

# SHERIFF'S SALE COST SHEET

NO. MEVS ED NO. 815-05 vs. Wise JD DATE/TIME OF SALE Stayed

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>180.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>32.50</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>40.00</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>6.00</u>	
NOTARY	\$ <u>15.00</u>	
TOTAL *****		\$ <u>366.00</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1249.00</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1474.00</u>

PROTHONOTARY (NOTARY)	\$40.00	
RECORDER OF DEEDS	\$ _____	
TOTAL *****		\$ <u>-0-</u>

REAL ESTATE TAXES:		
BORO, TWP & COUNTY	20	\$ _____
SCHOOL DIST.	20	\$ _____
DELINQUENT	20	\$ <u>5.-</u>
TOTAL *****		\$ <u>5.-</u>

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

SURCHARGE FEE (DSTE)		\$ <u>130.00</u>
MISC. _____	\$ _____	
_____	\$ _____	
TOTAL *****		\$ <u>-0-</u>

TOTAL COSTS (OPENING BID) \$ 1975.00

1350.- Dgt.  
\$ 675.00 Due

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

THELAN HALLINAN & SCHMIEG LLP  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

COMMERCE BANK  
PHILADELPHIA, PA 19146

3-180/360

CHECK NO  
519701

Pay SIX HUNDRED TWENTY FIVE AND 00/100 DOLLARS

The  
Order  
Of Sheriff of Columbia County  
35 W Main Street  
Bloombsburg, PA 17815

2005-CV-815

*Thomas S. Hallinan*

DATE	AMOUNT
07/19/2006	*****625.00

Void after 180 days

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE & RED IMAGE DISAPPEARS WITH HEAT.

⑈519701⑈ ⑆036001808⑆36 150866 6⑈

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Details on back.

SECURE  
MICROPRINT  
SECURITY

## SHERIFF'S SALE COST SHEET

MEERS VS. Wise  
 NO. 1/8-05 ED NO. 8/5-05 JD DATE/TIME OF SALE Stayed

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>180.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>37.50</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>40.00</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>6.00</u>	
NOTARY	\$ <u>15.00</u>	
TOTAL *****		\$ <u>366.00</u>

118331

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1249.00</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1474.00</u>

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

## REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>5.-</u>	
TOTAL *****		\$ <u>5.-</u>

## MUNICIPAL FEES DUE:

SEWER 20	\$	
WATER 20	\$	
TOTAL *****		\$ <u>-0-</u>

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>	
MISC.	\$	
TOTAL *****		\$ <u>-0-</u>

TOTAL COSTS (OPENING BID)

\$1975.00

1350.-

\$625.00

Dep.  
Due

PO Box 380  
Bloomsburg, PA 17815

Phone 570-389-5622  
Fax 570-389-5625

**COLUMBIA COUNTY  
SHERIFF'S OFFICE**

# Fax

**To:** Atty. Schmieg

**From:** Sheriff Timothy T. Chamberlain

**Fax:**

**Pages:** 4

**Phone:**

**Date:**

**Re:** Foreclosures

**CC:**

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

● **Comments:**

These sales have been stayed and have balances due

Doug & Babetta Rozaiecki      \$320.63

Dawn Haas aka Dobeck      \$574.50

Jay & Joey Wise      \$625.00

215-563 5534

# SHERIFF'S SALE COST SHEET

MERS vs. Jay & Joey Wise  
 NO. 118-05 ED NO. 815-05 JD DATE/TIME OF SALE 2-15-06 1000

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>180.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>37.50</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>40.00</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>6.00</u>	
NOTARY	\$ <u>15.00</u>	
TOTAL *****		\$ <u>451.00</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1249.00</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1474.00</u>

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$ <u>44.50</u>	
TOTAL *****		\$ <u>54.50</u>

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

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

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>	
MISC. _____	\$	
_____	\$	
TOTAL *****		\$ <u>-0-</u>

TOTAL COSTS (OPENING BID) \$ 2114.50

BEATRICE LAW OFFICES  
ATTORNEYS & COUNSELLORS AT LAW  
PO BOX 70  
HUGHESVILLE, PA 17737

~~(570) 684-2951~~



JAMES BEATRICE, JR.  
ALTHEA C. BEATRICE  
ANTHONY C. BEATRICE

546-2050  
389-0175

FACSIMILE TRANSMITTAL FORM

TO: Sheriff Chamberlain

Tele: 389-5622

Fax: 389-5625

- Wendy -

FROM: Atty James Beatrice

RE: Sheriff sale real estate Wise, Joey B 2/15/06 10 AM

Number of Pages Including Cover: 4

DATE: 2/14/06

If you have not received all pages, or have problems receiving, please call sender.

Message:

Attached correspondence regarding above-referenced matter.

CONFIDENTIALITY NOTICE

The information transmitted herewith may be confidential and protected from disclosure by law as proprietary information, attorney-client communications, attorney work product or otherwise. It is intended for the exclusive use of the named recipient.

If you are not the named recipient, disclosure or distribution of the information transmitted herewith may be subject to legal restriction or sanction, and you are requested to notify us by telephone to arrange for return of the information and all copies.



(Official Form 1) (10/05)

**Voluntary Petition***(This page must be completed and filed in every case)*Name of Debtor(s):  
Wise, Joey Beth**Prior Bankruptcy Case Filed Within Last 8 Years (If more than one, attach additional sheet)**Location  
Where Filed: - None -

Case Number:

Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)**

Name of Debtor:

- None -

Case Number:

Date Filed:

District:

Relationship:

Judge:

**Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.**Exhibit B**

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

I further certify that I delivered to the debtor the notice required by §342(b) of the Bankruptcy Code.

☒ /s/ James Beatrice, Jr.February 14, 2006

Signature of Attorney for Debtor(s)

Date

James Beatrice, Jr.

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.☒ No**Certification Concerning Debt Counseling by Individual/Joint Debtor(s)**☒ I/we have received approved budget and credit counseling during the 180-day period preceding the filing of this petition.☐ I/we request a waiver of the requirement to obtain budget and credit counseling prior to filing based on exigent circumstances. (Must attach certification describing.)**Information Regarding the Debtor (Check the Applicable Boxes)****Venue (Check any applicable box)**

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Statement by a Debtor Who Resides as a Tenant of Residential Property***Check all applicable boxes.*

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.



Official Form 1 (10/05)

**Voluntary Petition***(This page must be completed and filed in every case)*Name of Debtor(s):  
Wise, Joey Beth**Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.  
 [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.  
 [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by §342(b) of the Bankruptcy Code.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Joey Beth Wise  
 Signature of Debtor Joey Beth Wise

X \_\_\_\_\_  
 Signature of Joint Debtor

\_\_\_\_\_  
 Telephone Number (If not represented by attorney)

February 14, 2006  
 Date

**Signature of Attorney**

X /s/ James Beatrice, Jr.  
 Signature of Attorney for Debtor(s)  
James Beatrice, Jr.  
 Printed Name of Attorney for Debtor(s)  
Beatrice Law Offices  
 Firm Name  
PO Box 70  
Hughesville, PA 17737

\_\_\_\_\_  
 Address

570-546-2050  
 Telephone Number  
February 14, 2006  
 Date

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X \_\_\_\_\_  
 Signature of Authorized Individual

\_\_\_\_\_  
 Printed Name of Authorized Individual

\_\_\_\_\_  
 Title of Authorized Individual

\_\_\_\_\_  
 Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

- ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by §1515 of title 11 are attached.
- ☐ Pursuant to §1511 of title 11, United States Code, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X \_\_\_\_\_  
 Signature of Foreign Representative

\_\_\_\_\_  
 Printed Name of Foreign Representative

\_\_\_\_\_  
 Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

\_\_\_\_\_  
 Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
 Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
 Address

X \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above.

\_\_\_\_\_  
 Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

\_\_\_\_\_  
 If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

\_\_\_\_\_  
 A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C.

# UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

## Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines

The debtor(s) listed below filed a Chapter 13 bankruptcy case on 2/14/06. You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office or electronically through "PACER" (Public Access to Court Electronic Records). **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

### See Reverse Side For Important Explanations.

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Joey Beth Wise  
fka Joey Beth Pilegor  
3 Sandy Run Lane  
Benton, PA 17814

Case Number:  
**5:06-bk-50142-JJT**

Social Security No./Last 4 digits or Taxpayer ID Nos.:  
169-60-0436

Attorney for Debtor(s) (name and address):

James Beatrice Jr  
Beatrice Law Offices  
PO Box 70  
Hughesville, PA 17737  
Telephone number: 570 546-2050

Bankruptcy Trustee (name and address):

Charles J. DeHart, III (Trustee)  
PO Box 410  
Hummelstown, PA 17036  
Telephone number: 717 566-6097

### Meeting of Creditors:

**All individual debtors must provide picture identification and proof of social security at the meeting of creditors.**

Date: **April 24, 2006**

Time: **11:00 AM**

Location: **Genetti Hotel, 77 East Market Street, Wilkes-Barre, PA**

### Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

#### Deadline to File a Proof of Claim

#### **PROOF OF CLAIM FORM IS INCLUDED.**

**All creditors who file proof of claim MUST serve a true copy of said claim upon the Chapter 13 Case Trustee.**

For all creditors (except a governmental unit): **7/23/06**

For a governmental unit: **180 DAYS FROM ORDER GRANTING RELIEF**

#### Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

#### Deadline to file a Complaint to Determine Dischargeability of Certain Debts:

**6/23/06**

#### Filing of Proposed Plan, Objections to the Plan:

A copy of the proposed plan (or summary) is included. Any objections filed to the plan that are not settled prior to the confirmation hearing will be heard at the confirmation hearing. If no objections are filed, the court may enter an order confirming the plan. **You will receive separate notice of the confirmation hearing and deadline for objections to confirmation of the plan.**

### Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property, and certain codebtors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

#### Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court  
274 Max Rosenn U.S. Courthouse  
197 South Main Street  
Wilkes-Barre, PA 18701  
Telephone number: 570-826-6450

#### For the Court:

Clerk of the Bankruptcy Court:  
Arlene Byers

Hours Open: Monday - Friday 8:00 AM - 5:00 PM

Date: 3/28/06

## PROOF OF CLAIM

Name of Debtor  
Joey Beth Wise

Case Number  
S:06-50142-JJT

**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):  
Columbia City Courthouse

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

**Name and Address where notices should be sent:**

**Columbia City Courthouse  
Sheriffs Office  
PO Box 380  
Bloomsburg, PA 17815-0380**

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Telephone Number:

Last four digits of account or other number by which creditor identifies debtor:

Check here if ☐ replaces  
this claim ☐ amends a previously filed claim, dated: \_\_\_\_\_

### **1. Basis for Claim**

- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other

- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)  
☐ Wages, salaries, and compensation (fill out below)  
 last four digits of your SS #: \_\_\_\_\_  
 Unpaid compensation for services performed  
 from \_\_\_\_\_ to \_\_\_\_\_  
                 (date)                      (date)

**2. Date debt was incurred:**

**3. If court judgment, date obtained:**

**4. Classification of Claim.** Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.

**Unsecured Nonpriority Claim \$**

- ☐ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

### Unsecured Priority Claim

- ☐ Check this box if you have an unsecured priority claim, all or part of which is entitled to priority

Amount entitled to priority \$ \_\_\_\_\_

Specify the priority of the claim:

- ☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
- ☐ Wages, salaries, or commissions (up to \$10,000),\* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).

### Secured Claim

- ☐ Check this box if your claim is secured by collateral (including a right of setoff).

**Brief Description of Collateral:**

☐ Real Estate    ☐ Motor Vehicle    ☐ Other \_\_\_\_\_

Value of Collateral: \$

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ \_\_\_\_\_

- ☐ Up to \$ 2,225\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

- \*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**5. Total Amount of Claim at Time Case Filed:**

\$				
	(unsecured)	(secured)	(priority)	(Total)

- ☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

**6. Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**7. Supporting Documents:** Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

**8. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date \_\_\_\_\_

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

**THIS SPACE IS FOR COURT USE ONLY**

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In Re: Joey Beth Wise	:	Chapter 13
	:	
Debtor	:	Case No. 5:06-bk-50142

**CHAPTER 13 PLAN**

The Debtor, Joey Beth Wise, proposes the following Chapter 13 Plan and requests that it be confirmed:

**I. PLAN PAYMENTS TO THE TRUSTEE**

A. The future earnings of the Debtor are submitted to the supervision and control of the Trustee and the Debtor shall pay to the Trustee the sum of **\$434.90 per month** for a period of **36 months**, unless the Plan terminates on an earlier date in which event payments shall cease on such earlier date. These payments shall begin 30 days from the date of the filing of the Bankruptcy.

B. The entirety of Debtor's property is exempt and unsecured creditors would receive zero (\$0.00) dollars if Debtor's estate were liquidated in a Chapter 7 Bankruptcy. Unsecured creditors will receive at least as much under this Plan as they would in a Chapter 7 Bankruptcy.

**II. CLASSIFICATION OF CREDITORS AND TREATMENT OF CLAIMS**

A. **CLASS ONE**- Claims entitled to priority under Bankruptcy Code 11 U.S.C. §507. Class One claims which are filed and allowed shall be paid in full through Debtor's Chapter 13 Plan before all other claims.

1. The **Chapter 13 Trustee** will receive compensation through the Plan in the amount permitted by the Bankruptcy Code.

2. **Attorney's fees** of \$2,000.00, and such other attorney's fees as approved by the Court, above the attorney disclosure amount, owed to James Beatrice, Jr., shall be paid in full in this class, including any claim filed pursuant to 11 U.S.C. §1305(a).

3. **Amounts necessary** for payment of Class Five Claims, if any.

B. **CLASS TWO**- **Treatment of Secured Claims**- Class Two Claims are any claims fully secured by collateral. Class Two claims shall be paid in full prior to payment of creditors in subsequent classes, but following full payment of Class One Claims.

1. Debtor is a homeowner whose residence at 3 Sandy Run Road, Benton, Columbia County, Pennsylvania, has a fair market value of \$85,000.00.

2. Debtor's residence is encumbered by a mortgage to Coldwell Banker Mortgage C/O Mortgage Electronic Registration Systems, Inc. Debtor intends to make full payment of the arrearage on the mortgage through this Chapter 13 Plan. Said arrearage shall be determined by the Proof of Claim filed by Coldwell Banker Mortgage C/O Mortgage Electronic Registration Systems, Inc. provided that the Debtor does not dispute the claim set forth on the Proof of Claim. The arrearage shall be paid without interest and will be in full satisfaction of the pre-petition arrearage owed by Debtor to Coldwell Banker Mortgage C/O Mortgage Electronic Registration Systems, Inc.

3. The regular post-petition monthly mortgage payments owed to Coldwell Banker Mortgage C/O Mortgage Electronic Registration Systems, Inc., shall be made outside the Plan on the current principal balance at the existing rate, per terms and conditions of the contract prior to default. Upon

course of their affairs. Confirmation of this Plan shall not bar the Debtor from filing objections to any claim or seeking the determination of the extent, validity and or priority of any liens. Confirmation of this Plan shall not bar the Debtor from seeking a determination as to the dischargeability of any debt.

**6. Property Exempt**- Any money or property acquired by either the Trustee or Debtor while this case is pending shall be deemed exempt property of Debtor, if exemptible, and shall forthwith be delivered to Debtor.

**7. Proof of Claim Requirement**- If a proof of claim is not filed with the Bankruptcy Court and served upon the Trustee within the deadline set forth in the Notice, it shall be conclusive for all legal purposes that no debt is owed and any liens shall be deemed satisfied.

**8. Cosigners**- By failing to object to this Plan or any modifications thereof, all creditors holding claims, agree not to make any effort to collect their claims from any co-signers or guarantor that may exist, so long as this case remains pending.

**9. Executory Contracts** - The following executory contracts are rejected: **None.**

**10. After Confirmation of this Plan**- Debtors shall retain the right to object to any Proof of Claim until such claim has been paid in full by the Chapter 13 Trustee.

**11. Effect of Discharge**- Upon completion of this Plan, all debts listed in Debtor's schedules or provided for by this Plan, except any excepted by 11 U.S.C. 1328(a), shall be discharged.

**12. Waive Pre-petition Defaults**- The current defaults by the Debtor on the Class Two claims are waived and the defaults on the Class Two claims shall be cured by payments to this plan.

**13. Notice**- This Plan contains evidentiary matters which, if not controverted, may be accepted by the Bankruptcy Court as true. Although creditors cannot vote on this Plan, they are permitted to object to its confirmation and may suffer adverse consequences if they do not do so within the deadline set by notice. Pursuant to §1324 11 U.S. Bankruptcy Code and local rules, the Court may confirm this Plan and accept other evidentiary matters as true, if no objections to confirmation are filed..

Dated: March 10, 2006

/s/ Joey Beth Wise, Debtor

Correspondence may be directed to:

James Beatrice, Jr., PO, Box 70, Hughesville, PA 17737, (570) 546-2050

Reference-Chapter 13 Plan- Joey Beth Wise, Case No. 5:06-bk-50142

**UNITED STATES BANKRUPTCY COURT**  
**MIDDLE DISTRICT OF PENNSYLVANIA**

**Chapter 13**  
**Case No. 5:06-bk-50142-JJT**

**In re:**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years,  
including married, maiden, and trade):

Joey Beth Wise  
fka Joey Beth Pfleegor

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

A confirmation hearing has been scheduled for the above-captioned case.

A deadline of **May 23, 2006** has been set for objections to confirmation of the Chapter 13 plan. Any objections to confirmation of the plan will be heard at this hearing. Counsel should be prepared to proceed with said hearing on any unresolved objections to plan at this time.

United States Bankruptcy Court  
Courtroom #2, Max Rosenn US  
Courthouse, 197 South Main  
Street, Wilkes-Barre, PA 18701

Date: June 6, 2006

Time: 9:30 am

Electronic equipment, including cell phones, pagers, Laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned-off upon entering the Courtroom and Chambers. Photo identification is required upon entering.

**Address of the Bankruptcy Clerk's Office:**

U.S. Bankruptcy Court  
274 Max Rosenn U.S. Courthouse  
197 South Main Street  
Wilkes-Barre, PA 18701  
Telephone number: 570-826-6450

**For the Court:**

Arlene Byers  
Clerk of the Bankruptcy Court

Hours Open: Monday – Friday 8:00 AM – 5:00 PM

Date: 4/27/06

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.

Article Addressed to:

Jendani Mortgage Corp.  
4001 Bradenhall Rd  
Mount Laurel, NJ 08054

Article Number 7004 2  
(Transfer from service label)

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
■ 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.		A. Signature <i>Samuel J. Venturini</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address	
Article Addressed to: <b>COMMONWEALTH OF PENNSYLVANIA          DEPARTMENT OF REVENUE-ATTN: SHERIFF SALE          BUREAU OF COMPLIANCE          CLEARANCE SUPPORT SECTION          DEPARTMENT 281230          HARRISBURG, PA 17128-1230</b>		B. Received by (Printed Name)  C. Date of Delivery <b>SEP 28 2004</b>	
Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES enter delivery address below: <input type="checkbox"/> No	
Article Number (Transfer from service label)		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Article Number (Transfer from service label)		7004 2890 0001 4115 8008	

## 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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name) *L. CHIEF* C. Date of Delivery *9/29/04*

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

2. Article Number

(Transfer from service label)

7004 2890 0001 4115 8039

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

## 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:

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name) *Robert N. C. Nix* C. Date of Delivery *SEP 2*

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

2. Article Number

(Transfer from service label)

7004 2890 0001 4115 8015

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11



**PHELAN HALLINAN & SCHMIEG, L.L.P.**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Suite 1400  
Philadelphia, PA 19103-1814  
215-320-0007  
Fax 215-563-7009  
[Genevieve.Mautz@fedpnc.com](mailto:Genevieve.Mautz@fedpnc.com)

Genevieve Mautz  
Legal Assistant, Ext. 1409

Representing Lenders in  
Pennsylvania and New Jersey

February 15, 2006

**Via Telefax**

**Memorandum**

To: Office of the Sheriff  
Columbia County

Attn: Real Estate Dept.

Re: CENDANT MORTGAGE CORPORATION, F/K/A COLDWELL BANKER  
MORTGAGE CORPORATION  
v. JAY E. WISE, JR. and JOEY B. WISE  
No. 2003-CV-874  
Premises: 3 SANDY RUN ROAD, BENTON, PA 17814

Dear Sir or Madam:

Please **POSTPONE** the Sheriff's Sale of the above referenced property, which is scheduled for 2/15/06. Please relist the property for the 5/24/06 sale.

Should you have any questions or concerns do not hesitate to contact me.

Very truly yours,

*Genevieve Mautz*  
Genevieve Mautz

Cc: JAY E. WISE, JR.  
JOEY B. WISE

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

N/EKS vs Jay & Joy Wise  
NO. 118-05 ED NO. 815-05 JD

DATE/TIME OF SALE: 2-15-06 1600

BID PRICE (INCLUDES COST) \$ \_\_\_\_\_

POUNDAGE – 2% OF BID \$ \_\_\_\_\_

TRANSFER TAX – 2% OF FAIR MKT \$ \_\_\_\_\_

MISC. COSTS \$ \_\_\_\_\_

TOTAL AMOUNT NEEDED TO PURCHASE \$ \_\_\_\_\_

PURCHASER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAMES(S) ON DEED: \_\_\_\_\_

PURCHASER(S) SIGNATURE(S): \_\_\_\_\_

TOTAL DUE: \$ \_\_\_\_\_

LESS DEPOSIT: \$ \_\_\_\_\_

DOWN PAYMENT: \$ \_\_\_\_\_

TOTAL DUE IN 8 DAYS \$ \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

Brandon R. Eyerly, Publisher, being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice January 25; February 1, 8, 2006 as printed and published; that the affiant is one of the officers or publisher 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 9th day of February, 2006

.....  
.....

(Notary Public)

My commission expires  
Commonwealth Of Pennsylvania  
Notarial Seal  
Dennis L. Ashenfelder, Notary Public  
Scott Twp., Columbia County  
My Commission Expires July 3, 2007  
Member, Pennsylvania Association Of Notaries

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.

.....

118

PHELAN HALLINAN & SCHMIEG, LLP  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Automated Attendant # 215-320-0007 ext 1478  
Operated Assisted # 215-563-7000 ext 1478  
Fax # 215-563-8656  
Lisa.Steinman@fedphe.com

January 20, 2006

Office of the Sheriff  
COLUMBIA County Courthouse

RE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
V. JAY E. WISE, JR. and JOEY B. WISE A/K/A JOEY P. PFLEEGOR  
COLUMBIA COUNTY, NO. 2005-CV-815

RE: AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129  
Dear Sir or Madam:

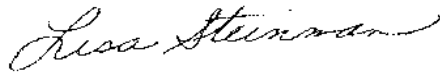
Enclosed please find the following:

XX Affidavit of service pursuant to rule 3129 with attachments.

Please find attached a copy of the original Affidavit of service pursuant to rule 3129, which has been sent for filing with the COLUMBIA County Prothonotary's Office as of the date of this letter.

**\*\*\*\*\*IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.\*\*\*\*\***

Yours truly,



LISA STEINMAN  
For PHELAN HALLINAN & SCHMIEG, LLP

**\*\*\*PROPERTY IS LISTED FOR THE 2/15/06 SHERIFF'S SALE.\*\*\***

**IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA**

RE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

) CIVIL ACTION

vs.

JAY E. WISE, JR.

) CIVIL DIVISION

JOEY B. WISE A/K/A

JOEY P. PFLEEGOR

) NO. 2005-CV-815

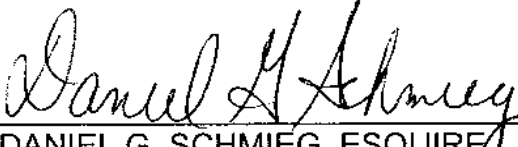
**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF COLUMBIA )

**SS:**

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** hereby verify that true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto.

DATE: January 20, 2006

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**Name and Address Of Sender**  
**PHILAN HALLINAN & SCHMIEG, LLP**  
 One Penn Center at Suburban Station Suite 1400  
 Philadelphia, PA 19103-1814 **TEAM 3/**

Line	A. Article Number	Name of Addressee, Street, and Post Office Address	Post
1	****	Tenant/Occupant 3 SANDY RUN ROAD BENTON, PA 17814	
2		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105	
3		DOMESTIC RELATIONS OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE P.O. Box 380 Bloomburg, PA 17815	
4		CENDANT MORTGAGE CORPORATION 3000 LEADENHALL ROAD MT. LAUREL, NJ 08054	
5		CENDANT MORTGAGE CORPORATION P/O A GOLDWELL BANKER MORTGAGE CORPORATION 400 LEADENHALL ROAD MOUNT LAUREL, NJ 08054	
6			
7			
8			
9			
10			
11			
12			
<b>RE: JAY E. WISE, JR. TEAM 3</b>			
Total Number of Pieces Listed By Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional insurance. See Domestic Mail Manual R900.5913 and S921 for limitations of coverage.



UNITED STATES POSTAGE  
 02 1A  
 0004300377  
**\$ 01.50<sup>00</sup>**  
 OCT 12 2005  
 MAILED FROM ZIP CODE 19103



**PHELAN HALLINAN & SCHMIEG, LLP**

1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Automated Attendant # 215-320-0007 ext 1478  
Operated Assisted # 215-563-7000 ext 1478  
Fax # 215-563-8656  
Lisa.Steinman@fedphe.com

January 20, 2006

Office of the Sheriff  
COLUMBIA County Courthouse

RE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
V. JAY E. WISE, JR. and JOEY B. WISE A/K/A JOEY P. PFLEEGOR

COLUMBIA COUNTY, NO. 2005-CV-815  
PREMISES: 3 SANDY RUN ROAD, BENTON, PA 17814

Dear Sir/madam,

Please find attached a copy of the original Affidavits, which has been sent for filing with the COLUMBIA Prothonotary's Office as of the date of this letter.

Yours truly,

Lisa Steinman for  
Phelan Hallinan & Schmieg, LLPG

**\*\*\*PROPERTY IS LISTED FOR THE 2/15/06 SHERIFF'S SALE.\*\*\***

**AFFIDAVIT OF SERVICE**

WJT

**Plaintiff: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

**COLUMBIA County  
No 2005-CV-815**

**Defendant(s): JAY E. WISE, JR.  
JOEY B. WISE A/K/A JOEY P. PFLEEGOR**

**Our File #118331  
Type of Action  
- Notice of Sheriff's Sale**

**Address: 3 SANDY RUN ROAD  
BENTON, PA 17814**

**Sale Date: February 15, 2006  
2 ATTEMPTS**

**\*\*PLEASE ATTEMPT SERVICE AT LEAST 3 TIMES\*\***

**SERVED**

Served and made known to Jay E. Wise Jr, Defendant, on the 7 day of Nov, 2005 at 1:00 o'clock P.m., at 22 Jamison Rd, Commonwealth of PA in the Benton manner described below:

- ☒ Defendant personally served.
- ☐ Adult family member with whom Defendant(s) reside(s). Relationship is wife (Joey)
- ☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- ☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
- ☐ an officer of said Defendant(s)'s company.
- ☐ Other: \_\_\_\_\_

Description: Age 34 Height 5'2" Weight 110 Race W Sex F Other \_\_\_\_\_

I, Kathleen Robertson, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed before me this 7th day of November, 2005

Notary: Patricia Harris By: Kathleen Robertson

Notary Public

State of New Jersey

PATRICIA E. HARRIS

On file Commission Expires June 14, 2008

**NOT SERVED**

On the Nov, 2005, at 3:50 o'clock P.m., Defendant **NOT FOUND** because:

Street address  
☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other: 1<sup>ST</sup> ATTEMPT 2<sup>ND</sup> ATTEMPT 3<sup>RD</sup> ATTEMPT

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200  .

Notary:

By:

**Attorney for Plaintiff**

**Daniel G. Schmieg, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station-Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000**

*My investigation revealed  
defendants live @ 22 Jamison  
Rd, Benton  
PA, 17814.*

14

2  
24



AFFIDAVIT OF SERVICE

WJT

Plaintiff: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

COLUMBIA County  
No 2005-CV-815

Defendant(s): JAY E. WISE, JR.  
JOEY B. WISE A/K/A JOEY P. PFLEEGOR

Our File #118331  
Type of Action  
- Notice of Sheriff's Sale

Address: 3 SANDY RUN ROAD  
BENTON, PA 17814

Sale Date: February 15, 2006

\*\*PLEASE ATTEMPT SERVICE AT LEAST 3 TIMES\*\*

2 ATTEMPTS

SERVED

Served and made known to Joey B. Wise, Defendant, on the 7 day of  
Nov, 2005, at 4:00 o'clock P.m., at 22 Jamison Rd, Benton, Commonwealth of PA, in the

manner described below:

- ☒ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.  
☐ \_\_\_\_\_ an officer of said Defendant(s)'s company.  
☐ Other: \_\_\_\_\_

Description: Age 34 Height 5'2" Weight 110 Race W Sex F Other \_\_\_\_\_

I, Kathleen Robertson, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of November, 2005

Notary: Patricia E. Harris By: Kathleen Robertson

Notary Public

State of New Jersey

PATRICIA E. HARRIS

Commission Expires June 16, 2008

NOT SERVED

On the Nov day of 2005, at 3:50 o'clock P.m., Defendant NOT FOUND because:

My investigation revealed  
defendants live @ 22 Jamison Rd,  
Benton, PA  
17814

\_\_\_\_ Moved \_\_\_\_ Unknown \_\_\_\_ No Answer \_\_\_\_ Vacant

Other: 1<sup>ST</sup> ATTEMPT 2<sup>ND</sup> ATTEMPT 3<sup>RD</sup> ATTEMPT

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005

Notary: \_\_\_\_\_ By: \_\_\_\_\_

Attorney for Plaintiff

Daniel G. Schmieg, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station-Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

24

TIMOTHY T. CHAMBERLAIN



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.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

VS.

JAY & JOEY WISE

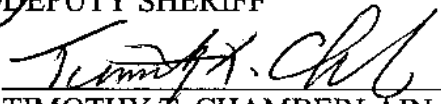
WRIT OF EXECUTION #118 OF 2005 ED

POSTING OF PROPERTY

January 10, 2006 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF JAY & JOEY WISE AT 3 SANDY RUN ROAD BENTON  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY CHIEF DEPUTY SHERIFF JAMES ARTER.


SO ANSWERS:

  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 11<sup>TH</sup> DAY OF JANUARY 2005

  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wendy Westover, Notary Public  
Bloomsburg, Columbia Co., PA  
My Commission Expires November 07, 2009

TIMOTHY T. CHAMBERLAIN



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

MORTGAGE ELECTRONIC REGISTRATION Docket # 118ED2005  
SYSTEMS, INC.

VS

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

JAY E. WISE, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR

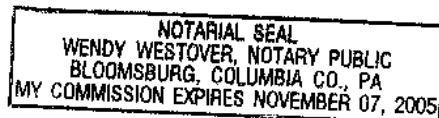
AFFIDAVIT OF SERVICE


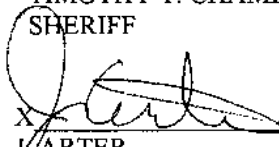
NOW, THIS WEDNESDAY, SEPTEMBER 28, 2005, AT 11:00 AM, SERVED THE WITHIN WRIT OF  
EXECUTION - MORTGAGE FORECLOSURE UPON JAY WISE AT 3 SANDY RUN RD,  
BENTON BY HANDING TO JOEY WISE, WIFE, A TRUE AND ATTESTED COPY OF THE  
ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS WEDNESDAY, SEPTEMBER 28, 2005

  
\_\_\_\_\_  
NOTARY PUBLIC



  
X \_\_\_\_\_  
TIMOTHY T. CHAMBERLAIN  
SHERIFF  
  
X \_\_\_\_\_  
J. CARTER  
DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN



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

MORTGAGE ELECTRONIC REGISTRATION Docket # 118ED2005  
SYSTEMS, INC.

VS

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

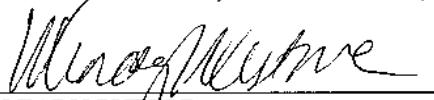
JAY E. WISE, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR

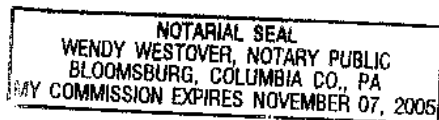
AFFIDAVIT OF SERVICE

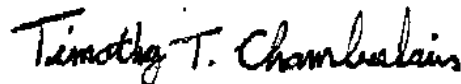
NOW, THIS WEDNESDAY, SEPTEMBER 28, 2005, AT 11:00 AM, SERVED THE WITHIN WRIT OF  
EXECUTION - MORTGAGE FORECLOSURE UPON JOEY WISE AT 3 SANDY RUN RD,  
BENTON BY HANDING TO JOEY WISE, , A TRUE AND ATTESTED COPY OF THE ORIGINAL  
WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

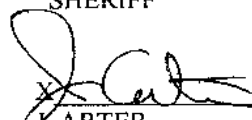
SWORN AND SUBSCRIBED BEFORE ME  
THIS WEDNESDAY, SEPTEMBER 28, 2005

  
NOTARY PUBLIC





X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

  
J. ARTER  
DEPUTY SHERIFF

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 9/26/2005

SERVICE# 1 - OF - 13 SERVICES  
DOCKET # 118ED2005

PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

DEFENDANT JAY E. WISW, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

JAY WISE

3 SANDY RUN RD

BENTON

PAPERS TO SERVED

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON Joey

RELATIONSHIP WIFE IDENTIFICATION \_\_\_\_\_

DATE 9-28-05 TIME 1100 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

J. L. Latta

DATE 9-28-05

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 9/26/2005

SERVICE# 2 - OF - 13 SERVICES  
DOCKET # 118ED2005

PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

DEFENDANT JAY E. WISW, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR  
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
-----------------------

JOEY WISE
-----------

3 SANDY RUN RD
----------------

BENTON
--------

PAPERS TO SERVED
------------------

WRIT OF EXECUTION - MORTGAGE FORECLOSURE
--

SERVED UPON JOEY

RELATIONSHIP DEF IDENTIFICATION \_\_\_\_\_

DATE 9-28-5 TIME 1100 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 9-28-5

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 9/26/2005

SERVICE# 6 - OF - 13 SERVICES  
DOCKET # 118ED2005

PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

DEFENDANT JAY E. WISW, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

**PERSON/CORP TO SERVED**

SHIRLEY LOCKARD-TAX COLLECTOR  
541 CAMP LAVIGNE RD  
BENTON

**PAPERS TO SERVED**

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON Shirley

RELATIONSHIP Collection IDENTIFICATION \_\_\_\_\_

DATE 9-28-5 TIME 09 20 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 J. Carter DATE 9-28-5

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 9/26/2005

SERVICE# 7 - OF - 13 SERVICES  
DOCKET # 118ED2005

PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.

DEFENDANT JAY E. WISW, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

DOMESTIC RELATIONS

15 PERRY AVE.

BLOOMSBURG

PAPERS TO SERVED

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON Leslie LEVAN

RELATIONSHIP Cust Serv. IDENTIFICATION \_\_\_\_\_

DATE 9-27-5 TIME 1345 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

[Signature]

DATE 9-27-5



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 9/26/2005

SERVICE# 10 - OF - 13 SERVICES  
DOCKET # 118ED2005

PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.

DEFENDANT JAY E. WISW, JR.  
JOEY WISE A/K/A JOEY P. PFLEEGOR  
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

**PERSON/CORP TO SERVED**

COLUMBIA COUNTY TAX CLAIM

PO BOX 380

BLOOMSBURG

**PAPERS TO SERVED**

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON DEB Miller

RELATIONSHIP Clerk IDENTIFICATION \_\_\_\_\_

DATE 9-26-5 TIME 1610 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

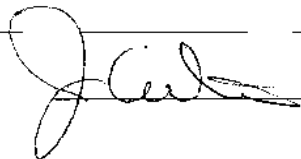
TIME

OFFICER

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPUTY



DATE 9-26-5

COUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 26-SEP-05

FEE: \$5.00

CERT. NO: 1262

WISE JAY E & JOEY B JR  
3 SANDY RUN RD  
BENTON PA 17814

DISTRICT: SUGARLOAF TWP  
DEED  
LOCATION: LOT #9  
PARCEL: 32 - 06A-011-07,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING	COSTS	TOTAL AMOUNT DUE
2003	PRIM	0.00	0.00		0.00	0.00
TOTAL DUE :						\$0.00

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: February , 2006

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2003

REQUESTED BY: Timothy T. Chamberlain, Sheriff  
dm.

## REAL ESTATE OUTLINE

ED # 118-05

DATE RECEIVED 9-26-05  
DOCKET AND INDEX 9-26-05  
SET FILE FOLDER UP 9-28-05

### 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 ✓ CK# 451872

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

SALE DATE Feb. 15, 06 TIME 1000  
POSTING DATE Jan. 11, 06  
ADV. DATES FOR NEWSPAPER  
1<sup>ST</sup> WEEK Jan. 25  
2<sup>ND</sup> WEEK Feb. 1  
3<sup>RD</sup> WEEK 8, 06

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 15, 2006 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 118 OF 2005 ED AND CIVIL WRIT NO. 815 OF 2005 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:

**PREMISES 1:**

ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of the Southern side of Sandy Run Road, 941 feet East of the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; thence along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; thence South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; thence by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; thence by the same, North 23 degrees West 150 feet to the place of beginning.

Being Lot No. 9B in Plot of Lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S., dated April 21, 1970.

**PREMISES 2:**

ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the Northern side of the State Highway leading from Central to Jamison City in line of Lot No. 8; thence by the same North 23 degrees 45 minutes West 148 feet to a corner in other lands now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife; thence by the same the following courses and distances: North 37 degrees 30 minutes East 100 feet to a corner; thence South 33 degrees 30 minutes East 160 feet to a corner on the Northern Side of the State Highway leading from Central to Jamison City; thence by the same South 46 degrees West 110 feet to a corner in line of Lot No. 8, the place of beginning. Being Lot No. 9 in Plot of Lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife. The description for this Deed was prepared from draft of Peter McHenry, R.S., dated July 9, 1969.

**PREMISES 3:**

ALL THAT CERTAIN parcel of land situated in Sugarloaf Township, Columbia County, State of Pennsylvania, described to wit: BEGINNING at the berm of the road leading from the Village to Central to Jamison City, thence 200 feet North to an iron pin; thence West 12 feet, to an iron pin; thence 239 feet to the berm of the Jamison City Road; thence 108 feet to the point of beginning.

BEING the same premises which Joseph A. Nitroy, Sr. and Anna J. Nitroy, husband and wife and Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife by Deed dated March 22, 1984 and recorded in Columbia County Record Book 330 at Page 263, granted and conveyed unto Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife, grantors herein.

**PREMISES 4:**

ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Central, Sugarloaf Township, Columbia County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a stake in the Northerly side of a 40 feet wide private drive (known as Sandy Run Road) and in the Easterly line of Lot No. C-7; thence by the same North 19 degrees 19 minutes West 200 feet to a corner in other lands of the grantors; thence by the same the following courses and distances: North 70 degrees 41 minutes East 35 feet to a stake corner; thence South 52 degrees 20 minutes East 238.5 feet to a stake corner on the Northerly side of Sandy Run Road; thence by the same South 70 degrees 41 minutes West 165 feet to a corner on the Eastern side of Lot No. C-7, the place of beginning.

BEING Lot No. C-8 in Plot of Lots of Howard D. Puterbaugh, et ux, prepared by Construction Engineering, Inc., dated October 20, 1973.

Tax Parcel #32-06A-011-07-000

TITLE TO SAID PREMISES IS VESTED IN Jay E. Wise, Jr. and Joey B. Wise, husband and wife by Deed from Joseph A. Nitroy and Anna S. Nitroy, husband and wife, dated 5/22/2002 and recorded 5/28/2002 in Instrument #200206323.

**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  
Daniel G. Schmieg  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 15, 2006 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 118 OF 2005 ED AND CIVIL WRIT NO. 815 OF 2005 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:

**PREMISES 1:**

ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of the Southern side of Sandy Run Road, 941 feet East of the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; thence along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; thence South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; thence by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; thence by the same, North 23 degrees West 150 feet to the place of beginning.

Being Lot No. 9B in Plot of Lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S., dated April 21, 1970.

**PREMISES 2:**

ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the Northern side of the State Highway leading from Central to Jamison City in line of Lot No. 8; thence by the same North 23 degrees 45 minutes West 148 feet to a corner in other lands now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife; thence by the same the following courses and distances: North 37 degrees 30 minutes East 100 feet to a corner; thence South 33 degrees 30 minutes East 160 feet to a corner on the Northern Side of the State Highway leading from Central to Jamison City; thence by the same South 46 degrees West 110 feet to a corner in line of Lot No. 8, the place of beginning. Being Lot No. 9 in Plot of Lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife. The description for this Deed was prepared from draft of Peter McHenry, R.S., dated July 9, 1969.

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BEING the same premises which Joseph A. Nitroy, Sr. and Anna J. Nitroy, husband and wife and Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife by Deed dated March 22, 1984 and recorded in Columbia County Record Book 330 at Page 263, granted and conveyed unto Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife, grantors herein.

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ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Central, Sugarloaf Township, Columbia County, Pennsylvania bounded and described as follows, to wit:

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BEING Lot No. C-8 in Plot of Lots of Howard D. Puterbaugh, et ux, prepared by Construction Engineering, Inc., dated October 20, 1973.

Tax Parcel #32-06A-011-07-000

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**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  
Daniel G. Schmieg  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 15, 2006 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 118 OF 2005 ED AND CIVIL WRIT NO. 815 OF 2005 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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Tax Parcel #32-06A-011-07-000

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**TERMS OF SALE**

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Plaintiff's Attorney  
Daniel G. Schmieg  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183 and RULE 2357**

**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

**Plaintiff**

vs.

**JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR**

**Defendant(s)**

**: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA**

**: NO: 2005-CV-815**

**:  
: WRIT OF EXECUTION  
: (MORTGAGE FORECLOSURE)**

*2005-ED-118*

**TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA**

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

Premises: 3 SANDY RUN ROAD  
BENTON, PA 17814

(see attached legal description)

Amount Due \$88,931.16

Interest from 9/7/05 \$ \_\_\_\_\_  
to sale date  
(per diem-\$14.62)

Total \$ \_\_\_\_\_ Plus Costs as endorsed.

Clerk *Terri B. Kline* *EAB*  
Office of the Prothonotary  
Common Pleas Court of  
Columbia County, PA

Dated: 9-19-2005  
(Seal)

**PREMISES 1:** ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner on the Southern side of Sandy Run Road, 941 feet East or the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; THENCE along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; THENCE South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; THENCE by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; THENCE by the same, North 23 degrees West 150 feet to the place of beginning. BEING Lot No. 9B in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S. dated April 21, 1970.

**PREMISES 2:** ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the Northern side of the State Highway leading from Central to Jamison City in line of Lot No. 8; THENCE by the same North 23 degrees 45 minutes West 148 feet to a corner in other lands now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife; THENCE by the same the following courses and distances: North 37 degrees 30 minutes East 100 feet to a corner; THENCE South 33 degrees 30 minutes East 160 feet to a corner on the Northern side of the State Highway leading from Central to Jamison City; THENCE by the same South 46 degrees West 110 feet to a corner in line of Lot No. 8, the place of beginning. BEING Lot No. 9 in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S., dated July 9, 1969.

PREMISES 1 AND 2 ARE SUBJECT TO THE FOLLOWING BUILDING RESTRICTIONS:

1. No building or trailer shall be erected upon the above mentioned lots at a cost of less than \$2,000.00.
2. No automobiles shall be stored upon the premises which do not carry a current license and are not operational.

**PREMISES 3:** ALL THAT CERTAIN parcel of land situated in Sugarloaf Township, Columbia County, State of Pennsylvania, described to wit:

BEGINNING at the berm of the road leading from the Village of Central to Jamison City; THENCE 200 feet North to an iron pin; THENCE West 12 feet, to an iron pin; THENCE 239 feet to the berm of the Jamison City road; THENCE 108 feet East to the point of beginning.

**PREMISES 4:** ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Central, Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake in the Northerly side of a 40 foot wide private drive (known as Sandy Run Road) and in the Easterly line of Lot No. C-7; THENCE by the same North 19 degrees 19 minutes West 200 feet to a corner in other lands of the Grantors; THENCE by the same the following courses and distances: North 70 degrees 41 minutes East 35 feet to a stake corner; THENCE South 52 degrees 20 minutes East 238.5 feet to a stake corner on the Northerly side of Sandy Run Road; THENCE by the same South 70 degrees 41 minutes West 165 feet to a corner on the Eastern side of Lot No. C-7, the place of beginning. Being Lot No. C-8 in plot of lots of Howard D. Puterbaugh, et ux, prepared by Construction Engineering, Inc. dated October 20, 1973.

The Grantors, their heirs and assigns, and the Grantees, their heirs and assigns, shall together with any other person whose lots abut on said 40 foot right-of-way shall have the right of usage in common thereof and in the event the same is improved to meet specifications required by any public agency for the use of the same as a public road, shall be responsible for that portion of the costs of such improvement as their frontage along same bears to the total frontage of such right-of-way.

The Grantee assumes full responsibility for obtaining percolation tests in compliance with standards of Sewage Facilities Act, and otherwise complying with rules and regulations of Columbia County Planning Commission and Township Supervisors relative to zoning.

(Tax Parcel #32-06A-011-07.000)

BEING the same premises which Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife, by deed dated May 22, 2002 and about to be recorded simultaneously herewith, granted and conveyed unto Jay E. Wise, Jr. and Joey B. Wise, husband and wife.



Phelan Hallinan & Schmieg, L.L.P.  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR

Defendant(s)


: COLUMBIA County  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
:  
: NO. 2005-CV-815  
: 2005-ED-118  
:  
:

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Phelan Hallinan & Schmieg, L.L.P.  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
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ATTORNEY FOR PLAINTIFF

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Plaintiff

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CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

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- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Phelan Hallinan & Schmieg, L.L.P.  
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Plaintiff

vs.

JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR  
Defendant(s)

: COLUMBIA County  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
:  
: NO. 2005-CV-815

: 2005-ED-118

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **3 SANDY RUN ROAD, BENTON, PA 17814**.

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

NAME

LAST KNOWN ADDRESS (if address cannot be reasonably ascertained, please so indicate)

JAY E. WISE, JR.

3 SANDY RUN ROAD  
BENTON, PA 17814

JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR

3 SANDY RUN ROAD  
BENTON, PA 17814

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

NAME

LAST KNOWN ADDRESS (if address cannot be reasonably ascertained, please so indicate)

**SAME AS ABOVE**

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. Sec. 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE

Date: 9/6/05

Phelan Hallinan & Schmi L.L.P.  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR

Defendant(s)

: COLUMBIA County  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
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: NO. 2005-CV-815  
:  
:  
:

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BENTON, PA 17814

JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR

3 SANDY RUN ROAD  
BENTON, PA 17814

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

NAME

LAST KNOWN ADDRESS

SAME AS ABOVE

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

NAME

LAST KNOWN ADDRESS

**CENDANT MORTGAGE  
CORPORATION**

**3000 LEADENHALL ROAD  
MT. LAUREL, NJ 08054**

**CENDANT MORTGAGE  
CORPORATION F/K/A COLDWELL  
BANKER MORTGAGE CORPORATION**

**4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054**

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

NAME

LAST KNOWN ADDRESS

**NONE**

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

**NONE**

6. 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. 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:

**DOMESTIC RELATIONS OF  
COLUMBIA COUNTY**

**COLUMBIA COUNTY COURTHOUSE  
P.O. Box 380  
Bloomsburg, PA 17815**

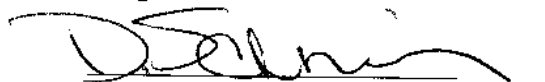
**TENANT/OCCUPANT**

**3 SANDY RUN ROAD  
BENTON, PA 17814**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE**

**P.O. BOX 2675  
HARRISBURG, PA 17105**

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.

  
**DANIEL G. SCHMIEG, ESQUIRE**  
Attorney for Plaintiff

DATE: **9/6/05**

Phelan Hallinan & Schmieg, L.L.P.  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
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ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR

Defendant(s)

: COLUMBIA County  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION

NO. 2005-CV-815

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DANIEL G. SCHMIEG, ESQUIRE

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**(215) 563-7000**

**ATTORNEY FOR PLAINTIFF**

**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

**Plaintiff**

**vs.**

**JAY E. WISE, JR.**  
**JOEY B. WISE**  
**A/K/A JOEY P. PFLEEGOR**

**Defendant(s)**

**: COLUMBIA County**  
**:**  
**: Court of Common Pleas**  
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**DOMESTIC RELATIONS OF  
COLUMBIA COUNTY**

**COLUMBIA COUNTY COURTHOUSE  
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**TENANT/OCCUPANT**

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DATE: 9/6/05



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Plaintiff

vs.

JAY E. WISE, JR.  
JOEY B. WISE  
A/K/A JOEY P. PFLEEGOR  
Defendant(s)

: COLUMBIA County  
:  
: Court of Common Pleas  
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: NO. 2005-CV-815  
:  
: 2005-ED-118

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\***

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

9/6/05

TO: JAY E. WISE, JR.  
JOEY B. WISE A/K/A JOEY P. PFLEEGOR  
3 SANDY RUN ROAD  
BENTON, PA 17814

Your house (real estate) at **3 SANDY RUN ROAD, BENTON, PA 17814**, is scheduled to be sold at the Sheriff's Sale on \_\_\_\_\_, at \_\_\_\_\_ in the **Sheriff's Office, Columbia County Courthouse, P.O. 380, Bloomsburg, PA 17815** to enforce the court judgment of **\$88,931.16** obtained by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P., Rule 3129.3.

**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 the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call:  
**(215) 563-7000.**

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the 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 on page two 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 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 by calling (215) 563-7000.

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 (814) 272-9350.

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 the 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 proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the Sheriff and will be made available for inspection in his office. 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 filing of the proposed schedule.

7. You may also have other rights and defenses, or ways of getting your home 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.**

**COLUMBIA COUNTY  
SUSQUEHANNA LEGAL SERVICES  
168 E. 5<sup>th</sup> STREET,  
BLOOMSBURG, PA 17815  
(570) 784-8760**

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BEGINNING at a corner on the Southern side of Sandy Run Road, 941 feet East or the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; THENCE along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; THENCE South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; THENCE by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; THENCE by the same, North 23 degrees West 150 feet to the place of beginning. BEING Lot No. 9B in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S. dated April 21, 1970.

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1. No building or trailer shall be erected upon the above mentioned lots at a cost of less than \$2,000.00.
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BEGINNING at the berm of the road leading from the Village of Central to Jamison City; THENCE 200 feet North to an iron pin; THENCE West 12 feet, to an iron pin; THENCE 239 feet to the berm of the Jamison City road; THENCE 108 feet East to the point of beginning.

**PREMISES 4:** ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Central, Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake in the Northerly side of a 40 foot wide private drive (known as Sandy Run Road) and in the Easterly line of Lot No. C-7; THENCE by the same North 19 degrees 19 minutes West 200 feet to a corner in other lands of the Grantors; THENCE by the same the following courses and distances: North 70 degrees 41 minutes East 35 feet to a stake corner; THENCE South 52 degrees 20 minutes East 238.5 feet to a stake corner on the Northerly side of Sandy Run Road; THENCE by the same South 70 degrees 41 minutes West 165 feet to a corner on the Eastern side of Lot No. C-7, the place of beginning. Being Lot No. C-8 in plot of lots of Howard D. Puterbaugh, et ux, prepared by Construction Engineering, Inc. dated October 20, 1973.


The Grantors, their heirs and assigns, and the Grantees, their heirs and assigns, shall together with any other person whose lots abut on said 40 foot right-of-way shall have the right of usage in common thereof and in the event the same is improved to meet specifications required by any public agency for the use of the same as a public road, shall be responsible for that portion of the costs of such improvement as their frontage along same bears to the total frontage of such right-of-way.

The Grantee assumes full responsibility for obtaining percolation tests in compliance with standards of Sewage Facilities Act, and otherwise complying with rules and regulations of Columbia County Planning Commission and Township Supervisors relative to zoning.

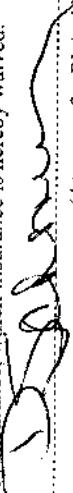
(Tax Parcel #32-06A-011-07.000)

BEING the same premises which Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife, by deed dated May 22, 2002 and about to be recorded simultaneously herewith, granted and conveyed unto Jay E. Wise, Jr. and Joey B. Wise, husband and wife.

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 o 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.

 (SEAL)  
(Attorney for Plaintiff(s))

WAIVER OF INSURANCE - Now, \_\_\_\_\_, 20\_\_\_\_, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.

 (SEAL)  
(Attorney for Plaintiff(s))

\_\_\_\_\_, 20 \_\_\_\_\_

HARRY A. ROADARMEL

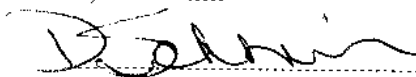
Sheriff

COLUMBIA County, Pa.

Sir: — There will be placed in your hands

for service a Writ of \_\_\_\_\_EXECUTION (REAL ESTATE)\_\_\_\_\_, styled as follows: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. vs JAY E. WISE, JR. and JOEY B. WISE A/K/A JOEY P. PFLEEGOR


The defendant will be found at 3 SANDY RUN ROAD, BENTON, PA 17814

 Attorney for Plaintiff


If Writ of Execution, state below where defendants will be found, what foods and chattels shall/ be seized and be levied upon. If real estate, attach five double spaced typed written copies of description as it shall appear on the new deed together with Street and Number of the premises. Please do not furnish us with the old deed or mortgage.

See attached legal description.....  
.....  
.....  
.....

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.

 (SEAL)  
(Attorney for Plaintiff(s))

WAIVER OF INSURANCE - Now, \_\_\_\_\_, 20\_\_\_\_, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.

 (SEAL)  
(A Notary Public for the State of Pennsylvania)

HARRY A. ROADARMEL

COLUMBIA County, Pa.

Sheriff

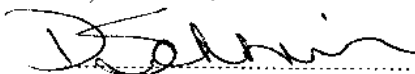
Sir: --- There will be \_\_\_\_\_

your hands

for service a Writ of \_\_\_\_\_ EXECUTION (REAL ESTATE) \_\_\_\_\_ as

follows: MORTGAGE ELECTRONIC REGISTRATION  
INC. vs JAY E. WISE, JR. and JOEY B. WISE A/K/A  
PFLEEGOR

The defendant will be found at 3 SANDY RIDGE  
BENTON, PA 17814

 Attorney \_\_\_\_\_ f

If Writ of Execution, state below where defendant \_\_\_\_\_ and,  
what foods and chattels shall/ be seized and be levied \_\_\_\_\_ ate,  
attach five double spaced typed written copies of description \_\_\_\_\_  
appear on the new deed together with Street and Number \_\_\_\_\_ ps.  
Please do not furnish us with the old deed or mortgage \_\_\_\_\_

See attached legal description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PREMISES 1:** ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner on the Southern side of Sandy Run Road, 941 feet East of the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; THENCE along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; THENCE South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; THENCE by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; THENCE by the same, North 23 degrees West 150 feet to the place of beginning. BEING Lot No. 9B in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S. dated April 21, 1970.

**PREMISES 2:** ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the Northern side of the State Highway leading from Central to Jamison City in line of Lot No. 8; THENCE by the same North 23 degrees 45 minutes West 148 feet to a corner in other lands now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife; THENCE by the same the following courses and distances: North 37 degrees 30 minutes East 100 feet to a corner; THENCE South 33 degrees 30 minutes East 160 feet to a corner on the Northern side of the State Highway leading from Central to Jamison City; THENCE by the same South 46 degrees West 110 feet to a corner in line of Lot No. 8, the place of beginning. BEING Lot No. 9 in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, his wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S., dated July 9, 1969.

PREMISES 1 AND 2 ARE SUBJECT TO THE FOLLOWING BUILDING RESTRICTIONS:

1. No building or trailer shall be erected upon the above mentioned lots at a cost of less than \$2,000.00.
2. No automobiles shall be stored upon the premises which do not carry a current license and are not operational.

**PREMISES 3:** ALL THAT CERTAIN parcel of land situated in Sugarloaf Township, Columbia County, State of Pennsylvania, described to wit:

BEGINNING at the berm of the road leading from the Village of Central to Jamison City; THENCE 200 feet North to an iron pin; THENCE West 12 feet, to an iron pin; THENCE 239 feet to the berm of the Jamison City road; THENCE 108 feet East to the point of beginning.

**PREMISES 4:** ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Central, Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake in the Northerly side of a 40 foot wide private drive (known as Sandy Run Road) and in the Easterly line of Lot No. C-7; THENCE by the same North 19 degrees 19 minutes West 200 feet to a corner in other lands of the Grantors; THENCE by the same the following courses and distances: North 70 degrees 41 minutes East 35 feet to a stake corner; THENCE South 52 degrees 20 minutes East 238.5 feet to a stake corner on the Northerly side of Sandy Run Road; THENCE by the same South 70 degrees 41 minutes West 165 feet to a corner on the Eastern side of Lot No. C-7, the place of beginning. Being Lot No. C-8 in plot of lots of Howard D. Puterbaugh, et ux, prepared by Construction Engineering, Inc. dated October 20, 1973.

The Grantors, their heirs and assigns, and the Grantees, their heirs and assigns, shall together with any other person whose lots abut on said 40 foot right-of-way shall have the right of usage in common thereof and in the event the same is improved to meet specifications required by any public agency for the use of the same as a public road, shall be responsible for that portion of the costs of such improvement as their frontage along same bears to the total frontage of such right-of-way.

The Grantee assumes full responsibility for obtaining percolation tests in compliance with standards of Sewage Facilities Act, and otherwise complying with rules and regulations of Columbia County Planning Commission and Township Supervisors relative to zoning.

(Tax Parcel #32-06A-011-07.000)

BEING the same premises which Joseph A. Nitroy, Jr. and Anna S. Nitroy, husband and wife, by deed dated May 12, 2002 and about to be recorded simultaneously herewith, granted and conveyed unto Jay E. Wise, Jr. and Joey B. Wise, husband and wife.

**PREMISES 1:** ALL THAT CERTAIN lot of land situate in Sugarloaf Township, Columbia County, Penna, bounded and described as follows, to-wit:

BEGINNING at a corner on the Southern side of Sandy Run Road, 941 feet East of the Eastern side of the State Highway leading from Central to Elk Grove, being the Northeast corner of Lot No. 8B, now or late of Michael Schmid; THENCE along the Southern side of Sandy Run Road, the following courses and distances: North 71 degrees 04 minutes East, 64 feet to a corner; THENCE South 36 degrees 30 minutes East, 98 feet to a corner in line of Lot No. 9; THENCE by the same, South 36 degrees 30 minutes West, 100 feet to a corner on the Eastern line of Lot No. 8B, now or late of Michael Schmid; THENCE by the same, North 23 degrees West 150 feet to the place of beginning. BEING Lot No. 9B in plot of lots now or late of Howard D. Puterbaugh and Clara M. Puterbaugh, husband and wife. The description for this Deed was prepared from draft of J. Peter McHenry, R.S. dated April 21, 1970.

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(Tax Parcel #32-06A-011-07.000)

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PHILAN HALLINAN & SCHMIEG LLP  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

COMMERCE BANK  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
451872

Pay ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

To The Sheriff of Columbia County  
Order 35 W Main Street  
Of Bloomsburg, PA 17815

DATE	AMOUNT
09/14/2005	*****1,350.00

JMG 09/14/2005

Void after 180 days

*Travis S. Hallinan*

111,5187211 1036001808136 150866 611