

THE FIRST NATIONAL BANK OF
MOCANAQUA N/K/A NORTHEASTERN
BANK OF PENNSYLVANIA,
PLAINTIFF,

VS.

LEO J. YODOCK, JR. AND JANET M.
YODOCK, HIS WIFE,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY
:
: CIVIL ACTION-LAW
: IN MORTGAGE FORECLOSURE
:
:
: NO. 1172 OF 1982
:


NOTICE OF CONTINUANCE OF SALE

TO: THE SHERIFF OF COLUMBIA COUNTY:

AND NOW COMES PLAINTIFF, NORTHEASTERN BANK OF PENNSYLVANIA,
by its attorney, DALE A. DERR, pursuant to Pennsylvania Rules of
Civil Procedure No. 3129(d), directs the Sheriff to adjourn and
continue the above captioned sale scheduled for Thursday, November
3, 1983, to the day certain, Thursday, December 15, 1983 at 10:30
A.M.

That the Sheriff is requested to make public announcement
of the adjournment and Continuance of Sale in the above captioned
matter at the time scheduled for the sale on November 3, 1983.

DATED: November 3, 1983.


DALE A. DERR, ATTORNEY FOR
PLAINTIFF



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

May 31, 1984

Dale A. Derr, Esq.
238 Market Street
Bloomsburg, Pa. 17815

RE: The First National Bank of
Mocanaqua n/k/a Northeastern
Bank of Pennsylvania

vs

Leo J. Yodock, Jr. and Janet
M. Yodock, his wife

NO: 68 of 1983 E.D.

Dear Mr. Derr,

On September 15, 1983 you filed the captioned matter with this department.

On November 3, 1983 a SHERIFF'S SALE was to be held, however you provided a Notice of Continuance of Sale to Thursday, December 15, 1983 and requested public announcement be made by the Sheriff.

The last activity noted was on December 15, 1983 when you called this department advising the scheduled SHERIFF'S SALE be STAYED per instructions from Mr. Taroli, Wilkes-Barre, Pa. (Hon. Judge Roy Gardner accepted bond furnished by the defendant).

Costs incurred by this office include \$53.75 (docket, levy, service, mileage, advertising preparation, posting, etc.), \$37.25 to Henrie Printing for Sale Bills and \$225.44 for Press-Enterprise, Inc. legal ads. Total \$316.44.

Advance cost deposit of \$500.00 was received at time Writ of Execution was received. Rather than continue to "hold" the unused \$183.56 any longer, these monies are being returned via check made payable to you. Another deposit will be required upon re-instituting any legal action.

Very truly yours,

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

Chairman
Warren K. Erwine
Vice Chairman
Charles Housenick II
Treasurer
Dr. Michael Herbert
Secretary-Asst. Treasurer
Gerald Depo
Solicitor
Charles B. Pursel

MUNICIPAL AUTHORITY
of the
TOWN OF BLOOMSBURG
PENNSYLVANIA (17815)
(717) 784-5422

Board of Directors
Warren K. Erwine
Robert Linn
Dr. Michael Herbert
Charles Housenick II
Charles E. Long

December 15, 1983

OFFICE OF SHERIFF
COLUMBIA COUNTY
Dec 15 12 31 PM '83
SHERIFF
CHIEF DEPUTY

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

ATTENTION: Mr. Al Zale

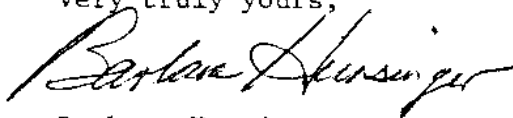
Dear Mr. Zale:

Updating our letter of September 20, 1983 on the Leo J. Yodock, Jr.
property located at 233 W. Third St., Bloomsburg, PA.

Bills 4/15/79 - 12/15/83	\$1,451.66
Liens and costs	306.23
Total owing as of 12/15/83	\$1,757.89

Thank you for calling me today on this matter.

Very truly yours,



Barbara Hunsinger
Municipal Authority
of the
Town of Bloomsburg

cc: Charles B. Pursel, Solicitor

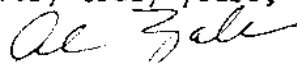
December 20, 1983

Dear Ms. Hunsinger,

Thank you for the update. However this response to advise
your office Mr. Yodock was again able to get a STAY of the
scheduled Sale.

I will advise you as soon as the matter is scheduled for Sheriff's
Sale again.

Very truly yours,



OFFICE OF SHERIFF
COLUMBIA COUNTY
Dec 20 1983
SHERIFF
CHIEF DEPUTY

THE FIRST NATIONAL BANK OF	:	IN THE COURT OF COMMON PLEAS
MACANAOUA n/k/a NORTHEASTERN	:	OF THE 26TH JUDICIAL DISTRICT
BANK OF PENNSYLVANIA,	:	OF PENNSYLVANIA
	:	COLUMBIA COUNTY BRANCH
PLAINTIFF,	:	
	:	CIVIL ACTION - LAW
VS.	:	
	:	IN MORTGAGE FORFCLOSURE
LEO J. YODOCK, JR., AND	:	
JANET YODOCK, HIS WIFE,	:	NO. 1172 of 1972
	:	
DEFENDANTS,	:	

* * * * *

LEO JOSEPH YODOCK,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	OF PENNSYLVANIA
	:	COLUMBIA COUNTY BRANCH
VS.	:	
	:	CIVIL ACTION - LAW
SHERIFF OF COLUMBIA COUNTY,	:	
	:	NO. 1172 of 1982
DEFENDANT.	:	

APPEARANCES:

GARRY S. TAROLI, ESQUIRE, and, DOLF A. DEER, ESQUIRE, Attorneys for the First National Bank of Macanagua, now known as Northeastern Bank of Pennsylvania.

DAVID KURTZ, ESQUIRE, Attorney for the Defendant.

ORDER OF COURT

AND NOW, to wit, this 7th day of December, 1983, the above captioned matter be and the same is hereby continued for a period of three weeks from and after this date on the following conditions and with the following understandings:

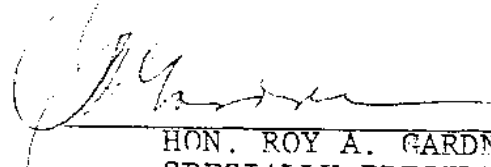
(1) The Defendant shall, before the 12th day of December, 1983, file a bond in the penal sum of \$5,000.00, with corporate surety, conditioned for the guarantee of payment of costs attributable to the delay resulting from this Order incurred by

by the Plaintiff in the above-captioned matter;

(2) The Petitioner shall on or before ten days from and after this date, to wit, on or before December 17, 1983, submit to the Court its brief or memoranda pertaining to the continuation of the preliminary injunction heretofore granted.

It is further ORDERED that in the event of noncompliance with either of the conditions, above set forth, that the preliminary injunction granted by this Court under date of November 2, 1983, be and the same is hereby vacated.

BY THE COURT,



HON. ROY A. GARDNER
SPECIALLY PRESIDING JUDGE

1/7/83

SHERIFF'S SALE

COST SHEET

1st Nat'l of MOC / Northeastern vs Yodock, Leo & Janet

THURSDAY, November 3, 1983

NO. 68 of 1983 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

\$ 53,675.81

Insurance

Interest from _____ to 8/12/83

6,189.74

Real Estate Tax

Interest from _____ to _____

days @ \$ _____ per day

Attorneys' Fee

5,367.58

Total ... \$ 65,233.13 \$ 65,233.13

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00 Pd

Pro. Pd.

15.00 Pd

Shff. V.

24.25 Pd

Judg. Fee

9.00 Pd

Atty. Fee

Satisfaction

Total ... \$ 63.25 \$ 63.25

SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.75

Service of Notice

10.10

Postage

15.00

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

5.00

Advertising, Sale Bills

5.00

Newspapers

8.00

Mileage

5.00

Crying/Adjourn of Sale

20.00

Sheriff's Deed (executing & registering)

Solicitor's fee

Total... \$ 78.75 \$ 78.75

Press-Enterprise

\$ 225.44

Henrie Printing

37.25

Total ... \$ 262.69 \$ 262.69

Prothonotary - List of Liens

\$ 10.00

Deed

5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 18.50

\$ 18.50

13.50 5.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19__

\$

School Taxes, District _____, 19__

\$

Delinquent Taxes, 19 __, 19 __, 19 __, TOTAL AMOUNT

\$

Total ... \$

SEWERAGE RENT DUE:

Municipality Bloomsburg 4/15/79 to 12/15 for 1983

\$ 1757.89

\$ 1757.89

TOTAL TAXES & COSTS ----- \$ 2132.83

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

THE FIRST NATIONAL BANK OF
MOCANAQUA N/K/A NORTHEASTERN
BANK OF PENNSYLVANIA,
PLAINTIFF,

VS.

LEO J. YODOCK, JR. AND JANET M.
YODOCK, HIS WIFE,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
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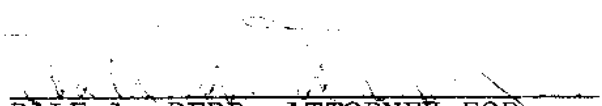
NOTICE OF CONTINUANCE OF SALE

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by its attorney, DALE A. DERR, pursuant to Pennsylvania Rules of
Civil Procedure No. 3129(d), directs the Sheriff to adjourn and
continue the above captioned sale scheduled for Thursday, November
3, 1983, to the day certain, Thursday, December 15, 1983 at 10:30
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That the Sheriff is requested to make public announcement
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matter at the time scheduled for the sale on November 3, 1983.

DATED: November 3, 1983.


DALE A. DERR, ATTORNEY FOR
PLAINTIFF



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)

Leo J. Yodock, Jr. And Janet M. Yodock, his wife, By the Sheriff of C.I.C.
GRANTOR (S) ADDRESS ZIP CODE

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

233 W. 3rd St Bloomsbury Columbia
R.R. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

✓ FULL CONSIDERATION \$ _____ HIGHEST ASSESSED VALUE \$ 5250.00
FAIR MARKET VALUE \$ 15,740.00 REALTY TRANSFER TAX PAID \$ _____ ✓
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW. _____

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 V.B.V. NAME ADDRESS TITLE

✓ SUCCESSFUL BIDDER NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ <u>5250.00</u>
JUDGEMENT PLUS INTEREST	\$ <u>59,865.55</u>		
BID PRICE		\$ _____	
PRIOR RECORDED LIEN	\$ _____	\$ _____	
PRIOR RECORDED MORTGAGE	\$ _____	\$ _____	
PRIOR RECORDED MORTGAGE	\$ _____	\$ _____	
UNPAID REAL ESTATE TAXES	\$ _____	\$ _____	
WATER RENT DUE	\$ _____	\$ _____	
SEWAGE RENT DUE	\$ <u>1,643.02</u>	\$ _____	
ATTORNEY FEES	\$ <u>5,367.58</u>	\$ _____	
OTHER (COSTS, ETC.)	\$ <u>374.94</u>	\$ _____	
TOTAL	\$ <u>67,251.09</u>	\$ _____ ✓	\$ <u>5250.00</u>

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____ 19 _____

NOTARY PUBLIC

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.

MY COMMISSION EXPIRES _____ 19 _____

☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☐ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

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

THE FIRST NATIONAL BANK OF
MOCANAQUA n/k/a NORTHEASTERN
BANK OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1172 Term 1982J.D.

LEO J. YODOCK, JR. and JANET

NO. 65 Term 1983E.D.

M. YODOCK, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of 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):

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

**Plus a per diem charge at the rate of \$12.67 from August 12, 1983, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Amount Due	\$53,675.81
Attorney's Commission	\$ 5,367.58
Interest to 8/12/83	<u>\$ 6,189.74</u>
TOTAL	\$65,233.13 Plus costs **

as endorsed.

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

Dated Sept. 15, 1983

(SEAL)

BY: Heleen K. Linn
Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 68 of 1983, 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 Courthouse, in the City of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., in the forenoon of the said day, / Thursday, November 3, 1983 all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Third Street and Oyer Alley, now Oyer Avenue; and running thence along the north side of said Street, south 61 degrees west, 66 feet to a corner lot late of the Estate of Israel Roberts, deceased, later the Estate of C.A. Moyer, deceased; thence along the same, north 29 degrees west, 214 feet 6 inches to Pine Alley; thence along said Alley, north 61 degrees east, 66 feet to Oyer Alley, now Oyer Avenue aforesaid; and thence along said Alley, south 29 degrees east, 214 feet 6 inches to the place of beginning. Containing 1/3 of an acre of land being the same, more or less. It being marked and numbered in the general plan of said Town of Bloomsburg, as #70. A brick frame 2 ½ story dwelling house, a barn, now converted to auto stalls, and additional improvements are erected upon lot of land.

EXCEPTING AND RESERVING therefrom the premises conveyed by Lois Remley Hartranft and Wayne M. Hartranft, her husband, to Pennsylvania Gas and Water Company, by deed dated May 15, 1965, recorded in Columbia County Deed Book 228, page 604, bounded and described as follows, to wit:

BEGINNING at the southwesterly corner of the intersection of Pine Avenue and Oyer Avenue; thence along said Oyer Avenue, south 29 degrees 00 minutes east, 25 feet to a point in line of other lands of the Grantors herein; thence along line of other lands of the Grantors herein, south 61 degrees 00 minutes west, 66 feet to a point in line of lands now or late of C.A. Moyer, deceased; thence along the same, north 29 degrees 00 minutes west, 25 feet to the southerly line of said Pine Avenue; thence along the southerly line of said Pine Avenue, north 61 degrees 00 minutes east, 66 feet to the place of beginning. Containing 1,650 square feet of land being the same, more or less. Being a part of Lot No. 70 in the general plan of the Town of Bloomsburg.

EXHIBIT "A"

Improved with a two story, multi-family brick and wood residential dwelling and more commonly known as 233 West Third Street, Bloomsburg, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter 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.

SEIZED AND TAKEN into execution at the suit of THE FIRST NATIONAL BANK OF MOCANAQUA n/k/a NORTHEASTERN BANK OF PENNSYLVANIA, against LEO J. YODOCK, JR. and JANET M. YODOCK, his wife, and will be sold by:


SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

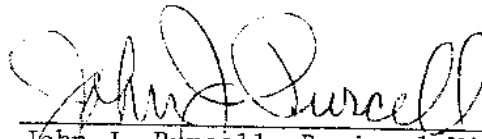
THE FIRST NATIONAL BANK OF	:	IN THE COURT OF COMMON PLEAS
MOCANAQUA n/k/a NORTHEASTERN BANK	:	
OF PENNSYLVANIA,	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
	:	CIVIL ACTION-LAW
VS.	:	
	:	IN MORTGAGE FORECLOSURE
LEO J. YODOCK, JR. and JANET M.	:	
YODOCK, his wife,	:	
DEFENDANTS	:	NO. 1172 OF 1982

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF LAST KNOWN
ADDRESS OF DEFENDANT AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

JOHN PURCELL, being duly sworn according to law, does depose and say that he did, upon request of THE FIRST NATIONAL BANK OF MOCANAQUA now known as NORTHEASTERN BANK OF PENNSYLVANIA, investigate the status of LEO J. YODOCK, JR. and JANET M. YODOCK, his wife, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants is 233 West Third Street, Town of Blooms-

burg, Columbia County, Pennsylvania; and the address of the above
Plaintiff is 132 Main Street, Mocanaqua, Luzerne County, Pennsylvania.

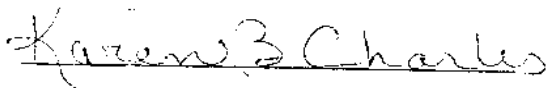


John J. Purcell, Regional Vice President
First National Bank of Mocanaqua
n/k/a NORTHEASTERN BANK OF PENNSYLVANIA

SWORN to and subscribed

before me this 6 day

of September, 1983.



KAREN B. CHARLES, Notary Public
Wilkes-Barre, Luzerne County, Pa.
Commission Expires July 29, 1985

The First Nat'l Bank of Mocaqua n/k/a

Northeastern Bank of Pennsylvania

PLAINTIFF

No. 68 of Term 19 83
E.D.

V.S.

Leo J. Yodock, Jr. and Janet M. Yodock,
his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

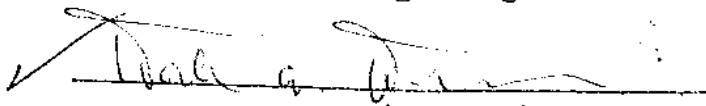
Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant on the premises located at
233 West Third Street, Bloomsburg, Pa.

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

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

which vehicle may be located at

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


Attorney for Plaintiff

OFFICE OF SHERIFF
COLUMBIA COUNTY

Nov 2 3 21 PM '83

LEO JOSEPH YODOCK, ——— SHERIFF
Plaintiff
SHERIFF DEPUTY

vs.

SHERIFF OF COLUMBIA COUNTY,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY, PA

: CIVIL ACTION - EQUITY

:
: NO. 1172-1982

ORDER

AND NOW, this *2nd* day of November, 1983, upon consideration of the verified Complaint of the Plaintiff, and it appearing from the averments of the Complaint that the Plaintiff's home is scheduled for Sheriff's Sale on November 3, 1983 pursuant to a Default Judgment entered on September 15, 1983, and that facts have become recently known to Defendant which would support a meritorious defense to the aforesaid Judgment, in that Plaintiff is without an adequate ^{remedy} at law, and that Plaintiff will suffer, "immediate and irreparable harm" if his home is allowed to be sold at the November 3, 1983 Sheriff's Sale,

It is hereby ORDERED and DIRECTED that the Defendant, Victor Vandling, Sheriff of Columbia County, is enjoined from selling the Plaintiff's home at the Sheriff's Sale scheduled for November 3, 1983 in the Columbia County Courthouse, Bloomsburg, Pennsylvania.

And it is further ORDERED and DIRECTED that the foregoing Injunction shall ^{be conditioned upon and} issue with bond in the amount of \$1,000.⁰⁰ ^{with sureties to be approved by the Court.} And it is further ORDERED and DIRECTED that the parties shall appear at a Hearing on the *8th* day of *November*, 1983, at *1:30 P.M.*, in Court Room No. , of the Columbia County Courthouse, Bloomsburg, Pennsylvania, for the purpose of determining

OFFICE OF SHERIFF
COLUMBIA COUNTY

Nov 2 2 38 PM '83

LEO JOSEPH YODOCK,
Plaintiff

vs.

SHERIFF OF COLUMBIA COUNTY,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY, PA

: CIVIL ACTION - EQUITY

: NO.

#1170-1982

ORDER

AND NOW, this 2nd day of November, 1983, upon consideration of the verified Complaint of the Plaintiff, and it appearing from the averments of the Complaint that the Plaintiff's home is scheduled for Sheriff's Sale on November 3, 1983 pursuant to a Default Judgment entered on September 15, 1983, and that facts have become recently known to Defendant which would support a meritorious defense to the aforesaid Judgment, in that Plaintiff is without an adequate ^{remedy} at law, and that Plaintiff will suffer, "immediate and irreparable harm" if his home is allowed to be sold at the November 3, 1983 Sheriff's Sale,

It is hereby ORDERED and DIRECTED that the Defendant, Victor Vandling, Sheriff of Columbia County, is enjoined from selling the Plaintiff's home at the Sheriff's Sale scheduled for November 3, 1983 in the Columbia County Courthouse, Bloomsburg, Pennsylvania.

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And it is further ORDERED and DIRECTED that the parties shall appear at a Hearing on the 8th day of November, 1983, at 1:30 P.M., in Court Room No. , of the Columbia County Courthouse, Bloomsburg, Pennsylvania, for the purpose of determining

whether this Injunction shall continue in effect.

By the Court,

Edgar W. Hayes
J.

LEO JOSEPH YODOCK,
Plaintiff

vs.

SHERIFF OF COLUMBIA COUNTY,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY, PA

: CIVIL ACTION - EQUITY

:
: NO. #1172-1982

COMPLAINT

1. The Plaintiff is Leo Joseph Yodock, an adult individual, who resides at 233 West Third Street, Bloomsburg, Columbia County, Pennsylvania.

2. The Defendant is Victor Vandling, an adult individual, Sheriff of Columbia County, with offices at the Columbia County Courthouse, Bloomsburg, Pennsylvania.

3. On September 15, 1983, the First National Bank of Mocanagua, n-k-a Northeastern Bank of Central Pennsylvania, of Mocanagua, Luzerne County, Pennsylvania, caused to be entered in the Office of the Prothonotary of Columbia County, Pennsylvania, a Default Judgment in Mortgage Foreclosure, Docket No. 1172 of 1982 against the Plaintiff, Leo Josphe Yodock.

4. Subject of the aforesaid Default Judgment was the Plaintiff's home located at 233 West Third Street, Bloomsburg, Columbia County, Pennsylvania.

5. Subsequent to the filing of the aforesaid Default Judgment, a Writ of Execution issued upon the aforesaid property pursuant to No. 68 Term of 1983.

6. As a result of the above, Plaintiff's home, situate

at 233 West Third Street, Bloomsburg, Columbia County, Pennsylvania, is scheduled for Sheriff's Sale at 10:00 A.M., November 3, 1983, in the Columbia County Courthouse, Bloomsburg, Pennsylvania.

7. On November 1, 1983, the Plaintiff became aware for the first time of facts which would constitute a meritorious defense to the aforesaid action in Mortgage Foreclosure.

8. Accordingly, Plaintiff desires to file a Petition with the Court to open the aforesaid Default Judgment.

9. The facts that support Plaintiff's claim of a meritorious defense, as aforesaid, are that during the term of the mortgage that was the subject of the aforementioned action in Mortgage Foreclosure, the mortgagee, First National Bank of Mocaqua, charged Plaintiff a sum in excess of \$21,000.00 in usurious interest.

10. The aforesaid Petition to open Default Judgment, which Plaintiff intends to file with the Court in the very near future, does not afford Plaintiff an adequate remedy at law due to the imminence of the aforesaid scheduled Sheriff's Sale of Plaintiff's home.

11. Plaintiff will suffer "immediate and irreparable injury" if said Sheriff's Sale is allowed to take place.

WHEREFORE, Plaintiff prays that this Court:

1. Issue a special Injunction, enjoining the Defendant from selling Plaintiff's home on November 3, 1983, as heretofore scheduled.

2. Issue said Injunction without bond or with nominal bond.


3. Schedule a Hearing within five (5) days, as required by Court Rule, on why the special Injunction should not remain in effect.

Respectfully submitted,

G. Scott Gardner, Esquire
Attorney for Plaintiff
I.D. No. 36507

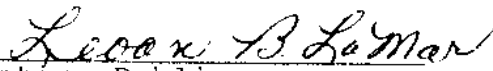
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF COLUMBIA :

LEO JOSEPH YODOCK, being duly sworn according to law,
deposes and says that the facts set forth in the foregoing
Complaint are true and correct to the best of his knowledge,
information and belief.


Leo Joseph Yodock

Sworn to and subscribed
before me this 2nd day
of November, A.D., 1983.

(SEAL)


Notary Public

LEON B. LAMAR, Notary Public
Williamsport, Lycoming Co., Pa.
My Commission Expires Nov. 4, 1985

Chairman
Warren K. Erwine
Vice Chairman
Charles Housenick II
Treasurer
Dr. Michael Herbert
Secretary-Asst. Treasurer
Gerald Depo
Solicitor
Charles B. Pursel

MUNICIPAL AUTHORITY
of the
TOWN OF BLOOMSBURG
PENNSYLVANIA (17815)
(717) 784-5422

Board of Directors
Warren K. Erwine
Robert Linn
Dr. Michael Herbert
Charles Housenick II
Charles E. Long

September 20, 1983

Mr. Victor B. Vandling
Sheriff of Columbia County
Columbia County Court House
W. Main Street
Bloomsburg, Pa., 17815

Dear Mr. Vandling:

As per your Sheriff's Sale notification mailed to us,
I am listing below bills owing the Municipal Authority
of the Town of Bloomsburg, Pa. If there would be a final
reading, we cannot give it to you until the Water Company
would be notified to take the final reading.

Bills 4/15/79 - 9/15/83	\$1,363.60
Liens and costs	<u>279.42</u>
Total owing as of 9/15/83	\$1,643.02

Thank you.

Very truly yours,

(Mrs.) Edna E. Fisher

(Mrs.) Edna E. Fisher
Municipal Authority
of the
Town of Bloomsburg

cc: Charles B. Pursel, Solicitor
238 Market Street
Bloomsburg, Pa., 17815

OFFICE SHERIFF
COLUMBIA COUNTY
SEP 21 11 32 AM '83
SHERIFF
CHIEF DEPUTY

*Barbara Hunsinger called - amount now
\$1,757.89 as of 12/15/83 @ 10:00 A.M.*

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Bushkoff~~ 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

Leo J. Yodock, Jr. and Janet M. Yodock, 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 31st day of October
A.D., 19 83.

Beverly J. Michael Acting
RECORDER

This Indenture,

Made the 20th day of September in the year of our Lord one thousand nine hundred and seventy-six (1976).

Between--LEO J. YODOCK, JR. and JANET M. YODOCK, his wife, of the Town of Bloomsburg, County of Columbia and State of Pennsylvania, MORTGAGORS,

-----A N D-----

-----THE FIRST NATIONAL BANK OF MOCANAQUA, a Pennsylvania Corporation located at 132 Main Street, Mocanaqua, Pennsylvania, MORTGAGEE.

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee-----its attorneys-----its Successors or Assigns in the sum of One hundred twenty thousand and 00/100---(\$120,000.00)-----Dollars, conditioned for the payment of a debt of--Sixty thousand and 00/100--(\$60,000.00)-----Dollars with interest at the rate of eight and one-half (8½%) per cent per annum, payable principal and interest as follows:

The sum of Five hundred twenty and 72/100--(\$520.72)--dollars on the _____ day of _____, 1976, and the like payment of Five hundred twenty and 72/100--(\$520.72)--dollars on the _____ day of each month thereafter for a period of twenty (20) years, at which time the entire unpaid principal balance and interest shall be paid in full. Mortgagors to have the privilege and option of making further payments on principal and on any amount at any time before maturity.

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 --Sixty thousand and 00/100----- (\$60,000.00)-----

Dollars and take no insurance not payable to the Mortgagee, The First National Bank. 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 Mortgagors herein,-----their heirs and

assigns-----, 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 Mortgagors herein,

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

All--that certain lot of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Third Street and Oyer Alley, now Oyer Avenue; and running thence along the north side of said Street, south 61 degrees west, 66 feet to a corner of lot late of the Estate

of Israel Roberts, deceased, later the Estate of C. A. Moyer, deceased; thence along the same, north 29 degrees west, 214 feet 6 inches to Pine Alley; thence along said Alley, north 61 degrees east, 66 feet to Oyer Alley, now Oyer Avenue aforesaid; and thence along said Alley, south 29 degrees east, 214 feet 6 inches to the place of beginning. Containing 1/3 of an acre of land being the same, more or less. It being marked and numbered in the general plan of said Town of Bloomsburg, as #70. A brick frame 2½ story dwelling house, a barn, now converted to auto stalls, and additional improvements are erected upon said lot of land.

EXCEPTING AND RESERVING therefrom the premises conveyed by Lois Remley Hartranft and Wayne M. Hartranft, her husband, to Pennsylvania Gas and Water Company, by deed dated May 15, 1965, recorded in Columbia County Deed Book 228, page 604, bounded and described as follows, to-wit:

BEGINNING at the southwesterly corner of the intersection of Pine Avenue and Oyer Avenue; thence along said Oyer Avenue, south 29 degrees 00 minutes east, 25 feet to a point in line of other lands of the Grantors herein; thence along line of other lands of the Grantors herein, south 61 degrees 00 minutes west, 66 feet to a point in line of lands now or late of C. A. Moyer, deceased; thence along the same, north 29 degrees 00 minutes west, 25 feet to the southerly line of said Pine Avenue; thence along the southerly line of said Pine Avenue, north 61 degrees 00 minutes east, 66 feet to the place of beginning. Containing 1,650 square feet of land being the same, more or less. Being a part of Lot No. 70 in the general plan of the Town of Bloomsburg.

BEING the same premises that Samuel A. Remley, Widower, by deed dated August 1, 1955, recorded in the office of the recorder of deeds in and for Columbia County, in Deed Book 175, page 26, granted and conveyed to Lois Remley Hartranft, female Grantor herein.

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 s or their Rep-
resentatives, or mailed to their proper address, or upon default in the payment of any tax as-
sessed 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, Attor-
ney's commission of 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 s, 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 S----- and seal S----- of the said Mortgagor s.

Signed, Sealed and Delivered
in the presence of

Parola A. DeLoe

Leo J. G. G. G.
Paul M. G. G. G.

Seal

Seal

Seal

Seal

Seal

State of Pennsylvania,
County of Columbia.

On this, the---20th----- day of---September-----A. D. 1976, before me
-----a Notary Public-----the undersigned Officer,
personally appeared---Leo J. Yodock, Jr. and Janet M. Yodock, 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 purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

John M. Kuchka
NOTARY PUBLIC
Title of Officer
My commission expires: 12/12/79
Berwick, Columbia County, Penna.

I hereby certify that the precise address of the within described
property is 233 West Third Street, Bloomsburg, Columbia County,
Pennsylvania.

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage is 132 Main Street, Mocanaqua, Pennsylvania.

John M. Kuchka Esq.

Attorney for Mortgageors

REC'D BY RECORDER
COLUMBIA CO., PA.

Number 259

TAX FEE 766
SEP 23 4 11 PM '76

Mortgage
To A Corporation

LEO J. YODOCK, JR. and

JANET M. YODOCK, his wife

To

THE FIRST NATIONAL BANK OF

MOCANAQUA

Dated September 19 76
Upon
To secure - \$60,000.00
Payable in monthly install-
ments of \$520.72 for 20
years.

John M. Kuchka, Esq.
132 East Front St.
Berwick, PA 18603

Form No. 107C Legal Pack Finkey, Inc. 10/76

Commonwealth of Pennsylvania
County of Columbia 4:11 p.m.

Recorded on this 23rd day of Sept. A. D. 1976, in the Re-
corder's Office of the said County in Mortgage Book Volume 150 Page 945

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

Marvin T. Bauer Recorder

Know all Men by these Presents,

That I, **VICTOR B. VANDLING**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of _____ dollars to me in hand paid, do hereby grant and convey to

ALL THAT CERTAIN lot of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Third Street and Oyer Alley, now Oyer Avenue; and running thence along the north side of said Street, south 61 degrees west, 66 feet to a corner lot late of the Estate of Israel Roberts, deceased, later the Estate of C. A. Moyer, deceased; thence along the same, north 29 degrees west, 214 feet 6 inches to Pine Alley; thence along said Alley, north 61 degrees east, 66 feet to Oyer Alley, now Oyer Avenue aforesaid; and thence along said Alley, south 29 degrees east, 214 feet 6 inches to the place of beginning. Containing $\frac{1}{3}$ of an acre of land being the same, more or less. It being marked and numbered in the general plan of said Town of Bloomsburg, as #70. A brick frame $2\frac{1}{2}$ story dwelling house, a barn now converted to auto stalls, and additional improvements are erected upon lot of land.

EXCEPTING AND RESERVING therefrom the premises conveyed by Lois Remley Hartranft and Wayne M. Hartranft, her husband, to Pennsylvania Gas and Water Company, by deed dated May 15, 1965, recorded in Columbia County Deed Book 228, page 604, bounded and described as follows, to wit:

BEGINNING at the southwesterly corner of the intersection of Pine Avenue and Oyer Avenue; thence along said Oyer Avenue, south 29 degrees 00 minutes east, 25 feet to a point in line of other lands of the Grantors herein; thence along line of other lands of the Grantors herein, south 61 degrees 00 minutes west, 66 feet to a point in line of lands now or late of C. A. Moyer, deceased; thence along the same, north 29 degrees 00 minutes west, 25 feet to the southerly line of said Pine Avenue; thence along the southerly line of said Pine Avenue, north 61 degrees 00 minutes east, 66 feet to the place of beginning. Containing 1,650 square feet of land being the same, more or less. Being a part of Lot No. 70 in the general plan of the Town of Bloomsburg.

Improved with a two story, multi-family brick and wood residential dwelling and more commonly known as 233 West Third Street, Bloomsburg, Pennsylvania.

Together with all buildings and improvements thereon.

In Witness Whereof, I have hereunto affixed my signature this

day of

Anno Domini one

thousand nine hundred and

Sheriff of Columbia County, Pennsylvania

Commonwealth of Pennsylvania, ss.

Before the undersigned, _____ Prothonotary
of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared
_____, Sheriff of Columbia County aforesaid, and
in due form of law declared that the facts set forth in the foregoing Deed are true, and that
he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this

day of

Anno Domini one thousand nine hundred and

Prothonotary

Commonwealth of Pennsylvania }
County of Columbia } ss

RECORDED on this _____ day of _____

A. D. 19____, in the Recorder's office of said County, in Deed Book

Vol. _____, Page _____

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

Recorder

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

J. Stephe

and says that Press-Enterr
and place of business at ?
of Pennsylvania, and w
daily (except Sundays
the date of its es
advertisement in f
Oct
exactly as pri
newspaper ir
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publica

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

PAY TO THE
ORDER OF

Two Hundred - Twenty Five and 44/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.
FOR Northeast Bank vs Yodock
No. 68 of 1983 C.D. © 1983 130593E

October 28, 1983

6560

80-583
913

\$ 225.44
DOLLARS

Victor B. Vandling
572 W 8th St
05

day of Oct 1
Matthew J. Cume
(Notary Pu

Yodock Sheriff Sale
225.44

SHERIFF'S SALE

By virtue of a Writ of Execution No. 68 of 1983, 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 Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, at:

10:00 o'clock a.m.
Thurs., Nov. 3, 1983

in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Third Street and Oyer Alley, now Oyer Avenue; and running thence along the north side of said Street, south 61 degrees west, 66 feet to a corner lot late of the Estate of Israel Roberts, deceased, later the Estate of C.A. Moyer, deceased; thence along the same, north 29 degrees west, 214 feet, 6 inches, to Pine Alley; thence along said Alley, north 61 degrees east,

66 feet to Oyer Alley, now Oyer Avenue afore-said; and thence along said Alley, south 29 degrees east, 214 feet 6 inches to the place of beginning. Containing 1/2 of an acre of land being the same, more or less. It being marked and numbered in the general plan of said Town of Bloomsburg, as #70. A brick frame 2 1/2 story dwelling house, a barn, now converted to auto stalls, and additional improvements are

NEW J CHIME
MSBURG COU
MISSION EXPIE
Pennsylvania Ass

vertising
tice, and t

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.

SEIZED AND TAKEN into execution at the suit of The First National Bank of Mocaqua n/k/a Northeastern Bank of Pennsylvania, against Leo J. Yodock, Jr. and Janet M. Yodock, his wife, and will be sold by:

Victor B Vandling
Sheriff of
Columbia County

Rosenn, Jenkins
and Greenwald
Attorneys

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley

....., being duly sworn accord
and says that Press-Enterprise is a newspaper of general circulation with
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of C
of Pennsylvania, and was established on the 1st day of March, 1902, and h
daily (except Sundays and Legal Holidays) continuously in said Town, Cour
the date of its establishment; that hereto attached is a copy of the
advertisement in the above entitled proceeding which appeared in the issue
on Oct. 12, 19, 26,

exactly as printed and published; that the affiant is one of the owners and
newspaper in which legal advertisement or notice was published; that neit
Press-Enterprise are interested in the subject matter of said notice and a
that all of the allegations in the foregoing statement as to time, place,
publication are true.

J. Stephen Buckley

Sworn and subscribed to before me this 27th day of Oct.

Matthew J. Chmiel
(Notary Pu

My Commission E

MATTHEW J. CHMIEL
BLOOMSBURG, COL
MY COMMISSION EXPIR
Member, Pennsylvania Ass

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

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 68 of 1983,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash in the
Court House, in the
Town of Bloomsburg,
Columbia County, Penn-
sylvania, at:

10:00 o'clock a.m.
Thurs., Nov. 3, 1983

in the forenoon of the
said day, all the right,
title and interest of the
defendants in and to:

**ALL THAT CERTAIN lot of
ground situate in the
Town of Bloomsburg,
Columbia County, Penn-
sylvania, bounded and
described as follows:**

BEGINNING at a post
corner of Third Street
and Oyer Alley, now
Oyer Avenue; and run-
ning thence along the
north side of said Street,
south 61 degrees west, 66
feet to a corner lot late
of the Estate of Israel
Roberts, deceased, later
the Estate of C.A.
Moyer, deceased; thence
along the same, north 29
degrees west, 214 feet, 6
inches to Pine Alley;
thence along said Alley,
north 61 degrees east,

66 feet to Oyer Alley,
now Oyer Avenue afore-
said; and thence along
said Alley, south 29
degrees east, 214 feet 6
inches to the place of
beginning. Containing 1/2
of an acre of land being
the same, more or less.
It being marked and
numbered in the general
plan of said Town of
Bloomsburg, as #70. A
brick frame 2 1/2 story
dwelling house, a barn,
now converted to auto
stalls, and additional
improvements are

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 excep-
tions are filed thereto
within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
The First National Bank
of Mocaqua n/k/a
Northeastern Bank of
Pennsylvania, against
Leo J. Yadock, Jr. and
Janet M. Yadock, his
wife, and will be sold
by:

Victor B Vandling
Sheriff of
Columbia County

Rosenn, Jenkins
and Greenwald
Attorneys

TAX NOTICES-25

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN
TOWN HALL
BLOOMSBURG, PA. 17815

HOURS WEEKDAYS 9 TO 12, 1 TO 5
CLOSED MON & SAT AFTERNOONS
CLOSED ON HOLIDAYS
PHONE 764-1519

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

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ALYSSA J. JR. JANET H
17815

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

FOR COUMIA COUNTY	DATE 03/01/83	BILL NO. 01178
DESCRIPTION COUNTY B. S. TOWNSHIP W. R. PARCEL 17815	ASSESSMENT 5250	MILLS 1.50
LESS DISCOUNT 92.61		TAX 147.00
AMOUNT DUE 147.00		INCL. PENALTY 17.00
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE		
PAY THIS AMOUNT		

PROPERTY DESCRIPTION SCHOOL 100	ACT NO. 17815	PARCEL 17815
TOWN OF BLOOMSBURG, PA		
AUG 19 1983		

PAID
TOWN OF BLOOMSBURG, PA
AUG 19 1983

GERALDINE S. KERN
TAX COLLECTOR

TAX NOTICES-25

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN
TOWN HALL
BLOOMSBURG, PA. 17815

HOURS WEEKDAYS 9 TO 12, 1 TO 5
CLOSED MON & SAT AFTERNOONS
CLOSED ON HOLIDAYS
PHONE 764-1519

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
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ALYSSA J. JR. JANET H
17815

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

FOR BLOOMSBURG AREA SCHOOL DISTRICT	DATE 07/01/83	BILL NO. 01178
DESCRIPTION SCHOOL 100	ASSESSMENT 5250	MILLS 1.50
LESS DISCOUNT 92.61		TAX 147.00
AMOUNT DUE 147.00		INCL. PENALTY 17.00
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE		
PAY THIS AMOUNT		

PROPERTY DESCRIPTION SCHOOL 100	ACT NO. 17815	PARCEL 17815
TOWN OF BLOOMSBURG, PA		
AUG 19 1983		

PAID
TOWN OF BLOOMSBURG, PA
AUG 19 1983

GERALDINE S. KERN
TAX COLLECTOR

TERM
SESS. 19_____

BLOOMSBURG, PA. _____ October 24 1983

M Sheriff

vs.

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

LEO J. YODOCK, JR. and JANET M. YODOCK

Court of Common Pleas of Columbia County, Pennsylvania.

Charles D. & Rose M. Rodgers

versus

Leo J. Yodock, Jr. & William J. Yodock

No. 168 of September Term, 1974
Real Debt || \$ 7,664.52
Interest from ||
Commission ||
Costs ||
Judgment entered June 25, 1979
Date of Lien
Nature of Lien Judgment on Verdict

Universal Suppliers, Inc.

versus

Leo Yodock, Jr.

No. 932 of Term, 1980
Real Debt || \$ 5,155.83
Interest from ||
Commission ||
Costs ||
Judgment entered June 11, 1980
Date of Lien
Nature of Lien Judgment Note

Poloron Homes

versus

Leo J. Yodock, Jr.

No. 979 of Term, 1980
Real Debt || \$25,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered June 18, 1980
Date of Lien
Nature of Lien Judgment Note

Town of Bloomsburg

versus

Leo J., Jr. & Janet Yodock

No. 262 of Term, 1980
Real Debt || \$ 627.36
Interest from ||
Commission ||
Costs ||
Judgment entered December 29, 1980
Date of Lien
Nature of Lien Sewer Claim

Dept. of Public Welfare

versus

Janet K. Yodock

No. 479 of Term, 1981
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered April 3, 1981
Date of Lien
Nature of Lien Reimbursement Agreement

LIST OF LIENS

VERSUS

LEO J. YODOCK, JR. and JANET M. YODOCK

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn Bank

versus

Leo J., Jr. & Janet Yodock

No. 579 of Term, 1981
Real Debt \$40,000.00
Interest from
Commission
Costs
Judgment entered April 21, 1981
Date of Lien
Nature of Lien Guaranty Note

United Penn Bank

versus

Leo J., Jr. & Janet K. Yodock

No. 580 of Term, 1981
Real Debt \$20,000.00
Interest from
Commission
Costs
Judgment entered April 21, 1981
Date of Lien
Nature of Lien Guaranty Note

Thorp Consumer Discount Co.

versus

Janet K. Yodock

No. 1029 of Term, 1981
Real Debt \$9,774.48
Interest from
Commission
Costs
Judgment entered August 17, 1981
Date of Lien
Nature of Lien Default Judgment

Municipal Authority of the Town of
Bloomsburg, Pa.

versus

Leo J., Jr. & Janet K. Yodock

No. 183 of Term, 1981
Real Debt \$297.45
Interest from
Commission
Costs
Judgment entered September 11, 1981
Date of Lien
Nature of Lien Sewer Claim

Susquehanna Savings Association

versus

Leo J., Jr. & Janet K. Yodock

No. 1285 of Term, 1981
Real Debt \$52,952.35
Interest from
Commission
Costs
Judgment entered November 2, 1981
Date of Lien
Nature of Lien Default Judgment

LIST OF LIENS
VERSUS

LEO J. YODOCK, JR. & JANET K. YODOCK

Court of Common Pleas of Columbia County, Pennsylvania.

Town of Bloomsburg
versus
Leo J., Jr. & Janet K. Yodock

No. 157 of Term, 1982
Real Debt \$24,76
Interest from
Commission
Costs
Judgment entered December 29, 1982
Date of Lien
Nature of Lien Sewer Claim

U.S. America
versus
Leo J. Yodock, Jr.

No. 270 of Term, 1983
Real Debt \$6368.83
Interest from
Commission
Costs
Judgment entered March 9, 1983
Date of Lien
Nature of Lien Federal Tax Lien

First National Bank of Mocanaqua
n/k/a Northeastern Bank of Pa.
versus
Leo J., Jr. & Janet M. Yodock

No. 1172 of Term, 1982
Real Debt \$65,233.13
Interest from
Commission
Costs
Judgment entered September 15, 1983
Date of Lien
Nature of Lien Order of Court

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



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1891

1st National Bank of Mocaqua
n/k/a Northeastern Bank of Penna.

vs

Leo Yodock Jr. & Janet M Yodock

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. 68 of 1983ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 7, 1983 at 11:20 AM., posted a copy of the
SHERIFF'S SALE bill on the property of Leo Yodock Jr. and Janet M Yodock
Property Located at 233 W. 3rd St., Bloomsburg, Penna.

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. Bandling
Sheriff, Col. Co.

Sworn and subscribed before me this
7th day of October 1983.

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

1st National Bank of
Mocanaqua n/k/a Northeastern
Bank of Penna.

vs

Leo Yodock Jr. and Janet M. Yodock

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.

NO. 68 of 1983ED

WRIT OF EXECUTION

SERVICE ON Janet M Yodock

ON Sept. 20, 1983 at 4:10 PM. served , 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,
Janet M Yodock at Office of the Sheriff, Courthouse

Bloomsburg, Penna. by Delbert Doty

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

So Answers:

Delbert Doty

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 21 day of Sept.
19 83

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

1 st Nat'l Bank of Mocaqua n/k/a
Northeastern Bank of Pennsylvania

VS

Leo Yodock, Jr. & Janet M. Yodock h/w

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. 68 of 1983 E.D.

WRIT OF EXECUTION

SERVICE ON Leo Yodock Jr.

ON September 21, 1983 at 8:40 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,

Leo Yodock, Jr. at 233 W 3rd St. Bloomsburg, PA

by Delbert Doty and 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:

Delbert Doty & John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 21 day of September
1983

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

By virtue of a Writ of Execution No. 68 of 1983, 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 Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., in the forenoon of the said day, Thursday, November 3, 1983, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Third Street and Oyer Alley, now Oyer Avenue; and running thence along the north side of said Street, south 61 degrees west, 66 feet to a corner lot late of the Estate of Israel Roberts, deceased, later the Estate of C.A. Moyer, deceased; thence along the same, north 29 degrees west, 214 feet 6 inches to Pine Alley; thence along said Alley, north 61 degrees east, 66 feet to Oyer Alley, now Oyer Avenue aforesaid; and thence along said Alley, south 29 degrees east, 214 feet 6 inches to the place of beginning. Containing 1/3 of an acre of land being the same, more or less. It being marked and numbered in the general plan of said Town of Bloomsburg, as #70. A brick frame 2 1/2 story dwelling house, a barn, now converted to auto stalls, and additional improvements are erected upon lot of land.

EXCEPTING AND RESERVING therefrom the premises conveyed by Lois Remley Hartranft and Wayne M. Hartranft, her husband, to Pennsylvania Gas and Water Company, by deed dated May 15, 1965, recorded in Columbia County Deed Book 228, page 604, bounded and described as follows, to wit:

BEGINNING at the southwesterly corner of the intersection of Pine Avenue and Oyer Avenue; thence along said Oyer Avenue, south 29 degrees 00 minutes east, 25 feet to a point in line of other lands of the Grantors herein; thence along line of other lands of the Grantors herein, south 61 degrees 00 minutes west, 66 feet to a point in line of lands now or late of C.A. Moyer, deceased; thence along the same, north 29 degrees 00 minutes west, 25 feet to the southerly line of said Pine Avenue; thence along the southerly line of said Pine Avenue, north 61 degrees 00 minutes east, 66 feet to the place of beginning. Containing 1,650 square feet of land being the same, more or less. Being a part of Lot No. 70 in the general plan of the Town of Bloomsburg.

Improved with a two story, multi-family brick and wood residential dwelling and more commonly known as 233 West Third Street, Bloomsburg, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter 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.

SEIZED AND TAKEN into execution at the suit of THE FIRST NATIONAL BANK OF MOCANAQUA n/k/a NORTHEASTERN BANK OF PENNSYLVANIA, against LEO J. YODOCK, JR. and JANET M. YODOCK, his wife, and will be sold by:

THE FIRST NATIONAL BANK OF	:	IN THE COURT OF COMMON PLEAS
MOCANAQUA n/k/a NORTHEASTERN BANK	:	
OF PENNSYLVANIA,	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
	:	CIVIL ACTION-LAW
VS.	:	
	:	IN MORTGAGE FORECLOSURE
LEO J. YODOCK, JR. and JANET M.	:	
YODOCK, his wife,	:	
DEFENDANTS	:	NO. 1172 OF 1982

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: LEO J. YODOCK, JR. and JANET M. YODOCK, his wife, Defendants
herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ
of Execution issued under the above-captioned Judgment, directed to
the Sheriff of Columbia County, there will be exposed to public sale,
by vendue or outcry to the highest and best bidders, for cash, in the
Courthouse, in the City of Bloomsburg, County of Columbia, and State
of Pennsylvania, *Thursday, November 3*, 1983, at *10:00* a.m., eastern
time, in the forenoon of the said day, all your right, title and
interest in and to ALL that certain piece or parcel of land situate in
233 West Third Street, Bloomsburg, County of Columbia, and State of
Pennsylvania, the same more particularly described in Exhibit "A",
attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: 

GARRY S. TAROLI, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

DERR, PURSEL & LUCHAS

BY: 

DALE A. DERR, ESQUIRE
238 Market Street
P.O. Box 539
Bloomsburg, PA 17815

Attorneys for Plaintiff

By virtue of a Writ of Execution No. 68 of 1983, 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 Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., in the forenoon of the said day, / Thursday, November 3, 1983 all the right, title and interest of the defendants in and to:

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