SHERIFF'S SALE COST SHEET NO. 398- 03 JD DATE/TIME/OF SAL DOCKET/RETURN \$15.00 \$ 165,00 SERVICE PER DEF. LEVY (PER PARCEL \$15.00 \$ 22.50 **MAILING COSTS** ADVERTISING SALE BILLS & COPIES \$17.50 ADVERTISING SALE (NEWSPAPER) \$15.00 MILEAGE \$ 16,00 POSTING HANDBILL \$15.00 CRYING/ADJOURN SALE \$10.00 SHERIFF'S DEED \$35.00 TRANSFER TAX FORM \$25.00 DISTRIBUTION FORM \$25.00 \$ 5,50 COPIES **NOTARY** \$ 8,00 WEB POSTING \$150.00 PRESS ENTERPRISE INC. SOLICITOR'S SERVICES TOTAL ** PROTHONOTARY (NOTARY) \$10.00 RECORDER OF DEEDS TOTAL ************** **REAL ESTATE TAXES:** BORO, TWP & COUNTY 20 SCHOOL DIST. 20 DELINQUENT 20 TOTAL ****** MUNICIPAL FEES DUE: SEWER WATER SURCHARGE FEE (DSTE) MISC. TOTAL COSTS (OPENING BID)

PURCELL, KPYG & HALLER REEL 1719 N. FRU: HARRISBURG, VA 17102 PH, 737-234 4178 X 136 FAX: 717-234-1206

fax transmittal

SHERIFF'S OFFICE To:

Columbia County Sheriff

P.O. Box 380

Bioomsburg, PA 17815

Fax: 570-389-5622

Phone: 570-389-5624

SHERIFFS SALE

CAROLEE LECLAIR A/K/A CAROLEE

KINGSTON

2003-CV-398

472000

Tor Review X Urgent

☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 06/29/05 DUE TO CHAPTER 13 BKR CASE#03-52345 HAS BEEN REINSTATED. NO MONIES RECEIVED.

IF THRRE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER MMEDIATELY.

From: Purcell, Krug & Haller

1719 N. From Street Harrisburg, PA 17102

Ph: 717-234-4178 Fax: 717-234-1206

PAM ELDRIDGE Date: May 6, 2005

Pages: 1 PAGE

PROPERTY: 529 SUSQUEHANNA

AVENUE

OFFICER: T. CHAMBERLAIN SERVICE# 3 - OF - 12 SERVICES DATE RECEIVED 4/19/2005 DOCKET # 49ED2005 PLAINTIFF WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY DEFENDANT CAROLEE LECLAIR A/K/A CAROLEE KINGSTON ATTORNEY FIRM Purcell, Krug & Haller PERSON/CORP TO SERVED PAPERS TO SERVED ROBERT SPIELMAN, ESO. WRIT OF EXECUTION - MORTGAGE 29 EAST MAIN ST. **FORECLOSURE** BLOOMSBURG SERVED UPON NORESN MANOFSKY RELATIONSHIP SECRETARY IDENTIFICATION DATE 4/27/05TIME 1400 MILEAGE _____ OTHER ____ Race ___ Sex ___ Height ___ 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 Mu Jell DATE 04/27/85 DEPUTY

TIMOTHY T. CHAMBERLAIN



(570) 389-5622

24 HOUR PHONE (570) 784-6300

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE **AGENCY**

Docket # 49ED2005

VS

WRIT OF EXECUTION - MORTGAGE **FORECLOSURE**

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, APRIL 22, 2005, AT 3:45 PM, SERVED THE WITHIN WRIT OF EXECUTION -MORTGAGE FORECLOSURE UPON DAVID LECLAIR AT 529 SUSQUEHANNA AVE., BERWICK BY HANDING TO DAVID LECLAIR, , 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 MONDAY, APRIL 25, 2005

NOTARY PUBLEC

NOTARIAL SEAL WENDY WESTOVER, NOTARY PUBLIC BLOOMSBURG, COLUMBIA CO., PA MY COMMISSION EXPIRES NOVEMBER 07, 2005

X TIMOTHY T. CHAMBERLAIN SHERIFF

P. D'ÁNGELO **DEPUTY SHERIFF**

TIMOTHY T. CHAMBERLAIN



PHONE (570) 389-5622 24 HOUR PHONE

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY

Docket # 49ED2005

VS

WRIT OF EXECUTION - MORTGAGE **FORECLOSURE**

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, APRIL 22, 2005, AT 3:45 PM, SERVED THE WITHIN WRIT OF EXECUTION -MORTGAGE FORECLOSURE UPON CAROLEE LECLAIR A/K/A CAROLEE KINGSTON AT 529 SUSQUEHANNA AVE., BERWICK BY HANDING TO DAVID LECLAIR, IIUSBAND, 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 MONDAY, APRIL 25, 2005

NOTARY

NOTARIAL SEAL WENDY WESTOVER, NOTARY PUBLIC BLOOMSBURG, COLUMBIA CO., PA MY COMMISSION EXPIRES NOVEMBER 07, 2005

TIMOTHY T. CHAMBERLAIN

SHERIFF

P. D'ANGELO **DEPUTY SHERIFF**

N9

Tax Notice 2005 County & Municipality	_			DATE	20	BILL NO.
BERWICK BORO	FOR: COLUMBIA COUNTY	UNTY		03/01/2005		4371
MAKE CHECKS PAYBLE TO:	DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	AX AMOUNT DUE	INCL PENALTY
Connie C Gingher	GENERAL	24,590	5.646	136.06	138.84	152.72
1615 Lincoln Avenue	SINKING		1.345	32.41	33.07	
Berwick PA 18603	LIGHT		.75	18.07	18.44	
The state of the s	JFIRE		1.75	42.17		45.18
HOUKS!MON, I'VE, THUK & FR!: 9:30AM - 4PM	BORO RE	-	6.6	159.04	162.29	
CLOSED FRIDAY AFTER DISCOUNT						
PHONE:570-752-7442	The discount & penalty	H > 4	1	387.75	395.67	424.04
	formation continued	PAY THIS AMOUNT	- INDO	April 30	June 30	June 30
	for your convenience		 -	If paid on or before	If paid on or before	If paid after
TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS	PAYMENT IS REQUESITED	CNI	!	dM	ici	This tay returned to
		Discount	2%	2%	- 0	rais tax retorned to
KINGSTON CAROLEE		Penalty 10	10 %	5 %	2 6	January 1 2008
529 SUSQUEHANNA AVENUE	UE	PARCEL: 04C-04 -104-00,000	04 -104-00	0000	2	uaiy 1, 2000
BERWICK PA 18603		529 SUSQUEHANNA AVE	IANNA AV	ш		
		.124 Acres	Land		2,500	i
			Buildings		22,090	FILE COPY
if you desire a receipt, send a self-addressed stamped envelope with your payment. THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT.	i stamped envelope with your payment RNED WITH YOUR PAYMENT	Total	Total Assessment		24,590	

OFFICER: T. CHAMBERLAIN DATE RECEIVED 4/19/2005	SERVICE# 1 - OF - 12 SERVICES DOCKET # 49ED2005
FIRST UNION	BANK, NATIONAL ASSOCIATION F/K/A N NATIONAL BANK, AS TRUSTEE FOR NIA HOUSING FINANCE AGENCY
DEFENDANT CAROLEE LE ATTORNEY FIRM Purcell, Krug a PERSON/CORP TO SERVED CAROLEE LECLAIR A/K/A CAROLEE KINGSTON	PAPERS TO SERVED WRIT OF EXECUTION - MODICAGE
529 SUSQUEHANNA AVE. BERWICK	752-67
RELATIONSHIP HOLGAND	
DATE <u>09-32 48</u> TIME <u>1595</u> MILE	EAGEOTHER
TYPE OF SERVICE: A. PERSONAL SERVICE: B. HOUSEHOLD ME C. CORPORATION I D. REGISTERED AC E. NOT FOUND AT	GENT PLACE OF ATTEMPTED SERVICE
F. OTHER (SPECIFY	<i></i>
ATTEMPTS DATE TIME O	FFICER REMARKS
C4-22-05 1455 DANG	1/4
DEPUTY Cu Del	DATE 04-22-05

DATE RECEIVED 4/19/2		DOCKET # 49ED	02005
PLAINTIFF	FIRST UNION	•	ASSOCIATION F/K/A K, AS TRUSTEE FOR ANCE AGENCY
DEFENDANT	CAROLEE LEG	CLAIR A/K/A CAR	OLEE KINGSTON
DEFENDANT ATTORNEY FIRM	Purcell, Krug &	Haller	
PERSON/CORP TO SERV			RVED
DAVID LECLAIR		WRIT OF EXECU	JTION - MORTGAGE
DAVID LECLAIR 529 SUSQUEHANNA AVE	Ε.	FORECLOSURE	
BERWICK			
SERVED UPON			
RELATIONSHIF		IDENTIFICAT	
DATE OF ZZ. of TIME	15 45 MILE	AGE	OTHER
Race Sex Height	t Weight	Eyes Hair	Age Military
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ATTEMPTS DATE TIM	1E OF	FICER	REMARKS
DEPUTY	Tun Dur	DATE	04.22-15

SENDER: COMPLETE THIS SECTION		COMPLE	TE THIS S	ECTION ON	I DELIVEI	RY :
■ Complete items 1, ∠, and 3. Also comp item 4 if Restricted Delivery is desired.		A. (Signati	ure \		· · ·	☐ Agent
 Print your name and address on the revision that we can return the card to you. 		B. Receiv	red by / Prin	ited Name)	A Dro	Address
Attach this card to the back of the mail or on the front if space permits.	piece,	 			ACI	2.5.50
Article Addressed to:		If YES,	enter deliv	different fro ery address	m item 1? below:	Yes □ No
OFFICE OF F.A.I.R. DEPARTMENT OF PUBLIC WELF	ART .					
PO BOX 8016	AIRI					
HARRISBURG, PA 17105		☐ Regi	ified Mail	☐ Expres	Receipt f	or Mercha
2 Adiaban Maria	· · · · · · · · · -	4. Restrict	ted Delivery	/? (Extra Fee)	
Article Number (Transfer from service label)	7004	0550 [0000	7003	7031	
PS Form 3811, February 2004	Domestic Reti	urn Receipt				100
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■ Complete items 1,und 3. Also comple	ete	A. Signatui	11		1/00	Aucht 9
item 4 if Restricted Delivery is desired. Print your name and address on the revenue.	erse f	<u> </u>	null	<i>J</i> -		Addresse
 so that we can return the card to you. Attach this card to the back of the mailp or on the front if space permits. 	iece,	B. Receive			AP	ate of Deliver
Article Addressed to:			-	different from ery address		☐ Yes ☐ No
COMMONWEALTH OF PENNSYL DEPARTMENT OF REVENUE-AT BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION	TN: SHER	IFF SALE	Ē			
DEPARTMENT 281230 HARRISBURG, PA 17128-1230	_	☐ Regi	ified Mail	☐ Expres ☐ Return ☐ C.O.D.	Receipt fo	or Merchandis
	 	4. Restrict	led Delivery	/? (Extra Fee	e)	☐ Yes
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PS Form 3811, February 2004	Domestic Ret	urn Receipt				102595-02-M-15
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SENDER: COMPLETE THIS SECTION Complete items 1, and 3. Also complete	oto (A Signatu		CTION ON	DELIVER	49
item 4 if Restricted Delivery is desired.	V	X Trick	· ta	0 260	1.9.5	☐ Agent ♣ Addresse
Print your name and address on the reviso that we can return the card to you.	ì	B Receive	d by (Prin	ted Name)		Date of Delive:
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1. Article Addressed to:			•	different from ery address		☐ Yes ☐ No
INTERNAL REVENUE SERVICE						
TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUJ	11)					
600 ARCH STREET ROOM 3259		<u> </u>		<u>.</u>		
PHILADELPHIA, PA 19106		3. Service	Type ified Mail	□ Everes	o Mail	
		□ Regi			Receipt f	or Merchandì:
			red Mail ted Deliven	☐ C.O.D. /? (Extra Fee		☐ Yes
2. Article Number		<u> </u>			<u>-</u>	
(Transfer from service label)	7004	0550	0000	7003	7055)

OFFICER: T. CHAMBERLAIN SERVICE# 4 - OF - 12 SERVICES DATE RECEIVED 4/19/2005 **DOCKET # 49ED2005** PLAINTIFF WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY DEFENDANT CAROLEE LECLAIR A/K/A CAROLEE KINGSTON ATTORNEY FIRM Purcell, Krug & Haller PERSON/CORP TO SERVED PAPERS TO SERVED CONNIE GINGHER-TAX COLLECTOR WRIT OF EXECUTION - MORTGAGE 1615 LINCOLN AVE. **FORECLOSURE** BERWICK SERVED UPON COUNTE CINCINEN RELATIONSHIP ______ IDENTIFICATION DATE 04-22-05 TIME 1425 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 1 and 81 DATE 04.22-05 DEPUTY

OFFICER: T. CHAMBERLAIN SERVICE# 5 - OF - 12 SERVICES DATE RECEIVED 4/19/2005 DOCKET # 49ED2005 PLAINTIFF WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY DEFENDANT CAROLEE LECLAIR A/K/A CAROLEE KINGSTON ATTORNEY FIRM Purcell, Krug & Haller PERSON/CORP TO SERVED PAPERS TO SERVED BERWICK SEWER WRIT OF EXECUTION - MORTGAGE 1108 FREAS AVE. FORECLOSURE BERWICK SERVED UPON 1866 9 6,288 12 RELATIONSHIP CLERK IDENTIFICATION _____ DATE 04-22 05 TIME 1400 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 Col DATE 04-22 05 DEPUTY

OFFICER: DATE RECEIVED 4/19/2	SERVICE# 6 - OF - 12 SERVICES 2005 DOCKET # 49ED2005
PLAINTIFF	WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY
DEFENDANT	CAROLEE LECLAIR A/K/A CAROLEE KINGSTON
ATTORNEY FIRM	Purcell, Krug & Haller
PERSON/CORP TO SER	
DOMESTIC RELATIONS	WRIT OF EXECUTION - MORTGAGE
15 PERRY AVE.	FORECLOSURE
BLOOMSBURG	
SERVED UPON (25	LE CSURN
RELATIONSHIP	IDENTIFICATION
AMIT 252-7 ALD	1435 MILEAGEOTHER
Racc Sex Heigh	t Weight Eyes Hair Age Military
B. C. D. E.	PERSONAL SERVICE AT POA POB _X_ POE CCSO HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA CORPORATION MANAGING AGENT REGISTERED AGENT NOT FOUND AT PLACE OF ATTEMPTED SERVICE OTHER (SPECIFY)
ATTEMPTS DATE TIM	
DEPUTY	DATE 4-22-5



April 22, 2005

Timothy T. Chamberlain Sheriff of Columbia County Court House- P.O. Box 380 Bloomsburg, PA 17815

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY

VS

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

DOCKET# 49ED2005

JD # 398JD2003

Dear Timothy:

The outstanding balance on sewer account #130260 for the property located at 529 Susquehanna Avenue, Berwick Pa through June 2005 is \$222.15.

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

Sincerely,

Authority Clerk

1108 Freas Avenue • Berwick, Pennsylvania 18603

Phone: (570) 752-8477 • Fax: (570) 752-8479

COUNTY OF COLUMBIA "

REAL ESTATE TAX CERTIFICATION

Date: 04/21/2005

Fee: \$5.00

Cert. NO: 778

KINGSTON CAROLEE 529 SUSQUEHANNA AVENUE BERWICK PA 18603

District: BERWICK BORO
Deed: 20020 -4012
Location: 529 SUSQUEHANNA AVE
Parcel Id:04C-04 -104-00,000

Assessment: 24,590 Balances as of 04/21/2005

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

By: Timothy	T. Chamberlain	Per:	
7	Sheriff		
	Jan Wayy		

OFFICER: DATE RECEIVED	4/19/2005		SERVICE# 9 DOCKET # 49		RVICES
PLAINTIFF	FIF	RST UNION I	ANK, NATION NATIONAL BA IA HOUSING I	NK, AS TRU	JSTEE FOR
DEFENDANT ATTORNEY FIRM PERSON/CORP TO COLUMBIA COUN	Pur D SERVED	cell, Krug &	LAIR A/K/A C Haller PAPERS TO WRIT OF EXI	SERVED	
PO BOX 380 BLOOMSBURG			FORECLOSU		MORIGAGE
SERVED UPON				CATION	
DATE <u>V-31.5</u>					
Race Sex	Height	Weight F	Eyes Hair _	Age	Military
TYPE OF SERVICE	B. HOUSI C. CORPO D. REGIS E. NOT F	EHOLD MEN DRATION M TERED AGE OUND AT PI	ИBER: 18+ <u>YE</u> ANAGING AG	ARS OF AGI ENT EMPTED SE	E AT POA RVICE
ATTEMPTS DATE	TIME	OF	FICER	REMAI	RKS
DEPUTY (روكت		DATE	4-21-	.5

REAL ESTATE OUTLINE

ED#49-05

DATE RECEIVED	<u> 4-19-05</u>			
DOCKET AND INDEX	4-20-0	<u> </u>		
SET FILE FOLDER UP	4-20-0	5	·	
CHECK FOR	PROPER II	NFO.		·
WRIT OF EXECUTION			•	
COPY OF DESCRIPTION	J		/	
WHEREABOUTS OF LK	A	1/		
NON-MILITARY AFFID	AVIT			
NOTICES OF SHERIFF S	SALE		n)	
WATCHMAN RELEASE	FORM			
AFFIDAVIT OF LIENS L	JST			
CHECK FOR \$1,350.00 C	R		CK# #	107683
**IF ANY OF ABOVE I	S MISSING	DO NOT		
SALE DATE	-	June 29.	os time	1030
POSTING DATE	-	May 2	5 05	*************************************
ADV. DATES FOR NEW	SPAPER 1	ST WEEK	June 8	
	,	2 ND WEEK	15	
	:	3 RD WEEK	72	<u> </u>

WEDNESDAY JUNE 29, 2005 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 49 OF 2005 ED AND CIVIL WRIT NO. 398 OF 2003 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'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:

TRACT NUMBER 1:

ALL that certain piece and parcel of land situate on the northerly side of Susquehanna Avenue, in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follow, to wit:

BEGINNING at a point on the northerly side of Susquehanna Avenue at Corner of Lot Number 7 (property now or late of George G. Crisman); THENCE in a westerly direction along the northerly line of Susquehanna Avenue a distance of forty-three (43) feet, more or less, to line of triangular piece of land of Freas Fowler; THENCE in a Northwesterly direction a distance of fourteen (14) feet to a point; THENCE in a northerly direction along another lot of George G. Crisman (being Lot Number 9) a distance of eighty-seven (87) feet four (4) inches to a point which intersects with a termination of the southerly line of Green street; THENCE in a easterly direction on a line parallel with Front Street said line corresponding with the southerly line of Green Street if extended a distance of forty-five (45) feet to line of Lot Number 7 aforesaid; THENCE in a southerly direction along line of Lot Number 7 a distance of eighty-two (82) feet, three (3) inches to the northerly line of Susquehanna Avenue, the place of BEGINNING. BEING the southerly portion of Lot Number 8 of Freas Fowler's Addition to Berwick.

TRACT NUMBER 2:

ALL that certain tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING on the north by a line which shall fall twenty-seven and one- half (27 1/2) feet from the southern part of a piece of land now owned by Charles Cayton; on the east by land of George Crisman; on the south by land of Charles Cayton; and on the West, facing on the east end of Green Street, a distance of twenty-seven and one-half (27 1/2) feet, and being in depth forty-five (45) feet.

IT being the rear portion of what is now or formerly the Mary R. Fenstermaker Lots Numbers 528 and 530 on west Front Street, Berwick, Columbia County, Pennsylvania; being the same premises mentioned in a Article of Agreement dated August 24, 1920, and of record in Misc. Book No. 11 at page 627 in the Recorder's Office of said Columbia County, a reference to which will more fully and at large appear.

HAVING THEREON ERECTED A DWELLING KNOWN AS 529 SUSQUEHANNA AVENUE, BERWICK, PA 18603. TAX PARCEL: 04C-04-104

BEING THE SAME PREMISES WHICH Hugh C. Kyttle by deed dated 4/2/02 and recorded 4/4/02 in Instrument No. 2002-04012 granted and conveyed unto Carolee Kingston. (Now known as Carolee Leclair)

TO BE SOLD AS THE PROPERTY OF CAROLEE KINGSTON A/K/A CAROLEE LECLAIR.

TERMS OF SALE

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

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

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

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

Plaintiff's Attorney Leon P. Haller 1719 North Front Street Harrisburg, PA 17102

WEDNESDAY JUNE 29, 2005 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 49 OF 2005 ED AND CIVIL WRIT NO. 398 OF 2003 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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HAVING THEREON ERECTED A DWELLING KNOWN AS 529 SUSQUEHANNA AVENUE, BERWICK, PA 18603. TAX PARCEL: 04C-04-104

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Plaintiff's Attorney Leon P. Haller 1719 North Front Street Harrisburg, PA 17102

WEDNESDAY JUNE 29, 2005 AT 10:30 AM

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WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY,

PLAINTIFF

VS.

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON, DEFENDANT(S)

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-CV-398

N MORTGAGE FORECLOJURI

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

TO THE SHERIFF OF THE WITHIN COUNTY

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following real estate identified as: 529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603 as follows:

Amount due pursuant to Judgment	\$01,233.88
Interest	\$1,805.84
Per diem of \$8.76	
to 4/20/05	
Late Charges	\$264.00
(\$13.00 per month to 4/20/05)	
Escrow Deficit	\$2,000.00

TOTAL WRIT

\$65,323.72

PLUS COSTS:

Dated: 417 05

PROTHONOTARY

TURAG

(SEAL)

SHERIFF:

I am submitting documentation necessary to schedule a Sheriffs sale of real estate.

If you require anything further or have any questions as to content or format, please contact the undersigned.

Thank you.

Maryland Ferretti / mferretti@pkh.com Purcell, Krug & Haller 1719 North Front Street Harrisburg, PA 17102 PHONE: (717) 234-4178

Inquiries relating to service should be directed to Mindy Horley.

Inquiries relating to the actual sale should be directed to Sharon Dunn.

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY.

PLAINTIFF

VS.

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON, DEFENDANT(S) IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

2005-ED 49

CIVIL ACTION LAW

NO. 2003-CV-398

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praccipe for the writ of execution was filed, the following information concerning the real property located at 529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603:

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

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON 529 SUSQUEHANNA AVENUE BERWICK, PA 18603

- 2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**
- 3. Name and address of every judgment creditor whose judgment is a **record lien** on the real property to be sold: **UNKNOWN**
 - 4. Name and address of last recorded **holder of every mortgage** of record:

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

- 5. Name and address of every other person who has any **record lien** on the property: **UNKNOWN**
- 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: **UNKNOWN**
- 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 Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

TENANT/OCCUPANT 529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603

David M. Leclair 529 Susquehanna Avenue Berwick, PA 18603-4655

Robert Spiclman, Esquire 29 East Main Street Bloomsburg, PA 17815-1804

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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

Lcon P. Haller PA I.D. #15700

Purcell, Krug & Haller 1719 North Front Street Harrisburg, PA 17102 (717) 234-4178

DATE: April 15, 2005

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PLAINTIFF

VS.

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON, DEFENDANT(S) IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-CV-398

N MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603:

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

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON 529 SUSQUEHANNA AVENUE BERWICK, PA 18603

- 2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**
- 3. Name and address of every judgment creditor whose judgment is a **record lien** on the real property to be sold: **UNKNOWN**
 - 4. Name and address of last recorded holder of every mortgage of record:

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

- 5. Name and address of every other person who has any **record lien** on the property: **UNKNOWN**
- 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: **UNKNOWN**
- 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 Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

TENANT/OCCUPANT 529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603

David M. Leclair 529 Susquehanna Avenue Berwick, PA 18603-4655

Robert Spielman, Esquire 29 East Main Street Bloomsburg, PA 17815-1804

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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

Leon P. Haller PA I.D. #15700

Purcell, Krug & Haller 1719 North Front Street Harrisburg, PA 17102 (717) 234-4178

DATE: April 15, 2005

There will be placed in your hands for service a Writ of Execution in Mortgage Foreclosure styled as follows:

Plaintiff: WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY

VS.

Defendant(s):

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

Filed to No. 2003-CV-398

INSTRUCTIONS

This is real estate execution. The property is located at:

529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603

(A more complete legal description accompanies these documents.)

The parties to be served PERSONALLY and their addresses are as follows:

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON 529 SUSQUEHANNA AVENUE, BERWICK, PA 18603

WAIVER OF WATCHMAN AND INSURANCE

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

NOW, April 15, 2005 the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Leon P. Haller

Attorney for Plaintiff

There will be placed in your hands for service a Writ of Execution in Mortgage Foreclosure styled as follows:

Plaintiff: WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK. AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY

VS.

Defendant(s):

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

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Leon P. Haller Autorney for Plaintiff

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Leon P. Haller

Attorney for Plaintiff

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Leon P. Haller

Attorney for Plaintiff

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PLAINTIFF

VS.

CIVIL ACTION LAW

NO. 2003-CV-398

IN MORTGAGE FORECLOSURE

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY, PENNSYLVANIA

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON, DEFENDANT(S)

NOTICE OF SHERIFF'S SALE OF REAL ESTATE PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE:

TIME:

LOCATION: Columbia County Courthouse

35 West Main Street Bloomsburg, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

529 SUSQUEHANNA AVENUE BERWICK, PENNSYLVANIA 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2003-CV-398

JUDGMENT AMOUNT \$61,253.88

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

- 1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
- 2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
- 3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

PURCELL, KRUG & HALLER Attorneys for Plaintiff 1719 North Front Street Harrisburg, PA 17102 (717) 234-4178

TRACT NUMBER 1:

ALL that certain piece and parcel of land situate on the northerly side of Susquehanna Avenue, in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follow, to wit:

BEGINNING at a point on the northerly side of Susquehanna Avenue at Corner of Lot Number 7 (property now or late of George G. Crisman); THENCE in a westerly direction along the northerly line of Susquehanna Avenue a distance of forty-three (43) feet, more or less, to line of triangular piece of land of Freas Fowler; THENCE in a Northwesterly direction a distance of fourteen (14) feet to a point; THENCE in a northerly direction along another lot of George G. Crisman (being Lot Number 9) a distance of eighty-seven (87) feet four (4) inches to a point which intersects with a termination of the southerly line of Green street; THENCE in a easterly direction on a line parallel with Front Street said line corresponding with the southerly line of Green Street if extended a distance of forty-five (45) feet to line of Lot Number 7 aforesaid; THENCE in a southerly direction along line of Lot Number 7 a distance of eighty-two (82) feet, three (3) inches to the northerly line of Susquehanna Avenue, the place of BEGINNING. BEING the southerly portion of Lot Number 8 of Freas Fowler's Addition to Berwick.

TRACT NUMBER 2:

ALL that certain tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING on the north by a line which shall fall twenty-seven and one-half (27 ½) feet from the southern part of a piece of land now owned by Charles Cayton; on the east by land of George Crisman; on the south by land of Charles Cayton; and on the West, facing on the east end of Green Street, a distance of twenty-seven and one-half (27 ½) feet, and being in depth forty-five (45) feet.

IT being the rear portion of what is now or formerly the Mary R. Fenstermaker Lots Numbers 528 and 530 on west Front Street, Berwick, Columbia County, Pennsylvania; being the same premises mentioned in a Article of Agreement dated August 24, 1920, and of record in Misc. Book No. 11 at page 627 in the Recorder's Office of said Columbia County, a reference to which will more fully and at large appear.

HAVING THEREON ERECTED A DWELLING KNOWN AS 529 SUSQUEHANNA AVENUE, BERWICK, PA 18603. TAX PARCEL: 04C-04-104

BEING THE SAME PREMISES WHICH Hugh C. Kyttle by deed dated 4/2/02 and recorded 4/4/02 in Instrument No. 2002-04012 granted and conveyed unto Carolee Kingston. (Now known as Carolee Leclair)

TO BE SOLD AS THE PROPERTY OF CAROLEE KINGSTON A/K/A CAROLEE LECLAIR.

REQUEST FOR SERVICE

DATE: April 15, 2005

FROM: Leon P. Haller, Esquire Purcell, Krug & Haller 1719 North Front Street

Harrisburg, PA 17102

(717) 234-4178

CASE CAPTION:

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY

VS.

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON

PAPER: WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

No. 2003-CV-398

SERVICE TO BE MADE ON DEFENDANT: <u>CAROLEE LECLAIR A/K/A CAROLEE KINGSTON</u>

ADDRESS FOR "PERSONAL SERVICE":

CAROLEE LECLAIR A/K/A CAROLEE KINGSTON at: 529 SUSQUEHANNA AVENUE BERWICK, PA 18603

Requested by Leon P. Haller, Esquire Attorney for Plaintiff

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107683

CHECK DATE

CHECK NO.

COMMERCE BANK 60-184-313

I urcell, Krn.g & Haller 1719 North Front Street

Harrisburg, PA 17102

107683 04/18/2005

CHECK AMOUNT

ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS*********

PΑY

\$*****1,350.00

VOID AFTER 90 DAYS

TO THE ORDER OF

SHERIFF OF COLUMBIA COUNTY

320931 21 # 107683# #031301846#