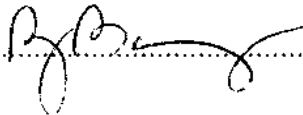



STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Barry, Publisher's Assistant, 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 continuously in said Town, County and State since the day of its establishment: that hereto attached is a copy of the notice or advertisement in the December 19, 26, 2001; January 2, 2002 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is 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.

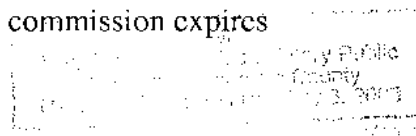
.....


Sworn and subscribed to before me this 4th day of January 2002.

.....


(Notary Public)

My commission expires



And now,....., 20....., 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.

.....

Received of: Columbia County Sheriff \$ 10.00

Ten and 00/100 Dollars

	Amount
Misc Fee	10.00
Total:	10.00

Check: 239

Payment Method: Check

Amount Tendered: 10.00

Clerk: BSILVETT

Tami Kline, Prothonotary

By: _____
Deputy Clerk

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (717) 784-0257

PHONE
(717) 389-3622

24 HOUR PHONE
(717) 784-4308

SHERIFF'S REAL ESTATE FINAL COST SHEET

CHASE MANHATTAN VS DENNIS - ROSE WALTON
NO. 117-2001 E.D. NO. 849-2001 J.D.

DATE OF SALE: 7-13-02 1030

BID PRICE (INCLUDES COSTS) \$ 76,000.-

POUNDAGE--2% OF BID PRICE \$ 1,520.-

TRANSFER TAX 2%, FAIR MARKET PRICE \$ -

MISC. COSTS \$ 18,120

TOTAL AMOUNT NEEDED TO PURCHASE \$ 3332.20

PURCHASER(S): _____

ADDRESS: _____

NAME(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): [Signature]

AMOUNT RECEIVED BY PURCHASER:

TOTAL AMOUNT DUE \$ 3332.20

LESS DEPOSIT \$ -

DOWN PAYMENT \$ 2000.-

TOTAL DUE IN EIGHT DAYS \$ 1332.20

Chase Manhattan Mortg Corp VS. Dennis & F se Walton

117-2001 E.D. No. 849-2001 J.D. Date of Sale 2-13-02 Time of Sale 1030

DOCKET & RETURN

\$ 15.00

SERVICE PER DEFENDANT OR GARNISHEE

150.00

LEVY (PER PARCEL)

15.00

MAILING COSTS

27.50

ADVERTISING, SALE BILLS & COPIES

17.50

ADVERTISING SALE (PLUS NEWSPAPER)

15.00

MILEAGE

5.00

POSTING HANDBILL

15.00

CRYING/ADJOURN SALE (EACH SALE)

10.00

SHERIFF'S DEED

35.00

TRANSFER TAX FORM

25.00

DISTRIBUTION FORM

25.00

OTHER

12.00

Notary
Copies

5.00

TOTAL

*****\$

375.00

Web Posting

PRESS-ENTERPRISE INC

SOLICITOR'S SERVICES

\$ 1,057.70

75.00

TOTAL

*****\$

1282.70

PROTHONOTARY (NOTARY)

\$ 10.00

RECORDER OF DEEDS

29.50

OTHER

TOTAL

*****\$

39.50

REAL ESTATE TAXES:

BOROUGH, TWP & COUNTY TAXES 20

\$

SCHOOL DISTRICT TAXES 20

DELINQUENT TAXES 20

5.00

TOTAL

*****\$

5.00

MUNICIPAL FEES DUE:

SEWER- MUNICIPAL 20

\$

WATER- MUNICIPAL 20

TOTAL

*****\$

- 0 -

SURCHARGE FEE: STATE TREASURER (TRAINING FEE)

TOTAL

*****\$

110.00

MISCELLANEOUS

\$

\$

TOTAL

*****\$

TOTAL COSTS (OPEN BID)

*****\$

1812.20



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name
Kristine M. Faust - Grenen & Birsic, P.C.

Telephone Number:

Area Code (412) 281-7650

Street Address
One Gateway Center, Nine West

City

Pittsburgh

State

PA

Zip Code

15222

B TRANSFER DATA

Grantor(s)/Lessor(s)
Columbia County Sheriff

Street Address
P.O. Box 380

City
Bloomsburg, PA 17815

State

Zip Code

Date of Acceptance of Document

Grantee(s)/Lessee(s)

Chase Manhattan Mortgage Corporation

Street Address

3415 Vision Drive

City

Columbus

State

OH

Zip Code

43219

C PROPERTY LOCATION

Street Address
390 Hillside Drive

City, Township, Borough

Main Township

County
Columbia

School District

Main Township

Tax Parcel Number

22-01B-123

D VALUATION DATA

1. Actual Cash Consideration
\$76,000.00

2. Other Consideration

+ 0

3. Total Consideration

= \$76,000.00

4. County Assessed Value
\$91,207.00

5. Common Level Ratio Factor

x 2.81

6. Fair Market Value

= \$256,291.67

E EXEMPTION DATA

1a. Amount of Exemption Claimed
100%

1b. Percentage of Interest Conveyed

100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number 729, Page Number 284
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.) 100% exemption for a transfer to the holder of a mortgage in default acquired through judicial sale pursuant to 72 P.S. Section 3108 (c)(3)(16).

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

3/20/02

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

GRENN & BIRSIC, P.C.
ATTORNEYS AT LAW

**ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PENNSYLVANIA 15222**

(412) 281-7650
FAX (412) 281-7657

March 20, 2002

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

ATTN: Real Estate Dept.

**RE: Chase Manhattan Mortgage Corporation
vs.
Dennis L. Walton and Rose M. Walton
Docket No.: 2001-CV-849
Sale Date: February 13, 2002**

Dear Sir/Madam:

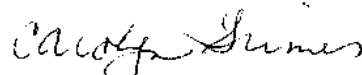
Enclosed please find a check in the amount of \$ 1,332.20, made payable to the Sheriff of Columbia County. This amount represents additional Sheriff Sale costs and/or taxes. Also enclosed are two (2) Realty Transfer Tax Statements of Value.

Please have the Sheriff's Deed recorded in the name of the following:

**Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, OH 43219**

Please return the recorded Sheriff's Deed to our office in the enclosed envelope. If you have any questions, or require additional information, please contact my office.

Very truly yours,


Carolyn Grimes
Paralegal

Enclosures

GRENNEN & BIRSIC, P.C. 01-94
IOLTA ACCOUNT
ONE GATEWAY CENTER, NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650

MELLON BANK, N.A.
PITTSBURGH, PA
8-26/430


3942

03/20/2002

PAY TO THE ORDER OF Columbia County Sheriff

\$ **1,332.20

One Thousand Three Hundred Thirty-Two and 20/100*****

DOLLARS 

Columbia County Sheriff

MEMO 75-2821

CG

Daryl J. Baroni

⑈003942⑈ ⑈043000281⑈ 009⑈ 2179⑈

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Date: November 8, 2001

To: Audrey Bronson-Main Twp Tax Collector
2471 Brookside Rd
Bloomsburg, PA 17815

Re: Chase Manhattan Mortgage Corporation vs. Dennis L. and Rose M. Walton

No: 117 of 2001 E.D. and No. 849 of 2001 J.D.

To Whom It May Concern:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this Property, notify this office IMMEDIATELY. Please feel free to contact me with any Questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Dennis L. Walton
390 Hillside Drive
Main Twp., PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Courthouse
Office of the Sheriff
Bloomsburg, PA 17815

on *Sept. 9, 2002*, at 1030 A.M., the following described real estate, of which Dennis L. Walton and Rose M. Walton are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF DENNIS L. WALTON AND ROSE M. WALTON OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MAIN TWP., COLUMBIA COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 390 HILLSIDE DRIVE, MAIN TWP., PA 17815. DBV 461, PAGE 947, AND PARCEL #22-01B-123.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of
Chase Manhattan Mortgage Corporation,
Plaintiff,

vs.

Dennis L. Walton and Rose M. Walton,
Defendants,

at Execution Number 2001-CV-849 in the amount of \$116,367.84.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

This paper is a notice of the date and time of the sale of your property. 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 legal 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.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

Susquehanna Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(570) 784-8760

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition 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 or judgment.

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 to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. 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. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENN & BIRSIC, P.C.

By: 
Kristine M. Faust, Esquire
Attorney for Plaintiff

Opening Bid Cost Sheet

DOCKET#: 117ED2001

Date of Sale: 1/9/2002 10:30:00

PLAINTIFF: CHASE MANHATTAN MORTGAGE CORPORATION

DEFENDANT: DENNIS L WALTON
ROSE M WALTON

	Fee:	Amount:
Category:		
	Additional Charges	\$174.50
	Docket & Return	\$15.00
	Levy	\$15.00
	Mailing Costs	\$27.50
	Mileage	\$8.00
	Notary	\$12.00
	Sheriff Fee	\$150.00
	State Fee	\$110.00
	Summary for category	\$512.00
Category: Category II		
	Advertising	\$1,057.70
	Prothonotary	\$10.00
	Record Deed	\$29.50
	Solicitor	\$75.00
	Summary for category Category II	\$1,172.20
Category: Category III		
	ADDITIONAL ERROR	\$15.00
	Advertising sale (newspaper)	\$15.00
	Advertising sale bills & copies	\$17.50
	Copies	\$5.00
	Crying/ Adjournment	\$10.00
	Distribution Form	\$25.00
	Posting Handbill	\$15.00
	Sheriff's Deed	\$35.00
	Transfer Tax Form	\$25.00
	Summary for category Category III	\$162.50
Category: Misc		
	DELINQUENT TAXES	\$5.00
	WEB POSTING	\$150.00
	Summary for category Misc	\$155.00
	Openning Bid:	\$2,001.70

Advertising BreakOut

DATE OF INVOICE	Publication Name	Invoice Number	Purpose	AMOUNT
2/ 7/2002	Press Enterprise		ADVERTISE SALE	\$1,057.70

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 784-0257

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-4300

CHASE MANHATTAN MORTGAGE
CORPORATION

Docket # 117ED2001

VS

EXECUTION

DENNIS L WALTON
ROSE M WALTON

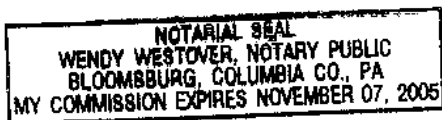
AFFIDAVIT OF SERVICE

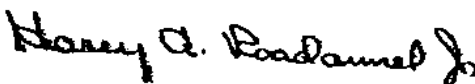
NOW, THIS WEDNESDAY, DECEMBER 12, 2001, AT 2:20 PM, SERVED THE WITHIN
EXECUTION UPON ROSE M. WALTON AT 34 MAGGIE SPRING LANE, BLOOMSBURG
BY HANDING TO ROSE WALTON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE
ORIGINAL WRIT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, JANUARY 17, 2002


NOTARY PUBLIC





X
SHERIFF HARRY A. ROADARMEL JR.

X 
A. MALDONADO
DEPUTY SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 784-0257

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

CHASE MANHATTAN MORTGAGE
CORPORATION

VS

Docket # 117ED2001

EXECUTION

DENNIS L WALTON
ROSE M WALTON

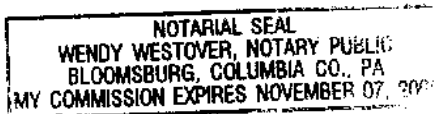
AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, JANUARY 04, 2002, AT 11:20 AM, SERVED THE WITHIN EXECUTION
UPON DENNIS L. WALTON AT 34 MAGGIE SPRING LANE, BLOOMSBURG BY HANDING
TO ROSE WALTON, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND
MADE KNOWN TO HER THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, JANUARY 17, 2002

Wendy Westover
NOTARY PUBLIC



Harry A. Roadarmel Jr.

X
SHERIFF HARRY A. ROADARMEL JR.

X A. Maldonado
A. MALDONADO
DEPUTY SHERIFF

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

SERVICE# 2 - OF - 10 SERVICES
DOCKET # 117ED2001

PLAINTIFF CHASE MANHATTAN MORTGAGE CORPORATION

DEFENDANT DENNIS L WALTON
ROSE M WALTON

PERSON/CORP TO SERVED	PAPERS TO SERVED
ROSE M. WALTON	EXECUTION
34 MAGGIE SPRING LANE	
BLOOMSBURG	

SERVED UPON Rose

RELATIONSHIP _____ IDENTIFICATION _____

DATE 12-12-01 TIME 1420 MILEAGE 18 - OTHER _____

Race _____ Sex _____ Height _____ Weight _____ Eyes _____ Hair _____ Age _____ Military _____

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA _____ POB _____ POE ☒ CCSO _____
B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA _____
C. CORPORATION MANAGING AGENT _____
D. REGISTERED AGENT _____
E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE _____

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

11-29-01 1410 Am CARD

12-5-01 1418 Am CARD

DEPUTY

A. Adkins

DATE 12-12-01

Thank you for using Return Receipt Service
Is your RETURN ADDRESS completed on the rev

31 and no previous *Salmonella* infection.

[illegible]

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

SERVICE# 1 - OF - 10 SERVICES
DOCKET # 117ED2001

PLAINTIFF CHASE MANHATTAN MORTGAGE CORPORATION

DEFENDANT DENNIS L WALTON
ROSE M WALTON

PERSON/CORP TO SERVED	PAPERS TO SERVED
DENNIS L. WALTON	EXECUTION
34 MAGGIE SPRING LANE	
BLOOMSBURG	

SERVED UPON Rose Walton

RELATIONSHIP wife IDENTIFICATION _____

DATE 1-4-02 TIME 1120 MILEAGE 15 — OTHER _____

Race ___ Sex ___ Height ___ Weight ___ Eyes ___ Hair ___ Age ___ Military ___

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA ___ POB ___ POE ___ CCSO ___
B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA
C. CORPORATION MANAGING AGENT
D. REGISTERED AGENT
E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
<u>11-29-01</u>	<u>1410</u>	<u>Am</u>	<u>CARD</u>
<u>12-5-01</u>	<u>1412</u>	<u>Am</u>	<u>CARD</u>

DEPUTY O. Ambrose DATE 1-4-02

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:

SERVICE# 6 - OF - 10 SERVICES
DOCKET # 117ED2001

PLAINTIFF

CHASE MANHATTAN MORTGAGE CORPORATION

DEFENDANT

DENNIS L WALTON
ROSE M WALTON

PERSON/CORP TO SERVED	PAPERS TO SERVED
DOMESTIC RELATIONS	EXECUTION
15 PERRY AVE.	
BLOOMSBURG	

SERVED UPON

[Signature] Director

RELATIONSHIP

IDENTIFICATION

DATE 11-29-01

TIME 0915

MILEAGE 3 -

OTHER

Race Sex Height Weight Eyes Hair Age Military

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA POB POE CCSO
B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA
C. CORPORATION MANAGING AGENT
D. REGISTERED AGENT
E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

F. OTHER (SPECIFY)

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

[Signature]

DATE 11-29-01

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, COMMONWEALTH
OF PENNSYLVANIA.

CHASE MANHATTAN MORTGAGE
CORPORATION

VS.

DENNIS L. AND ROSE M. WALTON

WRIT OF EXECUTION #117 OF 2001 ED

POSTING OF PROPERTY

DECEMBER 7, 2001 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF DENNIS L. AND ROSE M. WALTON AT HILLSIDE DRIVE COLUMBIA COUNTY
PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY CHIEF DEPUTY
SHERIFF TIMOTHY CHAMBERLAIN.

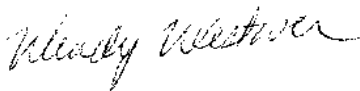
SO ANSWERS:

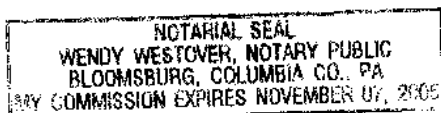

DEPUTY SHERIFF

SHERIFF, HARRY A ROADARMEL, JR.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9TH DAY OF JANUARY 2002





GRENN & BIRSIC, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

January 7, 2002

Via Fax (570) 389-5625
Attention: Real Estate Dept.
Office of the Sheriff
COLUMBIA COUNTY

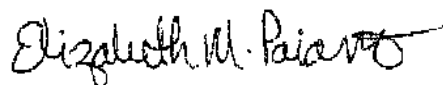
Dear Sirs:

This letter shall serve as authorization for the Sheriff's Office of Columbia County to continue the sheriff's sale scheduled for January 9, 2002 to February 13, 2002, as we were unable to obtain timely service on the defendants. Please make a public announcement of the continuance at the time of the regularly scheduled sheriff's sale.

Chase Manhattan Mortgage Corp. vs. Dennis L. Walton and Rose M. Walton
390 Hillside Drive
Case #2001-CV-849

If you have any questions or need any additional information, please do not hesitate to give me a call.

Very truly yours,



Elizabeth M. Paiano
Paralegal

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

) NO.: 2001-CV-849
)
) ISSUE NUMBER:
)
) TYPE OF PLEADING:
) Pa. R.C.P. RULE 3129.2(c)(2)
) LIENHOLDER AFFIDAVIT OF
) SERVICE
)
) CODE -
)
) FILED ON BEHALF OF PLAINTIFF:
)
) Chase Manhattan Mortgage Corporation
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) Kristine M. Faust, Esquire
) Pa. I.D. # 77991
)
) GRENEN & BIRSIC, P.C.
) One Gateway Center, Nine West
) Pittsburgh, PA 15222
) (412) 281-7650
)
)
)
)
)
)
)

Sale Date: 1/9/02

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

NO.: 2001-CV-849

Plaintiff,

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

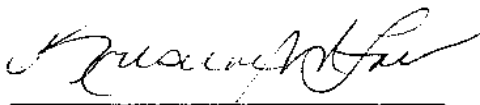
Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Faust, Attorney for Plaintiff, Chase Manhattan Mortgage Corporation, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated November 29, 2001, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificate of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENN & BIRSIC, P.C.

BY: 

Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before

me this 14th day of December, 2001.


Notary Public

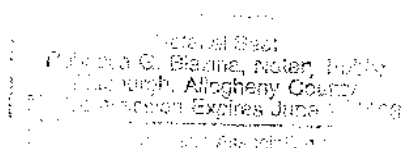


Exhibit "A"

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

NO.: 2001-CV-849

Plaintiff,

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Chase Manhattan Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Dennis L. Walton and Rose M. Walton located at 390 Hillside Drive, Main Twp., PA 17815 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF DENNIS L. WALTON AND ROSE M. WALTON OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MAIN TWP., COLUMBIA COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 390 HILLSIDE DRIVE, MAIN TWP., PA 17815. DBV 461, PAGE 947, AND PARCEL #22-01B-123.

1. The name and address of the owners or reputed owners:

Dennis L. Walton
Rose M. Walton

390 Hillside Drive
Main Twp., PA 17815

2. The name and address of the defendants in the judgment:

Dennis L. Walton
Rose M. Walton

390 Hillside Drive
Main Twp., PA 17815

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

Chase Manhattan Mortgage Corporation

[PLAINTIFF]

First Union National Bank

180 East 5th Street
St. Paul, MN 55101

4. The name and address of the last record holder of every mortgage of record:

Chase Manhattan Mortgage Corporation

[PLAINTIFF]

5. The name and address of every other person who has any record lien on the property:

Columbia County Domestic Relations

P.O. Box 380
Bloomsburg, PA 17815

PA Dept. Of Revenue
Bureau of Individual Taxes


Inheritance Tax Division
Dept. 280601
Harrisburg, PA 17128-0601

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale: NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

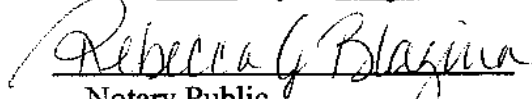
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

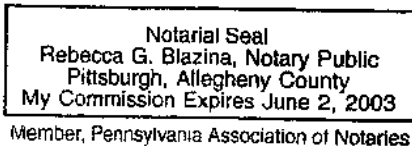
GRENN & BIRSIC, P.C.

By: 
Kristine M. Faust, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 15th day of October, 2001.


Notary Public



MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Grenen & Birsic, ...
One Gateway Center, Nine West
Pittsburgh, PA 15222

75-2821

One piece of ordinary mail addressed to:

PA Dept. of Revenue
Bureau of Individual Taxes
Inheritance Tax Division, Dept 280601
Harrisburgh, PA 17128

PS Form 3817, Mar. 1989

post mark. Inquire of Postmaster for current fee.

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

75-2821

One piece of ordinary mail addressed to:

Columbia County Domestic Relations
P.O. Box 380
Bloomsburg, PA 17815

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

75-2821

One piece of ordinary mail addressed to:

First Union National Bank
180 EAST 5th Street
St. Paul, MN 55101

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

HARRY A. ROADARMEL, JR.



117-01

SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 784-0257

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVED AND TIME STAMP WRIT 10-18-01
DOCKET AND INDEX 11-8-01
SET FILE FOLDER UP 11-8-01
CHECK FOR PROPER INFO
WRIT OF EXECUTION ✓
COPY OF DESCRIPTION ✓
WHEREABOUTS OF LAST KNOWN ADDRESS ✓
NON-MILITARY AFFIDAVIT _____
NOTICES OF SHERIFF'S SALE 4
WATCHMAN RELEASE FORM ✓
AFFIDAVIT OF LEINS LIST ✓
CHECK FOR \$1200.00 \$2000.00 CK 53251

* 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 Sale Jan. 9, 2002 at 1030 AM
POST ALL DATES ON CALANDER Post 12-7 Adv. 12-18, 12-26, 1-2-02

- * SET SALE DATE AT LEAST 2 MONTHS AFTER RECEIVING WRIT
- * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THUR. 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 PREVIOUS 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 LEIN HOLDERS _____

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECEIPT _____

- * DOCKET ALL DATES

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED 117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece, parcel or tract of land designated as Lot No. 56 of the Wonderview Subdivision situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Hillside Drive, said point also being at the northeast corner of Lot No. 55; thence along the southern right of way line of Hillside Drive, north 74 degrees 32 minutes 30 seconds east a distance of 120 feet to a point in line of land of Lot No. 57; thence along the same south 45 degrees 12 minutes 10 seconds west 40.31 feet to a point; thence along same south 15 degrees 27 minutes 30 seconds west, a distance of 165 feet to a point; thence along lands now or formerly of Wonderview Water Company, south 74 degrees 32 minutes 30 seconds west, a distance of 110 feet to a point being the southeast corner of Lot No. 55, north 15 degrees 27 minutes 30 seconds west, a distance of 165 feet; thence along the same north 56 degrees 03 minutes 35 seconds west, a distance of 46.10 feet to a point on the southerly right of way line of Hillside Drive, the place of beginning.

CONTAINING 22,175 square feet.

BEING Lot No. 56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County, Pennsylvania.

BEING the same premises which Clyde E. Yohey and Joan B. Yohey, by Deed dated October 3, 1990 and recorded in the Office of the Recorder of Deeds of Columbia County on November 12, 1990, in Deed Book Volume 461, Page 947, granted and conveyed unto Dennis L. Walton and Rose M. Walton.

UNDER AND SUBJECT to a driveway easement in favor of Grantors, their heirs, successors and assigns, bounded and described as follows, to wit:

BEGINNING at a point on the northerly line of other lands of Clyde E. Yohey and Joan B. Yohey, said point also being at the southeast corner of Lot No. 55; thence along the easterly line of said Lot No. 55 north 15 degrees 27 minutes 30 seconds west 165.00 feet to a rebar set; thence south 56 degrees 03 minutes 35 seconds east 23.05 feet to a rebar set; thence south 15 degrees 27 minutes 30 seconds east 147.50 feet to a point on the northerly line of other lands of Clyde E. and Joan B. Yohey; thence along the northerly line of other lands of said Yohey, south 74 degrees 32 minutes 30 seconds west 15.00 feet to the place of beginning.

SAID driveway easement is reserved by Grantors, their heirs, successors and assigns as an appurtenance with respect to their ownership of adjoining Lot No. 55 and also as an appurtenance with respect to ownership of other lands of Grantors located south of the premises herein conveyed.

TOGETHER with a driveway easement bounded and described as follows, to wit:

BEGINNING at a rebar set on the southerly right of way line of Hillside Drive; thence along said right of way line north 74 degrees 32 minutes 30 seconds east 73.97 feet to a rebar set at the northwest corner of Lot No. 56; thence along the westerly line of said Lot No. 56 south 56 degrees 03 minutes 35 seconds east 46.10 feet to a rebar set; thence along same south 15 degrees 27 minutes 30 seconds east 165.00 feet to a point on the northerly line of other lands of Clyde E. & Joan B. Yohey; thence along the northerly line of other lands of said Yohey south 74 degrees 32 minutes 30 seconds west 15.00 feet to a point; thence north 15 degrees 27 minutes 30 seconds west 159.40 feet to a rebar set; thence north 80 degrees 55 minutes 37 seconds west 97.79 feet to the place of beginning.

The above driveway easement is granted as an appurtenance to the Grantees, their successors and assigns in connection with their ownership of the premises herein conveyed.

The above premises are under and subject to the following express covenants and conditions which are deemed to be accepted by the Grantees on delivery of this deed:

1. The premises herein described shall be used for residential purposes only and no buildings shall be erected thereon except for a one-family private dwelling house and private garage.
2. No part of any building erected upon the premises shall extend within 50 feet from the building line on which the premises front, nor within 15 feet from any boundary line of the premises.
3. No building shall be erected upon the premises which does not have at least 1,350 square feet of floor space. In determining floor space, 1,350 feet shall include: (a) all furnished area above ground at face value; (b) all furnished partially underground area with exit on ground level at 50% face value; (c) no allowance for a garage, totally underground basement, finished or not, breezeway or overhang.
4. No excavations shall be made on the premises nor earth or sand removed therefrom, except as a part of the building operations in the erection of the said building or grading lot. Any extra earth excavated from the said premises shall be removed at such a place as the Grantors direct.

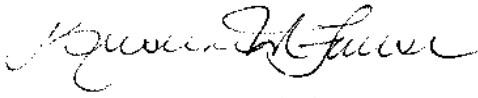
5. No outhouse, toilet or privy shall be erected on the said premises unless incorporated in the buildings abovementioned and having connections for sewage disposal by means of septic tank or sump which will meet the requirements of the State Board of Health for sewage disposal. No sewage shall be disposed directly into any stream, water hole, or spring, nor the tributaries thereof; no sump or septic tank shall be placed within 20 feet of any boundary line unless written approval of the Grantors or their representatives is obtained.

6. No cows, pigs or poultry shall be kept on the premises, nor shall dogs be raised or kept thereon for the market, nor in any event shall more than two dogs be kept thereon.

7. No signs, posters, billboards, advertising material of any kind, nor solid board fences, nor fences of such solid material as to obstruct the view, except fences four feet or less in height, shall be erected upon the premises.

EXCEPTING AND RESERVING therefrom, to the Grantors, their heirs, executors, administrators and assigns, a utility right of way ten (10) feet in width, on each side of the lot, extending the entire depth of the lot, and twenty-five (25) feet in width along the front of said lot and extending the entire width of said lot, together with the rights of ingress, egress and regress for the purposes of installing and maintaining utility lines, etc.

GRENN & BIRSIC, P.C.

By: 

Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 22-01B-123

SHERIFF'S SALE

WEDNESDAY JANUARY 9, 2002 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 117 OF 2001 ED AND CIVIL WRIT NO. 849 OF 2001 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel or tract of land designated as Lot No.56 of the Wonderview Subdivision situate in Main Township, Columbia County , Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Hillside Drive, said point also being at the northeast corner of Lot No.55; thence along the southern right of way line of Hillside Drive, north 74 degrees 32 minutes 30 seconds east a distance of 120 feet to a point in line of land of Lot No.57; thence along the same south 45 degrees 12 minutes 10 seconds west 40.31 feet to a point; thence along same south 15 degrees 27 minutes 30 seconds west, a distance of 165 feet to a point; thence along lands now or formerly of Wonderview Water Company, south 74 degrees 32 minutes 30 seconds west, a distance of 110 feet to a point being the southeast corner of Lot No.55, north 15 degrees 27 minutes 30 seconds west, a distance of 165 feet; thence along the same north 56 degrees 03 minutes 35 seconds west, a distance of 46.10 feet to a point on the southerly right of way line of Hillside Drive, the place of beginning.

CONTAINING 22,175 square feet.

BEING Lot No.56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County , Pennsylvania.

BEING the same premises which Clyde E. Yohey and Joan B. Yohey , by Deed dated October 3, 1990 and recorded in the Office of the Recorder of Deeds of Columbia County on November 12, 1990, in Deed Book Volume 461, Page 947, granted and conveyed unto Dennis L. Walton and Rose M. Walton.

UNDER AND SUBJECT to a driveway easement in favor of Grantors, their heirs, successors and assigns, bounded and described as follows, to wit:

BEGINNING at a point on the northerly line of other lands of Clyde E. Yohey and Joan B. Yohey, said point also being at the southeast corner of Lot No. 55; thence along the easterly line of said Lot No. 55 north 15 degrees 27 minutes 30 seconds west 165.00 feet to a rebar set; thence south 56 degrees 03 minutes 35 seconds east 23.05 feet to a rebar set; thence south 15 degrees 27 minutes 30 seconds east 147.50 feet to a point on the northerly line of other lands of Clyde E. and Joan B. Yohey; thence along the northerly line of other lands of said Yohey , south 74 degrees 32 minutes 30 seconds west 15.00 feet to the place of beginning.

SAID driveway easement is reserved by Grantors, their heirs, successors and assigns as an appurtenance with respect to their ownership of adjoining Lot No.55 and also as an appurtenance with respect to ownership of other lands of Grantors located south of the premises herein conveyed.

TOGETHER with a driveway easement bounded and described as follows, to wit:

BEGINNING at a rebar set on the southerly right of way line of Hillside Drive; thence

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The above premises are under and subject to the following express covenants and conditions which are deemed to be accepted by the Grantees on delivery of this deed:

1. The premises herein described shall be used for residential purposes only and no buildings shall be erected thereon except for a one-family private dwelling house and private garage.
2. No part of any building erected upon the premises shall extend within 50 feet from the building line on which the premises front, nor within 15 feet from any boundary line of the premises.
3. No building shall be erected upon the premises which does not have at least 1,350 square feet of floor space. In determining floor space, 1,350 feet shall include: (a) all furnished area above ground at face value; (b) all furnished partially underground area with exit on ground level at 50% face value; (c) no allowance for a garage, totally underground basement, finished or not, breezeway or overhang.
4. No excavations shall be made on the premises nor earth or sand removed therefore, except as a part of the building operations in the erection of the said building or grading lot. Any extra earth excavated from the said premises shall be removed at such a place as the Grantors direct.
5. No outhouse, toilet or privy shall be erected on the said premises unless incorporated in the buildings abovementioned and having connections for sewage disposal by means of septic tank or sump which will meet the requirements of the State Board of Health for sewage disposal. No sewage shall be disposed directly into any stream, water hole, or spring, nor the tributaries thereof; no sump or septic tank shall be placed within 20 feet of any boundary line unless written approval of the Grantors or their representatives is obtained.
6. No cows, pigs or poultry shall be kept on the premises, nor shall dogs be raised or kept thereon for the market, nor in any event shall more than two .dogs be kept thereon.
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By :

Parcel No. 22-01B-123

TERMS OF SALE

MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale..

REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within (8) days after the sale is cash, certified check or cashier's check.

IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

Plaintiff's Attorney
Kristine M. Faust, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff of Columbia County
Harry A. Roadarmel, Jr.

SHERIFF'S SALE

WEDNESDAY JANUARY 9, 2002 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 117 OF 2001 ED AND CIVIL WRIT NO. 849 OF 2001 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF' OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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BEGINNING at a point on the northerly line of other lands of Clyde E. Yohey and Joan B. Yohey, said point also being at the southeast corner of Lot No. 55; thence along the easterly line of said Lot No. 55 north 15 degrees 27 minutes 30 seconds west 165.00 feet to a rebar set; thence south 56 degrees 03 minutes 35 seconds east 23.05 feet to a rebar set; thence south 15 degrees 27 minutes 30 seconds east 147.50 feet to a point on the northerly line of other lands of Clyde E. and Joan B. Yohey; thence along the northerly line of other lands of said Yohey , south 74 degrees 32 minutes 30 seconds west 15.00 feet to the place of beginning.

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5. No outhouse, toilet or privy shall be erected on the said premises unless incorporated in the buildings abovementioned and having connections for sewage disposal by means of septic tank or sump which will meet the requirements of the State Board of Health for sewage disposal. No sewage shall be disposed directly into any stream, water hole, or spring, nor the tributaries thereof; no sump or septic tank shall be placed within 20 feet of any boundary line unless written approval of the Grantors or their representatives is obtained.
6. No cows, pigs or poultry shall be kept on the premises, nor shall dogs be raised or kept thereon for the market, nor in any event shall more than two dogs be kept thereon.
7. No signs, posters, billboards, advertising material of any kind, nor solid board fences, nor fences of such solid material as to obstruct the view, except fences four feet or less in height, shall be erected upon the premises.

EXCEPTING AND RESERVING therefrom, to the Grantors, their heirs, executors, administrators and assigns, a utility right of way ten (10) feet in width, on each side of the lot, extending the entire depth of the lot, and twenty -five (25) feet in width along the front of said lot and extending the entire width of said lot, together with the rights of ingress, egress and regress for the purposes of installing and maintaining utility lines, etc.

By :

Parcel No. 22-01B-123

TERMS OF SALE

MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale..

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IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

Plaintiff's Attorney
Kristine M. Faust, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff of Columbia County
Harry A. Roadarmel, Jr.

SHERIFF'S SALE

WEDNESDAY JANUARY 9, 2002 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 117 OF 2001 ED AND CIVIL WRIT NO. 849 OF 2001 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel or tract of land designated as Lot No.56 of the Wonderview Subdivision situate in Main Township, Columbia County , Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Hillside Drive, said point also being at the northeast corner of Lot No.55; thence along the southern right of way line of Hillside Drive, north 74 degrees 32 minutes 30 seconds east a distance of 120 feet to a point in line of land of Lot No.57; thence along the same south 45 degrees 12 minutes 10 seconds west 40.31 feet to a point; thence along same south 15 degrees 27 minutes 30 seconds west, a distance of 165 feet to a point; thence along lands now or formerly of Wonderview Water Company, south 74 degrees 32 minutes 30 seconds west, a distance of 110 feet to a point being the southeast corner of Lot No.55, north 15 degrees 27 minutes 30 seconds west, a distance of 165 feet; thence along the same north 56 degrees 03 minutes 35 seconds west, a distance of 46.10 feet to a point on the southerly right of way line of Hillside Drive, the place of beginning.

CONTAINING 22,175 square feet.

BEING Lot No.56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County , Pennsylvania.

BEING the same premises which Clyde E. Yohey and Joan B. Yohey , by Deed dated October 3, 1990 and recorded in the Office of the Recorder of Deeds of Columbia County on November 12, 1990, in Deed Book Volume 461, Page 947, granted and conveyed unto Dennis L. Walton and Rose M. Walton.

UNDER AND SUBJECT to a driveway easement in favor of Grantors, their heirs, successors and assigns, bounded and described as follows, to wit:

BEGINNING at a point on the northerly line of other lands of Clyde E. Yohey and Joan B. Yohey, said point also being at the southeast corner of Lot No. 55; thence along the easterly line of said Lot No. 55 north 15 degrees 27 minutes 30 seconds west 165.00 feet to arc bar set; thence south 56 degrees 03 minutes 35 seconds east 23.05 feet to a rebar set; thence south 15 degrees 27 minutes 30 seconds east 147.50 feet to a point on the northerly line of other lands of Clyde E. and Joan B. Yohey; thence along the northerly line of other lands of said Yohey , south 74 degrees 32 minutes 30 seconds west 15.00 feet to the place of beginning.

SAID driveway easement is reserved by Grantors, their heirs, successors and assigns as an appurtenance with respect to their ownership of adjoining Lot No.55 and also as an appurtenance with respect to ownership of other lands of Grantors located south of the premises herein conveyed.

TOGETHER with a driveway easement bounded and described as follows, to wit:

BEGINNING at a rebar set on the southerly right of way line of Hillside Drive; thence

along said right of way line north 74 degrees 32 minutes 30 seconds east 73.97 feet to a rebar set at the northwest corner of Lot No.56; thence along the westerly line of said Lot No.56 south 56 degrees 03 minutes 35 seconds east 46.10 feet to arebar set; thence along same south 15 degrees 27 minutes 30 seconds east 165.00 feet to a point on the northerly line of other lands of Clyde E. & Joan B. Yohey; thence along the northerly line of other lands of said Yohey south 74 degrees 32 minutes 30 seconds west 15.00 feet to a point; thence north 15 degrees 27 minutes 30 seconds west 159.40 feet to a rebar set; thence north 80 degrees 55 minutes 37 seconds west 97.79 feet to the place of beginning.

The above driveway easement is granted as an appurtenance to the Grantees, their successors and assigns in connection with their ownership of the premises herein conveyed.

The above premises are under and subject to the following express covenants and conditions which are deemed to be accepted by the Grantees on delivery of this deed:

1. The premises herein described shall be used for residential purposes only and no buildings shall be erected thereon except for a one-family private dwelling house and private garage.
2. No part of any building erected upon the premises shall extend within 50 feet from the building line on which the premises front, nor within 15 feet from any boundary line of the premises.
3. No building shall be erected upon the premises which does not have at least 1,350 square feet of floor space. In determining floor space, 1,350 feet shall include: (a) all furnished area above ground at face value; (b) all furnished partially underground area with exit on ground level at 50% face value; (c) no allowance for a garage, totally underground basement, finished or not, breezeway or overhang.
4. No excavations shall be made on the premises nor earth or sand removed therefrom, except as a part of the building operations in the erection of the said building or grading lot. Any extra earth excavated from the said premises shall be removed at such a place as the Grantors direct.
5. No outhouse, toilet or privy shall be erected on the said premises unless incorporated in the buildings abovementioned and having connections for sewage disposal by means of septic tank or sump which will meet the requirements of the State Board of Health for sewage disposal. No sewage shall be disposed directly into any stream, water hole, or spring, nor the tributaries thereof; no sump or septic tank shall be placed within 20 feet of any boundary line unless written approval of the Grantors or their representatives is obtained.
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By :

Parcel No. 22-01B-123

TERMS OF SALE

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Plaintiff's Attorney
Kristine M. Faust, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff of Columbia County
Harry A. Roadarmel, Jr.

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CONTAINING 22,175 square feet.

BEING Lot No.56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County , Pennsylvania.

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BEGINNING at a point on the northerly line of other lands of Clyde E. Yohey and Joan B. Yohey, said point also being at the southeast corner of Lot No. 55; thence along the easterly line of said Lot No. 55 north 15 degrees 27 minutes 30 seconds west 165.00 feet to a rebar set; thence south 56 degrees 03 minutes 35 seconds east 23.05 feet to a rebar set; thence south 15 degrees 27 minutes 30 seconds east 147.50 feet to a point on the northerly line of other lands of Clyde E. and Joan B. Yohey; thence along the northerly line of other lands of said Yohey , south 74 degrees 32 minutes 30 seconds west 15.00 feet to the place of beginning.

SAID driveway easement is reserved by Grantors, their heirs, successors and assigns as an appurtenance with respect to their ownership of adjoining Lot No.55 and also as an appurtenance with respect to ownership of other lands of Grantors located south of the premises herein conveyed.

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along said right of way line north 74 degrees 32 minutes 30 seconds east 73.97 feet to a rebar set at the northwest corner of Lot No.56; thence along the westerly line of said Lot No.56 south 56 degrees 03 minutes 35 seconds east 46.10 feet to arebar set; thence along same south 15 degrees 27 minutes 30 seconds east 165.00 feet to a point on the northerly line of other lands of Clyde E. & Joan B. Yohey; thence along the northerly line of other lands of said Yohey south 74 degrees 32 minutes 30 seconds west 15.00 feet to a point; thence north 15 degrees 27 minutes 30 seconds west 159.40 feet to a rebar set; thence north 80 degrees 55 minutes 37 seconds west 97.79 feet to the place of beginning.

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4. No excavations shall be made on the premises nor earth or sand removed therefore, except as a part of the building operations in the erection of the said building or grading lot. Any extra earth excavated from the said premises shall be removed at such a place as the Grantors direct.
5. No outhouse, toilet or privy shall be erected on the said premises unless incorporated in the buildings abovementioned and having connections for sewage disposal by means of septic tank or sump which will meet the requirements of the State Board of Health for sewage disposal. No sewage shall be disposed directly into any stream, water hole, or spring, nor the tributaries thereof; no sump or septic tank shall be placed within 20 feet of any boundary line unless written approval of the Grantors or their representatives is obtained.
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By :

Parcel No. 22-01B-123

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Plaintiff's Attorney
Kristine M. Faust, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff of Columbia County
Harry A. Roadarmel, Jr.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece, parcel or tract of land designated as Lot No. 56 of the Wonderview Subdivision situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Hillside Drive, said point also being at the northeast corner of Lot No. 55; thence along the southern right of way line of Hillside Drive, north 74 degrees 32 minutes 30 seconds east a distance of 120 feet to a point in line of land of Lot No. 57; thence along the same south 45 degrees 12 minutes 10 seconds west 40.31 feet to a point; thence along same south 15 degrees 27 minutes 30 seconds west, a distance of 165 feet to a point; thence along lands now or formerly of Wonderview Water Company, south 74 degrees 32 minutes 30 seconds west, a distance of 110 feet to a point being the southeast corner of Lot No. 55, north 15 degrees 27 minutes 30 seconds west, a distance of 165 feet; thence along the same north 56 degrees 03 minutes 35 seconds west, a distance of 46.10 feet to a point on the southerly right of way line of Hillside Drive, the place of beginning.

CONTAINING 22,175 square feet.

BEING Lot No. 56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County, Pennsylvania.

BEING the same premises which Clyde E. Yohey and Joan B. Yohey, by Deed dated October 3, 1990 and recorded in the Office of the Recorder of Deeds of Columbia County on November 12, 1990, in Deed Book Volume 461, Page 947, granted and conveyed unto Dennis L. Walton and Rose M. Walton.

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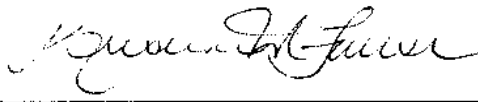
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GRENN & BIRSIC, P.C.

By: 
Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 22-01B-123

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

Chase Manhattan Mortgage Corporation

vs

Dennis L. Walton and

Rose M. Walton

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 2001-CV-849 Term XII E.D.

No. 2001-ED-117 Term 19 A.D.

No. _____ Term 19 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

Please see attached Legal Description

Amount Due

\$ 114,699.75

Interest from 10/8/01

\$ 1,663.09

Total

\$

Plus costs

as endorsed.

Dated

10/17/2001
(SEAL)

Terri B. Kline
Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Deputy

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

NO.: 2001-CV-849

Plaintiff,

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

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GRENN & BIRSIC, P.C.

By: 

Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 22-01B-123

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

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CONTAINING 22,175 square feet.

BEING Lot No. 56 of the Wonderview Subdivision in Main and Catawissa Townships, Columbia County, Pennsylvania.

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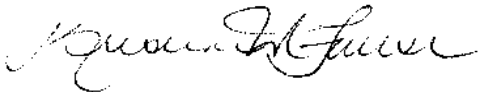
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By: 

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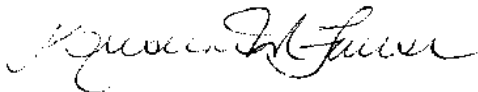
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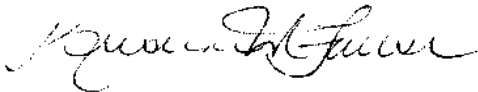
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2001-ED 117

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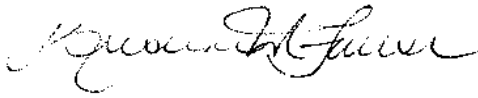
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ROSE M. WALTON,

Defendants.

NO.: 2001-CV-849

2001-ED-117

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Chase Manhattan Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Dennis L. Walton and Rose M. Walton located at 390 Hillside Drive, Main Twp., PA 17815 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF DENNIS L. WALTON AND ROSE M. WALTON OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MAIN TWP., COLUMBIA COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 390 HILLSIDE DRIVE, MAIN TWP., PA 17815. DBV 461, PAGE 947, AND PARCEL #22-01B-123.

1. The name and address of the owners or reputed owners:

Dennis L. Walton
Rose M. Walton

390 Hillside Drive
Main Twp., PA 17815

2. The name and address of the defendants in the judgment:

Dennis L. Walton
Rose M. Walton

390 Hillside Drive
Main Twp., PA 17815

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

Chase Manhattan Mortgage Corporation

[PLAINTIFF]

First Union National Bank

180 East 5th Street
St. Paul, MN 55101

4. The name and address of the last record holder of every mortgage of record:

Chase Manhattan Mortgage Corporation

[PLAINTIFF]

5. The name and address of every other person who has any record lien on the property:

Columbia County Domestic Relations

P.O. Box 380
Bloomsburg, PA 17815

PA Dept. Of Revenue
Bureau of Individual Taxes

Inheritance Tax Division
Dept. 280601
Harrisburg, PA 17128-0601

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale: NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

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

GRENN & BIRSIC, P.C.

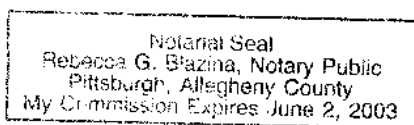
By: *Kristine M. Faust*

Kristine M. Faust, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 15th day of OCTOBER, 2001.

Rebecca G. Blazina
Notary Public



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 2001-CV-849

2001-ED-117

Plaintiff,

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S.101, ET. SEQ.
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

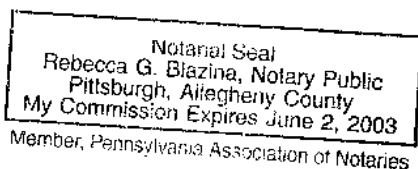
Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kristine M. Faust, attorney for the Plaintiff, who being duly sworn according to law deposes and says that Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reason that the aforesaid Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. §§1701-1715z-18) [35 P.S. §1680.401C(a)(3)]. Additionally, Plaintiff was not required to send Defendant written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101 and Defendants are not "residential mortgage debtors" as defined in 41 P.S. §101.

Kristine M. Faust

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 15th DAY OF OCTOBER, 2001.

Rebecca G. Blazina
Notary Public



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kristine M. Faust, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owners of the property located at 390 Hillside Drive, Main Township, Pennsylvania 17815 are Defendants, Dennis L. Walton and Rose M. Walton, who reside at 34 Maggie Spring Lane, Bloomsburg, Pennsylvania 17815, to the best of her information, knowledge and belief.

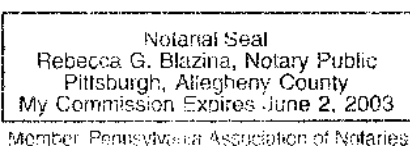
Kristine M. Faust

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 15th DAY OF October, 2001.

Rebecca G. Blazina

Notary Public



GRENN & BIRSIC, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

**COLUMBIA COUNTY SHERIFF
ORDER FOR SERVICE**

Re:

CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

Please personally serve Defendant, DENNIS L. WALTON, with copy of NOTICE of SHERIFF'S
SALE at 34 MAGGIE SPRING LANE, BLOOMSBURG, PA 17815.

Please personally serve Defendant, ROSE M. WALTON, with copy of NOTICE of SHERIFF'S
SALE at 34 MAGGIE SPRING LANE, BLOOMSBURG, PA 17815.

GRENN & BIRSIC, P.C.

BY:



Kristine M. Faust, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

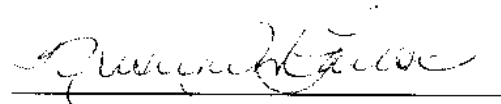
Defendants.

WAIVER OF WATCHMAN

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

GRENNEN & BIRSIC, P.C.

BY:



Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

NO.: 2001-CV-849

2001-ED-117

vs.

DENNIS L. WALTON and
ROSE M. WALTON,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Rose M. Walton
390 Hillside Drive
Main Twp., PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Courthouse
Office of the Sheriff
Bloomsburg, PA 17815

on *Jan 9, 2002*, at *1030 A.M.*, the following described real estate, of which Dennis L. Walton and Rose M. Walton are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF DENNIS L. WALTON AND ROSE M. WALTON OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MAIN TWP., COLUMBIA COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 390 HILLSIDE DRIVE, MAIN TWP., PA 17815. DBV 461, PAGE 947, AND PARCEL #22-01B-123.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of
Chase Manhattan Mortgage Corporation,
Plaintiff,

vs.

Dennis L. Walton and Rose M. Walton,
Defendants,

at Execution Number 2001-CV-849 in the amount of \$116,367.84.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

This paper is a notice of the date and time of the sale of your property. 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 legal 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.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

Susquehanna Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(570) 784-8760

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

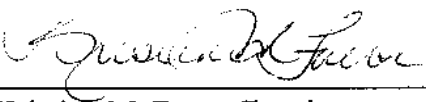
If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the 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 or judgment.

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 to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. 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. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENN & BIRSIC, P.C.

By: 

Kristine M. Faust, Esquire
Attorney for Plaintiff

GRENN & BIRSIC, P.C.
ONE GATEWAY CENTER, NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650

MELLON BANK, N.A.
PITTSBURGH, PA
8-26/430

53251

10/11/2001

PAY TO THE
ORDER OF Columbia County Sheriff

\$ **2,000.00

Two Thousand and 00/100*****

Columbia County Sheriff

DOLLARS

MEMO 75-2821

RGB

David J. Birsic

⑈053251⑈ ⑆043000261⑆ 009⑈2101⑈

GRENN & BIRSIC, P.C.
Columbia County Sheriff

10/11/2001
Columbia County Sheriff - Real Estate Execution Cos

53251

2,000.00

Checking - Pittsburgh 75-2821

RGB

2,000.00