

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 THIRTEENTH day of MAY 19 82, 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 FIRST EASTERN BANK, N.A.

for the price or sum of One Thousand, Eight Hundred Nineteen and 95/100 (\$1819.95) plus Twenty Four and 10/100 (\$24.10) Poundage ----- Dollars

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

Columbia County Sheriff's Dept., Sale Cost:	\$ 86.19	
Poundage :	24.10	
		\$110.28
Press-Enterprise, Inc.		84.62
Henrie Printing		32.50
Prothonotary of Columbia County		13.00
Register and Recorder of Columbia County		17.00
Columbia County Tax Claim Bureau (1980 & 1981 County, School, Township Taxes)	1438.14	
H. James Hock, Tax Collector for Scott Twp. (1982 County Taxes)	148.50	

FIRST EASTERN BANK, N.A.
VS
LOUIS R. YAKUP and
DEBORAH E. YAKUP, his wife
NO. 129 of 1982 J.D.
NO. 20 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }
14 MAY 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

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

FIRST EASTERN BANK, N.A.,
Plaintiff

vs.

LOUIS R. YAKUP and

DEBORAH E. YAKUP, his wife,
Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA ~~AND LUZERNE~~ COUNTY, PENNSYLVANIA

No. 129 Term 1982 J.D.

No. 20 Term 1982 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

SEE DESCRIPTION ATTACHED

Amount Due

\$ 42,333.68

INQUISITION AND
EXEMPTION WAIVED

Interest from 10/11/81 at
\$9.05 per day

\$

TOTAL

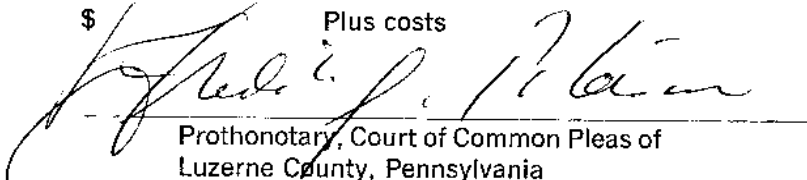
\$

Plus costs

as endorsed.

Dated 3-19-82

(SEAL)


Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: Deputy

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

Said premises will be sold by Victor B. Vandling, Sheriff.

GALLAGHER & BRENNAN
ATTORNEYS AT LAW

SHERIFF'S SALE

By virtue of a Writ of Execution, No. 20 of 1982, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to me directed, there will be exposed to public sale, by vendue and outcry to the highest and best bidders, for cash, in the Sheriff's Office at Court House in the Town of Bloomsburg, Columbia County, Pennsylvania, on May 13, 1982 at 2:00 o'clock P.M., all the right, title and interest of the Defendants in and to:

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

Said premises will be sold by Victor B. Vandling, Sheriff.

GALLAGHER & BRENNAN
ATTORNEYS AT LAW

FIRST EASTERN BANK, N.A.,
Plaintiff

vs.

LOUIS R. YAKUP and
DEBORAH E. YAKUP, his wife,
Defendants

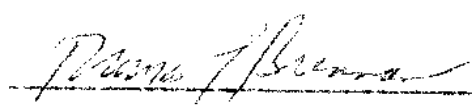
IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

NO. 129 OF 1982

AFFIDAVIT PURSUANT
TO PA. R.C.P. 3129(a)

COMMONWEALTH OF PENNSYLVANIA) ss.
COUNTY OF ALLEGHENY)

THOMAS P. BRENNAN, Esq., being duly sworn according to law, deposes and says that he is a duly licensed attorney at law, N.A., Plaintiff, and as such authorized to make this affidavit on his behalf; that to the best of his knowledge, information and belief the names and last known address of the Defendants, who are the real owners of the mortgaged premises, are Louis R. Yakup and Deborah E. Yakup, 2367 White Birch Lane, Bloomsburg, Pennsylvania, 17815.


Thomas P. Brennan, Esq.

Sworn to and subscribed
before me this 16th day
of March, 1982.


Notary Public

Notary Public for the State of Pennsylvania
My Commission Expires on _____
My Office is located at _____

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 20 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, MAY 13, 1982

At 2:00 O'Clock P.M.

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

~~Sold by public sale to be sold by Victor B. Vandling, Sheriff.~~

GALLAGHER & BRENNAN
ATTORNEYS AT LAW

VICTOR B. VANDLING, Sheriff

FIRST EASTERN BANK, N.A.

PLAINTIFF

No. 20 of Term 1982 E.D.

V.S.

LOUIS R. YAKUP and DEBORAH E.

YAKUP, his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant on the premises located at
Scott Township, Columbia County, Pennsylvania

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

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at

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

Thomas Brennan

Attorney for Plaintiff

LIST OF LIENS

VERSUS

LOUIS R. YAKUP AND DEBORAH E. YAKUP, HIS WIFE

Court of Common Pleas of Columbia County, Pennsylvania.

1st ~~Eastern~~ Eastern Bank, NA

versus

Louis R. & Deborah E. Yakup

No. 129 of Term, 1982

Real Debt ||\$42,333.68

Interest from 10-11-81

Commission

Costs

Judgment entered 3-19-82

Date of Lien 10-11-81

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

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 J. Michael~~ 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

Louis R. Yakup and Deborah E. Yakup, his wife,

and find as follows:

See photostatic copies attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and
seal of office this 6th day of May
A.D., 19 82.

Beverly J. Michael RECORDER

This Indenture,

Made the 5th day of SEPT. in the year of our Lord one thousand nine hundred and Seventy-Eight (1978).

Between LOUIS R. YAKUP and DEBORAH E. YAKUP, his wife, both of 900 Pine Street, Kulpmont, Pennsylvania, MORTGAGORS,

A - N - D

FIRST EASTERN BANK, NA, a corporation duly organized under the laws of the United States of America, MORTGAGEE.

Whereas, the Mortgagor by a Bond bearing even date herewith, stand bound unto the Mortgagee, its Successors or Assigns in the sum of SEVENTY-THREE THOUSAND SIX HUNDRED (\$73,600.00) Dollars, conditioned for the payment of a debt of THIRTY-SIX THOUSAND EIGHT HUNDRED (\$36,800.00) Dollars

With interest at the rate of NINE and ONE-QUARTER PERCENT (9¼%) per annum on the unpaid balance until paid, said principal and interest to be paid in monthly installments of THREE HUNDRED THIRTY-SEVEN DOLLARS and FIVE CENTS (\$337.05) each, commencing on the 1st day of SEPT., 1978, and thereafter on the 1st day of each month until the principal and interest are fully paid, said payment to be applied first to payment of interest and balance to principal, except that any remaining balance of principal and interest shall become due and payable at the end of TWENTY (20) years from the date hereof, with the privilege to the Mortgagors to repay at any time without premium or fee the entire balance of principal or any part thereof.

The Mortgagors shall pay to the holder hereof a late charge of 2 percent of any monthly installment not received by the holder within fifteen days after the installment is due.

THIS IS A PURCHASE MONEY 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, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than THIRTY-SIX THOUSAND EIGHT HUNDRED (\$36,800.00)

Dollars and take no insurance not payable to the Mortgagee

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein,

, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagor herein,

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagor do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of 105 feet to a point;

THENCE North 14 degrees 30 minutes West 50 feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North 2 degrees 58 minutes West 166 feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South 70 degrees 39 minutes East 68 feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South 25 degrees 00 minutes East 170 feet to the place of BEGINNING.

CONTAINING 15,005 square feet and BEING LOT NO. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

with the appurtenances.

To Have and to Hold to the said Mortgagee, its Successors and Assigns forever

Provided that the said Mortgagee, its Successors or Assigns upon default for thirty (30) days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for thirty (30) days after written notice of its being due shall have been given to the Mortgagor or their Representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of Ten per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

Provided Also, However, that if the said Mortgagor, or their Representatives shall without default pay to the said Mortgagee, its Successors or Assigns, the said principal sum, with interest, and premiums, or in case of default and of legal process shall before actual sale, pay the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby granted, and the said Obligation shall become void.

Witness the hand

and seal

of the said Mortgagor

Signed, Sealed and Delivered
in the presence of

KS Pinner

Louis R. Yakup
Louis R. Yakup

Deborah E. Yakup
Deborah E. Yakup

Seal

Seal

Seal

Seal

Seal

State of PENNSYLVANIA

County of COLUMBIA

On this, the 2nd day of Sept A. D. 1978, before me
A Notary Public

personally appeared Louis R. Yakup and Deborah E. Yakup, his wife,
known to me (or satisfactorily proven) to be the person whose name 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.

Delores A. Stout

DELORAS A. STOUT, Notary Public,
Bloomsburg, Columbia Co., Pa.
My Commission Expires July 14, 1979

I Herely Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage. Main and Market Streets, Bloomsburg, Pennsylvania 17815

Attorney for

Number

Mortgage

To A Corporation

LOUIS R. YAKUP and DEBORAH E.

YAKUP, his wife, MORTGAGORS,

To

FIRST EASTERN BANK, NA

MORTGAGEE.

Dated 1978
Upon Scott Township Property
To secure \$ 36,800.00
Payable Twenty (20) years

LAW OFFICES
CHARLES B. PURSIFL
238 Market Street
Bloomsburg, Penna.

Commonwealth of Pennsylvania

County of Columbia 1:24 p.m.

Recorded on this 8th day of Sept. A. D. 1978, in the Re-
corder's Office of the said County in Mortgage Book Volume 191 Page 793

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

Marvin G. Bower

Recorder

MORTGAGE

(Participation)

This mortgage made and entered into this 18th day of September 1980, by and between LOUIS R. YAKUP and DEBORAH E. YAKUP, his wife, of 2867 White Birch Lane, Bloomsburg, Columbia County, Pennsylvania, (hereinafter referred to as mortgagor) and BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

(hereinafter referred to as mortgagee), who maintains an office and place of business at 11 West Main Street, Bloomsburg, Columbia County, Pennsylvania.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia State of Pennsylvania

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4, thence along the north side of White Birch Lane by a right westerly curve for a distance of 105 feet to a point; thence north 14 degrees 30 minutes west, 50 feet to a point on line of Lot No. 6; thence by Lot No. 6 north 2 degrees 58 minutes west 166 feet to a point on line of land of Paul Eyerly; thence by land of Paul Eyerly, south 70 degrees 39 minutes east 68 feet to a point at the northwest corner of Lot No. 4; thence along Lot No. 4 south 25 degrees 00 minutes east 170 feet to the place of Beginning.

CONTAINING 15,005 square feet and being Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated September 18, 1980, and guaranty in the principal sum of \$46,000.00, signed by Louis R. Yakup and Deborah E. Yakup in behalf of themselves.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expense of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2867 White Birch Lane, Bloomsburg, PA 17815
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 11 West Main Street, Bloomsburg, PA 17815

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Louis R. Yakup
Louis R. Yakup

Deborah E. Yakup
Deborah E. Yakup

Executed and delivered in the presence of the following witnesses:

C. B. Pursel

R. E. Miller

(Add Appropriate Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF COLUMBIA :

On this, the 18th day of September, 1980, before me a Notary Public, the undersigned officer, personally appeared Louis R. Yakup and Deborah E. Yakup, his wife, 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 purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Deborah E. Yakup
NOTARY PUBLIC

DEBORAH E. YAKUP
BLOOMSBURG, PENNSYLVANIA
My Commission Expires July 20, 1981

RECORDED
BLOOMSBURG, PA.

TAX - \$22.00
SEP 19 11 42 AM '80

MORTGAGE

LOUIS R. YAKUP AND
DEBORAH E. YAKUP, his wife,

MORTGAGORS

TO

BLOOMSBURG BANK-COLUMBIA TRUST
COMPANY

MORTGAGEE

RECORDING DATA

Recorded in Columbia County
Mtg. Bk. 201, page 164 on
September 19, 1980 at 11:42 p.m.

Deborah E. Yakup
Acting Recorder

RETURN TO:

Name C. B. Pursel, Esquire

Address 238 Market Street

Bloomsbury, PA 17815

905 201 PAGE 167



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

May 25, 1982

H. James Hock, Tax Collector
2626 Old Berwick Road
Bloomsburg, Pa. 17815

RE: First Eastern Bank vs
Yakup, Louis R & Deborah E
NO: 20 of 1982 E.D.

Dear Mr. Hock,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held May 13, 1982.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$148.50.

Property purchased by First Eastern Bank, N.A.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale
A. J. Zale for
Victor B. Vandling



REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR 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)

Louis R. Yakup and Deborah E. Yakup, his wife, by the SHERIFF of Columbia County

GRANTOR (S)	ADDRESS	ZIP CODE
First Eastern Bank, N.A.	Wilkes-Barre, Pa.	18701
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

2867 White Birch Lane	Scott Township	Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 1819.95	HIGHEST ASSESSED VALUE \$ 5940.00
FAIR MARKET VALUE \$ 17,820.00	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

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, Columbia County Courthouse, Bloomsburg, SHERIFF

NAME	ADDRESS	TITLE
SUCCESSFUL BIDDER First Eastern Bank, N.A., Wilkes-Barre, Pa.		
NAME	ADDRESS	TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 5940.00
JUDGEMENT PLUS INTEREST	\$ 44,270.38		
BID PRICE		\$ 1819.95	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,586.64	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 297.66	\$	
TOTAL	\$ 46,154.68	\$ 1819.95	\$ 5940.00

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]
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ 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 THIRTEENTH day of MAY 19 82, 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 FIRST EASTERN BANK, N.A.

for the price or sum of One Thousand, Eight Hundred Nineteen and 95/100 (\$1819.95) plus Twenty Four and 10/100 (\$24.10) Poundage ----- Dollars

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

Columbia County Sheriff's Dept., Sale Cost:	\$ 86.19	
Poundage :	24.10	
		\$110.28
Press-Enterprise, Inc.		84.62
Henrie Printing		32.50
Prothonotary of Columbia County		13.00
Register and Recorder of Columbia County		17.00
Columbia County Tax Claim Bureau (1980 & 1981 County, School, Township Taxes)		1438.14
H. James Hock, Tax Collector for Scott Twp. (1982 County Taxes)		148.50

FIRST EASTERN BANK, N.A.
VS
LOUIS R. YAKUP and
DEBORAH E. YAKUP, his wife
NO. 129 of 1982 J.D.
NO. 20 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa.
14 MAY 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

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 THIRTEENTH day of MAY 19 82, 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 FIRST EASTERN BANK, N.A.

for the price or sum of One Thousand, Eight Hundred Nineteen and 95/100 (\$1819.95) plus
Twenty Four and 10/100 (\$24.10) Poundage ----- Dollars

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

Columbia County Sheriff's Dept., Sale Cost:	\$ 86.19
Poundage :	<u>24.10</u>
	\$110.28
Press-Enterprise, Inc.	84.62
Henrie Printing	32.50
Prothonotary of Columbia County	13.00
Register and Recorder of Columbia County	17.00
Columbia County Tax Claim Bureau (1980 & 1981 County, School, Township Taxes)	1438.14
H. James Hock, Tax Collector for Scott Twp. (1982 County Taxes)	148.50

FIRST EASTERN BANK, N.A.

VS

LOUIS R. YAKUP and

DEBORAH E. YAKUP, his wife

NO. 129 of 1982 J.D.

NO. 20 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

14 MAY 1982

Victor B. Vandling
VICTOR B. VANDLING

Sheriff

TAX NOTICE

SCOTT TWP
MAKE CHECKS PAYABLE TO:

H. JAMES HOCK
2626 OLD BERWICK ROAD
BLOOMSBURG, PA. 17815

HOURS TUE, WED, THUR & FRI
12:00 TO 5:00 EVENINGS
UNTIL 7PM DURING DISCOUNT
PHONE 734-7823

PAKES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
A YAKUP, LOUIS R & DEBORAH E
1 2867 WHITE BIRCH LANE
1 BLOOMSBURG, PA 17815
O

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

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	5940	10.00	100.00		100.00	17.71
TWP/BORO R.E.		5.00	29.11		29.11	5.97
FIRE		1.00	5.82		5.94	0.52
WATER		1.00	5.32		5.94	0.52
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.						
PAY THIS AMOUNT			100.00 MAY 1 IF PAID BEFORE	148.50 JULY 1 IF PAID BEFORE	100.00 JULY 30 IF PAID AFTER	

PENALTY A) PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 10%
ACCT NO. 25499
PARCEL 31-4A-6-10
L-34 AC
BUILDINGS 5.30
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
REC'D BY

TOTAL \$ 294.00

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

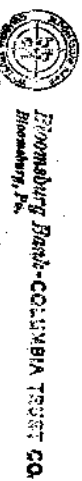
5365

PAY TO THE ORDER OF *H. James Hock, Tax Collector*

One Hundred Forty Eight and 50/100 \$ 148.50 DOLLARS

May 25 1982

60-593
313



Bloomsburg Borough-Columbia Twp. CO.
Bloomsburg, Pa.

FOR FIRST TOWNSHIP BOND vs. YAKUP
No. 26 of 1982 ED
1982 County Taxes 0:03130593B1

Victor B. Vandling
572 W 810th St
05



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

May 25, 1982

H. James Hock, Tax Collector
2626 Old Berwick Road
Bloomsburg, Pa. 17815

RE: First Eastern Bank vs
Yakup, Louis R & Deborah E
NO: 20 of 1982 E.D.

Dear Mr. Hock,

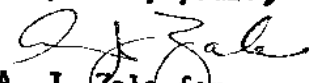
This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held May 13, 1982.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$148.50.

Property purchased by First Eastern Bank, N.A.

Thank you for your cooperation in this matter.

Very truly yours,


A. J. Zale for
Victor B. Vandling

Louis Yakup Sheriff Sale

\$84.62 - Press Only

LE
Write of
of 1982,
Court
of Col-
directed
will be
c sale,
try to
est bid-
in the
Court
own of
umbria
vania,
1982
n. EST
piece,
of land
Town-
County,
unded
s fol-
int on
White
south-
o. 4;
north
ave of White Birch Lane
by a right westerly curve
for a distance of one
hundred five (105) feet
to a point;
THENCE North Fourteen
Degrees Thirty Minutes
West (N. 14 degrees 30'
W.) fifty (50) feet to a
point in line with N. 4.

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 ther-
eto within ten (10) days
thereafter.
Seized and taken in exe-
cution at the suit of First
Eastern Bank, N.A. vs.
Louis R. Yakup and Deb-
orah E. Yakup, his wife.

Victor B Vandling
Sheriff

Gallagher and Brennan
Attorneys At Law
Apr 21, 28, May 5 P

J. Stephen Buckley
being duly
that The Morning Press is a newspaper of general
of business in the Town of Bloomsburg, County

law deposes and says
ncipal office and place
e of Pennsylvania, and

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5338

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

Eighty four and 62/100

MAY 10, 1982

60-593
313

\$ 84.62

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR 1st Eastern vs YAKUP

No. 20 of 1982 ED

Legal Ads (MP)

031305936

572 810 011

05

Victor B. Vandling

Sworn and subscribed to before me this 10th day of May 1982

Pennsylvania:
IMPROVED with a split-
level residence known as
2867 White Birch Lane,
Bloomsburg, Pennsyl-
vania 17815.
The real owners of said
premises are Louis R.
Yakup and Deborah E.
Yakup, his wife.
NOTICE IS HEREBY GIVEN
to all claimants and per-
ties in interest that the
Sheriff will on May 14,
1982, file a Schedule of

Notary Public)

REPUBLIC
BIA COUNTY
JULY 5 1985
oration of Notaries

And now, 19...., I hereby c
charges amounting to \$..... for publishing t
fidavit have been paid in full.

dising and publication
and the fee for this af-

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

J. Stephen Buckley
....., being duly
that The Morning Press is a newspaper of general c
of business in the Town of Bloomsburg, County c
was established on the 1st day of March, 1902, and
and Legal Holidays). continuously in said Town, (c
lishment; that hereto attached is a copy of the le
titled proceeding which appeared in the issue of s
April 21, 28, May 5,, 19.. 82
affiant is one of the owners and publishers of said
notice was published; that neither the affiant nor
ject matter of said notice and advertisement, and
statement as to time, place, and character of public

Sworn and subscribed to before me this

And now,, 19....., I hereby c
charges amounting to \$..... for publishing t
fidavit have been paid in full.

SHERIFF'S SALE
By virtue of a Writ of Execution No. 20 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:
Thurs., May 13, 1981 at 2:00 o'clock p.m.
ALL that certain parcel and tract of land situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;
THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;
THENCE North Fourteen Degrees Thirty Minutes West (N. 14 degrees 30' W.) fifty (50) feet to a point in line of Lot No. 6;
THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West (N. 2 degrees 58' W.) one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;
THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East (S. 70 degrees 39' E.) Sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;
THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East (S. 25 degrees 00' E.) one hundred seventy (170) feet to the place of beginning.
CONTAINING 15,005 square feet.
BEING Lot No. 5 in Scott Township, Columbia County, Pennsylvania.
IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania 17815.
The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.
NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.
Victor B Vandling Sheriff

Thurs., May 13, 1981 at 2:00 o'clock p.m.
ALL that certain parcel and tract of land situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;
THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;
THENCE North Fourteen Degrees Thirty Minutes West (N. 14 degrees 30' W.) fifty (50) feet to a point in line of Lot No. 6;
THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West (N. 2 degrees 58' W.) one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;
THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East (S. 70 degrees 39' E.) Sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;
THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East (S. 25 degrees 00' E.) one hundred seventy (170) feet to the place of beginning.
CONTAINING 15,005 square feet.
BEING Lot No. 5 in Scott Township, Columbia County, Pennsylvania.
IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania 17815.
The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.
NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.
Victor B Vandling Sheriff

law deposes and says
Principal office and place
of Pennsylvania, and
daily (except Sundays
the date of its estab-
ment in the above en-
.....
and published; that the
legal advertisement or
e interested in the sub-
tutions in the foregoing

..... 1982

.....
Notary Public)

Notary Public
ABIA COUNTY
JULY 5, 1985
Notaries

raising and publication
and the fee for this af-

FIRST EASTERN BANK vs YAKUP, LEWIS AND DEBORAH

THURSDAY, MAY 13, 1982

NO. 20 of 1982

WRIT OF EXECUTION:

Judgement --- Principal

Insurance / Atty. Fee

Interest from _____ to _____

Real Estate Tax

Interest from 10-11-81 to _____

_____ days @ \$ 9.05 per day

\$ 42,333.68

TOTAL

Total.....

44,270.35

\$ 44,270.35

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

33.35

6.00

Total.....

\$ 64.35

\$ 64.35

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

\$ 44,334.73

1,819.95

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)

10.75

15.00

3.44

15.00

5.00

5.00

7.00

5.00

20.00

Total.....

\$ 86.19

\$ 86.19

Morning Press (Ads)

~~Berwick Enterprise (Ads)~~

Henrie Printing

Finance Charges

84.02

32.50

Total.....

\$ 117.12

\$ 117.12

Prothonotary - List of Liens
Deed

10.00

3.00

Total.....

\$ 13.00

\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

17.00

Total.....

\$ 17.00

\$ 17.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1982

School Taxes, District _____, 1982

Parcel 31-04A-6-10 (1980 & 1981 County

~~Parcel #1~~ School, Township)

Parcel #3

Parcel #4

148.50

1438.14

Total.....

\$ 1586.64

\$ 1586.64

SEWERAGE RENT DUE:

Municipality _____ for 1982

TOTAL

\$ 1819.95

Begin "BID" as Costs & Taxes

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 5/20/82, 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 5/20/82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY MAY 20, 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 MAY 14, 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 \$ 46,151.68, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 46,151.68, WHICHEVER IS HIGHER.

BUYER Banking Association, 1541/05

PRICE 1541.85

POUNDAGE 31.26

DEED IN NAME OF Banking Association, Inc., N.A. S. 1541/05

REALTY TRANSFER TAX

STATE STAMPS

Banking Association, 1541/05
1541.85

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 20 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, MAY 13, 1982

At 2:00 O'Clock P.M.

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

~~Said premises will be sold by Victor B. Vandling, Sheriff.~~

GALLAGHER & BRENNAN
ATTORNEYS AT LAW

VICTOR B. VANDLING, Sheriff

COPIES TO:

3/24/82 - Henrie Printing.

3/25/82 - MP (only) Legal Ads, Wed. April 21, 28 & May 5, 1982. Affidavit please !!!

3/25/82 - H. James Hock, Tax Collector, Scott Twp. (requested Tax Statement).



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

First Eastern Bank, N.A.

VS

Louis And Deborah Yakup

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 20 of 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

April 5, 1982 at 12:10 P.M.

_____, posted a copy of the SHERIFF'S
SALE bill on the property of Louis & Deborah Yakup at their address
2867 White Birch Lane, Bloomsburg, Pa. Col. Co.

_____,
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff Lee F. Mensinger.

Note: Defendants have moved out
of area. Building is vacant.

So Answers:

Lee F. Mensinger
Lee F. Mensinger
Deputy Sheriff

For:

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

Sworn and subscribed before me this
5th day of April, 1982.

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

First Eastern Bank

VS

Louis R Yakup and Deborah E Yakup

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. 20 of 1982
WRIT OF EXECUTION

SERVICE ON Louis R Yakup and Deborah E Yakup

On March 26, 1982 at 8:30 AM. Posted , 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, Louis R Yakup and
Deborah E Yakup at 2867 White Birch Lane, Bloomsburg, Penna. 17815
by John J. O'Brien Deputy Sheriff

Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

Note: Property posted as defendants
moved and left no forwarding
address.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 26 day of March
1982.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING

SHERIFF

TEL.: BUSINESS 717-784-3551
 RESIDENCE 717-752-5765

First Eastern Bank, N.A.
 vs
 Louis R. Yakup and
 Deborah E. Yakup, his wife

A. J. Zale

~~RAYMOND WACHIMOWSKI, 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. 20 of 1982 E.D.
 WRIT OF EXECUTION
 (MORTGAGE FORECLOSURE)

SERVICE ON DEBORAH E. YAKUP

On March 26, 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 Deborah E. Yakup, 9 Wagon Way, R.D. 3, Oley, Pa. 19547
by Certified Mail, Return Receipt Requested No.
Pl6 6236786. Said Deborah E. Yakup received
 same on April 2, 1982 per signature of Louis R. Yakup
XXXXXXXXXXXXXXXXXXXX on Return Receipt Card attached hereto and
 made part of this return. Receipt for Certified Mail No. Pl6 6236786
 is attached.

So Answers:

A. J. Zale
 Chief Deputy Sheriff

For:

Victor B. Vandling
 Sheriff Columbia County

Sworn and subscribed before me
 this 6th day of April 1982.

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



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

VICTOR B. VANDLING

SHERIFF

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

First Eastern Bank, N.A.
vs
Louis R. Yakup and
Deborah E. Yakup, his wife

A. J. Zale

~~RAYMOND YACHIMOWSKI, 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. 20 of 1982 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON LOUIS R. YAKUP

On March 26, 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 Louis R. Yakup, 9 Wagon Way, R.D. 3, Oley, Pa. 19547
by Certified Mail, Return Receipt Requested No.
P16 6236785. Said Louis R. Yakup received
same on March 27, 1982 per signature of Louis R. Yakup
xxxxxxxxxxxxxxxxxxxxxx on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P16 6236785
is attached.

So Answers:

A. J. Zale
Chief Deputy Sheriff

For:

Victor B. Vandling
Sheriff Columbia County

Sworn and subscribed before me
this 29th day of March 1982

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 20 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, MAY 13, 1982

At 2:00 O'Clock P.M.

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

~~XXXXXX~~ ~~XX~~ ~~XXXXXX~~
Said premises will be sold by Victor B. Vandling, Sheriff.

GALLAGHER & BRENNAN
ATTORNEYS AT LAW

VICTOR B. VANDLING, Sheriff

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

FIRST EASTERN BANK, N.A.,
Plaintiff

vs.

LOUIS R. YAKUP and

DEBORAH E. YAKUP, his wife,
Defendants

IN THE COURT OF COMMON PLEAS OF
~~COLUMBIA~~ ~~LUZERNE~~ COUNTY, PENNSYLVANIA

No. 129 Term 19 82 J.D.

No. 20 Term 19 82 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

SEE DESCRIPTION ATTACHED

Amount Due

\$ 42,333.68

INQUISITION AND
EXEMPTION WAIVED

Interest from 10/11/81 at
\$9.05 per day

\$ _____

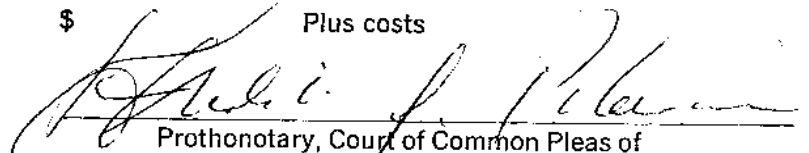
TOTAL

\$ _____ Plus costs

as endorsed.

Dated 3-19-82

(SEAL)


Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____

Deputy

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

BEGINNING at a point on the north side of White Birch Lane at the southwest corner of Lot No. 4;

THENCE along the north side of White Birch Lane by a right westerly curve for a distance of one hundred five (105) feet to a point;

THENCE North Fourteen Degrees Thirty Minutes West [N. 14° 30' W.] fifty (50) feet to a point in line of Lot No. 6;

THENCE by Lot No. 6 North Two Degrees Fifty-eight Minutes West [N. 2° 58' W.] one hundred sixty-six (166) feet to a point on line of land of Paul Eyerly;

THENCE by land of Paul Eyerly South Seventy Degrees Thirty-nine Minutes East [S. 70° 39' E.] sixty-eight (68) feet to a point at the northwest corner of Lot No. 4;

THENCE along Lot No. 4 South Twenty-five Degrees Zero Minutes East [S. 25° 00' E.] one hundred seventy (170) feet to the place of beginning.

CONTAINING 15,005 square feet.

BEING Lot No. 5 in Scott Town Park, Scott Township, Columbia County, Pennsylvania.

IMPROVED with a split-level residence known as 2867 White Birch Lane, Bloomsburg, Pennsylvania, 17815.

The real owners of said premises are Louis R. Yakup and Deborah E. Yakup, his wife.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on MAY 14, 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 First Eastern Bank, N.A. vs. Louis R. Yakup and Deborah E. Yakup, his wife.

Said premises will be sold by Victor B. Vandling, Sheriff.

GALLAGHER & BRENNAN
ATTORNEYS AT LAW