

SHERIFF'S SALE COST SHEET

NO. 115T ED NO. 882-04 VS. Lenth Overholt JD DATE/TIME OF SALE Stated

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>135.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>21.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>10.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>4.50</u>
NOTARY	\$ <u>8.00</u>
TOTAL *****	\$ <u>272.50</u>

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u> </u>
SOLICITOR'S SERVICES	\$ <u>75.00</u>
TOTAL *****	\$ <u>150.00</u>

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u> </u>
TOTAL *****	\$ <u>-0-</u>

REAL ESTATE TAXES:	
BORO, TWP & COUNTY 20	\$ <u> </u>
SCHOOL DIST. 20	\$ <u> </u>
DELINQUENT 20	\$ <u>5.00</u>
TOTAL *****	\$ <u>5.00</u>

MUNICIPAL FEES DUE:	
SEWER 20	\$ <u> </u>
WATER 20	\$ <u> </u>
TOTAL *****	\$ <u>-0-</u>

SURCHARGE FEE (DSTE)	\$ <u>100.00</u>
MISC. <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
TOTAL *****	\$ <u>-0-</u>

TOTAL COSTS (OPENING BID) \$ 527.50

74 1472.50 refined

**GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734**

JOSEPH A. GOLDBECK, JR.
GARY E. McCAFFERTY
MICHAEL T. McKEEVER

October 7, 2004

Columbia

SHERIFF OF COLUMBIA COUNTY
Sheriff's Office
PO Box 380
Bloomsburg, PA 17815
FAX **570-389-5625**

RE: MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER
WITH FRANKLIN FIRST SAVINGS BANK
vs.
KEITH A. DAVENPORT
No. 2004CV 882

Property address:

**RR 2 Box 2750
Berwick, PA 18603**

Sheriff's Sale Date: **AWAITING SALE DATE**

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs.

Thank you for your cooperation.

Very truly yours,


JOSEPH A. GOLDBECK, JR.

JAG/bag

COUNTY OF COLUMBIA

REAL ESTATE TAX CERTIFICATION

Date: 10/04/2004

Fee: \$5.00

Cert. NO: 111

DAVENPORT KEITH A
486 MOUNTAIN ROAD
BERWICK PA 18603

District: CENTRE NORTH TWP
Deed: 0607 -0291
Location: 486 MOUNTAIN RD
Parcel Id:11 -04 -008-07,000

Assessment: 29,097
Balances as of 10/04/2004

YEAR	TAX TYPE	TAX AMOUNT	PENALTY	DISCOUNT	PAID	BALANCE
	NO TAX CLAIM TAXES DUE					

By: Timothy Chamberlain Per: A.B.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 9/30/2004

SERVICE# 1 - OF - 10 SERVICES
DOCKET # 163ED2004

PLAINTIFF MANUFACTURERS AND TRADERS TRUST COMPANY
SUCCESSOR BY MERGER WITH FRANKLIN FIRST
SAVINGS BANK

DEFENDANT KEITH A. DAVENPORT

PERSON/CORP TO SERVED	PAPERS TO SERVED
KEITH DAVENPORT	WRIT OF EXECUTION - MORTGAGE
486 MOUNTAIN ROAD	FORECLOSURE
BERWICK	

SERVED UPON KEITH DAVENPORT

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10-01-04 TIME 1445 MILEAGE _____ OTHER _____

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

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA X 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 10-01-04

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 9/30/2004

SERVICE# 3 - OF - 10 SERVICES
DOCKET # 163ED2004

PLAINTIFF MANUFACTURERS AND TRADERS TRUST COMPANY
SUCCESSOR BY MERGER WITH FRANKLIN FIRST
SAVINGS BANK

DEFENDANT KEITH A. DAVENPORT

PERSON/CORP TO SERVED	PAPERS TO SERVED
CYNTHIA GROSHEK-TAX COLLECTOR	WRIT OF EXECUTION - MORTGAGE
218 SHELHAMER ROAD	FORECLOSURE
BERWICK	

SERVED UPON POB 1110

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10.01.09 TIME 1435 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 Pam Dell DATE 10.01.09

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 9/30/2004

SERVICE# 4 - OF - 10 SERVICES
DOCKET # 163ED2004

PLAINTIFF MANUFACTURERS AND TRADERS TRUST COMPANY
SUCCESSOR BY MERGER WITH FRANKLIN FIRST
SAVINGS BANK

DEFENDANT KEITH A. DAVENPORT

PERSON/CORP TO SERVED	PAPERS TO SERVED
DOMESTIC RELATIONS	WRIT OF EXECUTION - MORTGAGE
15 PERRY AVE.	FORECLOSURE
BLOOMSBURG	

SERVED UPON CHRIS NARDI

RELATIONSHIP ENE OFC. IDENTIFICATION _____

DATE 10.1.04 TIME 1350 MILEAGE _____ OTHER _____

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

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA ____ POB X 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

For Dkt

DATE 10.01.04

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 9/30/2004

SERVICE# 7 - OF - 10 SERVICES
DOCKET # 163ED2004

PLAINTIFF MANUFACTURERS AND TRADERS TRUST COMPANY
SUCCESSOR BY MERGER WITH FRANKLIN FIRST
SAVINGS BANK

DEFENDANT KEITH A. DAVENPORT

PERSON/CORP TO SERVED	PAPERS TO SERVED
COLUMBIA COUNTY TAX CLAIM	WRIT OF EXECUTION - MORTGAGE
PO BOX 380	FORECLOSURE
BLOOMSBURG	

SERVED UPON James Newquist

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10.01.04 TIME 1830 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 Paul D. [Signature] DATE 10.01.04

REAL ESTATE OUTLINE

ED # 113-04

DATE RECEIVED 9-30-04
DOCKET AND INDEX 10-1-04
SET FILE FOLDER UP 10-01-04

CHECK FOR PROPER INFO.

WRIT OF EXECUTION ✓
COPY OF DESCRIPTION ✓
WHEREABOUTS OF LKA ✓
NON-MILITARY AFFIDAVIT ✓
NOTICES OF SHERIFF SALE ✓
WATCHMAN RELEASE FORM ✓
AFFIDAVIT OF LIENS LIST ✓
CHECK FOR \$~~1,350.00~~ OR 2000.00 ✓ CK# 209274

****IF ANY OF ABOVE IS MISSING DO NOT PROCEED****

SALE DATE Dec. 8, 2004 TIME 1130
POSTING DATE Nov. 3, 2004
ADV. DATES FOR NEWSPAPER
1ST WEEK Nov. 17
2ND WEEK 24
3RD WEEK Dec. 1, 2004

4186 Mt. Road

Beck

SHERIFF'S SALE

WEDNESDAY DECEMBER 8, 2004 AT 11:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 163 OF 2004 ED AND CIVIL WRIT NO. 882 OF 2004 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 those certain lots, pieces or parcels of land situate in the Township of North Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a point where the southerly side of the blacktop road (being Route 197) leading from Orangeville to Evansville intersects the westerly side of a Township Road (being T. 728), said point being about 752 feet east along said blacktop road from the northeasterly corner of land now or late of Jay I. Fowler and Marlene E. Fowler, his wife; thence along the westerly side of said Township Road south 23 degrees east 208 feet more or less to an iron stake pipe; thence in a westerly direction and parallel with said blacktop road 104 feet more or less to an iron stake pipe; thence north 23 degrees west 208 feet to an iron stake pipe on the southerly side of said blacktop road, said pipe being 104 feet west of the point of beginning; thence in an easterly direction along the southerly side of said blacktop road 104 feet to the place of beginning. Being a lot 104 feet by 208 feet in the northeasterly corner of land now or late of James J. Wunner.

PARCEL NO. 2: BEGINNING at a point on the southerly side of the blacktop road (being State Route 197) leading from Orangeville to Evansville, which point is at the northwesterly corner of other land of the Grantees, acquired by deed dated March 12, 1969, Recorded March 24, 1969 in Deed Book 242, Page 806; thence along the southerly side said blacktop road in a westerly direction, 6 feet to a point; thence almost due south, but also a little west, 150 feet more or less to a stake, which stake is approximately 96 feet in a northwesterly direction from the southwesterly corner of the lot described in Deed Book 242, Page 806; thence in a southeasterly direction 96 feet to a stake at the southwesterly corner of lot described in Deed Book 242, Page 006; thence along the westerly side of said lot described in Deed Book 242, Page 806, in a northerly direction 200 feet to the place of beginning.

BEING a lot with the following dimensions: 6 feet x 150 feet x 96 feet x 208 feet, and abutting on the west the lot described in Deed Book 242, Page 806.

The purpose of this deed is to provide the Grantees with title to land, which will have the following dimensions: 110 feet along the blacktop State Route 197 x 200 feet along the Township Road (being T. 728) x 104 feet parallel with State Road, x 96 feet x 150 feet.

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
Joseph A. Goldbeck, Jr.
111 S. Independence Mall East
Philadelphia, PA 19106

Sheriff of Columbia County
Timothy T. Chamberlain
www.sheriffofcolumbiacounty.com

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BEING a lot with the following dimensions: 6 feet x 150 feet x 96 feet x 208 feet, and abutting on the west the lot described in Deed Book 242, Page 806.

The purpose of this deed is to provide the Grantees with title to land, which will have the following dimensions: 110 feet along the blacktop State Route 197 x 200 feet along the Township Road (being T. 728) x 104 feet parallel with State Road, x 96 feet x 150 feet.

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BEING a lot with the following dimensions: 6 feet x 150 feet x 96 feet x 208 feet, and abutting on the west the lot described in Deed Book 242, Page 806.

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PARCEL NO. 1: BEGINNING at a point where the southerly side of the blacktop road (being Route 197) leading from Orangeville to Evansville intersects the westerly side of a Township Road (being T. 728), said point being about 752 feet east along said blacktop road from the northeasterly corner of land now or late of Jay I. Fowler and Marlene E. Fowler, his wife; thence along the westerly side of said Township Road south 23 degrees east 208 feet more or less to an iron stake pipe; thence in a westerly direction and parallel with said blacktop road 104 feet more or less to an iron stake pipe; thence north 23 degrees west 208 feet to an iron stake pipe on the southerly side of said blacktop road, said pipe being 104 feet west of the point of beginning; thence in an easterly direction along the southerly side of said blacktop road 104 feet to the place of beginning. Being a lot 104 feet by 208 feet in the northeasterly corner of land now or late of James J. Wunner.

PARCEL NO. 2: BEGINNING at a point on the southerly side of the blacktop road (being State Route 197) leading from Orangeville to Evansville, which point is at the northwesterly corner of other land of the Grantees, acquired by deed dated March 12, 1969, Recorded March 24, 1969 in Deed Book 242, Page 806; thence along the southerly side said blacktop road in a westerly direction, 6 feet to a point; thence almost due south, but also a little west, 150 feet more or less to a stake, which stake is approximately 96 feet in a northwesterly direction from the southwesterly corner of the lot described in Deed Book 242, Page 806; thence in a southeasterly direction 96 feet to a stake at the southwesterly corner of lot described in Deed Book 242, Page 006; thence along the westerly side of said lot described in Deed Book 242, Page 806, in a northerly direction 200 feet to the place of beginning.

BEING a lot with the following dimensions: 6 feet x 150 feet x 96 feet x 208 feet, and abutting on the west the lot described in Deed Book 242, Page 806.

The purpose of this deed is to provide the Grantees with title to land, which will have the following dimensions: 110 feet along the blacktop State Route 197 x 200 feet along the Township Road (being T. 728) x 104 feet parallel with State Road, x 96 feet x 150 feet.

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
Joseph A. Goldbeck, Jr.
111 S. Independence Mall East
Philadelphia, PA 19106

Sheriff of Columbia County
Timothy T. Chamberlain
www.sheriffofcolumbiacounty.com

SHERIFF'S SALE

WEDNESDAY DECEMBER 8, 2004 AT 11:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 163 OF 2004 ED AND CIVIL WRIT NO. 882 OF 2004 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:

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Plaintiff's Attorney
Joseph A. Goldbeck, Jr.
111 S. Independence Mall East
Philadelphia, PA 19106

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Plaintiff's Attorney
Joseph A. Goldbeck, Jr.
111 S. Independence Mall East
Philadelphia, PA 19106

Sheriff of Columbia County
Timothy T. Chamberlain
www.sheriffofcolumbiacounty.com

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

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK
PO Box 840
Buffalo, NY 14240-0840

vs.

KEITH A. DAVENPORT
RR 2 Box 2750
Berwick, PA 18603

In the Court of Common Pleas of
Columbia County

No. 2004CV 882

2004-ED-163
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

To the Sheriff of Columbia County, Pennsylvania

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

PREMISES: RR 2 Box 2750 Berwick, PA 18603

See Exhibit "A" attached

AMOUNT DUE \$34,281.80

Interest From 03/01/2004
Through 09/27/2004

(Costs to be added)

Dated: 9/30/04

Tom B. Kline
Prothonotary, Common Pleas Court
of Columbia County, Pennsylvania

Deputy Gilbert A. Bruner

163
 A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery ☒ Yes
 D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: ☐ No

- Complete items 1, 2, and 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:

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE-ATTN: SHERIFF SALE
 BUREAU OF COMPLIANCE
 CLEARANCE SUPPORT SECTION
 DEPARTMENT 281230
 HARRISBURG, PA 17128-1230

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)

7004 0550 0000 7003 5631

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 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:
 INTERNAL REVENUE SERVICE
 TECHNICAL SUPPORT GROUP
 WILLIAM GREEN FEDERAL BUILDING
 600 ARCH STREET ROOM 3259
 PHILADELPHIA, PA 19106

PS Form 3811, February 2004
 102595-02-M-1540

4. Restricted Delivery? (Extra Fee) ☐ Yes
☐ Insured Mail ☐ C.O.D.
☐ Registered ☐ Return Receipt for Merchandise
☒ Certified Mail ☐ Express Mail
 Service Type

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery ☒ Yes
 D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: ☐ No

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery ☒ Yes
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes

7004 0550 0000 7003 5631

Domestic Return Receipt
 102595-02-M-1540

U.S. SMALL BUSINESS ADMINISTRATION
 PHILADELPHIA DISTRICT OFFICE
 ROBERT N. C. NIX FEDERAL BUILDING
 900 MARKET STREET- 5TH FLOOR
 PHILADELPHIA, PA 19107

Article Addressed to:
 or on the front if space permits.
 Attach this card to the back of the mailpiece, so that we can return the card to you.
 Print your name and address on the reverse item 4 if Restricted Delivery is desired.
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 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:
 OFFICE OF F.A.I.R.
 DEPARTMENT OF PUBLIC WELFARE
 PO BOX 8016
 HARRISBURG, PA 17105

2. Article Number
 (Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery ☒ Yes
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes

7004 0550 0000 7003 5617

Domestic Return Receipt

102595-02-M-1

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

KEITH A. DAVENPORT
(Mortgagor(s) and Record Owner(s))
RR 2 Box 2750
Berwick, PA 18603

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004CV 882

2004-ED-163

AFFIDAVIT PURSUANT TO RULE 3129

MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER WITH FRANKLIN FIRST SAVINGS BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RR 2 Box 2750
Berwick, PA 18603

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

KEITH A. DAVENPORT
486 Mountain Road
Berwick, PA 18603

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

KEITH A. DAVENPORT
486 Mountain Road
Berwick, PA 18603

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815

2004-ED-163

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

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

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

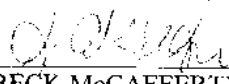
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
RR 2 Box 2750
Berwick, PA 18603

(attach separate sheet if more space is needed)

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

DATED: September 27, 2004



GOLDBECK McCafferty & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 -- The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

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(Mortgagor(s) and Record Owner(s))
RR 2 Box 2750
Berwick, PA 18603

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Columbia County

CIVIL ACTION - LAW

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Berwick, PA 18603

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DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815

2004-ED-163

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

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

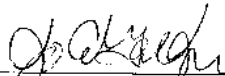
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
RR 2 Box 2750
Berwick, PA 18603

(attach separate sheet if more space is needed)

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

DATED: September 27, 2004



GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK
PO Box 840
Buffalo, NY 14240-0840
Plaintiff

vs.

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Mortgagor(s) and Record Owner(s)

RR 2 Box 2750
Berwick, PA 18603

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2004CV 882

2004-ED-163

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: DAVENPORT, KEITH A.
KEITH A. DAVENPORT
486 Mountain Road
Berwick, PA 18603

Your house at RR 2 Box 2750, Berwick, PA 18603 is scheduled to be sold at Sheriff's Sale on _____, at 9:00 AM, in Sheriff's Office, Courthouse, Bloomsburg, PA to enforce the court judgment of \$34,281.80 obtained by MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER WITH FRANKLIN FIRST SAVINGS BANK against you.

NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay to MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER WITH FRANKLIN FIRST SAVINGS BANK, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call:
215-627-1322

2. You may be able to stop the sale by filing a petition asking the Court to strike or open judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid price by calling the Sheriff of Columbia County at 570-389-5624.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Columbia County at 570-389-5624.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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

SUSQUEHANNA LEGAL SERVICES
168 E. 5th Street
Bloomsburg, PA 17815

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108

Jospeh A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK

PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

KEITH A. DAVENPORT
Mortgagor(s) and Record Owner(s)
RR 2 Box 2750
Berwick, PA 18603

Defendant(s)

IN THE COURT OF
COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW


ACTION OF
MORTGAGE FORECLOSURE

NO. 2004CV 882

2004-ED-163

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I, Joseph A. Goldbeck, Jr., Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Joseph A. Goldbeck, Jr.
Attorney for plaintiff

ALL those certain lots, pieces or parcels of land situate in the Township of North Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a point where the southerly side of the blacktop road (being State Route 197) leading from Orangeville to Evansville intersects the westerly side of a Township Road (being T.728), said point being about 752 feet east along said blacktop road from the northeasterly corner of land now or late of Jay L. Fowler and Marlene E. Fowler, his wife; thence along the westerly side of said Township Road south 23 degrees east 208 feet more or less to an iron stake pipe; thence in a westerly direction and parallel with said blacktop road 104 feet more or less to an iron stake pipe; thence north 23 degrees west 208 feet to an iron stake pipe on the southerly side of said blacktop road, said pipe being 104 feet west of the point of beginning; thence in an easterly direction along the southerly side of said blacktop road 104 feet to the place of beginning.

BEING a lot 104 feet by 208 feet in the northeasterly corner of land now or late of James J. Wunner.

PARCEL NO. 2: BEGINNING at a point on the southerly side of the blacktop road (being State Route 197) leading from Orangeville to Evansville, which point is at the northwesterly corner of other land of the Grantees, acquired by deed dated March 12, 1969, Recorded March 24, 1969 in Deed Book 242, Page 806; thence along the southerly side of said blacktop road in a westerly direction, 6 feet to a point; thence almost due south, but also a little west, 150 feet more or less to a stake, which stake is approximately 96 feet in a northwesterly direction from the southwesterly corner of the lot described in Deed Book 242, Page 806; thence in a southeasterly direction 96 feet to a stake at the southwesterly corner of lot described in Deed Book 242, Page 806; thence along the westerly side of said lot described in Deed Book 242, Page 806, in a northerly direction 208 feet to the place of beginning.

BEING a lot with the following dimensions: 6 feet x 150 feet x 96 feet x 208 feet, and abutting on the west the lot described in Deed Book 242, Page 806.

The purpose of this deed is to provide the Grantees with title to land, which will have the following dimensions: 110 feet along the blacktop State Route 197 x 208 feet along the Township Road (being T.728) x 104 feet parallel with State Road, x 96 feet x 150 feet.

ALL those certain lots, pieces or parcels of land situate in the Township of North Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a point where the southerly side of the blacktop road (being State Route 197) leading from Orangeville to Evansville intersects the westerly side of a Township Road (being T.728), said point being about 752 feet east along said blacktop road from the northeasterly corner of land now or late of Jay L. Fowler and Mariene E. Fowler, his wife; thence along the westerly side of said Township Road south 23 degrees east 208 feet more or less to an iron stake pipe; thence in a westerly direction and parallel with said blacktop road 104 feet more or less to an iron stake pipe; thence north 23 degrees west 208 feet to an iron stake pipe on the southerly side of said blacktop road, said pipe being 104 feet west of the point of beginning; thence in an easterly direction along the southerly side of said blacktop road 104 feet to the place of beginning.

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GOLDBECK McCAFFERTY & McKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 500 - The Bourse Bldg.

111 S. Independence Mall East

Philadelphia, PA 19106

215-627-1322

Attorney for Plaintiff

MANUFACTURERS AND TRADERS TRUST
COMPANY SUCCESSOR BY MERGER WITH
FRANKLIN FIRST SAVINGS BANK

PO Box 840

Buffalo, NY 14240-0840

Plaintiff

vs.

KEITH A. DAVENPORT

Mortgagor(s) and Record Owner(s)

RR 2 Box 2750

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Defendant(s)

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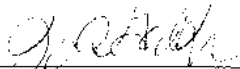
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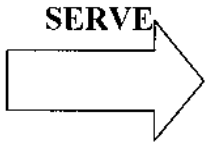
WAIVER OF WATCHMAN

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


BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER WITH FRANKI IN FIRST SAVINGS BANK		COURT NUMBER 2004CV 882
DEFENDANT/S/ KEITH A. DAVENPORT		TYPE OF <u>WRIT</u> OR COMPLAINT EXECUTION - MORTGAGE FORECLOSURE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE
KEITH A. DAVENPORT

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)
486 Mountain Road, Berwick, PA 18603

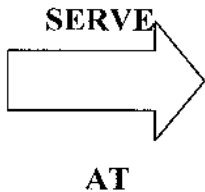
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

PLEASE SERVE THE ABOVE DEFENDANT OR PERSON IN CHARGE.

SIGNATURE OF ATTORNEY <i>Joseph A. Goldbeck, Jr.</i>	TELEPHONE NUMBER (215) 627-1322	DATE September 27, 2004
ADDRESS OF ATTORNEY GOLDBECK McCAFFERTY & McKEEVER Suite 5000 – Mellon Independence Center 701 Market Street Philadelphia, PA 19106-1532		

SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ MANUFACTURERS AND TRADERS TRUST COMPANY SUCCESSOR BY MERGER WITH FRANKI IN FIRST SAVINGS BANK	COURT NUMBER 2004CV 882	
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GOLDBECK MCCAFFERTY & MCKEEVER

A PROFESSIONAL CORPORATION

SUITE 5000, MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106

FIRSTTRUST

3-7380/2360

09/27/2004

209274

PAY
TO THE
ORDER OF

Sheriff of Columbia County

TWO THOUSAND AND XX / 100

DOLLARS

\$2,000.00

MORTGAGE DISBURSEMENT ACCOUNT

MEMO

Davenport

AUTHORIZED SIGNATURE

⑈ 209274 ⑈ ⑆ 23607380 ⑆ 70 1100018 ⑈



Security features. Details on back.