

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 FIRST (1st) day of JULY 1982, at 2:00 o'clock P. 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 BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, Bloomsburg, Columbia County, Pennsylvania for the price or sum of TWO THOUSAND, THREE HUNDRED SIX AND 58/100 (\$2306.58) plus TWENTY SIX AND 53/100 (\$26.53) 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

Col. Co. Sheriff Dept.	Sale Cost	\$227.55 ***	
	Poundage	26.53	
			\$ 254.08
Press-Enterprise, Inc.			86.78
Henrie Printing			37.25
Prothonotary of Columbia County			13.00
Recorder of Columbia County			17.00
Col. Co. Tax Claim Bureau (1980-1981 delinquent taxes)			1708.96
Danny H. Stoneham, Benton Township Tax Collector (1982 Col. Co. Taxes)			216.04

\*\*\* Includes \$150.00 legal fees paid department solicitor for his appearance plus search of bankruptcy laws relative to questionable matters, particularly with distribution.

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY vs DAVID W. BARDO AND JOANN C. BARDO, his wife No. 63 of 1981 E.D. No. 491 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa. } 2 JULY 1982

So answers

Victor B Vandling Sheriff VICTOR B. VANDLING

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

BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,

PLAINTIFF

*vs*

DAVID W. BARDO AND JOANN C.  
BARDO, HIS WIFE,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 63 Term 19 81 E.D.

No. Term 19 A.D.

No. 491 Term 19 81 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):

See property description on attached sheet.

Amount Due

\$ 43,300.04

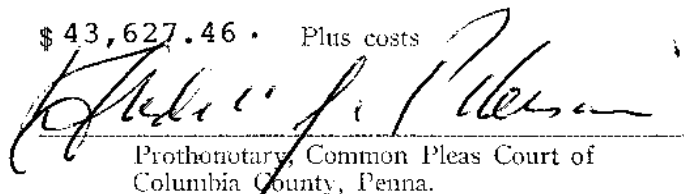
Interest from July 17, 1981

\$ 327.42

Total

\$ 43,627.46 . Plus costs

as endorsed.

  
Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Dated

9-8-81  
(SEAL)

By:

Deputy

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, North 3 degrees 07 minutes 06 seconds East, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux, South 81 degrees 32 minutes 35 seconds East, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said lands of Thomas South 18 degrees 25 minutes 18 seconds West, a distance of 660.29 feet to an iron pin in the centerline of Township Route No. 671; thence along the centerline of said Township Route 671 the following three courses in distance:

- (1) North 70 degrees 17 minutes 00 seconds West, 27.99 feet to a point;
- (2) North 60 degrees 10 minutes 31 seconds West, 64.56 feet to a point;
- (3) North 51 degrees 55 minutes 20 seconds West, 180.31 feet, to a point, being the place of BEGINNING.

CONTAINING approximately 4.514 acres, upon which is erected a frame dwelling.

The foregoing description was prepared in accordance with a draft of survey prepared by L. Wayne Laidacker, Registered Surveyor, dated April 4, 1977.

DALE A. DERR  
CHARLES B. PURSEL  
ALVIN J. LUSCHAS

LAW OFFICES OF  
DERR, PURSEL & LUSCHAS  
238 MARKET STREET  
P. O. BOX 539  
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717  
784-4654

June 24, 1982

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

Dear Sheriff Vandling:

The following is an accounting of the funds due Bloomsburg Bank-Columbia Trust Company, 11 West Main Street, Bloomsburg, Pennsylvania 17815, in connection with the July 1, 1982 sale by you of the David and JoAnn Bardo property covered by our first lien mortgage dated December 16, 1977 and recorded in Columbia County on December 19, 1977 in Mortgage Book 187 at Page 738:

Principal	\$37,731.23
Late charges	414.08
Interest to 7/1/82	6,648.19
Delinquent taxes paid	797.96
Fire Insurance	277.00
Advances to Sheriff	1,000.00
Prothonotary costs	69.05
Satisfaction fee	5.00
Attorney collection fee	<u>3,773.12</u>
TOTAL	\$50,715.63

The per diem interest figure is \$9.0451 based upon the unpaid balance of \$37,731.23.

Very truly yours,

  
ALVIN J. LUSCHAS

AJL: pac

BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH
	:	CIVIL ACTION - LAW
VS.	:	
	:	NO. 491 OF 1981
DAVID W. BARDO and JOANN C.	:	
BARDO, his wife,	:	MORTGAGE FORECLOSURE
DEFENDANTS.	:	

NOTICE OF SALE OF REAL PROPERTY

TO: DAVID W. BARDO and JOANN C. BARDO, his wife  
R. D. #1  
Benton, Pennsylvania 17814

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Township of Benton, County of Columbia and State of Pennsylvania, of which you are the owners or the reputed owners, will be exposed to public sale by the Sheriff of Columbia County on the 17th day of December, 1981 at 2:00 o'clock, P.M. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described as follows:

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, North 3 degrees 07 minutes 06 seconds East, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux, South 81 degrees 32 minutes 35 seconds East, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said

BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
PLAINTIFF,

VS.

DAVID W. BARDO and JOANN C.  
BARDO, his wife,  
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
: NO. 491 OF 1981  
: MORTGAGE FORECLOSURE  
:  
:  
:

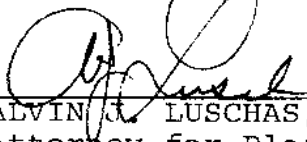
AFFIDAVIT PURSUANT TO PENNSYLVANIA  
RULE OF CIVIL PROCEDURE 3129(a)

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to Law,  
deposes and says that he is the Attorney for the Plaintiff in the  
above captioned matter and that he is authorized to make this affidavit  
on behalf of the Plaintiff; that to the best of his knowledge, infor-  
mation and belief the names and last known address of the owners and  
the Defendants in the above captioned judgment are:

DAVID W. BARDO and  
JOANN C. BARDO, his wife  
R. D. #1  
Benton, Pennsylvania 17814

LAW OFFICES OF  
DERR, PURSEL & LUSCHAS

  
ALVIN J. LUSCHAS, ESQUIRE  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 2nd day  
of September, 1981.

  
NOTARY PUBLIC

SANDRA A. MUNSELL, Notary Public  
Bloomsbury, Columbia Co., Pa.  
My Commission Expires Nov. 26, 1983

BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
PLAINTIFF,

VS.

DAVID W. BARDO and JOANN C.  
BARDO, his wife,  
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
: NO. 491 OF 1981  
: MORTGAGE FORECLOSURE  
:  
:  
:

AFFIDAVIT OF NON-MILITARY SERVICE


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did upon the request of Bloomsburg Bank-Columbia Trust Company, investigate the status of the Defendants, David W. Bardo and Joann C. Bardo, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that they are not now, nor were they within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.

LAW OFFICES OF  
DERR, PURSEL & LUSCHAS

  
ALVIN J. LUSCHAS, ESQUIRE  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 2nd day  
of September, 1981.

  
NOTARY PUBLIC

Sandra A. Purcell, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires May 25, 1983

# LIST OF LIENS

## VERSUS

David W. Bardo and JoAnn C. Bardo, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

First Eastern Bank, NA

versus

David W. & JoAnn C. Bardo

No. 1078 of Term, 19 79.  
Real Debt || \$16,482.00..  
Interest from 6-21-79 || ..  
Commission || ..  
Costs || ..  
Judgment entered 7-2-79  
Date of Lien 6-21-79  
Nature of Lien Note.

Donald E. Reichart

versus

David W. Bardo

No. 124 of Term, 19 81  
Real Debt || \$2732.06..  
Interest from 1-31-81 || ..  
Commission || ..  
Costs || ..  
Judgment entered 2-2-81  
Date of Lien 1-31-81  
Nature of Lien Note.

Eli and Sara English

versus

David W. & JoAnn C. Bardo

No. 342 of Term, 19 81.  
Real Debt || \$28,555.00..  
Interest from 5-8-81 || ..  
Commission || ..  
Costs || ..  
Judgment entered 5-8-81  
Date of Lien 5-8-81  
Nature of Lien Default Judgment.

Bloomsburg Bank Columbia Trust

Company

versus

David W. & JoAnn Bardo

No. 491 of Term, 19 81  
Real Debt || \$43,300.04..  
Interest from 7-17-81 || ..  
Commission || ..  
Costs || ..  
Judgment entered 7-17-81  
Date of Lien 7-17-81  
Nature of Lien Default Judgment.

Lycoming County Commissioners

versus

David Bardo

No. 1269 of Term, 19 81.  
Real Debt || \$2492.88..  
Interest from || ..  
Commission || ..  
Costs || ..  
Judgment entered 8-27-81  
Date of Lien  
Nature of Lien Transcript of Judgment.



LIST OF LIENS

VERSUS

David W. Bardo and JoAnn C. Bardo, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

U. S. America  
versus  
David W. Bardo and  
D. W. Bardo Contracting

No. 1354 of Term, 19 81  
Real Debt ||\$ 6143.49  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 9-16-81  
Date of Lien  
Nature of Lien Federal Tax Lien

Donald E. Reichart Lumber &  
Supplies, Inc.  
versus  
David W. Bardo

No. 1586 of Term, 19 81  
Real Debt ||\$ 2826.53  
Interest from 3-5-82 ||  
Commission ||  
Costs ||  
Judgment entered 3-5-82  
Date of Lien 3-5-82  
Nature of Lien Default Judgment

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, Acting

I, ~~Frank B. Bishopp~~, 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

David W. Bardo and Joann C. Bardo, his wife,

and find as follows:

See Photostatic copy attached.

Fee . \$5.00. ....

In testimony whereof I have set my hand and  
seal of office this 28th day of June  
A.D., 19 82.

*Beverly J. Michael* RECORDER

# This Indenture,

Made the 16 day of December in the year of our Lord one thousand nine hundred and seventy-seven (1977)

Between DAVID W. BARDO and JOANN C. BARDO, his wife, both of 920 McQuire Road, Bloomsburg, Columbia County, Pennsylvania,

-AND-

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, a banking institution having its principal office in the Town of Bloomsburg, Columbia County, Pennsylvania,

a Corporation existing and incorporated under the laws of Commonwealth of Pennsylvania Mortgagee, of the other part,

Whereas, the said David W. Bardo and JoAnn C. Bardo, his wife

The Mortgagors, in and by their certain obligation, under their hands and seals, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of EIGHTY THOUSAND (\$80,000.00) DOLLARS----- lawful money of the United States of America; conditioned that the said Mortgagors, their Heirs, Executors and Administrators shall and do well and truly pay, or cause to be paid unto the said Mortgagee, its certain Attorneys, Successors or Assigns, the sum of FORTY THOUSAND (\$40,000.00) DOLLARS payable interest only for the first two (2) months at the rate of eight and three-quarters (8-3/4%) per cent per annum, thereafter principal and interest thereon at the rate of eight and three-quarters (8-3/4%) per cent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least THREE HUNDRED FIFTY-THREE DOLLARS AND FORTY-NINE CENTS (\$353.49) per month. All due within twenty (20) years and two (2) months from the date hereof. First payment to be made on or before the 25 day of JANUARY, 1978. A late charge of five (5%) per cent of the monthly payment will be applicable to any payment which is fifteen (15) days or more past due.

## THIS IS A CONSTRUCTION MORTGAGE

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also at all times, pay all taxes and keep the buildings erected upon the land herein described insured for the benefit of the Mortgagee in some good and reliable Stock Insurance Company or Companies, to the amount of at least FORTY THOUSAND (\$40,000.00)----- Dollars, and take no insurance out on said buildings not marked for the benefit of the Mortgagee.

And The Further Condition of this Obligation is such, that if at any time default shall be made in the payment of principal or interest as aforesaid, for the space of thirty days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagors, their

Heirs, Executors, Administrators or Assigns, the said principal sum shall, at the option, of the said Mortgagee, its Successors or Assigns, become due, and payment of the same, with the interest, taxes and costs of insurance due thereon, as aforesaid, together with an Attorney's commission of 10 per centum on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now This Indenture Witnesseth, that the said Mortgagor, as well for and in consideration of the aforesaid debt or sum of FORTY THOUSAND (\$40,000.00)-----Dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said Mortgagee, its Successors or Assigns, in the discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar, lawful money, aforesaid, unto the said Mortgagor & in hand paid by the said Mortgagee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, release and confirm unto the said Mortgagee, its Successors and Assigns,

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, north 3 degrees 07 minutes 06 seconds east, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux, south 81 degrees 32 minutes 35 seconds east, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said lands of Thomas south 18 degrees 25 minutes 18 seconds west, a distance of 660.29 feet to an iron pin in the centerline of Township Route No. 671; thence along the centerline of said Township Route No. 671 the following three courses in distance: (1) north 70 degrees 17 minutes 00 seconds west, 27.99 feet to a point; (2) north 60 degrees 10 minutes 31 seconds west, 64.56 feet to a point; (3) north 51 degrees 55 minutes 20 seconds west, 180.31 feet, to a point, being the place of beginning.

CONTAINING approximately 4.514 acres of vacant land.

The foregoing description was prepared in accordance with a draft of survey prepared by L. Wayne Laidacker, registered Surveyor, dated April 4, 1977.

Together with all and singular Buildings hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof,

To Have and to Hold the said buildings hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances, unto the said Mortgagee, its Successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and assigns forever

their And the said Mortgagors, for themselves/ Heirs and Assigns, do hereby covenant, promise and agree to and with the said Mortgagee, its Successors and Assigns, that if the said Mortgagors, their Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be lawful for the said Mortgagee, its Successors or Assigns, to insure the said buildings in the sum aforesaid and pay said taxes and shall recover the costs and expenses of such insurance and taxes in a suit upon this Mortgage.

Provided Always, nevertheless, that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns do and shall pay, or cause to be paid, unto the said Mortgagee its Successors or Assigns, the said principal sum of FORTY THOUSAND (\$40,000.00) Dollars, lawful money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee, its Successors or Assigns, when and as soon as the said principal sum shall in any event, become due and payable, as aforesaid, to file a complaint and action of mortgage foreclosure hereon and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance and taxes as aforesaid, together with an Attorney's commission of 10 per centum on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

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

Signed, Sealed and Delivered

in the presence of

Paul E. Harris

John Thomas Bonds

Seal

Seal

Seal

Seal

Seal

Commonwealth of Pennsylvania  
County of Columbia

35.

On this, the 16<sup>th</sup> day of December A. D. 1977, before me  
a Notary Public the undersigned Officer,  
personally appeared David W. Bardo and JoAnn C. Bardo  
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within  
instrument, and acknowledged that they executed the same for the purposes therein contained.  
In Witness Whereof, I hereunto set my hand and official seal.

*Letty L. Serff*  
Title of Officer  
38. LETTY L. SERFF, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires July 20, 1981

State of  
County of

On this, the day of A. D. 1977, before me  
the undersigned Officer, personally  
appeared known to me (or satisfactorily  
proven) to be the person whose name subscribed to the within instrument, and acknowledged that  
he executed the same for the purposes therein contained.  
In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this  
Mortgage Main St.  
Bloomsburg, PA 17815

Attorney for MORTGAGORS

#330  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
Mortgage  
FEE \$4.00  
Dec 19 9 19 AM '77  
To A Corporation

From

DAVID W. BARDO and

JOANN C. BARDO, HIS WIFE

To

BLOOMSBURG BANK-COLUMBIA

TRUST COMPANY

Dated  
Upon  
To secure  
Payable

Entered for record in the Recorder's  
Office of County day of  
A. D. 1977  
Tax \$ Fees \$

Recorder

LAW OFFICES OF  
SMITH, EVERETT & KELLER  
215 S. 3RD ST.  
BLOOMSBURG, PENNA.

*Keller*

Form No. 100-1 Legal Plank Printery, Lancaster, Pa.

Commonwealth of Pennsylvania  
County of Columbia 9:19 a.m.

35.

Recorded on this 19th day of December A. D. 1977, in the  
Recorder's Office of said County, in Mortgage Book Volume 187, Page 738

Given under my hand and the seal of the said Office, the date above written.

*Marvin G. Bower* Recorder

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 FIRST (1st) day of JULY 1982, at 2:00 o'clock P. 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 BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, Bloomsburg, Columbia County, Pennsylvania for the price or sum of TWO THOUSAND, THREE HUNDRED SIX AND 58/100 (\$2306.58) plus TWENTY SIX AND 53/100 (\$26.53) 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

Col. Co. Sheriff Dept.	Sale Cost	\$227.55	
	Poundage	26.53	
			\$ 254.08
Press-Enterprise, Inc.			86.78
Henrie Printing			37.25
Prothonotary of Columbia County			13.00
Recorder of Columbia County			17.00
Col. Co. Tax Claim Bureau (1980-1981 delinquent taxes)			1708.96
Danny H. Stoneham, Benton Township Tax Collector (1982 Col. Co. Taxes)			216.04

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY vs

DAVID W. BARDO AND JOANN C. BARDO, his wife

No. 63 of 1981 E.D.  
No. 491 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
2 JULY 1982  
Victor B Vandling Sheriff  
VICTOR B. VANDLING



B. B. C.T.

VS

Bardo, David and Joann

THURSDAY,

July 1, 1982

NO.

63 of 1981 E.D.

## WRIT OF EXECUTION:

TOTAL

Judgement --- Principal

\$ 37,731.23

Insurance / Atty. Fee, Late Charges, Del. Taxes Pd.

\$ 5,262.16

Interest from JUN 80 to JUL 1, 82

\$ 6,448.14

Real Estate Tax

Interest from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

Total..... \$ 49,641.53

## INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

38.05

6.00

Total..... \$ 69.05

~~XXXXXXXXXXXX~~~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

\$ 49,710.62

## SHERIFF'S COST OF SALE: NOT INCLUDED IN TOTAL AMOUNT ARE

~~XXXXXX/XXXXXX/XXXXXX~~ Costs incurred by PLAINTIFF for Sales scheduled 10/29 & 12/17/82 \$516.31 \*\*\*

Service of Notice

Postage

Posting of Sale Bills (Bldg., Office, Lobby etc.)

Advertising, Sale Bills

Advertising, Newspapers

Mileage

Crying/Adjourn of Sale

Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)

Sheriff's Deed (executing &amp; registering)

Solicitor's Fee

10.00

1.50

15.00

3.00

2.00

16.00

5.00

20.00

150.00

Total..... \$ 227.55

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

5.00

37.25

Total..... \$ 124.05

Prothonotary - List of Liens

Deed

10.00

3.00

Total..... \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

10.00

Total..... \$ 10.00

## REAL ESTATE TAXES:

Borough/Township &amp; County Taxes, 1982

School Taxes, District \_\_\_\_\_, 19\_\_\_\_

Parcel #1 03-04-7-D

Parcel #2 \_\_\_\_\_

Parcel #3 \_\_\_\_\_

Parcel #4 \_\_\_\_\_

216.04

1708.96

Total..... \$ 1925.00

## SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 19\_\_\_\_

TOTAL (Taxes &amp; Costs) \$ 2,306.58

Begin "Bid"

2,306.58

1,111.11

1,195.47



414 08  
3773 12  
797 016  
277 12  
16 12

277 12  
2, 10  
2, 10  
4, 6, 1, 6, 2

VS

THURSDAY, \_\_\_\_\_

NO. \_\_\_\_\_

WRIT OF EXECUTION:

Judgement --- Principal  
 Insurance / Atty. Fee  
 Interest from 6-28 to 7-1-81  
 Real Estate Tax  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

\$ 37,731.21  
52,22.16  
6,117.19  
 \_\_\_\_\_  
 \_\_\_\_\_

TOTAL

Total..... \$ \_\_\_\_\_

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)  
 Pro. Pd.  
 Shff. V.  
 Judg. Fee  
 Atty. Fee  
 Satisfaction

Total.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

~~XXXXXXXXXX~~~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ \$ \_\_\_\_\_SHERIFF'S COST OF SALE:

Docket & Levy  
 Service of Notice  
 Postage  
 Posting of Sale Bills (Bldg., Office, Lobby etc.)  
 Advertising, Sale Bills  
 Advertising, Newspapers  
 Mileage  
 Crying/Adjourn of Sale  
 Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)  
 Sheriff's Deed (executing & registering)

Total.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

Morning Press (Ads)  
 Berwick Enterprise (Ads)  
 Henrie Printing  
 Finance Charges

Total.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

Prothonotary - List of Liens  
 Deed

Total..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Recorder of Columbia Co.  
 Deed, Search, Affidavit  
 State Stamps  
 Realty Transfer Stamps

Total..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19\_\_\_\_  
 School Taxes, District \_\_\_\_\_, 19\_\_\_\_  
 Parcel #1 \_\_\_\_\_  
 Parcel #2 \_\_\_\_\_  
 Parcel #3 \_\_\_\_\_  
 Parcel #4 \_\_\_\_\_

Total..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 19\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

*Memorandum from the desk of*

## **Sheriff Victor B. Vandling**

To "TOM" RICHIE

Date 7/13/82

Subject BBCT VS BARDO (SHERIFF SALE)

Enclosure to cover your legal involvement  
in the said case. Thank you for the  
research on BANKRUPTCY LAWS.

*Al Zale*

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5491

July 13 1982

60-663  
313

PAY  
TO THE  
ORDER OF

Thomas F. Richie, Esq.

\$ 150.00

One Hundred Fifty and 00/100

DOLLARS



Bloomington Bank-COLUMBIA TRUST CO.  
Bloomington, Pa.

FOR BBCT VS Bardo

No. 63 of 1981 E.D.

Legal Fees

010313059361

572mB10m011

05

*Victor B. Vandling*

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5490

July 13, 1982

80-683  
313

PAY TO THE ORDER OF Danny H. Stoneham, Tax Collector \$ 216.04  
Two Hundred Sixteen and 04/100 DOLLARS



Bloomington Bank-COLUMBIA TRUST CO.  
Bloomington, Pa.

FOR BGT 15 Bndd  
NO. 63 OF 1981  
1982 G.A. Taxes @ 10313059351

Victor B. Vandling  
5720810000 05

TAX NOTICE  
BENTON TOWNSHIP  
MAKE CHECKS PAYABLE TO:

DANNY H. STONEHAM  
PO BOX 312 RD#2 GREEN ACRES  
BENTON, PA. 17814

HOURS TUESDAY & WEDNESDAY  
5:30 TO 9:00 PM

PHONE 925-6673

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

FOR COLUMBIA COUNTY				DATE				BILL NO.	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	INCL. PENALTY		
COUNTY R.E.	7130	18.00	125.77	128.34	141.17				
TWP/BORO R.E.		10.00	69.87	71.30	74.87				
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.				195.64	199.64	1982	216.04		
PAY THIS AMOUNT				195.64	199.64	1982	216.04		
PENALTY AT PROPERTY DESCRIPTION				195.64	199.64	1982	216.04		
COUNTY 10% TWP/BORO 5%				195.64	199.64	1982	216.04		
ACCT NO. 01096				195.64	199.64	1982	216.04		
PARCEL 03-04-7-0				195.64	199.64	1982	216.04		
L-4.514AC				195.64	199.64	1982	216.04		
BUILDINGS				195.64	199.64	1982	216.04		
THIS TAX RETURNED TO COURT HOUSE JANUARY 28, 1983				195.64	199.64	1982	216.04		

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

TOTAL 2133

Victor B. Vandenberg 28  
572 810 0000 05

572634 10 FEB 01

05

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley  
....., being duly sworn according to law  
that The Morning Press is a newspaper of general circulation with its principal  
of business in the Town of Bloomsburg, County of  
was established on the 1st day of March, 1902, and has  
(and Legal Holidays). continuously in said Town, County  
lishment; that hereto attached is a copy of the legal  
titled proceeding which appeared in the issue of said  
... June 9, 16, 23 ....., 1982 ...  
affiant is one of the owners and publishers of said newspaper  
notice was published; that neither the affiant nor the  
subject matter of said notice and advertisement, and the  
statement as to time, place, and character of publication

Sworn and subscribed to before me this .....

an iron pin in line of  
lands of R. Dayne Kline,  
et ux; thence along said  
lands of Kline and lands  
now or formerly of Harry  
Hiscox, et ux, South 81  
degrees 32 minutes 35  
seconds East, a distance  
of 408.31 feet to an iron  
pin in the corner of lands  
of James Thomas; thence  
along said lands of  
Thomas South 18  
degrees 25 minutes 18  
seconds West, a distance  
of 660.29 feet to an iron  
pin in the centerline of  
Township Route No. 671;  
thence along the center-  
line of said Township  
Route 671 the following  
three courses in dis-  
tance: (1) North 70  
degrees 17 minutes 00  
seconds West, 27.99 feet  
to a point; (2) North 60  
degrees 10 minutes 31  
seconds West, 64.56 feet  
to a point; (3) North 51  
degrees 55 minutes 20  
seconds West, 180.31  
feet, to a point, being  
the place of beginning.

CONTAINING approxi-  
mately 4.514 acres, upon  
which is erected a frame  
dwelling.

The foregoing description  
was prepared in accord-  
ance with a draft of  
survey prepared by L.  
Wayne Laidacker, Regis-  
tered Surveyor, dated  
April 4, 1977.

Taken into execution,  
etc., at the suit of the  
Bloomsburg Bank-Colum-  
bia Trust Company  
against David W. Bardo  
and Joann C. Bardo, his  
wife.

Notice is hereby given to  
all claimants and parties  
in interest that the Sher-  
iff will on July 2, 1982,  
file a schedule of distri-  
bution 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 ther-  
eto within ten (10) days  
thereafter.

Victor B Vandling  
Sheriff

Alvin J Luschar, Esq  
June 9, 16, 23 P

SHERIFF'S SALE

By virtue of Writ of Execu-  
tion No. 63 of 1981,  
issued out of the Court  
of Common Pleas of Col-  
umbia County, Pennsylv-  
ania, and to me  
directed, I will expose to  
public sale at the Sher-  
iff's Office, in the Court  
House, in the Town of  
Bloomsburg, Columbia  
County, Pennsylvania,  
on:

Thurs., July 1, 1982  
at 2:00 o'clock p.m.

ALL THAT CERTAIN piece,  
parcel or tract of land  
situate in Benton Town-  
ship, Columbia County,  
Pennsylvania, bounded  
and described more fully  
as follows, to-wit:

BEGINNING at an iron pin  
in the centerline of  
Township Route No. 671  
in the easterly line of  
lands of H. Raymond  
Road, et ux; thence  
along said lands of Road,  
North 3 degrees 07 min-  
utes 06 seconds East, a  
distance of 534.54 feet to

My Commission Expires

MATTHEW J CREME NOTARY PUBLIC  
BLOOMSBURG COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1985

Member, Pennsylvania Association of Notaries

And now, ....., 1982, I hereby certify that the advertising and publication  
charges amounting to \$..... for publishing the foregoing notice, and the fee for this af-  
fidavit have been paid in full.

LETTERPRESS and PHOTO OFFSET PRINTING

**Phone: 717-784-1633**

Number 95

Cal. County Sheriff

June 3, 1982

PLEASE PAY FROM THIS INVOICE  
WE DO NOT SEND MONTHLY STATEMENTS



SHERIFF'S SALE

ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO MAKE A DOWN PAYMENT OF 50% IN CASH OR CHECK.

IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK WE WILL PROSECUTE.

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON Jul 8, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs. July 8, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY July 8, 1982, ONE WEEK FROM TODAY.

IF A PRICE RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE - FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COSTS.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on July 2, 1982 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and  $\frac{1}{2}\%$  THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 52,017.21, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 52,017.21, WHICHEVER IS HIGHER.

BUYER BBT

PRICE 2306.58 } 2332.11

POUNDAGE 26.53

DEED IN NAME OF BBT

REALTY TRANSFER TAX \_\_\_\_\_

STATE STAMPS \_\_\_\_\_

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUEFOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

David W. Bardo and JoAnn C. Bardo, his wife, By the SHERIFF of Columbia County, Pa.

GRANTOR (S)	ADDRESS	ZIP CODE
Bloomsburg Bank-Columbia Trust Company	Bloomsburg, Pa.	17815
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY
R.D. 1, Benton	Benton Township	Columbia

FULL CONSIDERATION \$ 2306.58 HIGHEST ASSESSED VALUE \$ 7130.00

FAIR MARKET VALUE \$ 21,410.00 REALTY TRANSFER TAX PAID \$ None

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

Mortgage holder exempt - Act 253 - 1978

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II  
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

SECTION III  
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Court House, Bloomsburg, Pa. SHERIFF

SUCCESSFUL BIDDER Bloomsburg Bank-Columbia Trust Co. Bloomsburg, Pa.

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 7130.00
JUDGEMENT PLUS INTEREST	\$49,641.58		
BID PRICE		\$ 2306.58	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,925.00	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 450.63	\$	
TOTAL	\$ 52,017.21	\$ 2306.58	\$ 7130.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_ 19\_\_\_\_

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

*[Signature]*

☐ GRANTOR  
☐ GRANTOR  
☐ STRAW

☐ AGENT FOR GRANTEE  
☒ AGENT FOR GRANTOR  
☐ TRUSTEE

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 FIRST (1st) day of JULY 1982, at 2:00

o'clock P. 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 BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, Bloomsburg, Columbia County, Pennsylvania

for the price or sum of TWO THOUSAND, THREE HUNDRED SIX AND 58/100 (\$2306.58) plus TWENTY SIX AND 53/100 (\$26.53) 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

Col. Co. Sheriff Dept.	Sale Cost	\$227.55	
	Poundage	26.53	
			\$ 254.08
Press-Enterprise, Inc.			86.78
Henrie Printing			37.25
Prothonotary of Columbia County			13.00
Recorder of Columbia County			17.00
Col. Co. Tax Claim Bureau (1980-1981 delinquent taxes)			1708.96
Danny H. Stoneham, Benton Township Tax Collector (1982 Col. Co. Taxes)			216.04

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY vs DAVID W. BARDO AND JOANN C. BARDO, his wife No. 63 of 1981 E.D. No. 491 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa. } So answers 2 JULY 1982 Victor B Vandling Sheriff VICTOR B. VANDLING



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
 RESIDENCE 717-752-5765

June 7, 1982

Bloomsburg Bank-Columbia  
 Trust Company

vs

David W. Bardo and Joann C.  
 Bardo, his wife

A. J. Zale  
~~RAYMOND VACHIMOWSKI, JR.~~  
 CHIEF DEPUTY

JOHN J. O'BRIEN, DEPUTY  
 LEE F. MENSINGER, DEPUTY  
 LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 63 of 1981 E.D.  
 WRIT OF EXECUTION  
 (MORTGAGE FORECLOSURE)

SERVICE ON JOANN C. BARDO

On June 2, 1982, 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 JoAnn C. Bardo, 312 W. 3rd St., Nescopeck, Pa.

Pl6 6236790 by Certified Mail, Return Receipt Requested No.  
Pl6 6236790. Said JoAnn C. Bardo received  
 same on June 5, 1982 per signature of JoAnn C. Bardo

Pl6 6236790 on Return Receipt Card attached hereto and  
 made part of this return. Receipt for Certified Mail No. Pl6 6236790  
 is attached.

So Answers:

A. J. Zale  
 Chief Deputy Sheriff

For:

Victor B. Vandling  
 Sheriff Columbia County

Sworn and subscribed before me  
 this 7th day of June 1982

Frederick J. Peterson,  
 Prothonotary, Columbia County, Penna.



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  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

June 3, 1982

BloomSBurg Bank-Columbia  
Trust Company  
vs

David W. Bardo and Joann C.  
Bardo, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 63 of 1981 E.D.  
WRIT OF EXECUTION

SERVICE ON DAVID W. BARDO

On June 3, 1982 at 8:30 A.M., 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 was served on the defendant, David W.  
Bardo at Main Street, Benton, Pa.  
by Delbert Doty, Deputy Sheriff.  
Service was made by personally handing said Writ of Execution and Notice of  
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Delbert Doty  
Deputy Sheriff

For:

Victor B. Vandling  
Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 3rd day of June  
1982.

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

June 7, 1982

**A. J. ZALE, Chief Deputy**

JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

Bloomsburg Bank-Columbia  
Trust Company

vs

David W. Bardo and JoAnn C.  
Bardo, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 63 of 1982 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On June 4, 1982 at 6:00 P.M. o'clock \_\_\_\_\_, posted a copy of the SHERIFF'S  
SALE bill on the property of David W. Bardo and JoAnn C. Bardo, R.D. 1, Benton,  
\_\_\_\_\_  
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy  
Sheriff Delbert Doty.

So Answers:

Delbert Doty  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
7th day of June 1982.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

HENRIE PRINTING - 5/25/82

M-P (only), Legal Ads, Wed. June 9, 16 & 23, 1982. Affidavit please !!! (6/2/82)

Danny Stoneham, RD 2, Benton, Tax Collector for Benton Twp. (6/2/82)

### SHERIFF'S SALE

By virtue of Writ of Execution No. 63 of 1981, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to be directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

THURSDAY, JULY 1, 1982  
at 2:00 o'clock P.M.

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, North 3 degrees 07 minutes 06 seconds East, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux, South 81 degrees 32 minutes 35 seconds East, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said lands of Thomas South 18 degrees 25 minutes 18 seconds West, a distance of 660.29 feet to an iron pin in the centerline of Township Route No. 671; thence along the centerline of said Township Route 671 the following three courses in distance:

- (1) North 70 degrees 17 minutes 00 seconds West, 27.99 feet to a point;
- (2) North 60 degrees 10 minutes 31 seconds West, 64.56 feet to a point;
- (3) North 51 degrees 55 minutes 20 seconds West, 180.31 feet, to a point, being the place of BEGINNING.

CONTAINING approximately 4.514 acres, upon which is erected a frame dwelling.

The foregoing description was prepared in accordance with a draft of survey prepared by L. Wayne Laidacker, Registered Surveyor, dated April 4, 1977.

Taken into execution, etc., at the suit of the BLOOMSBURG BANK-COLUMBIA TRUST COMPANY against DAVID W. BARDO and JOANN C. BARDO, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on July 2, 1982, 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.

ALVIN J. LUSCHAS, Esq.

VICTOR B. VANDLING, Sheriff

SHERIFF'S SALE

By virtue of Writ of Execution No. 63 of 1981, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to be directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

THURSDAY, JULY 1, 1982  
at 2:00 o'clock P.M.

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, North 3 degrees 07 minutes 06 seconds East, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux, South 81 degrees 32 minutes 35 seconds East, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said lands of Thomas South 18 degrees 25 minutes 18 seconds West, a distance of 660.29 feet to an iron pin in the centerline of Township Route No. 671; thence along the centerline of said Township Route 671 the following three courses in distance: (1) North 70 degrees 17 minutes 00 seconds West, 27.99 feet to a point; (2) North 60 degrees 10 minutes 31 seconds West, 64.56 feet to a point; (3) North 51 degrees 55 minutes 20 seconds West, 180.31 feet, to a point, being the place of BEGINNING.

CONTAINING approximately 4.514 acres, upon which is erected a frame dwelling.

The foregoing description was prepared in accordance with a draft of survey prepared by L. Wayne Laidacker, Registered Surveyor, dated April 4, 1977.

Taken into execution, etc., at the suit of the BLOOMSBURG BANK-COLUMBIA TRUST COMPANY against DAVID W. BARDO and JOANN C. BARDO, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on July 2, 1982, 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.

ALVIN J. LUSCHAS, Esq.

VICTOR B. VANDLING, Sheriff



DALE A. DERR  
CHARLES B. PURSEL  
ALVIN J. LUSCHAS

LAW OFFICES OF  
DERR, PURSEL & LUSCHAS  
238 MARKET STREET  
P. O. BOX 539  
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717  
784-4654

June 24, 1982

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

Dear Sheriff Vandling:

The following is an accounting of the funds due Bloomsburg Bank-Columbia Trust Company, 11 West Main Street, Bloomsburg, Pennsylvania 17815, in connection with the July 1, 1982 sale by you of the David and JoAnn Bardo property covered by our first lien mortgage dated December 16, 1977 and recorded in Columbia County on December 19, 1977 in Mortgage Book 187 at Page 738:

Principal	\$37,731.23
- Late charges	414.08
Interest to 7/1/82	6,648.19
- Delinquent taxes paid	797.96
- Fire Insurance	277.00
Advances to Sheriff	1,000.00
Prothonotary costs	69.05
Satisfaction fee	5.00
- Attorney collection fee	<u>3,773.12</u>
TOTAL	\$50,715.63

The per diem interest figure is \$9.0451 based upon the unpaid balance of \$37,731.23.

Very truly yours,

  
ALVIN J. LUSCHAS

AJL: pac

*Memorandum from the desk of*

**Sheriff Victor B. Vandling**

*To* atty. luschas

*Date* december 15, '81

*Subject* bloomsburg bank-columbia trust co.  
vs  
david w. bardo and joann c. bardo, his wife

You are hereby advised that the SHERIFF'S SALE in this matter, scheduled for December 17, 1981 has been STAYED based upon filing petition for BANKRUPTCY by JOANN C. BARDO, defendant involved. (copy attached).

On 9/2/81 check #163 in the amount of \$500.00 as Advance Cost Deposit was received.

Costs incurred by SHERIFF'S DEPARTMENT for sales (2) scheduled 10/29/81 and 12/17/81 have amounted to \$516.31.

Recognizing it may take the Bankruptcy Court several months to act in the matter, please have Plaintiff forward \$16.31 to bring this account into balance. Should this case be re-scheduled in the future, we will require a new \$500.00 deposit be made.

Any questions as to how the amount of costs incurred were derived I will be happy to review them with you (service, legal ads and Sale bill printing).

Your usual prompt attention to this matter will be appreciated.

*Al Zale*

BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH
	:	CIVIL ACTION - LAW
VS.	:	
	:	NO. 491 OF 1981
DAVID W. BARDO and JOANN C.	:	
BARDO, his wife,	:	MORTGAGE FORECLOSURE
DEFENDANTS.	:	

NOTICE OF SALE OF REAL PROPERTY

TO: DAVID W. BARDO and JOANN C. BARDO  
R. D. #1  
Benton, Pennsylvania 17814

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Township of Benton, County of Columbia and State of Pennsylvania, of which you are the owners or the reputed owners, will be exposed to public sale by the Sheriff of Columbia County on Thursday, the 1st day of July, 1982 at 2:00 o'clock, P.M. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described as follows:

ALL THAT CERTAIN piece, parcel or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to-wit:

BEGINNING at an iron pin in the centerline of Township Route No. 671 in the easterly line of lands of H. Raymond Rood, et ux; thence along said lands of Rood, North 3 degrees 07 minutes 06 seconds East, a distance of 534.54 feet to an iron pin in line of lands of H. Dayne Kline, et ux; thence along said lands of Kline and lands now or formerly of Harry Hiscox, et ux,

South 81 degrees 32 minutes 35 seconds East, a distance of 408.31 feet to an iron pin in the corner of lands of James Thomas; thence along said lands of Thomas, South 18 degrees 25 minutes 18 seconds west, a distance of 660.29 feet to an iron pin in the centerline of Township Route No. 671; thence along the centerline of said Township Route No. 671, the following three courses in distance: (1) North 70 degrees 17 minutes 00 seconds west, 27.99 feet to a point; (2) North 60 degrees 10 minutes 31 seconds West, 64.56 feet to a point; (3) North 51 degrees 55 minutes 20 seconds West, 180.31 feet to a point, being the place of BEGINNING.

CONTAINING approximately 4.514 acres, upon which is erected a frame dwelling.

The foregoing description was prepared in accordance with a draft of survey prepared by L. Wayne Laidacker, Registered Surveyor, dated April 4, 1977.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on the 2nd day of July, 1982 file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of the Bloomsburg Bank-Columbia Trust Company, Plaintiff, vs. David W. Bardo and Joann C. Bardo, his wife, Defendants.

Said premises will be sold by the Sheriff of Columbia County, Pennsylvania.

The names of the owners or reputed owners of said property are: DAVID W. BARDO and JOANN C. BARDO, his wife.

---

THOMAS C. GIBBONS  
BANKRUPTCY JUDGE

JO ANN C. BARDO, formerly  
SALLY JO ANN CLEAVER,  
DEBTOR,

PLAINTIFF,

JO ANN BARDON, formerly  
SALLY JO ANN CLEAVER and  
ALBERT H. ASTON, JR., ESQ., TRUSTEE,  
DEFENDANTS.

ADVERSARY PROCEEDING NO. 5-82-0021

APR 10 1952

MARGARET A. SMITH  
BANKRUPTCY CLERK


A. The Plaintiff shall be granted relief from the automatic stay and allowed to proceed to execution pursuant to its foreclosure proceeding after June 1, 1982.

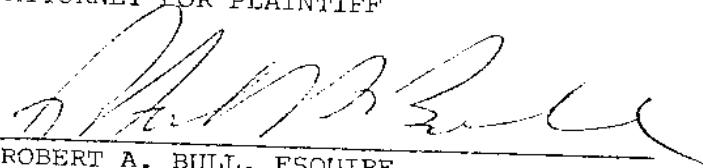
B. Plaintiff shall not cause Defendant-Debtor's real estate to be exposed to judicial foreclosure sale prior to June 1, 1982.

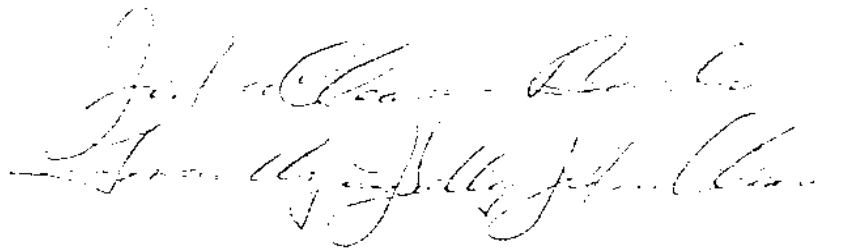
C. In the event that the secured premises of real estate is sold by prior sale prior to June 1, 1982 or via foreclosure subsequent to June 1, 1982, Plaintiff shall be entitled to recover any and all costs, attorneys fees, insurance fees paid and interest accrued up until the time of said sale.

D. Upon the termination of the automatic stay the Debtor agrees not to take any steps to forestall or anyway oppose the Plaintiff's foreclosure proceedings which are available to it under applicable non-bankruptcy law.

This Stipulation dated this 15 day of March ~~February~~, 1982.

  
ALVIN J. LUSCHAS, ESQUIRE  
ATTORNEY FOR PLAINTIFF

  
ROBERT A. BULL, ESQUIRE  
ATTORNEY FOR DEBTOR



**VOLUNTARY CASE: DEBTOR'S PETITION**

FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

5-81-00982

**VOLUNTARY CASE: DEBTOR'S PETITION**

3. Petitioner is qualified to file this petition and is entitled to the benefits of title 11, United States Code as a voluntary debtor.

[If appropriate] ~~1. A copy of petitioner's proposed plan, dated \_\_\_\_\_, is attached to this document and filed with this petition.~~

~~2. The plan complies with the requirements of chapter 13 of title 11, United States Code.~~

WHEREFORE, petitioner prays for relief in accordance with chapter 7 [ chapter 11 ] of title 11, United States Code.

Signed [Signature]  
Attorney for Petitioner.  
Address 106 Market Street, Berwick, PA 1860

Margaret A. Smith  
Clerk of the Bankruptcy Court  
Per B. J. [Signature] 3-12  
Deputy Clerk

RELIEF ORDERED

(Petitioner sign if not represented by attorney.)

☒ James C. Bracken, Jr.  
Petitioner  
Sally Jean Bracken

Executed on OCTOBER 24, 1981

Signature: X John P. Brady Jr.  
Sally John Brady Petitioner

NOTE: This form may be used to commence a voluntary case under chapter 7, 11 or 13 of the Bankruptcy Code. A chapter 9 petition requires other allegations (see 11 U.S.C. § 109(c)) but this form may be adapted for such use.

The title of the case, in the caption of the form, should include other names used by the debtor, such as trade names, doing business names, married names and maiden names. This will help enable creditors to identify properly the debtor when notices and orders are transmitted to the creditors.

A joint petition, available for an individual and spouse, may be filed under chapter 7, 11 or 13. See 11 U.S.C. § 302. Form No. 2 may be used for this purpose.

The unsworn declaration at the end of the petition conforms with Public Law 94-550, 90 Stat. 2534, 28 U.S.C. § 1746 (1976) which permits the declaration to be made in the form indicated with the same force and effect as a sworn statement. The form may be adapted for use outside of the United States by adding the words "under the laws of the United States" after the word "perjury."