

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank X Bushina~~, 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 21st day of October
A.D., 19 81.

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 seal, 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 H. Harris Seal
John H. Harris Seal

_____ Seal
_____ Seal
_____ Seal

1877 740

Commonwealth of Pennsylvania
County of Columbia

ss.

On this, the 16th
a Notary Public

day of December

A. D. 1977, before me
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.

Betty L. Serff
Title of Officer
BETTY L. SERFF, Notary Public
Bloomsburg, Columbia Co. Pa.
My Commission Expires July 20, 1981

State of
County of

ss.

On this, the

day of

A. D. 19

before me
the undersigned Officer, personally

appeared
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

#320
REC'D BY RECORDER
COLUMBIA CO. PA.
Mortgage
FEE \$6.50
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. 19
Tax \$ Fees \$

Recorder.

LAW OFFICES OF
SMITH, EYER AND KELLER
200 MARKET ST.
BLOOMSBURG, PENNA.

Keller

Form No. 107 Legal Blank Filers' Laceyville Pa

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

ss.

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

107 187 741

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

I hereby certify the within to be a true copy of the original writ in this case. \$ 43,627.46, Plus costs

VICTOR B. VANDLING
Sheriff

Prothonotary Common Pleas Court of
Columbia County, Penna.

(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:

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- (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.

S. B. C. T.

VS

Bardo, David & Joann

THURSDAY, December 17, 1981

NO. 63 of 1981 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

\$ 43,300.04

TOTAL

Insurance

Interest from 7/17/81 to _____

3,277.42

Real Estate Tax

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

Total..... \$ 43,627.46

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

ATTORNEY FEES

Total..... \$

SHERIFF'S COST OF SALE:

~~10/11/81~~ Costs incurred to time sale cont'd.

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)

63.75

10.00

15.00

5.00

5.00

18.00

5.00

20.00

Total..... \$ 141.75

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

12.00

12.00

30.00

Total..... \$ 299.40

Prothonotary - List of Liens
Deed

Total..... \$ 23.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

Total..... \$ 19.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1981

School Taxes, District Benton, 1981Parcel #1 03-04-7-D

Parcel #2 _____

Parcel #3 _____

Parcel #4 _____

208.55

651.33

800.30

Total..... \$ 1660.18

SEWERAGE RENT DUE:

Municipality _____ for 19 _____

total

TAXES & COSTS \$ 2243.49

11/2/81

Copies to: Henrie Printing.

P-E, Legal Ads, Wed., Nov 25, Dec 2 & 9. Affidavits please.

Danny Stoneham, Tax Collector, NOT RECONTACTED as Tax Notice in file from earlier scheduled sale of 10/29/81.

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 me 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, DECEMBER 17, 1981

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:

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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 December 18, 1981, 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 E. VANDLING, Sheriff

David Bardo Sheriff Sale

\$85.16 - Press

85.16 - Enterprise

\$170.32 - Total

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Victor B Vandling
Sheriff

Alvin J Luscho, Esq.
Nov 25, Dec. 2, 9

B

Paul R. Everly III

, being duly sw

says that Berwick Enterprise is a news-
place of business in the Town of Berwick
established on the 6th day of April, 1903,
Holidays) continuously in said Town, Co
hereto attached is a copy of the legal no
which appeared in the issue of said newsp
November 25, December 2, 9,

that the affiant is one of the owners and pu
or notice was published; that neither the a
ject matter of said notice and advertise
statement as to time, place, and character

SHERIFF'S SALE
By virtue of Writ of Execu-
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issued out of the Court
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Thurs., Dec 17, 1981
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VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4949

Dec. 15, 1981

60-593
313

PAY TO THE
ORDER OF Press-Enterprise, Inc

\$ 170.32

One Hundred Seventy and ³²/₁₀₀ DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR BARD vs. Bardo

No. 63 of 81 ED
"Legal Ads"

031305936

57281000

05

Victor B. Vandling
Sheriff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Everly III

says that Berwick Enterprise is a news place of business in the Town of Berwick established on the 6th day of April, 1903, (Holidays) continuously in said Town, Co hereto attached is a copy of the legal ne which appeared in the issue of said newsp. November 25, December 2, 9, that the affiant is one of the owners and pu or notice was published; that neither the e ject matter of said notice and advertise statement as to time, place, and character

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

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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 December 18, 1981, file a schedule of distribution in his office where the same will be

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Victor B Vandling
Sheriff

Alvin J Luschas, Esq.
Nov 25, Dec. 2, 9 8

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shment; that
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he foregoing

Sworn and subscribed to before me this . . .

1981

Matthew J. Rume
(Notary Public)

My Commission Expires

MATTHEW J. RUME, Notary Public

BLOOMSBURG, COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1985

Member, Pennsylvania Association of Notaries

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

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Everly III

....., being duly sworn
that The Morning Press is a newspaper of general circulat
of business in the Town of Bloomsburg, County of Colu
was established on the 1st day of March, 1902, and has be
and Legal Holidays). continuously in said Town, County
lishment; that hereto attached is a copy of the legal no:
titled proceeding which appeared in the issue of said nev
November 25, December 2, 9, 81
....., 19.....exactly
affiant is one of the owners and publishers of said newsp
notice was published; that neither the affiant nor The M
ject matter of said notice and advertisement, and that a
statement as to time, place, and character of publication &

Sworn and subscribed to before me this 10th day

SHERIFF'S SALE

By virtue of Writ of Execu-
tion No. 63 of 1981,
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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 lands of
Thomas 18
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Township Route No. 671;
thence along the center
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exceptions are filed ther-
eto within ten (10) days
thereafter.

Victor B Vandling
Sheriff

Alvin J Luschas, Esq
Nov 25, Dec. 2, 9 B

Public)

My Commission Expires

MATTHEW J CREML NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5 1985
Member Pennsylvania Association of Notaries

And now,..... 19....., 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.



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

Bloomsburg Bank Columbia Trust
vs

David W Bardo and JoAnn C. Bardo

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

SERVICE ON JoAnn C Bardo

On November 11 1981 at 2:20 o'clock P.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, JoAnn C Bardo
at Her place of employment First Eastern Bank
101 East Front St. Berwick, Pa. Handing to JoAnn C. Bardo Personally
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 13 day of November
1981.

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

Bloomsburg Bank Columbia Trust

VS

David and Joan Bardo

A. J. ZALE, 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

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

November 20, 1981 at 4:35 P.M.

_____, posted a copy of the SHERIFF'S
SALE bill on the property of David and Joan Bardo

RD#1, Benton, Penna. County of Columbia State of Penna. Township of Benton

Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

So Answered:

John J. O'Brien

Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
23 day of November 1981.

Frederick J. Peterson, 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
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

November 2, 1981

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 October 30, 1981 at 3:10 P.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 21st Street, Renton, Penna.
by Deputy Sheriff John J. O'Brien.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me
this 2nd day of November
1981.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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.

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.

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. 1072 of Term, 1979
Real Debt \$ 36,482.00
Interest from 6-21-79
Commission
Costs
Judgment entered 7-2-79
Date of Lien 6-21-79
Nature of Lien Note

Donald M. Reichert

versus

David W. Bardo

No. 144 of Term, 1981
Real Debt \$ 2732.06
Interest from 1-21-81
Commission
Costs
Judgment entered 2-6-81
Date of Lien 1-31-81
Nature of Lien Note

Eli & Sara English

versus

David W. & Joann C. Bardo

No. 342 of Term, 1981
Real Debt \$ 28,535.00
Interest from 5-3-81
Commission
Costs
Judgment entered 11-8-81
Date of Lien 5-3-81
Nature of Lien Default Judgment

Bloomsburg Bank Columbia Trust Co.

versus

David W. & Joann Bardo

No. 491 of Term, 1981
Real Debt \$ 3,300.00
Interest from 7-17-81
Commission
Costs
Judgment entered 7-17-81
Date of Lien Default Judgment
Nature of Lien

Lycoming Commissioner

versus

David Bardo

No. 1462 of Term, 1981
Real Debt \$ 2492.00
Interest from 2-25-81
Commission
Costs
Judgment entered 3-27-81
Date of Lien Transcript of Judgment
Nature of Lien

LIST OF LIENS
VERSUS

DAVID W. PARDO AND JOAN L. PARDO, HIS WIFE

Court of Common Pleas of Columbia County, Pennsylvania.

U. S. America
versus
David W. Pardo
D. W. Pardo Contracting

No. 1334 of Term, 1981
Real Debt \$ 6183.46
Interest from
Commission
Costs
Judgment entered 8-16-81
Date of Lien
Nature of Lien Federal Tax 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

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 X. Bossard~~, 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 10th day of December
A.D., 19 81

Beverly J. Michael ACTING
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 hand and seal, 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 Mortgagor S, 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 Mortgagor S, 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 part 10S 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 F. Harris

John Henry Bond
John Charles Bond

Seal
Seal
Seal
Seal
Seal

Commonwealth of Pennsylvania
County of Columbia

ss.

On this, the 16th
a Notary Public

day of December

A. D. 1977, before me
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.



State of
County of

ss.

BETTY L. SEOFF, Notary Public
County of Columbia, PA.
My Commission Expires July 20, 1981

On this, the

day of

A. D. 1977, before me
the undersigned Officer, personally
known to me (or satisfactorily

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

Attorney for MORTGAGORS

#2320
RECORDED BY RECORDER
COLUMBIA CO., PA.
Mortgage Fee \$20
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

Debt
Upon
To secure
Payable

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

Recorder

IN WITNESS WHEREOF
I have hereunto set my hand and official seal.
MARTIN J. BOWER
RECORDER
COLUMBIA CO., PENNA.

Seiffert

Form No. 102-1 Real Estate Filings, Harrisville, Pa.

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

ss.

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.

Martin J. Bower Recorder

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

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

AREA CODE 717
784-4654

October 26, 1981

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

Re: Bloomsburg Bank vs. Bardo
No. 491 of 1981

Dear Sheriff Vandling:

You are hereby authorized to continue the scheduled Sheriff's Sale in the above matter from October 29, 1981, and to readvertise the same.

Very truly yours,



ALVIN J. LUSCHAS

AJL:pac

c: Bloomsburg Bank-Columbia Trust Company

CHIEF DEPUTY
SHERIFF
OCT 28 10 08 AM '81
OFFICE OF SHERIFF
COLUMBIA COUNTY

B. B. C. T.

vs

BARCO, David & JoannTHURSDAY, October 29, 1981NO. 63 of 1981 E.D.WRIT OF EXECUTION:

Judgement --- Principal

\$ 43,300.04

TOTAL

Insurance

Interest from 7/17/81 to _____327.42

Real Estate Tax

Interest from _____ to _____

_____ days @ \$ _____ per day

Total..... \$ 43,627.46INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.0038.056.00Total.....\$ 69.05 \$ 69.05ATTORNEY FEESTotal.....\$ 43,696.51SHERIFF'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)

10.7510.0015.005.005.0018.005.0020.00Total.....\$ 88.75 \$ 88.75

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

84.6254.6230.00Total.....\$ 169.24 \$ 169.24Prothonotary - List of Liens
Deed10.003.00Total.....\$ 13.00 \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

14.00Total.....\$ 14.00 \$ 14.00REAL ESTATE TAXES:Borough/Township & County Taxes, 1981School Taxes, District Benton, 1981Parcel #1 03-04-7-D 1980

Parcel #2

Parcel #3

Parcel #4

208.55651.33793.10Total.....\$ 1652.98 \$ 1652.98SEWERAGE RENT DUE:Municipality _____ for 1981Total \$ 193.77

(taxes & costs)

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

October 26, 1981

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

Re: Bloomsburg Bank vs. Bardo
No. 491 of 1981

Dear Sheriff Vandling:

You are hereby authorized to continue the scheduled Sheriff's Sale in the above matter from October 29, 1981, and to readvertise the same.

Very truly yours,



ALVIN J. LUSCHAS

AJL:pac

c: Bloomsburg Bank-Columbia Trust Company

LAW OFFICES
BULL & BULL

106 MARKET STREET
BERWICK, PA. 18603

ROBERT E. BULL
ROBERT A. BULL

AREA CODE 717
TELEPHONE 759-123

October 27, 1981

Alvin J. Luschas, Esquire
238 Market Street
Bloomsburg, Pennsylvania
17815

IN RE: Bloomsburg Bank-Columbia Trust Co. vs. David W. Bardo
and Jo Ann C. Bardo---Mortgage Foreclosure---Sheriff's Sale

Dear Al:

This letter is to confirm our telephone conversation yesterday afternoon in which you agreed, on behalf of the Bloomsburg Bank-Columbia Trust Co., to stay the scheduled Sheriff's Sale in the above matter, which was originally scheduled for Thursday, October 29, 1981. According to our conversation, the Sheriff's Sale will be continued for a minimum of thirty (30) days from October 29, 1981.

When I spoke with Reed Miller of the Bloomsburg Bank-Columbia Trust Co., he advised me that he had no objections to a continuance of the sale for thirty (30) days either.

I trust that you have informed the Sheriff of the continuance. Thank you for your understanding and professional cooperation in this matter.

As you are aware, since it was the reason for the continuance, the Bardos have executed a Sales Agreement with prospective purchasers of their real estate. From all indications, the Buyers will have no problem obtaining financing for the purchase within the next thirty days. I will keep you advised of the progress of this transaction.

Very truly yours,

ROBERT A. BULL

RAB: clr

cc. Sheriff of Columbia County



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. MDWERY, DEPUTY

September 22, 1981

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 F.D.
WRIT OF EXECUTION

SERVICE ON David W. Bardo

On September 21, 1981 at 5:35 P.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 R.D. 2, Benton, Pa.
by Deputy Sheriff John J. O'Brien.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answered:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me
this 22nd day of September
1981.

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

A. J. ZALE, Chief Deputy

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

September 15, 1981

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 JoAnn C. Bardo

On September 14, 1981 at 1:00 P.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, JoAnn C.
Bardo at 101 West Front St., Berwick (1st Eastern Bank,
place of employment) by Deputy Sheriff John J. O'Brien.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me
this 15th day of September
1981.

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

A. J. ZALE, Chief Deputy

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

September 22, 1981

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
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On September 21, 1981 at 6:00 P.M.,
_____, 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 John J. O'Brien.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me this
22nd day of September 1981.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania