## SHERIFF'S SALE COST SHEET

Bank One, N.A.	V	s. Timoth	N SV/5+	r <del>ዓ</del>	
1594 One, N. A. NO. 166-03 ED NO./O	73-03	JD DATE/TIM	ME OF SALE_	Stayed	
				,	
DOCKET/RETURN		\$15.00			
SERVICE PER DEF.		\$ 165,00	_		
LEVY (PER PARCEL		\$15.00			
MAILING COSTS		8 <u>99.20</u>	-		
ADVERTISING SALE BILLS		•			
ADVERTISING SALE (NEWS	SPAPER)	\$15.00			
MILEAGE		\$ 16,00	_		
POSTING HANDBILL		\$15.00			
CRYING/ADJOURN SALE		\$10.00			
SHERIFF'S DEED		\$35.00			
TRANSFER TAX FORM		<del>\$25.0</del> 0			
DISTRIBUTION FORM		<del>\$25.00</del>			
COPIES		\$ 5,50	-		
NOTARY	****	\$ 8,00	22011 SC	١	
IOTAL	չ <b>Դ</b>	• ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	\$304,.50	,	
WEB POSTING		\$150.00			
PRESS ENTERPRISE INC.		\$ -0 -			
SOLICITOR'S SERVICES		\$75.00	-		
	*****	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$ 725.00		
TOTAL			\$ 00 J/50		
PROTHONOTARY (NOTARY	7)	\$ <del>10.00</del>			
RECORDER OF DEEDS	,	S			
TOTAL *	******	******	s -o-		
REAL ESTATE TAXES:					
BORO, TWP & COUNT	ΓY 20	\$	_		
SCHOOL DIST.	20	\$	_		
DELINQUENT	20	\$ 5,00			
TOTAL *	******	******	\$ 5,00		
AGDICUDAL PERG DAM					
MUNICIPAL FEES DUE:	• •	_			
SEWER	20	\$			
WATER	20	\$ \$			
IUIAL 1	· <b>ጥ ጥ ጥ ጥ ጥ ጥ ጥ</b> ጥ	****	\$		
SURCHARGE FEE (DSTE)			e 106 60		
MISC.		<b>c</b>	\$ 126,60		
11150		\$			
TOTAL *	 ·*****	*****	\$ -6-	_ ,	10 00
101111			¥ <u> </u>	1350,00	Dep
TOTAL C	COSTS (OP	ENING BID)		s 654.50	
	(01				
				695,50	

## WELTMAN, WEINBERG & REIS

ATTORNEYS AT LAW 2601 Koppers Building 436 Seventh Avenue Pittsburgh, PA 15219

(412) 434-7955

CLEVELAND . COLUMBUS . CINCINNATI . PITTSBURGH

January 2, 2004

VIA FAX (570) 784-0257 Sheriff of Columbia County ATTN: Real Estate Dept.

RE: Bank One, N.A., et. al. vs. Sylstra

No: 2003-CV-1023

Dear Madam or Sir:

Please stay the Sheriff's Sale that is scheduled for March 24, 2004. Plaintiff is trying to workout a payment agreement with Defendant.

If you should have any questions, please feel free to contact me at the number listed above.

ery Truly Yours

Paralegal

Sepol Refund

#### HARRY A. ROADARMEL, JR.



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

24 HOUR PHONE (570) 784-6300

PHONE (\$70) 389-3622

BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION VS

Docket # 166ED2003

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TIMOTHY S. SYLSTRA

#### AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, DECEMBER 22, 2003, AT 5:00 PM, SERVED THE WITHIN WRIT OF EXECUTION - MORTGAGE FORECLOSURE UPON TIMOTHY S. SYLSTRA AT 1620 ORANGE ST., BERWICK BY HANDING TO TIMOTHY SYLSTRA, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME THIS TUESDAY, DECEMBER 30, 2003

NOTAFIEL SEAL WENDY WESTOVER, NOTAFY PUBLIC BLOOMSBURG, COLUMBIA CO., PA THE COMMISSION EXPIRES NOVEMBER 07, 2008 **DEPUTY SHERIFF** 

WAIVER OF WATCHMAN/WAIVER OF INSURANCE — Any Deputy Sheriff levying upon or attaching any property under which 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; and the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

For the

Homeny-Sylchia

1(15-(V-1025

July & Boundary Comment

OFFICER: T. CHAMBERLAIN SERVICE# 1 - OF - 12 SERVICES DATE RECEIVED 12/18/2003 DOCKET # 166ED2003 PLAINTIFF BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION TIMOTHY S. SYLSTRA Phone 4 159-6391 DEFENDANT PERSON/CORP TO SERVED PAPERS TO SERVED TIMOTHY S. SYLSTRA WRIT OF EXECUTION - MORTGAGE 1620 ORANGE ST. FORECLOSURE BERWICK SERVED UPON AND RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_ DATE 12.23 TIME DOC MILEAGE \_\_\_\_ OTHER \_\_\_\_ Racc \_\_\_ 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 12023 0940 ARTER COTOS TOWN CAPILLE BPHONE CHY 12-22-3 1410 A12YELL 15 0c HUTER 12-02-3 DATE 12.32-3 DEPUTY



## **COLUMBIA COUNTY**

# HOUSING AUTHORITY

**BOARD OF DIRECTORS** 

Paul E. Reichart

Richard Megargell

Hervey Gillespie

Alex Dubit Jr.

Frances Seward

Executive Director
James Thomas

December 23, 2003

Mr. Harry A. Roadarmel, Jr. Columbia County Sheriff Court House P.O. Box 380 Bloomsburg, PA 17815

Dear Mr. Roadarmel:

In response to your notice of December 22, 2003, please be advised that the Columbia County Housing Authority holds the second mortgage on the property located at 1620 Orange Street, Berwick, owned by Timothy S. Sylstra.

The Authority's mortgage was given to the family in the amount of \$6,155.66. This is the total amount owed to the Housing Authority.

If you require any additional information, please call me.

Yours truly,

James Thomas Executive Director

JT/jj

3. Also complete Delivery is desired. address on the reverse the card to you. he back of the mailpiece, ce permits.  R. R. R. A 17105	Complete items 1, 2, 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  U. S. SMALL BUSINESS ADMINISTRATIO PHILADELPHIA DISTRCIT OFFICE ROBERT N.C. NIX FEDERAL BUILDI.  900 MARKET STREET- 5 <sup>TH</sup> FLOOR PHILADELPHIA, PA 19107	Service Type  Certified Mail Registered Insured Mail Restricted Deliver A Co.D.  Express Mail Receipt for Merchandise C.O.D.
	- Marine	COMPLETE THIS SECTION ON DELIVERY  A. Signature  B. Received by (Printed Name)  D. Is delivery address different from item 1?  Yes  ter delivery address below:  No
	2. Article Number (Transfer from service label)  PS Form 3811, August 2001  Domestic Ref  SENDER: COMPLETE THIS SECTION  Complete items 1, 2, 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  Article Addressed to: INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING 600 ARCH STREET ROOM 3259 PHILADELPHIA, PA 19106	
	(	

A Bastricted Delivery? (Extra Fee)

7

OFFICER: T. CHAMBERLAIN SERVICE# 3 - OF - 12 SERVICES DATE RECEIVED 12/18/2003 DOCKET # 166ED2003 PLAINTIFF BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION TIMOTHY S. SYLSTRA DEFENDANT PERSON/CORP TO SERVED PAPERS TO SERVED HOUSING AUTHORITY OF THE COUNTY WRIT OF EXECUTION - MORTGAGE OF COLUMBIA **FORECLOSURE** 700 SAW MILL ROAD BLOOMSBURG SERVED UPON JOHNSON RELATIONSHIP SECT IDENTIFICATION DATE 1535 MILEAGE \_\_\_\_\_ 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

DATE 13.32-3

OFFICER:

OFFICER: DATE RECEIVED 12/18/20	SERVICE# 6 - OF - 12 SERVICES DOCKET # 166ED2003
PLAINTIFF	BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION
DEFENDANT	TIMOTHY S. SYLSTRA
PERSON/CORP TO SERVI	PAPERS TO SERVED
DOMESTIC RELATIONS	WRIT OF EXECUTION - MORTGAGE
15 PERRY AVE.	FORECLOSURE
BLOOMSBURG	
SERVED UPON LESIN	
RELATIONSHIP	IDENTIFICATION
DATE <u>0-93-3</u> TIME <u>13</u>	MILEAGE OTHER
Race Sex Height_	Weight Eyes Hair Age Military
В. Н С. С D. R	ERSONAL SERVICE AT POA POB POE CCSO OUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA ORPORATION MANAGING AGENT EGISTERED AGENT OT FOUND AT PLACE OF ATTEMPTED SERVICE
F. O	THER (SPECIFY)
ATTEMPTS DATE TIME	OFFICER REMARKS
DEPUTY Luti	DATE 17-22-3

OFFICER: T. CHAMBERLAIN SERVICE# 2 - OF - 12 SERVICES DATE RECEIVED 12/18/2003 DOCKET # 166ED2003 PLAINTIFF BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION DEFENDANT TIMOTHY S. SYLSTRA PERSON/CORP TO SERVED PAPERS TO SERVED FIRST NATIONAL BANK OF BERWICK WRIT OF EXECUTION - MORTGAGE 111 WEST FRONT ST. **FORECLOSURE** BERWICK SERVED UPON CANNE DAUTRICH RELATIONSHIP RELATIONSHIP RELATIONSHIP RELATIONSHIP DATE 1223 TIME 1035 MILEAGE \_\_\_\_\_ 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

DATE 12-32-3

DEPUTY

OFFICER: T. CHAMBERLAIN SERVICE# 4 - OF - 12 SERVICES DATE RECEIVED 12/18/2003 DOCKET # 166ED2003 PLAINTIFF BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION DEFENDANT TIMOTHY S. SYLSTRA PERSON/CORP TO SERVED PAPERS TO SERVED BERWICK SEWER WRIT OF EXECUTION - MORTGAGE 7474D COLUMBIA BLVD FORECLOSURE BERWICK SERVED UPON SELLEY RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_ DATE 12.23.3 TIME 09.30 MILEAGE \_\_\_\_\_ 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 TIME OFFICER REMARKS DATE

DATE 13-20-3

DEPUTY

OFFICER: T. CHAMBERLAIN SERVICE# 5 - OF - 12 SERVICES DATE RECEIVED 12/18/2003 DOCKET # 166ED2003

PLAINTIFF BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION

DEFENDANT TIMOTHY S. SYLSTRA

PERSON/CORP TO SERVED PAPERS TO SERVED WRIT OF EXECUTION - MORTGAGE FORECLOSURE

BERWICK

SERVED UPON WRITE

RELATIONSHIP IDENTIFICATION DATE 12 SERVICES DOCKET # 166ED2003

DATE 12 22 3 TIME 1000 MILEAGE OTHER \_\_\_\_\_\_

1615 LINCOLN AVE. BERWICK		FORECLOSURE	
SERVED UPON COMM	UE		
RELATIONSHIP	a	IDENTIFICAT	ION
DATE 12-23-3 TIME:	OCC MILEA	.GE (	OTHER
Race Sex Heigh	t Weight E	Eyes Hair	Age Military
C. D. E.	PERSONAL SERVICE HOUSEHOLD MENT CORPORATION MANT REGISTERED AGE NOT FOUND AT PI OTHER (SPECIFY)	MBER: 18+ YEARS ANAGING AGENT NT LACE OF ATTEMP	S OF AGE AT POA TED SERVICE
ATTEMPTS DATE TIN	ИЕ ОF1	FICER	REMARKS
DEPUTY COL		DATE )	- Jo 3

MAKE CHECKS PAYBLE TO: Tax Notice 2003 Connie C Gingher 1615 Lincoln Avenue Berwick PA 18603 BERWICK BORO County & 1

HOURS,MON, TUE, THUR & FRI : CLOSED WEDNESDAY & HOLID PHONE:570-752-7442 CLOSED FRIDAY AFTER DISCO

OUNT	AM - 4PM	_				_	Municipality	
The discount & penalty have been calculated for your convenience	BORO RE	LIGHT	SINKING	GENERAL	DESCRIPTION	5		
PAY THIS AMOUNT				14,690	ASSESSMENT		RTY.	
	6.1	1,25	75 75	5.646	MILEO	5		
210.05 April 30 If paid on or before	87.82	17.99	10.80	81.28 13.18	24.00	I FCC DISCOUNT	03/01/2003	DATE
210.05 214.34 April 30 June 30 If paid on or before				12 41	VO C0	TESS DISCOUNT TAX AMOUNT DUE INCL PENALTY		BIL
June 30 If paid after		19.28	11.57	13.65	91 23	INCL PENALTY	6157	BILL NO.

BILL NO

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED you desire a receipt, send a self-addressed stamped envelope with your payment THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT BERWICK PA 18603 SYLSTRA TIMOTHY S 1620 ORANGE STREET PARCEL: 04D-05 -228-00,000 Penalty 1620 ORANGE ST Discount 2221 Acres Total Assessment CNTY 2 % 10 % Buildings Land Ą 5 2 %% CK#0914 10,819 14,690 3,871 100.00 courthouse on: January 1, 2004 This tax returned to FILE COPY 4/15/03 mf

MAKE CHECKS PAYABLE TO: TAX NOTICE CONNIE C. GINGHER BERWICK, PA 18603 1615 LINCOLN AVENUE BERWICK BOROUGH 2003 SCHOOL REAL ESTATE

HOURS -4pm DURING DISCT. CLOSED WED FRI AND HOLIDAY AFTER DISCT. MON, TUES, THURS, FRI 9:30am PHONE 570-752-7442

				ਜ਼ਾਂ
	The 2% discount and 10% penalty have been computed for your convenience. Taxes are due now and payable. Prompt payment is requested.  This tax notice must be returned with your payment. For a receipt, enclose a SASE.  AMOUN	REAL ESTATE	DESCRIPTION	FOR BERWICK AREA SCHOOL DISTRICT
r	penalty have been nce. Taxes are due tyment is requested returned with tenclose a SASE.	14690	ASSESSMENT	A SCHOOL DI
	- C. S.	14690 31.400	RATE	STRICT
SCHOOL PEN	452.04 Aug 31 IF PAID ON OR BEFORE	452.04	LESS DISC	DATE 07
SCHOOL PENALTY AT 10%	452.04 461.27  AUG 31 OCT 31  IF PAID ON IF PAID ON OR BEFORE OR BEFORE	461.27	LESS DISC AMOUNT FACE INC PENALTY	DATE 07/01/03 B
	461.27 507.40 OCT 31 OCT 31 IF PAID ON IF PAID OR BEFORE AFTER	507.40	INC PENALTY	BILL# 003944

BERWICK PA 18603 1620 ORANGE STREET SYLSTRA TIMOTHY S

o н

0.22 ACRES PARCEL 04D05 22800000 1620 ORANGE ST 0644-0430 PROPERTY DESCRIPTION 10819.00 3871.00 TO COURT HOUSE: THIS TAX RETURNED JANUARY 1, 2004 ACCT. 7267

Original

OFFICER: DATE RECEIVED 12	//18/2003	SERVICE# 9 - OF - 1 DOCKET # 166ED200	
PLAINTIFF	BANK ONE, N CORPORATIO	.A., S/I/I/T NATIONAL N	FINANCE
DEFENDANT	TIMOTHY S. S	YLSTRA	
PERSON/CORP TO S COLUMBIA COUNTY PO BOX 380 BLOOMSBURG		PAPERS TO SERVE WRIT OF EXECUTION FORECLOSURE	
SERVED UPON	Para 7/00	Gut	
SERVED UPON		IDENTIFICATION	
DATE <u>12 - 22-3</u> TIM			
Race Sex He	ight Weight I	∃yes Hair Ag	e Military
	A. PERSONAL SERVI B. HOUSEHOLD MEN C. CORPORATION M D. REGISTERED AGE E. NOT FOUND AT P  F. OTHER (SPECIFY)	MBER: 18+ YEARS OF ANAGING AGENT ENT LACE OF ATTEMPTE	AGE AT POA  D SERVICE
ATTEMPTS DATE	TIME OF	FICER RE	MARKS
DEPUTY	ula	DATE _15- J.	y . %

### BERWICK AREA JOINT SEWER AUTHORITY

7474 D COLUMBIA BOULEVARD BERWICK, PENNSYLVANIA **18603** (570) 752-8477 FAX: (570) 752-8479

DATE: 12/22/03	NUMBER OF PAGES (Including cover page) 2	<del></del>
To: Tim		·
· · · · · · · · · · · · · · · · · · ·		
From: Killy		<del></del>
Subject: Shoriff Sale	-1620 Orange St.	
Benwick		<u></u>
Special Instructions:		
If you do not receive all of the pages, call us at (570) 752-8477.	or if any part of the transmittal is illegible, pl	lease
	Facsimile Operator	

## BERWICK AREA JOINT SEWER AUTHORITY

7474D COLUMBIA BOULEVARD BERWICK, PENNSYLVANIA 18603 (570) 752-8477 FAX# (570) 752-8479

December 22, 2003

Harry A. Roadarmel, Jr. Sheriff of Columbia County Court House- P.O. Box 380 Bloomsburg, PA 17815

BANK ONE, N.A., S/I/I/T NATIONAL FINANCE CORPORATION

**VS** 

TIMOTHY S. SYLSTRA

DOCKET # 166ED2003

JD# 1023JD2003

Dear Harry:

The outstanding balance on sewer account #134554 for the property located at 1620 Orange Street, Berwick through March 2004 is \$163.82.

Please feel free to contact me with any questions that you may have.

Sincerely,

Kelly Greer Authority Clerk

## REAL ESTATE OUTLINE

ED#<u>166-03</u>

DATE RECEIVED / 3 - 13 -	05
DOCKET AND INDEX /2-23-	03
SET FILE FOLDER UP /3->3-	03
CHECK FOR PROPER	INFO.
WRIT OF EXECUTION	$\checkmark$
COPY OF DESCRIPTION	<del></del>
WHEREABOUTS OF LKA	
NON-MILITARY AFFIDAVIT	
NOTICES OF SHERIFF SALE	$\overline{\nu}$
WATCHMAN RELEASE FORM	<del></del>
AFFIDAVIT OF LIENS LIST	
CHECK FOR \$1,350.00 OR	CK# 80993/0
**IF ANY OF ABOVE IS MISSIN	G DO NOT PROCEDE**
CALEDATE	and a self arm of office.
SALE DATE	Mar 24, 2004 TIME 0900
POSTING DATE	Feb. 18,04
ADV. DATES FOR NEWSPAPER	1 <sup>SI</sup> WEEK Nac 3
	2 <sup>ND</sup> WEEK
	3 <sup>RD</sup> WEEK
	,

### WEDNESDAY MARCH 24, 2004 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 166 OF 2003 ED AND CIVIL WRIT NO. 1023 OF 2003 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:

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

BEGINNING at the Northwest corner of Lot No. 230, this being the West side of the seventh lot West of Easton Street on the South side of Orange Street; thence in a Southerly direction along line of Lot No. 230, a distance of 164 feet, more or less, to a 15 foot alley; thence along said alley in a Westerly direction, a distance of 58.9 feet to line of land conveyed by the grantor herein to John Matash, et ux, by Deed dated December 11, 1968 and unrecorded; thence in a Northerly direction along the line of land of John Matash et ux, a distance of 160 feet, more or less, to Orange Street; thence in an Easterly direction along Orange Street, a distance of 58.9 feet to the place of beginning.

BEING all of Lot No. 229 and a portion of Lot No. 228 of Berwick land and Improvement Company Addition to the Borough of Berwick, (Sam Miscellaneous Book No. 7, Pages 496 and 497). BEING the same premises which Burt A. Wandell and Renee Wandell, by Deed dated December 16, 1996 and recorded in Columbia County on December 18, 1996 at Deed Book Volume 644, Page 430, granted and conveyed to Timothy S. Sylstra.

Parcel No. 04D-05-228

#### 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.

IMPORT ANT 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 Kimberly J. Hong 2718 Koppers Building Pittsburgh, PA 15219

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Plaintiff's Attorney Kimberly J. Hong 2718 Koppers Building Pittsburgh, PA 15219

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

BEGINNING at the Northwest corner of Lot No. 230, this being the West side of the seventh lot West of Easton Street on the South side of Orange Street; thence in a Southerly direction along line of Lot No. 230, a distance of 164 feet, more or less, to a 15 foot alley; thence along said alley in a Westerly direction, a distance of 58.9 feet to line of land conveyed by the grantor herein to John Matash, et ux, by Deed dated December 11, 1968 and unrecorded; thence in a Northerly direction along the line of land of John Matash et ux, a distance of 160 feet, more or less, to Orange Street; thence in an Easterly direction along Orange Street, a distance of 58.9 feet to the place of beginning.

BEING all of Lot No. 229 and a portion of Lot No. 228 of Berwick land and Improvement Company Addition to the Borough of Berwick, (Sam Miscellaneous Book No. 7, Pages 496 and 497). BEING the same premises which Burt A. Wandell and Renee Wandell, by Deed dated December 16, 1996 and recorded in Columbia County on December 18, 1996 at Deed Book Volume 644, Page 430, granted and conveyed to Timothy S. Sylstra.

Parcel No. 04D-05-228

#### 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.

IMPORT ANT 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 Kimberly J. Hong 2718 Koppers Building Pittsburgh, PA 15219

### WEDNESDAY MARCH 24, 2004 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 166 OF 2003 ED AND CIVIL WRIT NO. 1023 OF 2003 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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Plaintiff's Attorney Kimberly J. Hong 2718 Koppers Building Pittsburgh, PA 15219

# WRIT OF EXECUTION—(MORTGAGE FORECLANT/RE) P.R.C.P. 3180 to 3183 and Rule 3257

Bark One NA Stille National Finance Corporation Tunicthy S. Sylstra	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA  No. 1023 Term 19 A.D.  No. 2003ED 166 Term 19 J.D.  WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
Commonwealth of Pennsylvania:  County of Columbia:	
TO THE SHERIFF OF	COUNTY, PENNSYLVANIA
following described property (specifically described	
Prouse su a	tiación ligai discription
· · ·	
· ;	
\$90.50 pad	•
\$14,00 pad	•
\$ 23.00 prid	
\$14,00 pard \$23.00 pard \$7.00	
Amount Due Interest from 10/23/03 Total	\$ 26,785.51 \$ 592-79 \$ 21,364, 30 Mus costs
as ondersed.	Prothonotary, Common Pleas Court of
Dated Dec 18, 2003 (SEAL)	Columbia County, Penna.  By:  Deputy

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff,

NO: 2003-CV-1023

VS.

TIMOTHY S. SYLSTRA,

Defendant.

### LONG FORM DESCRIPTION

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

BEGINNING at the Northwest corner of Lot No. 230, this being the West side of the seventh lot West of Eaton Street on the South side of Orange Street; thence in a Southerly direction along line of Lot No. 230, a distance of 164 feet, more or less, to a 15 foot alley; thence along said alley in a Westerly direction, a distance of 58.9 feet to line of land conveyed by the grantor herein to John Matash et ux, by Deed dated December 11, 1968 and unrecorded; thence in a Northerly direction along the line of land of John Matash et ux, a distance of 160 feet, more or less, to Orange Street; thence in an Easterly direction along Orange Street, a distance of 58.9 feet to the place of beginning.

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WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire Attorney for Plaintiff 2718 Koppers Building 436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 04D-05-228

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff.

NO: 2003-CV-1023

VS.

TIMOTHY S. SYLSTRA,

Defendant.

#### NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Timothy S. Sylstra 1620 Orange Street Berwick, PA 18603

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

Columbia County Sheriff's Office 35 W. Main Street Bloomsburg, Pennsylvania 17815

on , at A.M., the following described real estate, of which Timothy S. Sylstra is the owner or reputed owner:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY S. SYLSTRA OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE BOROUGH OF BERWICK, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 1620 ORANGE STREET, BERWICK, PA 18603. DEED BOOK VOLUME 644, PAGE 430, PARCEL NUMBER 04D-05-228.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

Bank One, N.A., et. al.,

Plaintiff.

VS.

Timothy S. Sylstra,

Defendant.

at Execution Number 2003-CV-1023 in the amount of \$ 21,384.30, with appropriate continuing interest, attorneys fees, and costs as set forth in the Praecipe for Writ of Execution.

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.

The Writ of Execution 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 E. 5<sup>th</sup> Street Bloomsburg, PA 17815

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 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.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire Attorneys for Plaintiff 2718 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,	
Plaintiff,	NO: 2003-CV-1023
vs.	
TIMOTHY S. SYLSTRA,	
Defendant.	
<u>AFFIDAVIT PUR</u>	SUANT TO RULE 3129.1
COMMONWEALTH OF PENNSYLVANIA	) ) SS:

COUNTY OF ALLEGHENY

Bank One, N.A., et. al., Plaintiff in the above action, sets forth as of the date of the Praecipe for the Writ of Execution was filed the following information concerning the real property of Timothy S. Sylstra, located at 1620 Orange Street, Berwick, PA 18603 and is more fully described as follows:

)

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY S. SYLSTRA OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE BOROUGH OF BERWICK, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 1620 ORANGE STREET, BERWICK, PA 18603. DEED BOOK VOLUME 644, PAGE 430, PARCEL NUMBER 04D-05-228.

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

Timothy S. Sylstra

1620 Orange Street Berwick, PA 18603

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

Timothy S. Sylstra

1620 Orange Street Berwick, PA 18603

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

Bank One, N.A., et. al.

(Plaintiff)

Tax Claim Bureau

P.O. Box 380

Bloomsburg, PA 17815

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

Bank One, N.A., et. al.

(Plaintiff)

First National Bank of Berwick

111 West Front Street

Berwick, PA

Housing Authority of the County of Columbia

700 Saw Mill Road Bloomsburg, PA 17815

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

**NONE** 

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:

Inheritance Tax Bureau

P.O. Box 380

Bloomsburg, PA 17815

Domestic Relations

P.O. Box 380

Bloomsburg, PA 17815

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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.

Kimberly J. Hong, Esquire Attorneys for Plaintiff

Sworn to and subscribed before me

day of Milling 2003.

CAMAI

NOTARIAL SEAL

ANGELA M. SCHOFIELD, NOTARY PUBLIC CITY OF PITTSBURGH, ALLEGHENY COUNTY

MY COMMISSION EXPIRES MARCH 8, 2006

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff.

NO: 2003-CV-1023

VS.

TIMOTHY S. SYLSTRA,

Defendant.

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WELTMAN, WEINBERG & REIS, CO., L.P.A.

122

Kimberly J. Hong, Esquire

Attorney for Plaintiff 2718 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 04D-05-228

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff.

NO: 2003-CV-1023

VS.

TIMOTHY S. SYLSTRA.

Defendant.

### 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 Kimberly J. Hong, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at 1620 Orange Street, Berwick, PA 18603 is Defendant, Timothy S. Sylstra, who resides at 1620 Orange Street, Berwick, PA 18603, to the best of her information, knowledge and belief.

KIMBERLY J. HONG, ESQUIRE Weltman, Weinberg & Reis, Co., L.P.A. 2718 Koppers Building 436 7<sup>th</sup> Avenue Pittsburgh, PA 15219 (412) 434-7955

Sworn to and subscribed before me

this 13th day of November, 2003.

Notary Public

NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2003

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff,

NO: 2003-CV-1023

VS.

TIMOTHY S. SYLSTRA,

Defendant.

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 Kimberly J. Hong, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about August 8, 2003, Defendant was mailed a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. and a Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et. seq. The foregoing statement is true and correct to the best of my knowledge, information and belief.

KIMBERLY J. HONG, ESQUIRE Weltman, Weinberg & Reis, Co., L.P.A. 2718 Koppers Building, 436 7<sup>th</sup> Avenue Pittsburgh, PA 15219 (412) 434-7955

Sworn to and subscribed before me,

this 13th day of Mylmber, 2003.

NOTÁRY PUBLIC

NOTARIAL SEAL ANGELA M. SCHOFIELD, NOTARY PUBLIC CITY OF PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES MARCH 8, 2005

### WELTMAN, WEINBERG & REIS CO., L.P.A.

ATTORNEYS AT LAW

2718 Koppers Building 436 Seventh Avenue Pittsburgh, Pennsylvania 15219 412.434.7955 www.weltman.com CINCINNATI, OH 513.723.2200

CLEVELAND, OH 216.685.1000

COLUMBUS, OH 614.228.7272

DETROIT, MI 248.362.6100

MOUNT HOLLY, NJ 609.914.0437

KIMBERLY J. HONG 412.434.7955 Fax 412.434.7959 khong@weltman.com

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

BANK ONE, N.A., s/i/i/t NATIONAL FINANCE CORPORATION,

Plaintiff,

VS.

TIMOTHY S. SYLSTRA,

Defendant.

### **DIRECTIONS TO SHERIFF**

PLEASE PERSONALLY SERVE DEFENDANT, TIMOTHY S. SYLSTRA, WITH THE NOTICE OF SALE AT 1620 ORANGE STREET, BERWICK, PA 18603.

Very Truly Yours,

NO: 2003-CV-1023

Kimberly J. Hong, Esq.

WELTMAN, WEINBERG & REIS CO., C.P.A. LAW OFFICES CT

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COLUMBIA COUNTY SHERIFF

BLOOMSBURG, PA 17815

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