

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

June 28, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE vs. BARRY A. &  
CHARNA YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

Gary E. Norton  
238 Market Street  
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed the recorded deed for the above named sheriff sale that was held in our office recently.

If you have any questions, please feel free to contact this office.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

June 24, 1988

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. BARRY A. & CHARNA YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

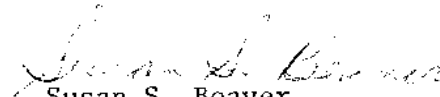
Press-Enterprise  
P.O. Box 745  
Bloomsburg, PA 17815

Dear Sir:

Please find enclosed a check for \$214.04 for advertising the above named sheriff sale in the paper.

If you have any questions, please feel free to contact this office.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
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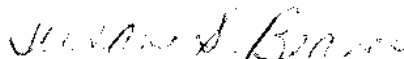
Chris Klinger  
Boro of Berwick  
344 Market Street  
Berwick, PA 18603

Dear Chris:

Please find enclosed a check for \$215.63. This check represents the sewer rental from the above named sheriff sale held in our office recently. The new owners are Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre, whose address is 44 Market Street, Wilkes-Barre, PA 18773.

If you have any questions, please feel free to contact this office.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

June 24, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE vs. BARRY A. & CHARNA YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

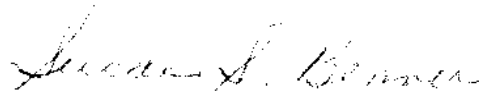
Connie K. Gingham  
120 R. E. 3rd Street  
Berwick, PA 18603

Dear Connie:

Please find enclosed a check for \$108.99. This check represents the taxes due on the above named sheriff sale that was held in our office recently. The new owners are Franklin First Federal Savings and Loan Assoc. of Wilkes-Barre, whose address is 44 Market Street, Wilkes-Barre, PA 18773.

If you have any questions, please feel free to contact this office.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

June 24, 1988

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. BARRY A. & CHARNA YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

Robert Swartz  
29 E. Main Street  
Bloomsburg, PA 17815

Dear Rob:

Please find enclosed a check for \$30.00. This check represents the solicitor costs incurred in the above named sheriff sale that was held in our office recently.

Your help and cooperation in this matter is greatly appreciated.

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

# SHERIFF'S SALE

## Distribution Sheet

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. VS. BARRY A. & CHARNA YOHE

OF WILKES-BARRE 937 of 1987 JD  
 NO. 18 of 1988 ED  
 DATE OF SALE: June 10, 1988

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 (date) June 10, 1988 and (time) 10:30 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre for the price or sum of Nine hundred four dollars and seventy-nine cents Dollars. Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$	904.79	
Poundage .....		18.10	
Transfer Taxes .....			
Total Needed to Purchase .....	\$	922.89	
Amount Paid Down .....		500.00	
Balance Needed to Purchase .....		422.89	pd. 6/10/88

### EXPENSES:

Columbia County Sheriff - Costs .....	\$	224.38	
Poundage .....		18.10	
	\$	242.48	
Newspaper .....		214.04	
Printing .....		37.25	
Solicitor .....		30.00	
Columbia County Prothonotary .....		25.00	
Columbia County Recorder of Deeds -		18.50	
		Deed copy work	
		Realty transfer taxes	
		State stamps	
Tax Collector ( BERWICK, 1988 ) .....		108.99	
Columbia County Tax Assessment Office .....			
State Treasurer .....		26.00	
Other: SEWER RENTAL .....		215.63	
TAX CLAIM BUREAU, LIEN CERTIFICATE .....		5.00	

TOTAL EXPENSES: \$ 922.89

Total Needed to Purchase	\$	922.89	
Less Expenses			
Net to First Lien Holder			
Plus Deposit		500.00	
Total to First Lien Holder	\$	422.89	BAL. DUE
			pd. 6/10/88

Sheriff's Office, Bloomsburg, Pa. }

So answers

\_\_\_\_\_  
Sheriff

SHERIFF'S SALE REAL ESTATE  
FINAL COST SHEET

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. VS  
OF WILKES-BARRE

BARRY A. & CHARNA YOHE

NO. 18 of 1988 E.D. NO. 937 of 1987 J.D.

DATE OF SALE: June 10, 1988

BID PRICE ( INCLUDES COSTS )

\$ 904.79

POUNDAGE 2% BID PRICE

\$ 18.10

TRANSFER TAX 2% BID PRICE

\$

MISC. COSTS

\$

TOTAL NEEDED TO PURCHASE

\$ 922.89

PURCHASER(S) : Franklin 1st Federal Savings Loan Assoc of W.B.

ADDRESS : 1400 Market St WB 18703

NAME(S) ON DEED: name

PURCHASER(S) SIGNATURE(S) : Eugene D. Herring, JR

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 922.89

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$

AMOUNT DUE IN

EIGHT DAYS \$ 422.89



**Franklin First Federal  
Savings and Loan Association**  
44 W. Market St., Wilkes-Barre, PA 18773  
Escrow Account



50-1042  
223

98-307369878

Date **June 10, 1988** Amount **\$422.89**

PAY FOUR HUNDRED TWENTY-TWO AND 89/100 - - - - -

TO THE ☐  
ORDER  
OF

**Sheriff of Columbia County**

DRAWER: FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

TO CITIBANK (NEW YORK STATE): ROCHESTER, N.Y.

AUTHORIZED SIGNATURE

⑆022310422⑆ 8⑈409688 307369878

Please detach before depositing

98-307369878

Date	Description	Amount
June 10, 1988	6666-13010	\$422.89
Costs sheriff sale re: Barry Yohe, et ux		04-15443-01
220 East 10th St., Berwick, PA		

Franklin First Federal Savings and Loan Association

Please detach before depositing

98-307369878

Date	Description	Amount
June 10, 1988	6666-13010	\$422.89
Costs sheriff sale re: Barry Yohe, et ux		04-15443-01
220 East 10th St., Berwick, PA		

Franklin First Federal Savings and Loan Association

# SHERIFF'S SALE - COSTS SHEET

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE vs. BARRY A. & CHARNA YOHE

NO. 18 of 1988 E.D. NO. 937 of 1987 J.D. DATE OF SALE June 10, 1988

DOCKET & LEVY	\$ 14.00
SERVICE	94.00
MAILING	17.38
ADVERTISING, SALE BILLS & NEWSPAPERS	18.00
POSTING HANDBILLS	28.00
MILEAGE	20.00
CRYING/ADJOURN OF SALE	14.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER	

TOTAL . . . . . \$ 224.38

PRESS-ENTERPRISE, INC.	\$ 214.04
HENRIE PRINTING	37.25
SOLICITOR'S SERVICES	30.00

TOTAL . . . . . \$ 281.29

PROTHONOTARY:	LIENS LIST	\$ 20.00
	DEED NOTARIZATION	5.00
	OTHER	

TOTAL . . . . . \$ 25.00

RECORDER OF DEEDS:	COPYWORK	\$
	DEED	13.50
	OTHER SEARCH	5.00

TOTAL . . . . . \$ 18.50

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19 88	\$ 108.99	
SCHOOL TAXES, DISTRICT		19
DELINQUENT TAXES, 19		19

TOTAL . . . . . \$ 108.99

MUNICIPAL RENTS:		
SEWER - MUNICIPALITY	BERWICK	19 88
WATER - MUNICIPALITY		19

TOTAL . . . . . \$ 215.63

SURCHARGE FEE: (STATE TREASURER) TOTAL . . . . . \$ 26.00

MISCELLANEOUS:	Tax Claim Bureau, Lien Certificate	\$ 5.00
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TOTAL . . . . . \$ 5.00

TOTAL COSTS . . . . . \$ 904.79

Additional services are available. Consult your carrier for details. Restricted delivery, Registered mail, Signature required, Insured, etc.

18

1. Registered Number  
227143

2. Type of service:  
☒ Registered  
☐ Insured  
☐ COD  
☐ Restricted Delivery

3. Addressee's signature or initials and DATE DELIVERED.

4. Addressee's address (ONLY if registered mail fee paid)

**DOMESTIC RETURN RECEIPT**

1. Article Addressed to:  
2. Show to whom delivered, date, and addressee's address.

3. Article Addressed to:  
4. Show to whom delivered, date, and addressee's address.

5. Article Addressed to:  
6. Show to whom delivered, date, and addressee's address.

1. Article Addressed to:  
2. Show to whom delivered, date, and addressee's address.

3. Article Addressed to:  
4. Show to whom delivered, date, and addressee's address.

5. Article Addressed to:  
6. Show to whom delivered, date, and addressee's address.

7. Article Addressed to:  
8. Show to whom delivered, date, and addressee's address.

1. Article Addressed to:  
2. Show to whom delivered, date, and addressee's address.

3. Article Addressed to:  
4. Show to whom delivered, date, and addressee's address.

5. Article Addressed to:  
6. Show to whom delivered, date, and addressee's address.

7. Article Addressed to:  
8. Show to whom delivered, date, and addressee's address.

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2. Show to whom delivered, date, and addressee's address.

3. Article Addressed to:  
4. Show to whom delivered, date, and addressee's address.

5. Article Addressed to:  
6. Show to whom delivered, date, and addressee's address.

7. Article Addressed to:  
8. Show to whom delivered, date, and addressee's address.

1. Name of addressee 2. Address 3. City 4. State 5. Zip		6. Name of sender 7. Address 8. City 9. State 10. Zip		11. Name of addressee 12. Address 13. City 14. State 15. Zip		16. Name of sender 17. Address 18. City 19. State 20. Zip	
21. Name of addressee 22. Address 23. City 24. State 25. Zip		26. Name of sender 27. Address 28. City 29. State 30. Zip		31. Name of addressee 32. Address 33. City 34. State 35. Zip		36. Name of sender 37. Address 38. City 39. State 40. Zip	
41. Name of addressee 42. Address 43. City 44. State 45. Zip		46. Name of sender 47. Address 48. City 49. State 50. Zip		51. Name of addressee 52. Address 53. City 54. State 55. Zip		56. Name of sender 57. Address 58. City 59. State 60. Zip	
61. Name of addressee 62. Address 63. City 64. State 65. Zip		66. Name of sender 67. Address 68. City 69. State 70. Zip		71. Name of addressee 72. Address 73. City 74. State 75. Zip		76. Name of sender 77. Address 78. City 79. State 80. Zip	
81. Name of addressee 82. Address 83. City 84. State 85. Zip		86. Name of sender 87. Address 88. City 89. State 90. Zip		91. Name of addressee 92. Address 93. City 94. State 95. Zip		96. Name of sender 97. Address 98. City 99. State 100. Zip	
101. Name of addressee 102. Address 103. City 104. State 105. Zip		106. Name of sender 107. Address 108. City 109. State 110. Zip		111. Name of addressee 112. Address 113. City 114. State 115. Zip		116. Name of sender 117. Address 118. City 119. State 120. Zip	
121. Name of addressee 122. Address 123. City 124. State 125. Zip		126. Name of sender 127. Address 128. City 129. State 130. Zip		131. Name of addressee 132. Address 133. City 134. State 135. Zip		136. Name of sender 137. Address 138. City 139. State 140. Zip	
141. Name of addressee 142. Address 143. City 144. State 145. Zip		146. Name of sender 147. Address 148. City 149. State 150. Zip		151. Name of addressee 152. Address 153. City 154. State 155. Zip		156. Name of sender 157. Address 158. City 159. State 160. Zip	
161. Name of addressee 162. Address 163. City 164. State 165. Zip		166. Name of sender 167. Address 168. City 169. State 170. Zip		171. Name of addressee 172. Address 173. City 174. State 175. Zip		176. Name of sender 177. Address 178. City 179. State 180. Zip	
181. Name of addressee 182. Address 183. City 184. State 185. Zip		186. Name of sender 187. Address 188. City 189. State 190. Zip		191. Name of addressee 192. Address 193. City 194. State 195. Zip		196. Name of sender 197. Address 198. City 199. State 200. Zip	
201. Name of addressee 202. Address 203. City 204. State 205. Zip		206. Name of sender 207. Address 208. City 209. State 210. Zip		211. Name of addressee 212. Address 213. City 214. State 215. Zip		216. Name of sender 217. Address 218. City 219. State 220. Zip	
221. Name of addressee 222. Address 223. City 224. State 225. Zip		226. Name of sender 227. Address 228. City 229. State 230. Zip		231. Name of addressee 232. Address 233. City 234. State 235. Zip		236. Name of sender 237. Address 238. City 239. State 240. Zip	
241. Name of addressee 242. Address 243. City 244. State 245. Zip		246. Name of sender 247. Address 248. City 249. State 250. Zip		251. Name of addressee 252. Address 253. City 254. State 255. Zip		256. Name of sender 257. Address 258. City 259. State 260. Zip	
261. Name of addressee 262. Address 263. City 264. State 265. Zip		266. Name of sender 267. Address 268. City 269. State 270. Zip		271. Name of addressee 272. Address 273. City 274. State 275. Zip		276. Name of sender 277. Address 278. City 279. State 280. Zip	
281. Name of addressee 282. Address 283. City 284. State 285. Zip		286. Name of sender 287. Address 288. City 289. State 290. Zip		291. Name of addressee 292. Address 293. City 294. State 295. Zip		296. Name of sender 297. Address 298. City 299. State 300. Zip	
301. Name of addressee 302. Address 303. City 304. State 305. Zip		306. Name of sender 307. Address 308. City 309. State 310. Zip		311. Name of addressee 312. Address 313. City 314. State 315. Zip		316. Name of sender 317. Address 318. City 319. State 320. Zip	
321. Name of addressee 322. Address 323. City 324. State 325. Zip		326. Name of sender 327. Address 328. City 329. State 33					

<b>SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.</b> Put your address in "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you with the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.		<b>1. Show to whom delivered, date, and address a address.</b> Show to whom delivered, date, and address a address.	
<b>2. Restricted Delivery.</b> <input type="checkbox"/> Restricted Delivery.		<b>3. Address Restricted to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>4. Article Number:</b> 0271827136		<b>5. Type of Service:</b> <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD	
<b>6. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>7. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>8. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>9. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>10. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>11. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>12. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>13. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>14. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>15. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>16. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>17. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>18. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>19. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>20. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>21. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>22. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>23. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>24. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>25. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>26. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>27. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>28. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>29. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>29. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>30. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>30. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>31. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>31. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>32. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>32. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>33. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>33. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>34. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>34. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>35. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>35. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>36. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>36. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>37. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>37. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>38. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>38. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>39. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>39. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>40. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>40. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>41. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>41. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>42. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>42. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>43. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>43. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>44. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>44. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>45. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>45. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>46. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>46. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>47. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>47. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>48. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704	
<b>48. Addressed to:</b> CHS Kinder 444 Mt. St. Berkeley, CA 94704		<b>49. Addressed to:</b> CHS Kinder 	

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT \_\_\_\_\_  
DOCKET AND INDEX \_\_\_\_\_  
SET FILE FOLDER UP \_\_\_\_\_  
CHECK FOR PROPER INFO  
WRIT OF EXECUTION \_\_\_\_\_  
COPY OF DESCRIPTION \_\_\_\_\_  
WHEREABOUTS OF LAST KNOWN ADDRESS \_\_\_\_\_  
NON-MILITARY AFFIDAVIT \_\_\_\_\_  
NOTICES OF SHERIFF'S SALE \_\_\_\_\_  
WATCHMAN RELEASE FORM \_\_\_\_\_  
AFFIDAVIT OF LIENS LIST \_\_\_\_\_  
CHECK FOR \$500.00 -- \_\_\_\_\_

\* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO

SET SALE DATE AND ADV. DATES AND POSTING DATES \_\_\_\_\_  
POST ALL DATES ON CALANDER \_\_\_\_\_  
\* SET SALE DATE AT LEAST 2MONTHS AFTER RECEIVING WRIT  
\* SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES  
\* SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE

SET DISTRIBUTION DATE \_\_\_\_\_  
\* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)  
\* MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED

FILL IN ALL NO'S ON EXECUTION PAPERS \_\_\_\_\_  
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) \_\_\_\_\_

SERVICE

TYPE CARDS FOR DEFENDANTS \_\_\_\_\_  
PUT PAPERS TOGETHER FOR DEFENDANTS \_\_\_\_\_  
\* COPY OF WRIT FOR EACH DEFENDANT  
\* NOTICE OF SHERIFF SALE  
\* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS \_\_\_\_\_  
\* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT \_\_\_\_\_  
\* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO \_\_\_\_\_  
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS \_\_\_\_\_

SHERIFF'S SALE OUTLINE ON'TSALE BILLS

SEND DESCRIPTION TO PRINTER \_\_\_\_\_

\*\* THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. \_\_\_\_\_

SEND NOTICES TO LOCAL TAX COLLECTORS \_\_\_\_\_

NOTICES TO WATER AND SEWER AUTH. \_\_\_\_\_

SEND NOTICES TO FEDERAL AND STATE TAX AUTH \_\_\_\_\_

IF BUSINESS SEND COPY TO SBA AUTH. \_\_\_\_\_

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE \_\_\_\_\_

TAX CLAIM OFFICE \_\_\_\_\_

TAX ASSESSMENT OFFICE \_\_\_\_\_

PROTH OFFICE(post on board) \_\_\_\_\_

POST IN FRONT LOBBY \_\_\_\_\_

POST IN SHERIFF'S OFFICE \_\_\_\_\_

SEND COPY TO ATTY \_\_\_\_\_

POST PROPERTY ACCORDING TO DATE SET \_\_\_\_\_

SEND RETURN OF POSTING TO ATTY \_\_\_\_\_

DOCKET ALL COSTS \_\_\_\_\_

PREPARE COST SHEET 2 DAYS BEFORE SALE \_\_\_\_\_

\* BE SURE ALL COSTS ARE RECEIVED \_\_\_\_\_

PREPARE FINAL COSTS SHEET DAY OF SALE \_\_\_\_\_

HOLD SALE \_\_\_\_\_

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE \_\_\_\_\_

PAY DISTRIBUTION ACCORDING TO DATE \_\_\_\_\_

\* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED \_\_\_\_\_

WHEN DEED IS RECORDED SEND TO BUYER \_\_\_\_\_

FILE FOLDER \_\_\_\_\_

OFFICE OF  
**JOHN R. ADLER**



**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

May 12, 1988

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. BARRY A. & CHARNA  
YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

Gary E. Norton  
238 Market Street  
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed a certified return of posting for the above named sheriff sale scheduled for June 10, 1988 at 10:30 A.M. in the sheriff's office. Also enclosed is a copy of the sale bill that was posted on the property at 220 E. 10th Street, Berwick.

If you have any questions, please feel free to contact this office.

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (2)

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE 1  
717-784-1991

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

NO. 18 of 1988

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 11, 1988 at 4:48 P.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Barry & Charna Yohe  
220 E. 10th St., Berwick, PA 18603  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF Louise Frantz

POSTED TO FRONT WINDOW

SO ANSWERS:

Deputy Sheriff

Louise Frantz

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this  
20th day of May 1988

Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

DALE A. DERR  
CHARLES B. PURSEL  
ALVIN J. LUSCHAS  
GARY E. NORTON

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

AREA CODE 717  
784-4654

May 3, 1988

Sheriff's Office  
Attn: S. Beaver  
Columbia County Courthouse  
Bloomsburg, PA 17815

Re: Franklin First Federal Savings & Loan  
vs. Barry & Charna Yohe

Dear Ms. Beaver:

Due to a scheduling conflict we are requesting the date of the Sheriff's Sale scheduled for May 13, 1988 at 10:00 A.M. in the above-referenced action be rescheduled for another date. Thank you.

Very truly yours,

GARY E. NORTON, ESQUIRE

GEN/s

OFFICE OF  
**JOHN R. ADLER**



**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

April 29, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. BARRY A. & CHARNA  
YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

Gary E. Norton  
238 Market Street  
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed the service return for Barry Yohe. I have changed the  
sale date per your request to May 13, 1988 at 10:00 A.M.

If you have any questions, please feel free to contact this office.

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

HH0201  
DATE: 04/14/88  
TIME: 17:01

SHERIFFS OFFICE - LAWRENCE R. MICHAELS, SHERIFF  
ADMINISTRATION BUILDING  
DOYLESTOWN, PA 18901

BUCKS MISC DOCKET # 88 30879

LOCATION: OUT OF COUNTY

CLASS: ASSUMPSIT

\*\*\*\*\* THIS IS YOUR INVOICE \*\*\*\*\*

SHERIFF'S OFFICE  
COLUMBIA COUNTY  
BLOOMSBURG PA

17815

ATTN: GARY E. NORTON ESO

PLAINTIFF			DEFENDANT	
FRANKLIN FIRST	FEDERAL SAVINGS	VS.	YUHE 140 BUTLER AVENUE CHALFONT PA	BARRY A.  18914

032488 COMPLAINT - CIVIL ACTION RECEIVED FROM COLUMBIA CO	BJB
GARY E NORTON ESO	
032988 RECEIVED IN SHERIFF'S OFFICE FOR SERVICE. TRANSACTION #6704.	BJB
AMOUNT PAID \$24.00.	
041388 SHERIFF'S RETURN, UNDER OATH, FILED. DEPUTY KUENY AT 9:00 AM	BJB
SERVED DEFENDANT(S) PURSUANT TO PA.R.C.P. #1009 (B)(2)(I). SERVED	
BARRY A YUHE BY HANDING TO DAVID YURK, BROTHER AT 4728 MECHANICSVILLE	BJB
ROAD BUCHINGHAM PA	
041488 INVOICE MAILED TO COLUMBIA CO GARY E NORTON ESO (6704)	BJB
END OF CASE	

## SHERIFF'S RETURN

✓

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. OF  
WILKES-BARRE

PLAINTIFF

vs.

BARRY A. YOHE

DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 18

CD

Term, 19 88 E.D.

WRIT of execution, notice of sheriff's sale  
and description of property to be sold  
ISSUED

NOW, this 24th day of March 19 88, I, Hon. John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of  
Hon. Lawrence R. Michaels, Bucks County SheriffCounty, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the  
Plaintiff.

Defendants alleged address is 140 Butler Avenue, Chalfont, PA 18914

PLEASE SERVE ASAP AS THE SHERIFF SALE  
IS SCHEDULED FOR MAY 5, 1988 IN OUR  
OFFICE.

ENCLOSED IS \$24.00 FOR SERVICE

Sheriff, Columbia County, Pennsylvania

By

Susan S. Beaver  
Susan S. Beaver Deputy Sheriff

## AFFIDAVIT OF SERVICE

NOW, 19, at O'Clock M, served the  
within upon  
at by handing toa true and attested copy of the  
original and made known to the contents thereof.

Sworn and Subscribed before me

So Answers,

this

day of 19

Sheriff

Prothonotary

BY:

Deputy Sheriff

19, See return endorsed hereon by Sheriff of  
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

State of Pennsylvania  
County of Columbia

ss.

I, Beverly 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

Barry A. and Charna Yohe

and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 28th day of April  
A.D., 19 88.

*Beverly J. Michael* RECORDER

## MORTGAGE

THIS MORTGAGE is made this 27th day of April, 1984, between the Mortgagor, BARRY A. YOHE and CHARNA YOHE, his wife, of Berwick, Columbia County, Pennsylvania, (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTEEN THOUSAND (\$16,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1989;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property:

ALL: THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands of the Grantor (now or formerly Orval Cope); thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

BEING THE SAME PREMISES conveyed to the Mortgagors herein by deed of ROBERT J. HERRERA and CHARLOTTE J. HERRERA, his wife, dated the 16th day of March, 1984, and about to be recorded simultaneously herewith.

UNDER AND SUBJECT to the same reservations, covenants, restrictions, conditions, exceptions and easements as appear in the chain of title.

which has the address of 220 E. 10th Street, Berwick, Columbia County,

Pennsylvania

(herein "Property Address");

(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, exceptions or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, if any, or set forth on evidence of title required by and certified to Lender.

PENNSYLVANIA—1 to 4 Family—8/75—FNMA/FNLMC UNIFORM INSTRUMENT



Franklin First Federal  
Savings and Loan Association  
44 W. Market St. Wilkes-Barre, PA 18701

331 411

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note, and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender In Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*[Signature]* *[Signature]*  
BARRY A. YOHE  
CHARNA YOHE

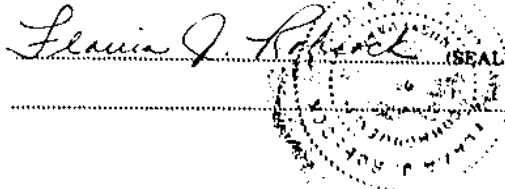
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA.

On this, the 29th day of April, 1984, before me, a Notary Public, personally appeared the within named BARRY A. YOHE and CHARNA YOHE, his wife,

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that (they) executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires:  
12/21/87  
Berwick, Col. Co.,  
Pennsylvania



345  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX 50.00  
APR 30 11 43 AM '84

I hereby Certify that the precise residence of the Franklin First Federal Savings and Loan Association of Wilkes-Barre, is 44 West Market Street, Wilkes-Barre, Pa.

Harold Rosen/Maurice Cantor  
Attorneys for Mortgagees

Recorded in the Office for Recording of Deeds in and for the County of Columbia 11:43am  
Commonwealth of Pennsylvania in Mortgage Book No. 331 page 411  
Witness my hand and Seal of Office this 30th day of April 19 84

*[Signature]*  
Recorder of Deeds  
*[Signature]*

MTGE-88 Revised 10-1-78

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

... Paul R. Eyerly, III, Publisher . . . . ., being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . . . . . April 8th, April 15th, April 22nd . . . . ., 1988 . . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....  
Paul R. Eyerly, III

Sworn and subscribed to before me this . . . 25th . . . day of April . . . 19 88 . . .

.....  
Matthew J. Creme  
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC  
Bloomsburg, PA - Columbia County  
My Commission Expires JULY 5, 1989

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

.....

LIST OF LIENS

VERSUS

BARRY A. & CHARNA YOHE

Court of Common Pleas of Columbia County, Pennsylvania.

Franklin First Federal Savings & Loan Association of Wilkes-Barre versus Barry A. & Charna Yohe No. 937 of Term, 1988. Real Debt \$20,257.31 Interest from Commission Costs Judgment entered Date of Lien March 9, 1988 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

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

April 15, 1988

FRANKLIN 1ST FEDERAL SVGS. & LOAN ASSOC. OF WILKES-BARRE VS. BARRY A. &  
CHARNA YOHE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

Gary E. Norton  
238 Market Street  
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed the certified posting return for the above named sheriff's sale to be held in our office on May 5, 1988 at 10:30 A.M. I have also enclosed a copy of the sale bill that was posted on the property at 220 E. 10th Street, Berwick, Pa.

If you have any questions, please feel free to contact this office.

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (2)

PHONE:  
717-784-1991

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Pt. Quinn, California, June 2

**TAX NOTICE** BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGHER  
R-120 E 3RD ST MIDTOWN PLAZA  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 7 DURING DISCOUNT  
PHONE 717-752-7442 ONLY

FOR COLUMBIA COUNTY		DATE 03/01/88		BILL NO. 04749	
DESCRIPTION	ASSESSMENT	MILLS	TAX LESS DISCOUNT	AMOUNT FACE	INCL. PENALTY
COUNTY R.E.	1730	25.00	42.38	43.25	47.58
TWP/BORO R.E.		30.00	50.86	51.90	54.50
FIRE		3.00	5.09	5.19	5.45
LIGHTS		5.00	8.48	8.65	9.08
<div> <div>THE DISCOUNT &amp; THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.</div> <div> <div>PAY THIS AMOUNT</div> <div>↑</div> </div> </div>			106.81	108.99	116.61
<div> <div>THE DISCOUNT &amp; THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.</div> <div> <div>PAY THIS AMOUNT</div> <div>↑</div> </div> </div>			APR 30 IF PAID ON OR BEFORE	JUN 30 IF PAID ON OR BEFORE	JULY 1 IF PAID AFTER
<div> <div> <div>TAXES ARE DUE &amp; PAYABLE - PROMPT PAYMENT IS REQUESTED</div> <div> <div>M YOHE, BARRY A. &amp; CHARNA</div> <div>I 220 E TENTH STREET</div> <div>L BERWICK, PA 18603</div> <div>T</div> <div>O</div> </div> <div> <div>PENALTY A PROPERTY DESCRIPTION</div> <div>COUNTY 10% TWP/BORO 5%</div> <div>ACCT NO. 13731</div> <div>PARCEL 04.1-4-124</div> <div>220 E 10TH ST 1/4 LOT 6</div> <div>L-24.75X90.75 120</div> <div>BUILDINGS 1,610</div> </div> </div> </div>					
<div> <div>IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT</div> </div>			<div> <div>THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT</div> <div>REC'D BY</div> </div>		
TOTAL			1,730		

*not paid as of 3/21/88*



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

March 29, 1988

LeRoy S. Zimmerman  
ATTORNEY GENERAL

Reply To:

15th Floor  
Strawberry Square  
4th & Walnut Streets  
Harrisburg, PA 17120  
(717)787-3646

John R. Adler, Sheriff  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

RE: Barry A. & Charna Yohe

Dear Sheriff Adler:

The records of the Collections Unit Office of Attorney General reveal no claims referred to us against Barry A. and Charna Yohe.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas C. Zerbe, Jr.".

Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit

TCZ/kf

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717 - 784 - 1991

March 28, 1988

FRANKLIN 1ST FEDERAL SAVINGS & LOAN ASSOC. VS. BARRY A. & CHARNA YOHE  
OF WILKES-BARRE

No. 18 of 1988 E.D.  
No. 937 of 1987 J.D.

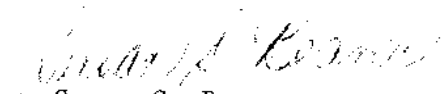
Gary E. Norton  
238 Market Street  
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed the certified service return for the service on Charna Yohe. The sheriff sale is scheduled for May 5, 1988 at 10:30 A.M. in the sheriff's office.

If you have any questions, please feel free to contact this office.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17815

PHONE  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

No. 18 of 1988 E.D.

WRIT OF EXECUTION

SERVICE ON Charna Yohe

ON Friday, March 25, 1988 AT 5:01 P.M., A TRUE AND ATTESTED  
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S  
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON  
Charna Yohe AT 209 S. Warren Street  
Berwick, PA 18603 BY DEPUTY SHERIFF  
Louise Frantz

SERVICE WAS MADE BY PERSONALLY HANDING SAID WRIT OF EXECUTION AND NOTICE OF  
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO THE DEFENDANT.

SO ANSWERS:

Louise Frantz  
DEPUTY SHERIFF  
Louise Frantz

SWORN AND SUBSCRIBED BEFORE ME  
THIS 28 DAY OF March, 1988  
Jami B. Kline  
JAMI B. KLINE, PROTHONOTARY,  
COLUMBIA COUNTY, PENNSYLVANIA

SHERIFF

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE  
717-784-1991

Date: March 24, 1988

To: Internal Revenue Service  
P.O. Box 12050  
Philadelphia, PA 19106

ATTN: SPECIAL PROCEDURES FUNCTION

RE: Franklin St. Fed. Sarge. vs Barry A. & Chara Yoke  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler /sb  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1991

Date: March 24, 1988

To: Office of F.A.I.R.

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: Franklin 1st Fed Lgs. vs BARRY A. & Charma Yoke  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE  
717-784-1991

Date: March 17, 1988

To: Connie K. Gingher  
120 R. E. 3rd Street  
Berwick, PA 18603

RE: Franklin 1st Federal Svgs. &vs Barry A. & Charna Yohe  
Loan Assoc. of Wilkes-Barre  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*John R. Adler* /s/ *John R. Adler*  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1091

Date: March 17, 1988

To: Chris Klinger

Boro of Berwick

344 Market Street

Berwick, PA 18603

RE: Franklin 1st Federal Svgs. & vs Barry A. & Charna Yohe  
Loan Assoc. of Wilkes-Barre

No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*John R. Adler* /sb

John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1991

Date: March 24, 1988

To: Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit  
Fourth & Walnut Streets  
Harrisburg, PA 17120

RE: Franklin 1st Fed. Svgs & Lns Barry A. & Charma Joke  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler /sb  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE  
717-784-1091

Date: March 24, 1988

To: Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055

Harrisburg, PA 17105

RE: Franklin 1st Fed Supt. vs Barry A. & Charma Yoho.  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler /sb  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 360  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1891

Date: March 24, 1988

To: Small Business Administration  
20 N. Penna. Avenue  
Room 2327  
Wilkes-Barre, PA 18701

RE: Franklin 1st Fed. Svs vs Randy A. & Charma Yoke  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1091

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: March 24, 1988

RE: Sheriff's Sale Advertising Dates

Franklin 1st Fed. Svgs. vs BARRY A. & Charma Yoke

No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Please advertise the enclosed Sheriff's Sale on the following dates:

1st week April 8, 1988  
2nd week April 15, 1988  
3rd week April 22, 1988

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler /sb  
John R. Adler  
Sheriff

enc.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE  
717-754-1891

Date: March 24, 1988  
To: Penna. American Water  
P.O. Box 313  
Milton, Pa. 17847

RE: Franklin 1st. Fed. Lays vs. BARRY A. & Charma Upke  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler /sb  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE  
717-784-1991

Date: March 24, 1988

To: Columbia County Tax Claim Bureau  
Columbia County Courthouse  
Bloomsburg, PA 17815

RE Franklin 1st Fed. & Svgs. vs Barry A. & Charna Yohe  
No. 18 of 1988 ED No. 937 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*John R. Adler, sb*  
John R. Adler  
Sheriff



Franklin First Federal  
Savings and Loan Association  
44 W. Market St., Wilkes-Barre, PA 18773



50-1042  
223  
98-307365955

Escrow Account

FEB 16 1988

Amount  
\$500.00

PAY

FRANKLIN 500 dollars 00 cts  
FIRST

TO THE  
ORDER  
OF

Sheriff of Columbia County

DRAWER: FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

TO CITIBANK (NEW YORK STATE), ROCHESTER, N.Y.

*Eugene D. Howard*  
AUTHORIZED SIGNATURE

⑆022310422⑆ 81409688 307365955

Please detach before depositing

98-307365955

Date

February 16, 1988

Description

#1010 04-15443-01

Foreclosure re: Barry Yohe, et ux

210 E. 23rd St. Service, PA

Amount

\$500.00

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
	:	
DEFENDANTS	:	NO. 937 OF 1987 J.D.

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: PENNSYLVANIA AMERICAN WATER, P.O. Box 313, Milton, Pennsylvania 17847; you may have an interest in 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 Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday, May 5, 1988, at 10:30a.m., eastern time, in the forenoon of the said day, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 220 East 10th Street, Berwick Borough, Columbia County, 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: Robert M. Danenberg  
ROBERT M. DANENBERG, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, Pennsylvania 18711

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 18 of 1988, 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 5 , 1988, at 10:30 o'clock a .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

BEING the same premises conveyed to Barry A. Yohe and Charna Yohe, his wife, by Deed of Robert J. Herrera and Charlotte J. Herrera, his wife, said Deed dated March 16, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 331 at page 408.

PREMISES improved with a single family frame dwelling more commonly known as 220 East 10th Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER AND SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

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 sched-

ule 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 Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against BARRY A. YOHE and CHARNA YOHE, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
	:	
DEFENDANTS	:	NO. 937 OF 1987 J.D.


NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: COLUMBIA COUNTY TAX CLAIM BUREAU, Columbia County Court-  
house, Bloomsburg, Pennsylvania 17815; you may have an interest in 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  
Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of  
Columbia, and State of Pennsylvania, on Thursday , May 5 , 1988,  
at 10:30 a.m., eastern time, in the forenoon of the said day, all the  
individual Defendants' right, title and interest, in and to ALL that  
certain piece or parcel of land situate at 220 East 10th Street,  
Berwick Borough, Columbia County, 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:   
ROBERT M. DANENBERG, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, Pennsylvania 18711

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 18 of 1988, 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 5 , 1988, at 10:30 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

BEING the same premises conveyed to Barry A. Yohe and Charna Yohe, his wife, by Deed of Robert J. Herrera and Charlotte J. Herrera, his wife, said Deed dated March 16, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 331 at page 408.

PREMISES improved with a single family frame dwelling more commonly known as 220 East 10th Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER AND SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

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 sched-

ule 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 Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against BARRY A. YOHE and CHARNA YOHE, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No.        of 1988, 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        , 1988, at        o'clock        .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

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SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against BARRY A. YOHE and CHARNA YOHE, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
	:	
DEFENDANTS	:	NO. 937 OF 1987 J.D.

AFFIDAVIT PURSUANT TO PA. R.C.P. RULE 3129

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 220 East 10th Street, Berwick Borough, Columbia County, and State of Pennsylvania, the same being more particularly described in Exhibit "A", attached.

1. Name and address of Owner(s) or Reputed Owner(s):

<u>Name:</u>	<u>Address:</u>
Barry A. Yohe	140 Butler Street Chalfont, Pennsylvania 18914
Charna Yohe	220 East 10th Street Berwick, Pennsylvania 18603

2. Name and address of Defendant(s) in the judgment:

<u>Name:</u>	<u>Address:</u>
Barry A. Yohe	140 Butler Street Chalfont, Pennsylvania 18914
Charna Yohe	220 East 10th Street Berwick, Pennsylvania 18603

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>Name:</u>	<u>Address:</u>
None	

4. Name and address of the last recorded holder of every mortgage of record:

Name:

Address:

Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

44 West Market Street  
Wilkes-Barre, Pennsylvania 18773

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name:

Address:

None

6. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name:

Address:

Columbia County Tax Claim Bureau

Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815

Connie C. Gingher,  
Berwick Borough Tax Collector

120 Rear East Third Street  
Berwick, Pennsylvania 18603

Sewer Rental Office,  
Borough of Berwick

344 Market Street  
Berwick, Pennsylvania 18603

Pennsylvania American Water

P.O. Box 313  
Milton, Pennsylvania 17847

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DERR, PURSEL & LUSCHAS

DATE

GARY E. NORTON, ESQUIRE  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

BEING the same premises conveyed to Barry A. Yohe and Charna Yohe, his wife, by Deed of Robert J. Herrera and Charlotte J. Herrera, his wife, said Deed dated March 16, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 331 at page 408.

PREMISES improved with a single family frame dwelling more commonly known as 220 East 10th Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER AND SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE,

PLAINTIFF

VS.

BARRY A. YOHE and CHARNA YOHE,  
his wife,

DEFENDANTS

: IN THE COURT OF COMMON PLEAS

: OF COLUMBIA COUNTY

: CIVIL ACTION-LAW

: IN MORTGAGE FORECLOSURE

: NO. 937 OF 1987 J.D.

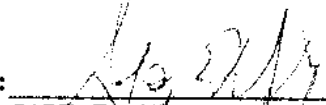
WAIVER OF WATCHMAN

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


DERR, PURSEL & LUSCHAS

ROSENN, JENKINS & GREENWALD

BY:

  
GARY E. NORTON, ESQUIRE  
Attorney for Plaintiff

BY:

  
ROBERT M. DANENBERG, ESQUIRE  
Attorney for Plaintiff

\_\_\_\_\_, 1988

SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

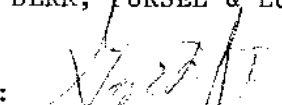
Sir: There will be placed in your hands for service a Writ of Execution (Mortgage Foreclosure) styled as follows: FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Plaintiff v. BARRY A. YOHE and CHARNA YOHE, his wife, Defendants.

The Defendant, BARRY A. YOHE, will be found at 140 Butler Street, Chalfont, Pennsylvania 18914 and the Defendant, CHARNA YOHE, his wife, will be found at 220 East 10th Street, Berwick, Columbia County, Pennsylvania 18603.


DERR, PURSEL & LUSCHAS

ROSENN, JENKINS & GREENWALD

BY:

  
GARY E. NORTON, ESQUIRE  
Attorney for Plaintiff

BY:

  
ROBERT M. DANENBERG, ESQUIRE  
Attorney for Plaintiff

If Writ of Execution, state below where Defendants, will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach five (5) double spaced type written copies of description as it shall appear in the new deed together with Street and Number of the Premises. Please do not furnish us with the old deed or mortgage.

SEE ATTACHED DESCRIPTION

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

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TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 937 OF 1987

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: BARRY A. YOHE and CHARNA YOHE, 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  
Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of  
Columbia, and State of Pennsylvania, on , 1988, at

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 220 East 10th Street, Berwick Borough, 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 avail-  
able 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: Robert M. Danenberg  
ROBERT M. DANENBERG, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, PA 18711

DERR, PURSEL & LUSCHAS

BY: \_\_\_\_\_  
GARY E. NORTON, ESQUIRE  
238 Market Street  
P.O. Box 539  
Bloomsburg, PA 17815  
Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No.        of 1988, 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        ,        , 1988, at        o'clock        .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the southerly side of Tenth Street, land of John Kelchner; thence southerly along land of said Kelchner, a distance of 90-3/4 feet to other lands now or formerly of Orval Cope; thence easterly along said land parallel with Tenth Street, a distance of 24-3/4 feet to land of Richard Olen Smith and Harriet Smith; thence along land of said Smiths, northerly a distance of 90-3/4 feet through the center of a double dwelling house to Tenth Street; thence by the same in a westerly direction 24-3/4 feet to a corner in line of land now or formerly of Kelchner, the place of beginning.

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UNDER AND SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

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

EXHIBIT "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 Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against BARRY A. YOHE and CHARNA YOHE, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 937 OF 1987


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

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of BARRY A. YOHE and CHARNA YOHE, his wife, the abovecaptioned 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 Defendant, BARRY A. YOHE, is 140 Butler Street, Chalfont, Bucks County, Pennsylvania; and that the last known address of said Defendant, CHARNA YOHE, is 220 East 10th Street, Berwick Borough, Columbia

County, Pennsylvania; and the address of the above Plaintiff is 44  
West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

  
EUGENE S. HORANZY, Vice-President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 16 day  
of February, 1988.

  
NOTARY PUBLIC

MARY ANN CRAMER, Notary Public  
Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires January 6, 1992

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
BARRY A. YOHE and CHARNA YOHE,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 937 OF 1987

WRIT OF EXECUTION  
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Fred Trump  
Court Administrator  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815  
(717) 784-1991 Ext. 267

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

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE,

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 937 Term 1987J.D.

BARRY A. YOHE and  
CHARNA YOHE, his wife,

NO. 18 Term 1988E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and 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"

\*\*Amount due as of the date of Sheriff's Sale, , 1988,  
will be \$20,257.31, plus a per diem charge at the rate of \$5.66 from  
February 11, 1988, 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.

PARCEL NO. 04.1-4-124

Amount Due	\$16,120.72
Attorney's Commission	\$ 1,612.07
Interest to 2/11/88	<u>\$ 2,524.52</u>

TOTAL \$20,257.31 Plus costs \*\*

as endorsed.

*Jamie L. Kline*

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

Dated MAR 9 1988

(SEAL)

BY: *Dorothy Long* Deputy