COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Washington Mutual Bank VS Lawrence Bryant Jeanette Lake

NO. 133-06 ED NO. 645-06 JD

DATE/TIME OF SALE: Jan 31 1030

BID PRICE (INCLUDES COST) $ 108000.00

POUNDAGE – 2% OF BID $ 2160.00

TRANSFER TAX – 2% OF FAIR MKT $ 6335.86

MISC. COSTS $

TOTAL AMOUNT NEEDED TO PURCHASE $ 116495.86

PURCHASER(S): James Coll # 732-928-3406

ADDRESS: Thomas Gray

NAMES(S) ON DEED:

PURCHASER(S) SIGNATURE(S):

TOTAL DUE: $ 116495.86

LESS DEPOSIT: $ 11650.00

DOWN PAYMENT: $

TOTAL DUE IN 8 DAYS $ 104845.86

Thomas Gray
[illegible] Bear River Road
Jackson NJ 08527

SHERIFF'S SALE COST SHEET

Washington Mutual Bank vs. Lawrence Rogan + Jeanette Lake
NO. 133-06 ED NO. 625-06 JD DATE/TIME OF SALE Jan. 31 1030

DOCKET/RETURN	$15.00	
SERVICE PER DEF.	$ 150.00	
LEVY (PER PARCEL	$15.00	
MAILING COSTS	$ 32.50	
ADVERTISING SALE BILLS & COPIES	$17.50	
ADVERTISING SALE (NEWSPAPER)	$15.00	
MILEAGE	$ 24.00	
POSTING HANDBILL	$15.00	
CRYING/ADJOURN SALE	$10.00	
SHERIFF'S DEED	$35.00	
TRANSFER TAX FORM	$25.00	
DISTRIBUTION FORM	$25.00	
COPIES	$ 5.00	
NOTARY	$ 15.00	
TOTAL **********		$ 399.00
WEB POSTING	$150.00	
PRESS ENTERPRISE INC.	$ 727.00	
SOLICITOR'S SERVICES	$75.00	
TOTAL **********		$ 952.00
PROTHONOTARY (NOTARY)	$10.00	
RECORDER OF DEEDS	$ 41.50	
TOTAL **********		$ 51.50
REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20__	$ Pd	
SCHOOL DIST. 20__	$ Pd	
DELINQUENT 20__	$ 5.00	
TOTAL **********		$ 5.00
MUNICIPAL FEES DUE:		
SEWER 20__	$	
WATER 20__	$	
TOTAL **********		$ -0-
SURCHARGE FEE (DSTE)		$ 110.00
MISC.	$	
	$	
TOTAL **********		$ -0-

TOTAL COSTS (OPENING BID) $ 1517.50

+ 250.00 Lien search

1767.50

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

FACSIMILE TRANSMITTAL SHEET

TO: Atty Steve Bachman

FROM: Sheriff Chamberlain

COMPANY:

DATE:

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER: 2

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

ATTACHED ARE DOCUMENTS FROM THE COLUMBIA COUNTY SHERIFF'S OFFICE. IF YOU HAVE ANY QUESTIONS CONCERNING THESE DOCUMENTS, PLEASE CALL 570.389.5622. THANK YOU.

Sheriff

JEANETTE K. REGAN, Plaintiff	: IN THE COURT OF COMMON PLEAS : OF THE 26th JUDICIAL DISTRICT : OF PENNSYLVANIA
VS	: COLUMBIA COUNTY BRANCH : CIVIL ACTION – LAW
LAWRENCE C. REGAN, Defendant	: NO. 851 of 1995 : IN DIVORCE, A.V.M.

ORDER

AND NOW, this 20 day of June, 2007, upon consideration of the Plaintiff's Petition for Special Relief, filed of record May 16, 2007 and incorporated by reference hereto, and upon further demonstration by the May 24, 2007 Proof of Process Service, a copy of which is attached hereto as Exhibit "A", indicating that on May 23, 2007 Defendant was served with said Petition and the May 15th Rule Returnable of this Court, and it being further noted that Defendant has failed to file a response as required by the Rule Returnable;

IT IS HEREBY ORDERED that the balance of proceeds of the tax sale of the marital property foreclosed upon to Case Numbers 625-2006 JD and 133-2006 ED are awarded to Plaintiff, Jeanette K. Regan. It is further ORDERED that the Comlubia County Sheriff's Office is directed to make payment of any said balance of Proceeds to Plaintiff individually.

BY THE COURT:

J.

Hunterdon County Sheriff's Office
PROOF OF PROCESS SERVICE

Service # 1 of 1 Services

Plaintiff JEANETTE K. REGAN

Docket # CV-95-851

Sheriff's # **S 20331**

Defendant LAWRENCE C. REGAN

Common Pleas
Pennsylvania
COLUMBIA COU

Person/Corporation to Serve
LAWRENCE C. REGAN

158 WERTSVILLE ROAD
RINGOES, NJ 08551
Alternate Address

Papers to Serve
RULE RETURNABLE
PETITION FOR SPECIAL RELIEF
VERIFICATION
ORDER OF COURT
BRIEF IN SUPPORT OF PETITION FOR SPECIAL RELIEF

Sheriff Fees $31.00

I, WILLIAM D. DOYLE, SHERIFF OF HUNTERDON COUNTY DO HEREBY DEPUTIZE AND APPOINT S/I JASON A. MARRERO A DULY SWORN OFFICER TO EXECUTE AND RETURN THE DOCUMENTS ACCORDING TO LAW.

WITNESS BY HAND AND SEAL

William D. Doyle

WILLIAM D. DOYLE Sheriff

Date of Service 5/23/2007
Time of Service 2:25 PM
Attempts

Defendant LAWRENCE C. REGAN
158 WERTSVILLE ROAD
RINGOES, NJ 08551

Delivered To LAWRENCE C. REGAN
Relationship SELF

Race W Sex M Height 5'8" Weight 175 Eyes BLUE Hair BRO Age 50 Military NO

Type of Service PERSONAL SERVICE AT PLACE OF ABODE

IDENTIFICATION PROVIDED-PADL#22944138

I, S/I JASON A. MARRERO WAS ABLE TO SERVE THE WITHIN DOCUMENTS AND/OR A TRUE COPY THEREOF.

S/I Jason A. Marrero

DELUCA LAW OFFICES
334 SOUTH HANOVER STREET
NANTICOKE, PENNSYLVANIA 18634

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 24th DAY OF May 2007

Debra Dorothy Van Horn

Debra Dorothy Van Horn
Notary Public of New Jersey
My Commission Expires 6 / 14 / 2011

Vito J. DeLuca
Stephen J. Bachman

Attorneys at Law

DeLUCA Law Offices

334 South Hanover Street
Nanticoke, Pennsylvania 18634
Office: (570) 735-3733
Fax: (570) 735-5117
Website: www.delucalawoffices.com
E-mail: vjd@delucalawoffices.com
sjb@delucalawoffices.com

May 21, 2007

Hunterdon Cty Sheriff's Office
PO Box 2900
Flemington, NJ 08822

Re: Regan vs. Regan
Columbia County, PA
No. CV-95-851

Dear Sir or Madam:

Enclosed for service is a filed copy of the Brief, Petition and Rule Returnable Issued upon Respondent Lawrence C. Regan which were filed in Columbia County Court on May 16, 2007. Please also find enclosed payment of service fees in the amount of $31.48.

Kindly serve Mr. Regan the enclosed documents and forward an appropriate affidavit of service to my attention in the enclosed self-addressed stamped envelope. Mr. Regan's address is 158 Wertsville Road, Ringoes, NJ 08551. I have also enclosed some additional information that has been provided by my client which may aid in service.

Thank you for your courteous attention to this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Stephen J. Bachman, Esquire

SJB/jld
encls.

cc: Columbia County Sheriff's Office (w/enclosed Rule, Petition and Brief only)
cc: Jeanette Regan

JEANETTE K. REGAN, Plaintiff	: IN THE COURT OF COMMON PLEAS : OF THE 26th JUDICIAL DISTRICT : OF PENNSYLVANIA
VS	: COLUMBIA COUNTY BRANCH : CIVIL ACTION – LAW
LAWRENCE C. REGAN, Defendant	: NO. 851 of 1995 : IN DIVORCE, A.V.M.

RULE RETURNABLE

AND NOW, this 15th day of May, 2007, upon consideration of the foregoing Petition, it is hereby ordered that

(1) a Rule is issued upon Lawrence C. Regan to Show Cause why Petitioner is not entitled to the relief requested;

(2) the Respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;

(3) the petition shall be decided under Pa.R.C.P. No. 206.7;

(4) in the event that Respondent files an answer raising disputed issues of material fact, Respondent shall present with the answer an appropriate order setting deadlines for the taking of any depositions, and thereafter setting a date for argument;

(5) notice of the entry of this Order shall be provided to all parties by the petitioner.

BY THE COURT:

/s/ Scott W. Naus
J.

JEANETTE K. REGAN, Plaintiff	: IN THE COURT OF COMMON PLEAS : OF THE 26th JUDICIAL DISTRICT : OF PENNSYLVANIA
VS	: COLUMBIA COUNTY BRANCH : CIVIL ACTION – LAW
LAWRENCE C. REGAN, Defendant	: NO. 851 of 1995 : IN DIVORCE, A.V.M.

PETITION FOR SPECIAL RELIEF

Petitioner, Jeanette K. Regan, by and through counsel, Stephen J. Bachman, Esquire, hereby Petitions this Court as follows:

1. Petitioner is Jeanette K. Regan, an adult individual with a current address of 2224 Sibby Lane, Columbus, Ohio.

2. Respondent is Lawrence C. Regan, an adult individual with a current address of 158 Wertsville Road, Ringoes, New Jersey 08551.

3. On October 23, 1997, the parties entered into an Agreement regarding equitable distribution of marital property relative their divorce filed as captioned above. The Agreement was incorporated in the divorce decree issued by this court on November 25, 1997. A true and correct copy of the Divorce Decree and Agreement is attached hereto collectively as Exhibit "A" and incorporated herein by reference.

4. Respondent failed to perform his obligations under the Agreement, causing Petitioner to petition the court to enforce the Agreement. The parties thereafter reached a Stipulation entered by the court on October 14, 1998 and filed of record October 27, 1997. A true and correct copy of the Stipulation is attached hereto as Exhibit "B" and incorporated by reference.

5. The Stipulation provided for the entry of a judgment in favor of Jeanette Regan and against Lawrence Regan in the amount of $107,867.00, with six percent interest from January 23, 1998. The Stipulation further provided that the marital property of the parties which was located at the top of Heights Road in Berwick be sold and that the proceeds from sale of the property would be used to satisfy wife's judgment as set forth in the Stipulation.

6. The property failed to sell and was subsequently foreclosed upon to Case Numbers 625-2006 JD and 133-2006 ED. Upon satisfaction of all liens and costs of sale, the remaining balance due to the parties is $34,511.42, as indicated by the Sheriff Sale Distribution Sheet which is incorporated herein by reference and attached hereto as Exhibit "C".

7. Respondent has not satisfied the judgment due and owing as provided in the Stipulation of the parties dated October 23, 1997 and incorporated in the divorce decree of November 25 1997, and as of the date of this Petition still owes petitioner an approximate amount of $88,000.00 plus interest as provided for in the Stipulation.

WHEREFORE, Petitioner respectfully requests this Honorable Court Order that the balance of proceeds remaining from the tax sale of the marital property be paid to Petitioner individually, together with any other relief that this Court feels is just and appropriate.

Respectfully Submitted,

Stephen J. Bachman, Esquire
Attorney for Petitioner
ID #68856
334 South Hanover Street
Nanticoke, PA 18634
(570)735-3733

VERIFICATION

I, Jeanette Regan, do hereby verify that the facts set forth in the foregoing petition are true and correct. I understand that false statements contained herein are subject to the provisions of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

May 3, 2007
Date

Jeanette K. Regan
Jeanette Regan

JEANETTE K. REGAN, PLAINTIFF	: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT
VS.	: COLUMBIA COUNTY BRANCH, PA : CIVIL ACTION - LAW
LAWRENCE C. REGAN, DEFENDANT	: NO. CV-95-851 : IN DIVORCE, A.V.M.

ORDER OF COURT

AND NOW, this 25th day of June, 1997, upon Motion of Susan M. Hill, Esquire, it is ORDERED AND DECREED that the parties hereto are this day hereby divorced from the bonds of matrimony heretofore existing between them as if they were never married.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to Pa. R.C.P. 1920.1 et seq., and Act 206-1990, 23 Pa. C.S. §3301 et seq., "The Divorce Code", that the terms, provisions and conditions of an Agreement between the parties dated October 23,1 997, which is attached to this Decree and Order is hereby incorporated into this Decree and Order by reference as fully as though the same were set forth herein at length. Said Agreement shall not merge with but shall survive this Decree and Order.

This Court hereby retains continuing jurisdiction over this Decree and Order and for the purpose of ensuring compliance with and enforcement of the terms of the Agreement as attached hereto.

BY THE COURT:

Bailey C. Keller, J.

Certified from the records this
25th day of June A. D. 19 97
TAMI B. KLINE, PROTHONOTARY
Per: Elizabeth A. Brown

Ex "A"

COPY

JEANETTE K. REGAN, PLAINTIFF	* IN THE COURT OF COMMON PLEAS
	* OF THE 26TH JUDICIAL DISTRIC
VS.	* COLUMBIA COUNTY BRANCH, PENNA
	*
LAWRENCE C. REGAN, DEFENDANT	* CIVIL ACTION - LAW
	*
	* NO. CV-95-851
	* IN DIVORCE, A.V.M.

A G R E E M E N T

BEFORE MICHAEL P. DENNEHY, ESQUIRE, SPECIAL MASTER, in the Conference Room of the Columbia County Courthouse, Bloomsburg, Pennsylvania on Thursday, October 23, 1997 at 3:25 o'clock, P.M.

APPEARANCES:

SUSAN M. HILL, ESQUIRE
Counsel for the Plaintiff

MICHAEL R. LYNN, ESQUIRE
Counsel for the Defendant

RHONDA T. KOCH, FREELANCE REPORTER

THE MASTER: This is the Special Master's hearing in the matter of Jeanette Regan versus Lawrence Regan filed to Columbia County Civil Action Number CV-95-851. Both of the parties are present. Plaintiff is here with Counsel Susan Hill, Esquire. Defendant is here with Counsel Michael Lynn, Esquire.

There has been extensive off the record discussion by the parties and it is my understanding there has been an agreement reached with regard to the outstanding issues. Ms. Hill.

MRS. HILL: I will state the agreement as I understand it, and please interrupt if I am stating anything inaccurately.

The agreement is that the Husband agrees to refinance the marital residence and pay to the Wife within ninety days the sum of $107,867.00. Pending the refinancing Husband will assume responsibility for the outstanding mortgage, taxes and insurance. Upon payment Wife will transfer the residence at Post Office Box 463, Heights Road, to Husband and his mother, Louise Regan.

Each party will retain their own pension without claim by the other.

Each party will assume responsibility for their own attorney's fee and agree to divide equally the costs of these proceedings.

1
2 Each party will assume in full a
credit card debt or balances in their individual names.
3
4 Furthermore, the parties hereby
acknowledge that the personal property and their vehicles
5 will be divided to their satisfaction.
6
7 That is the agreement as I
understand it.
8
9 THE MASTER: Mr. Lynn, did Ms.
Hill accurately recite the terms of the agreement as you
10 understand them?
11
12 MR. LYNN: Yes, she did.
13 THE MASTER: With regard to the
issue of divorce itself --
14
15 MRS. HILL: Here is what I was
going to suggest, we have affidavits of consent that have
16 been signed. What I would suggest is that when the court
17 reporter types up these notes, since this will be our only
18 agreement, that I would do a motion with the affidavits to
19 the Court and then all we need is your bill for it to go
20 through, if that is okay?
21
22 THE MASTER: That will be
satisfactory.
23
24 COPY
25

1 WHEREUPON,

2 JEANETTE K. REGAN

3 and

4 LAWRENCE C. REGAN

5 were duly sworn and testified as follows:

6

7 THE MASTER: Ms. Regan, could you

8 state your name for the record, please?

9 MS. REGAN: Jeanette Katherine

10 Regan.

11 THE MASTER: Did you hear the

12 terms of the agreement as recited by Attorney Hill?

13 MS. REGAN: Yes, I did.

14 THE MASTER: Do you understand the

15 terms of that agreement?

16 MS. REGAN: Yes, I do.

17 THE MASTER: Are you willing to

18 accept and abide by the terms of that agreement?

19 MS. REGAN: Yes.

20 THE MASTER: Mr. Regan, state your

21 name for the record, please.

22 MR. REGAN: Lawrence C. Regan.

23 THE MASTER: And, sir, did you

24 hear the terms of the agreement recited by Attorney Hill?

25 MR. REGAN: Yes, I did.

1
2 THE MASTER: You understand the terms of that agreement?
3
4 MR. REGAN: Yes.
5 THE MASTER: Are you willing to accept and abide by those terms?
6
7 MR. REGAN: Yes.
8 THE MASTER: Ms. Hill, anything else on the record.
9
10 MS. HILL: I do not have anything else.
11
12 THE MASTER: Mr. Lynn.
13 MR. LYNN: Nothing for me.
14 THE MASTER: That will conclude the matter.
15
16 Thank you.
17
18 (WHEREUPON, adjourned at 3:30 o'clock, P.M.)
19
20
21 COPY
22
23
24
25

I hereby certify that the proceedings and the evidence in the notes taken by me on the hearing of the above cause are true and correct, and this copy is a correct transcript of the same.

RHONDA T. KOCH
CERTIFIED COURT REPORTER

COPY

B.Eff.

JEANETTE K. REGAN, Plaintiff	:	IN THE COURT OF COMMON PLEAS
VS	:	OF THE 26TH JUDICIAL DISTRICT OF PENNSYLVANIA
	:	COLUMBIA COUNTY BRANCH
LAWRENCE C. REGAN, Defendant	:	CIVIL ACTION - LAW
	:	NO. 851 OF 1995
	:	IN DIVORCE, A.V.M.

APPEARANCES:

SUSAN M. HILL, ESQUIRE, Attorney for Plaintiff.
MICHAEL R. LYNN, ESQUIRE, Attorney for Defendant

STIPULATION

The parties hereto having agreed to a resolution of the above-captioned case, they enter of record the following stipulation:

1. A judgement shall be entered in favor of Mrs. Regan in the amount of $107,867.00 and against Mr. Regan with six percent interest from January 23rd, 1998.

2. The parties' marital residence located at top of Heights Road in Berwick, Pennsylvania will be immediately listed for sale with the J.D. Kile Real Estate agent, specifically with Ron Kile being the agent.

3. The paperwork for the listing will be completed and signed by both parties within five days of today's date.

4. Since both parties reside out of the area and Mr. Regan has a job out of the area, they will provide the real estate agent with keys so that he can show the property in their absence and that they will both cooperate in any way

Ex "B"

necessary with the real estate agent in the listing and sale of the property.

5. The proceeds from the sale of the property after the payment of closing costs will be used first to satisfy the wife's judgement as set forth above. Any proceeds over and above the amount set forth above plus the interest provided for will be the property of the former husband.

6. The property currently in the name of Lawrence Regan will be listed for immediate sale and the proceeds from that sale will be utilized to pay off the judgement in favor of the wife.

7. Until the sale is accomplished, there will be an immediate wage attachment in the amount of $500.00 per month directed at husband's employer, User's Incorporated, Valley Forge, Pennsylvania. Any payments made under the wage attachment will be credited towards the money owed to the wife as designated by the judgement that has been entered.

8. If the proceeds from the sale of these two properties, the New Jersey property and the top of Heights Road property, are not sufficient to satisfy the judgement entered in favor of the wife, then the wage attachment will continue until the judgement is paid in full.

9. Mr. Lawrence Regan shall have a right of first refusal to purchase the property listed by J.D. Kile that is the property at the top of Heights Road to be exercised within

72 hours in writing by Lawrence Regan to the real estate agent at the same terms as at that time offered.

ORDER OF COURT

AND NOW, to wit, this 14th day of October, 1998, upon agreement of counsel, the above stipulation is approved and the parties are directed to comply with the terms and conditions thereof.

BY THE COURT,

HONORABLE SCOTT W. NAUS

■ 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

2. Article Number (Transfer from service label) 7005 0390 0001 2235 7796

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

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:

Jeanette Lake
2224 SIbby Lane
Columbus, OH 43235

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Jeanette K. Regan ☐ Agent ■ Addressee
B. Received by (Printed Name) Jeanette K. Regan C. Date of Delivery 8/19/06
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) 7005 0390 0001 2235 7840

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

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:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Samuel J. Ve[illegible] ☐ Agent ■ Addressee
B. Received by (Printed Name) AUG 14 200[illegible] C. Date of Delivery
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) 7005 0390 0001 2235 7826

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

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:

Washington Mutual Bank
1270 Northland Drive, Ste. 200
Mendota Heights, MN 55120

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ■ Addressee
B. Received by (Printed Name) C. Date of Delivery 8-14-[illegible]
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) 7005 0390 0001 2235 7833

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

OFFICE OF F.A.I.R.
DEPARTMENT OF PUBLIC WELFARE
PO BOX 8016
HARRISBURG, PA 17105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X 133
☐ Agent
☒ Addressee

B. Received by (Printed Name)
C. Date of Delivery
AUG 14 2006

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) 7005 0390 0001 2235 7802

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

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 FEDEAL BUILDING
900 MARKET STREET-5TH FLOOR
PHILADELPHIA, PA 19107

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X 133
☐ Agent
☒ Addressee

B. Received by (Printed Name)
C. Date of Delivery
8/14/06

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. Ar
(Tr
69

PS F

102595-02-M-15

SHERIFF'S SALE
Distribution Sheet

Washington Mutual Bank VS. Lawrence C. Regan and Jeanette K. Lake

NO. 625-2006 JD

NO. 133-2006 ED DATE OF SALE: January 31, 2007

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) January 31, 2007 and (time) 10:30 am, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to James Wall and Thomas Gray for the price or sum of $116,496.86 (One Hundred Sixteen Thousand Four Hundred Ninety Ninety Six and 86/100) Dollars. James Wall and Thomas Gray being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	$ 108,000.00	
Poundage	2,160.00	
Transfer Taxes	6,335.86	
Total Needed to Purchase		$ 116,495.86
Amount Paid Down		11,650.00
Balance Needed to Purchase		104,845.86

EXPENSES:

Columbia County Sheriff - Costs	$ 384.00	
Poundage	2,160.00	$ 2,544.00
Newspaper		727.00
Printing		-0-
Solicitor		75.00
Columbia County Prothonotary		10.00
Columbia County Recorder of Deeds - Deed copy work		41.50
Realty transfer taxes		3,167.93
State stamps		3,167.93
Tax Collector ( )		-0-
Columbia County Tax Assessment Office		5.00
State Treasurer		110.00
Other: Web Posting		150.00
Lien Search Certificate		250.00
Notary		15.00
TOTAL EXPENSES:		$ 10,263.36

Total Needed to Purchase	$ 116,495.86
Less Expenses	10,263.36
Net to First Lien Holder	70,371.08
Plus Deposit	1,350.00
Total to First Lien Holder	$ 71,721.08
Balance to defendant	34,511.42

Sheriff's Office, Bloomsburg, Pa.
Feb. 27, 2007

So answers

Timothy M. Chelak Sheriff

Ex "C"

JEANETTE K. REGAN, Plaintiff	: IN THE COURT OF COMMON PLEAS : OF THE 26th JUDICIAL DISTRICT : OF PENNSYLVANIA
VS	: COLUMBIA COUNTY BRANCH : CIVIL ACTION – LAW
LAWRENCE C. REGAN, Defendant	: NO. 851 of 1995 : IN DIVORCE, A.V.M.

BRIEF IN SUPPORT OF PETITION FOR SPECIAL RELIEF

Petitioner, Jeanette Regan, by and through counsel, Stephen J. Bachman, Esquire, hereby submits the following brief in support of her Petition for Special Relief.

Relevant Facts and Procedural History:

Jeanette K. Regan and Lawrence C. Regan were divorced by Order of this Court on November 25, 1997. The Order incorporated an Agreement entered by the parties on October 23, 1997. Respondent failed to perform his obligations under the Agreement, causing Petitioner to petition the court to enforce the Agreement. The parties thereafter reached a Stipulation entered by the Court on October 14, 1998.

The Stipulation provided for the entry of a judgment in favor of Jeanette Regan and against Lawrence Regan in the amount of $107,867.00, with six percent interest from January 23, 1998. The Stipulation further provided that the marital property of the parties which was located at the top of Heights Road in Berwick be sold and that the proceeds from sale of the property would be used to satisfy wife's judgment as set forth in the Stipulation.

The property failed to sell and was subsequently foreclosed upon, leaving a net balance due to the parties in the amount of $34,511.42.

Respondent has not satisfied the judgment due and owing as provided in the Stipulation entered by the parties, and as of the date of this Petition still owes petitioner an approximate amount of $88,000.00 plus interest as provided for in the Stipulation.

Issue:

Whether payment of the proceeds of Sheriff sale of the parties' marital residence should be made to Petitioner individually where a judgment has been entered against respondent in an amount that exceeds the net proceeds and the Respondent has agreed by previous stipulation that Petitioner should receive the proceeds of sale of the premises.

Suggested answer in the affirmative.

Law and Argument:

23 Pa.C.S.A. §3105(a) states:

> A party to an agreement regarding matters within the jurisdiction of the court under this part, whether or not the agreement has been merged or incorporated into the decree, may utilize a remedy or sanction set forth in this part to enforce the agreement to the same extent as though the agreement had been an order of court except as provided to the contrary in the agreement.

Additionally, the Domestic Relations Act provides the court with numerous remedies that may be implemented after a hearing in which it has found that a party has failed to comply with an order of equitable distribution. These remedies include ordering the transfer or sale of any property required to comply with the Court's order; issuing attachment proceedings towards the party failing to comply, finding the party in civil contempt, committing the offending party to county jail, and awarding counsel fees, among other remedies. See, 23 Pa.C.S.A. §3502.

In the present case, Petitioner is clearly entitled to distribution of the proceeds to herself individually as the Stipulation entered between the parties and entered by the

Court clearly establishes Petitioner's right to the judgment amount, and the judgment remains unsatisfied in an amount far in excess of the balance of proceeds from the sale. Wherefore, Petitioner requests that this Court Order payment of the entire balance of proceeds from the foreclosure sale to herself individually, together with any such other relief as this Court deems just and appropriate.

Respectfully Submitted,

Stephen J. Bachman, Esquire
Counsel for Petitioner
ID#68856
334 South Hanover Street
Nanticoke, PA 18634
(570)735-3733

2007-0094

JEANETTE K. REGAN, Plaintiff	: IN THE COURT OF COMMON PLEAS : OF THE 26th JUDICIAL DISTRICT : OF PENNSYLVANIA
VS	: COLUMBIA COUNTY BRANCH
LAWRENCE C. REGAN, Defendant	: CIVIL ACTION – LAW : NO. 851 of 1995 : IN DIVORCE, A.V.M.

ORDER

AND NOW, this 20th day of June, 2007, upon consideration of the Plaintiff's Petition for Special Relief, filed of record May 16, 2007 and incorporated by reference hereto, and upon further demonstration by the May 24, 2007 Proof of Process Service, a copy of which is attached hereto as Exhibit "A", indicating that on May 23, 2007 Defendant was served with said Petition and the May 15th Rule Returnable of this Court, and it being further noted that Defendant has failed to file a response as required by the Rule Returnable;

IT IS HEREBY ORDERED that the balance of proceeds of the tax sale of the marital property foreclosed upon to Case Numbers 625-2006 JD and 133-2006 ED are awarded to Plaintiff, Jeanette K. Regan. It is further ORDERED that the Comlubia County Sheriff's Office is directed to make payment of any said balance of Proceeds to Plaintiff individually.

BY THE COURT:

/S/ Scott W. Naus

J.

Hunterdon County Sheriff's Office
PROOF OF PROCESS SERVICE

Plaintiff JEANETTE K. REGAN

Defendant LAWRENCE C. REGAN

Service # 1 of 1 Services
Docket # CV-95-851
Sheriff's # **S 20331**

Common Pleas
Pennsylvania
COLUMBIA COU

Person/Corporation to Serve
LAWRENCE C. REGAN

158 WERTSVILLE ROAD
RINGOES, NJ 08551
Alternate Address

Papers to Serve
RULE RETURNABLE
PETITION FOR SPECIAL RELIEF
VERIFICATION
ORDER OF COURT
BRIEF IN SUPPORT OF PETITION FOR SPECIAL RELIEF

I, WILLIAM D. DOYLE, SHERIFF OF HUNTERDON COUNTY DO HEREBY DEPUTIZE AND APPOINT S/I JASON A. MARRERO A DULY SWORN OFFICER TO EXECUTE AND RETURN THE DOCUMENTS ACCORDING TO LAW.

Sheriff Fees $31.00

WITNESS BY HAND AND SEAL

William D. Doyle

WILLIAM D. DOYLE Sheriff

Date of Service 5/23/2007
Time of Service 2:25 PM
Attempts

Defendant LAWRENCE C. REGAN
158 WERTSVILLE ROAD
RINGOES, NJ 08551

Delivered To LAWRENCE C. REGAN
Relationship SELF

Race W Sex M Height 5'8" Weight 175 Eyes BLUE Hair BRO Age 50 Military NO

Type of Service PERSONAL SERVICE AT PLACE OF ABODE

IDENTIFICATION PROVIDED-PADL#22944138

I, S/I JASON A. MARRERO WAS ABLE TO SERVE THE WITHIN DOCUMENTS AND/OR A TRUE COPY THEREOF.

DELUCA LAW OFFICES
334 SOUTH HANOVER STREET
NANTICOKE, PENNSYLVANIA 18634

Steven Bachman, Atty

S/I Jason A. Marrero

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 24th DAY OF May 2007

Debra Dorothy Van Horn

Debra Dorothy Van Horn
Notary Public of New Jersey
My Commission Expires 6 / 14 / 2011

SHERIFF'S SALE
Distribution Sheet

Washington Mutual Bank VS. Lawrence C. Regan and Jeanette K. Lake

NO. 625-2006 JD

NO. 133-2006 ED

DATE OF SALE: January 31, 2007

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) January 31, 2007 and (time) 10:30 am, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to James Wall and Thomas Gray for the price or sum of $116,496.86 (One Hundred Sixteen Thousand Four Hundred Ninety Ninety Six and 86/100) Dollars. James Wall and Thomas Gray being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	$ 108,000.00	
Poundage	2,160.00	
Transfer Taxes	6,335.86	
Total Needed to Purchase		$ 116,495.86
Amount Paid Down		11,650.00
Balance Needed to Purchase		104,845.86

EXPENSES:

Columbia County Sheriff - Costs	$ 384.00	
Poundage	2,160.00	$ 2,544.00
Newspaper		727.00
Printing		-0-
Solicitor		75.00
Columbia County Prothonotary		10.00
Columbia County Recorder of Deeds - Deed copy work		41.50
Realty transfer taxes		3,167.93
State stamps		3,167.93
Tax Collector ( )		-0-
Columbia County Tax Assessment Office		5.00
State Treasurer		110.00
Other: Web Posting		150.00
Lien Search Certificate		250.00
Notary		15.00
TOTAL EXPENSES:		$ 10,263.36

Total Needed to Purchase	$ 116,495.86
Less Expenses	10,263.36
Net to First Lien Holder	70,371.08
Plus Deposit	1,350.00
Total to First Lien Holder	$ 71,721.08
Balance to defendant	34,511.42

Sheriff's Office, Bloomsburg, Pa.
Feb. 27, 2007

So answers

Timothy A. Chelak Sheriff

SHERIFF'S SALE
Distribution Sheet

_____ VS. _____

NO. _____ JD

NO. _____ ED

DATE OF SALE: Jan. 31, 2

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) Jan 31 and (time) 10:00, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to [illegible] for the price or sum of [illegible] Dollars. [illegible] being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	$ [illegible]	
Poundage	2160.00	
Transfer Taxes	[illegible]	
Total Needed to Purchase		$ [illegible]
Amount Paid Down		[illegible]
Balance Needed to Purchase		[illegible]

EXPENSES:

Columbia County Sheriff - Costs	$ [illegible]	
Poundage	[illegible]	$ 2544.00
Newspaper		727.00
Printing		[illegible]
Solicitor		[illegible]
Columbia County Prothonotary		10.00
Columbia County Recorder of Deeds - Deed copy work		[illegible]
Realty transfer taxes		3167.75
State stamps		53.75
Tax Collector ( )		[illegible]
Columbia County Tax Assessment Office		[illegible]
State Treasurer		110.00
Other: [illegible]		[illegible]
[illegible]		250.00
Notary		15.00
TOTAL EXPENSES:		$ 10263.36

Total Needed to Purchase	$ [illegible]
Less Expenses	10263.36
Net to First Lien Holder	[illegible]
Plus Deposit	1350.00
Total to First Lien Holder	$ [illegible]

Sheriff's Office, Bloomsburg, Pa.

So answers [illegible] $ [illegible]

_____ Sheriff

MAIN STREET OFFICE
16 West Main Street
Bloomsburg, PA 17815-1703
570.389.0663 telephone
570.389.8027 facsimile

Susan M. Hill
Wm. Kim Hill

HARDING & HILL LLP
ATTORNEYS AT LAW

THIRD STREET OFFICE
38 West Third Street
Bloomsburg, PA 17815-1707
570.784.6770 telephone
570.784.6075 facsimile

Elwood R. Harding
P. Jeffrey Hill

February 26, 2007

Sheriff Tim Chamberlain
Columbia County Sheriff's Office
Columbia County Courthouse
West Main Street
Bloomsburg, PA 17815

Re: Washington Mutual Bank Foreclosure – Regan/Lake

Dear Tim:

With reference to the above sale, it is my understanding that the affidavit filed by the lender indicates no other liens to be paid from the proceeds of the sale. Accordingly, the proceeds in excess of the debt, taxes and costs are payable to the property owners, Lawrence C. Regan and Jeanette Lake. If you have any further questions, please contact me.

Sincerely,

Elwood R. Harding, Jr.

ERH:djs

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

Washington Mutual Bank Plaintiff VS. **LAWRENCE C. REGAN AND JEANETTE K. LAKE** Defendants	**No. 2006-CV-625 MF** **MORTGAGE FORECLOSURE**

CLAIM

To The Sheriff of Columbia County, PA:

Washington Mutual Bank, does hereby file a claim against the proceeds of a Sheriff's Sale entered to the above number held on January 31, 2007, of the premises situate at Heights Road, Berwick, PA 18603, Columbia County, Pennsylvania. Washington Mutual Bank is the holder of a mortgage dated July 26, 1998, which mortgage is recorded on July 27, 1998in Mortgage Book Volume 413, Page 537, Columbia County Records. Washington Mutual Bank claims as follows.

Principal	$67,074.08
Interest	$3,297.00
Late Charge	----------
Escrow Due	----------
Attorney Fees	
Claim	----------
TOTAL	**$70,371.08**

Dated: February 22, 2007

Lauren R. Tabas, Esquire
Attorney for Plaintiff
Attorney ID: 93337
Shapiro & Kreisman, LLC
3600 Horizon Drive, Ste 150
King of Prussia, PA 19406

FORM L07140-0406
0000007 29

CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
New Jersey

No. 0953745

55-760/312

DATE FEBRUARY 08, 2007

PAY TO THE ORDER OF COLUMBIA COUNTY SHERIFF'S OFFICE $ 104,845.86

**********104,845.86********** DOLLARS

Security features included. Details on back.

THOMAS J GRAY
REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

MP

⑈0953745⑈ ⑆031207607⑆ 8010001302⑈

FORM103721-0406
00090510

PNC BANK
PNC Bank, National Association
Northeast PA

CASHIER'S CHECK

No. 2606807

60-1/313

DATE JANUARY 31, 2007

PAY TO THE ORDER OF COLUMBIA COUNTY SHERIFF'S OFFICE $ 11,650.00

ELEVEN THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS

Security Features Included Details on back

THOMAS J GRAY

REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

⑈02606807⑈ ⑆031300012⑆ 9015003061⑈

SHERIFF'S SALE COST SHEET

[illegible] VS. [illegible]
NO. [illegible] ED NO. 625-95 JD DATE/TIME OF SALE [illegible] 1030

DOCKET/RETURN	$15.00	
SERVICE PER DEF.	$ 150.00	
LEVY (PER PARCEL	$15.00	
MAILING COSTS	$ 32.50	
ADVERTISING SALE BILLS & COPIES	$17.50	
ADVERTISING SALE (NEWSPAPER)	$15.00	
MILEAGE	$ 24.00	
POSTING HANDBILL	$15.00	
CRYING/ADJOURN SALE	$10.00	
SHERIFF'S DEED	$35.00	
TRANSFER TAX FORM	$25.00	
DISTRIBUTION FORM	$25.00	
COPIES	$ 5.00	
NOTARY	$ 15.00	
TOTAL **********		$ 379.00

WEB POSTING	$150.00	
PRESS ENTERPRISE INC.	$ [illegible]	
SOLICITOR'S SERVICES	$75.00	
TOTAL **********		$ [illegible]

PROTHONOTARY (NOTARY)	$10.00	
RECORDER OF DEEDS	$ [illegible]	
TOTAL **********		$ 51.50

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20__	$ [illegible]	
SCHOOL DIST. 20__	$ [illegible]	
DELINQUENT 20__	$ 5.00	
TOTAL **********		$ 5.00

MUNICIPAL FEES DUE:

SEWER 20__	$	
WATER 20__	$	
TOTAL **********		$ -0-

SURCHARGE FEE (DSTE)		$ 11.00
MISC.	$	
	$	
TOTAL **********		$ -0-

TOTAL COSTS (OPENING BID) $ [illegible]

[illegible]

SK

SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
KEVIN DISKIN+
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABAS +
ILANA ZION
+ Also Licensed in New Jersey

October 24, 2006

Office of the Sheriff of Columbia County
Fax #: 570-389-5625

Re: Washington Mutual Bank vs. Lawrence C. Regan and Jeanette K. Lake
C.P. #2006 CV 625 MF,
Sale Date: October 25, 2006
Our File # 06-26604

Dear Sir or Madam:

Kindly continue the above-referenced sale for **90 days**. Please Notify me of the new sale date as soon as possible .

Thank you for your anticipated cooperation. If you have any questions or problems, please do not hesitate to contact me directly.

Very truly yours,

Heather Doyle

Heather Doyle
Legal Assistant

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 October 4, 11, 18, 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 18th day of October 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.

.....

SK

SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
KEVIN DISKIN
Managing Attorney
DANIELLE BOYLE-EBERSOLE + *
MEGAN D.H. SMITH + ~
LAUREN R. TABAS +
ILANA ZION
+ Also Licensed in New Jersey
~ Also Licensed in New York
** Also Licensed in Michigan*

Columbia Couty Clerk
35 West Main Street
P.O. Box 380
Bloomsburg, PA 17815

Re: Washington Mutual Bank vs.
Lawrence C. Regan and Jeanette K. Lake
CCP # 2006 CV 625 MF
Sale Date: October 25, 2006

To whom it may concern:

Enclosed please find our Certification of Notice to Lienholders. Kindly file the same.

If you have any questions on this, please don't hesitate to call.

Sincerely,

Heather Doyle

Heather Doyle
Legal Assistant

S&K # 06-26604
Enclosures

cc: Columbia County Sheriff
35 West Main Street
Bloomsburg, PA 17815

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank PLAINTIFF VS. Lawrence C. Regan and Jeanette K. Lake DEFENDANT(S)	COURT OF COMMON PLEAS COLUMBIA COUNTY NO: 2006 CV 625 MF

CERTIFICATION OF NOTICE TO LIENHOLDERS PURSUANT TO PA R.C.P 3129.2 (C) (2)

I, Heather Doyle, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Washington Mutual Bank, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on September 13, 2006, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY: Heather Doyle
Heather Doyle
Legal Assistant

06-26604

Name and Address of Sender

Shapiro & Kreisman, LLC
3600 Horizon Drive, Ste 150
King of Prussia, PA 19406

Check type of mail or service:

- ☐ Certified
- ☐ COD
- ☐ Delivery Confirmation
- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt

	Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	De-26604	Columbia Co. Dom. Rel 15 Perry Ave PO Box 380 Bloomsburg, PA 17815											
2.													
3.		Tenant/Occupant Heights Rd Berwick, PA 18603											
4.													
5.													
6.													
7.													
8.													

UNITED STATES POSTAGE
PITNEY BOWES
02 1A
0004236189
$ 01.90⁰
SEP 13 2008
MAILED FROM ZIP CODE 19406

Total Number of Pieces Listed by Sender: 2

Total Number of Pieces Received at Post Office: 2

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

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.

WASINGTON MUTUAL BANK

VS.

LAWRENCE REGAN & JEANETTE LAKE

WRIT OF EXECUTION #133 OF 2006 ED

POSTING OF PROPERTY

September 20, 2006 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE PROPERTY OF LAWRENCE REGAN & JEANETTE LAKE AT 2732 HEIGHTS ROAD. BERWICK COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY SHERIFF PAUL D'ANGELO.

SO ANSWERS:

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 20TH DAY OF SEPTEMBER 2006

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

TIMOTHY T. CHAMBERLAIN

PHONE
(570) 389-5622

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

24 HOUR PHONE
(570) 784-6300

WASHINGTON MUTUAL BANK **133ED2006**

VS

LAWRENCE C. REGAN
JEANETTE K. LAKE

AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, SEPTEMBER 20, 2006, THE WITHIN MORTGAGE FORECLOSURE WAS SERVED BY CERTIFIED MAILING TO JEANETTE LAKE AT 2224 SIBBY LANE, COLUMBUS WITH JEANETTE REGAN SIGNING FOR 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 20, 2006

Wendy Westover
NOTARY PUBLIC

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

Timothy T. Chamberlain
X
TIMOTHY T. CHAMBERLAIN
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

WASHINGTON MUTUAL BANK

VS

LAWRENCE C. REGAN
JEANETTE K. LAKE

Docket # 133ED2006

MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, AUGUST 25, 2006, AT 10:45 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON LAWRENCE REGAN AT GIANT PARKING LOT, BRIAR CREEK PLAZA BY HANDING TO LAWRENCE REGAN, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

Timothy T. Chamberlain

SHERIFF TIMOTHY T. CHAMBERLAIN

SWORN AND SUBSCRIBED BEFORE ME
THIS MONDAY, AUGUST 28, 2006

Wendy Westover

NOTARY PUBLIC

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

X

P. D'ANGELO
DEPUTY SHERIFF

SK

SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
KEVIN DISKIN+
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABAS +
ILANA ZION
+ Also Licensed in New Jersey

December 13, 2006

Prothonotary's Office
Columbia Couty Clerk
35 West Main Street
P.O. Box 380
Bloomsburg, PA 17815

COPY

RE: Washington Mutual Bank vs. Jeanette K. Lake and Lawrence C. Regan
Docket No: 2006 CV 625 MF
S & K File No: 06-26604

Enclosed please find an Affidavit of Service to be filed in the above-referenced action.

Upon filing, please forward to this office in the enclosed, self-addressed stamped envelope, a timed stamped copy of the document.

Should you have any questions, or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

SHAPIRO & KREISMAN, LLC

Heather Doyle

Heather Doyle
Legal Assistant

Enclosure

Washington Mutual Bank

Plaintiff

vs.

Lawrence C. Regan & Jeanette K. Lake

Defendant

COURT OF COMMON PLEAS COLUMBIA COUNTY

DOCKET NO.: 2006 CV 625 MF

Person to be served (Name & Address):
Jeanette K. Lake
2224 Sibby Lane
Columbus, OH 43235

Attorney: File#: 06-26604
Lauren R. Tabas, Esquire
Shapiro & Kraisman, LLC
3600 Horizon Dr., Suite 150
King of Prussia, PA 19406 Ph: 610-278-6800

AFFIDAVIT OF SERVICE
(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

$_____

Papers Served:
Notice of Sheriff's Sale

Service Data:
Served Successfully ✓ Not Served _____

Date: 12-6-06 Time: 11:40 am

✓ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

_____ Left a copy at his/her dwelling place or usual place of abode by delivering same to a competent household member over 14 years of age residing therein
(Indicate name & relationship at right)

_____ Left a copy with a person authorized to accept service, e.g., managing agent, registered agent, etc.
(Indicate name & official title at right)

Actual place of service:

2224 Sibby Lane
Columbus, OH 43235

served at wk. IBM 4499 Fisher Rd. Col., Ohio

Description of Person Accepting Service:

Sex: F Age: 45 Height: 5'5" Weight: 160 Skin Color: W Hair Color: Brn

Unserved:

_____ Defendant is unknown at the address furnished by the attorney
_____ All reasonable inquiries suggest defendant moved to an undetermined address
_____ No such street in municipality
_____ No response on: _____ Date _____ Time
_____ Date _____ Time _____ Date _____ Time
_____ Other: _____ Comments or Remarks _____

Server Data:

Subscribed and Sworn to me this 6 day of Dec 06

Notary Public

Name of Notary / commission expiration

I, Ron A. T. Tidy, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

12-6-06
Date

Default Express Services, Inc. - (Our File#: 953)
13000 RT. 73, Suite 107, Four Greentree Centre,
Marlton, NJ 08053
856.985.3340

2

COLUMBIA COUNTY SHERIFF'S OFFICE
PROCESS SERVICE ORDER

SAT CALL IN AM

609-273-2545

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 8/10/2006

SERVICE# 1 - OF - 11 SERVICES
DOCKET # 133ED2006

PLAINTIFF WASHINGTON MUTUAL BANK

DEFENDANT LAWRENCE C. REGAN
JEANETTE K. LAKE

ATTORNEY FIRM SHAPIRO AND KREISMAN

PERSON/CORP TO SERVED
LAWRENCE REGAN
2732 HEIGHTS ROAD
BERWICK

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON _____

RELATIONSHIP _____ IDENTIFICATION _____

DATE 08.25.06 TIME 1045 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) GIANT PARKING LOT
BRIAR CREEK PLAZA

ATTEMPTS

DATE	TIME	OFFICER	REMARKS
08.11.06	1040	DANGELO	L/L
08.15.06	1315	DANGELO	L/L
08.17.06	1520	DANGELO	(AND STILL THERE)
08.21.06	1230	"	"

DEPUTY [signature] DATE 08.25.06

COLUMBIA COUNTY SHERIFF'S OFFICE
PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 8/10/2006

SERVICE# 4 - OF - 11 SERVICES
DOCKET # 133ED2006

PLAINTIFF WASHINGTON MUTUAL BANK

DEFENDANT LAWRENCE C. REGAN
JEANETTE K. LAKE

ATTORNEY FIRM SHAPIRO AND KREISMAN

PERSON/CORP TO SERVED
JOAN ROTHERY-TAX COLLECTOR
122 TWIN CHURCH ROAD
BERWICK

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON POSTED

RELATIONSHIP _____ IDENTIFICATION _____

DATE 08.11.06 TIME 1020 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 08.11.06

COUNTY OF COLUMBIA

REAL ESTATE TAX CERTIFICATION

Date: 08/16/2006 Fee: $5.00 Cert. NO: 2345

REGAN LAWRENCE C
JEANETTE K LAKE
P O BOX 463
BERWICK PA 18603

District: BRIARCREEK TWP
Deed: 0413 -0530
Location: 2732 HEIGHTS RD
Parcel Id: 07 -03 -021-00,000

Assessment: 91,295
Balances as of 08/16/2006

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

By: Timothy T. Chamberlain, Sheriff Per: dm.

COLUMBIA COUNTY SHERIFF'S OFFICE
PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 8/10/2006

SERVICE# 8 - OF - 11 SERVICES
DOCKET # 133ED2006

PLAINTIFF WASHINGTON MUTUAL BANK

DEFENDANT LAWRENCE C. REGAN
JEANETTE K. LAKE

ATTORNEY FIRM SHAPIRO AND KREISMAN

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

SERVED UPON Joe Miller

RELATIONSHIP Clerk IDENTIFICATION _____

DATE 8-15-6 TIME 1000 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE	TIME	OFFICER	REMARKS

DEPUTY [signature] DATE 8-15-6

COLUMBIA COUNTY SHERIFF'S OFFICE
PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 8/10/2006

SERVICE# 5 - OF - 11 SERVICES
DOCKET # 133ED2006

PLAINTIFF WASHINGTON MUTUAL BANK

DEFENDANT LAWRENCE C. REGAN
JEANETTE K. LAKE

ATTORNEY FIRM SHAPIRO AND KREISMAN

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Leslie Lewis

RELATIONSHIP Business Service IDENTIFICATION _____

DATE 8-15-6 TIME 1610 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE	TIME	OFFICER	REMARKS

DEPUTY _____ DATE 8-15-6

TAX NOTICE 2006 SCHOOL REAL ESTATE
BRIAR CREEK TOWNSHIP
MAKE CHECKS PAYABLE TO:
JOAN M. ROTHERY
122 TWIN CHURCH ROAD
BERWICK, PA 18603

HOURS Tue & Thur 6pm-9pm
Wed 1pm-4pm and 6pm-9pm
Nov & Dec: Wed hours only
PHONE 570-759-2118

FOR BERWICK AREA SCHOOL DISTRICT DATE 07/01/2006 BILL# 001303

DESCRIPTION	ASSESSMENT	RATE	LESS DISC	AMOUNT FACE	INC PENALTY
REAL ESTATE	91295	47.100	4213.99	4299.99	4729.99
PAY THIS AMOUNT			4213.99 Aug 31 IF PAID ON OR BEFORE	4299.99 Oct 31 IF PAID ON OR BEFORE	4729.99 Nov 1 IF PAID AFTER

The 2% discount and 10% penalty have been computed for your convenience. Taxes are due now and payable. Prompt payment is requested. This tax notice must be returned with your payment. For a receipt, enclose a SASE.

NO REFUNDS UNDER $5.00

MAIL TO
REGAN LAWRENCE C
JEANETTE K LAKE
P O BOX 463
BERWICK PA 18603

PROPERTY DESCRIPTION
PARCEL 07 03 02100000 1ST A
2732 HEIGHTS RD 9445.00
0413-0530 B1850.00
5.00 ACRES

ACCT. 9014
SCHOOL PENALTY 10%
DELINQUENT TAX TO
COURTHOUSE DEC 15

Copy 2 MAKE SEPARATE CHECKS FOR SCHOOL PAYMENT

REAL ESTATE OUTLINE

ED # 133-06

DATE RECEIVED 8-15-06
DOCKET AND INDEX 8-17-06

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# 170451

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

SALE DATE [illegible] TIME [illegible]
POSTING DATE Sept. 06
ADV. DATES FOR NEWSPAPER 1ST WEEK Oct. 4
2ND WEEK "
3RD WEEK "

SHERIFF'S SALE

WEDNESDAY OCTOBER 25, 2006 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 133 OF 2006 ED AND CIVIL WRIT NO. 625 OF 2006 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point approximately 628 feet south 20 degrees West of a chestnut stump on the corner of the property of the Wise Potato Chip Co. and S.E. Fenstermacher; thence South 88 degrees 8 minutes East for a distance of 376 feet; thence North 71 degrees 38 minutes East a distance of 147 feet to the property line of Harold Smith (Tract #3), thence South 2 degrees 47 minutes East a distance of 517.4 feet; thence North 88 degrees 7 minutes West a distance of 570 feet; thence North 1 degrees 37 minutes East a distance of 465 feet to the point of beginning.

Containing 5.89 acres (Tract #3 above referred to being Tract #3 as more particularly described on map designated as "Berwick Heights -Briar Creek Twp., Col. Co. - scale 1 in. = 100 ft. - surveyed 2/27/18 - H.G. Shulde, R.E") together with the roadways, right to the joint use of roadway, dominant easement for the purpose of a water supply, and definition of roadways as more specifically outlined and set forth in the deed to the grantor.

BEING the same premises which Leo C. Partyka, MD and Helen D. Partyka, his wife, by Deed dated July 26, 1988 and recorded July 27, 1988 in the Recorder's Office of Columbia County in Deed Book Volume 413, page 530, granted and conveyed unto Lawrence C. Regan and Jeanette K. Lake.

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
Lauren R. Tabas
3600 Horizon Drive
King of Prussia, PA 19406

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

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Plaintiff's Attorney
Lauren R. Tabas
3600 Horizon Drive
King of Prussia, PA 19406

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS

Washington Mutual Bank
PLAINTIFF

No: 2006 CV 625 MF
2006-ED-133

VS.

Lawrence C. Regan and Jeanette K. Lake
DEFENDANT(S)

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

TO THE SHERIFF OF COLUMBIA COUNTY:

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

Heights Road, Berwick, PA 18603
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due $67,074.08

Interest from July 28, 2006 to

_____ $_____

Costs to be added

Seal of Court

Date: 8/9/06

Fani B. Kline/EAB
PROTHONOTARY

Elizabeth T. Brown
Deputy Prothonotary

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank PLAINTIFF vs. Lawrence C. Regan and Jeanette K. Lake DEFENDANTS	COURT OF COMMON PLEAS COLUMBIA COUNTY NO: 2006 CV 625 MF 2006-ED-133

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Lawrence C. Regan
2732 Heights Road
Berwick, PA 18603

Your house (real estate) at:

2732 Heights Road, Berwick, PA 18603
07-03-021

is scheduled to be sold at Sheriff's Sale on _____ at:

Columbia County Sheriff's County
35 West Main Street
Bloomsburg, PA 17185

at _____, to enforce the court judgment of $67,074.08 obtained by Washington Mutual Bank against you.

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

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

1. The sale will be cancelled if you pay back to Washington Mutual Bank the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: (610) 278-6800.

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 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 of 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.

4. 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 (610) 278-6800.

5. 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.

6. 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 (570) 389-5622.

7. 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.

8. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer.

   At that time, the buyer may bring legal proceedings to evict you.

9. You may be entitled to a share of the money, which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days from the date of the sale. This schedule will state who will be receiving the 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 date of filing of said schedule.

10. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale.

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

Columbia County Lawyer Referral Service
North Penn Legal Services
168 East 5th Street
Bloomsburg, PA 17815

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

06-26604

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SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank PLAINTIFF vs. Lawrence C. Regan and Jeanette K. Lake DEFENDANTS	COURT OF COMMON PLEAS COLUMBIA COUNTY NO: 2006 CV 625 MF

AFFIDAVIT PURSUANT TO RULE 3129.1

Washington Mutual Bank, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at Heights Road, Berwick, PA 18603.

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

   Lawrence C. Regan
   2732 Heights Road
   Berwick, PA 18603

   Jeanette K. Lake
   2224 Sibby Lane
   Columbus, OH 43235

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

   Lawrence C. Regan
   2732 Heights Road
   Berwick, PA 18603

   Jeanette K. Lake
   2224 Sibby Lane
   Columbus, OH 43235

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

   Washington Mutual Bank
   1270 Northland Drive, Suite 200
   Mendota Heights, MN 55120

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

Washington Mutual Bank
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

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:

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

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:

TENANT OR OCCUPANT
Heights Road
Berwick, PA 18603

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.

SHAPIRO & KREISMAN, LLC

BY Lauren Tabas
Lauren R. Tabas, Esquire

06-26604

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BEING the same premises which Leo C. Partyka, MD and Helen D. Partyka, his wife, by Deed dated July 26, 1988 and recorded July 27, 1988 in the Recorder's Office of Columbia County in Deed Book Volume 413, page 530, granted and conveyed unto Lawrence C. Regan and Jeanette K. Lake.

ALL THAT CERTAIN piece or parcel of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point approximately 628 feet south 20 degrees West of a chestnut stump on the corner of the property of the Wise Potato Chip Co. and S.E. Fenstermacher; thence South 88 degrees 8 minutes East for a distance of 376 feet; thence North 71 degrees 38 minutes East a distance of 147 feet to the property line of Harold Smith (Tract #3), thence South 2 degrees 47 minutes East a distance of 517.4 feet; thence North 88 degrees 7 minutes West a distance of 570 feet; thence North 1 degrees 37 minutes East a distance of 465 feet to the point of beginning.

Containing 5.89 acres (Tract #3 above referred to being Tract #3 as more particularly described on map designated as "Berwick Heights - Briar Creek Twp., Col. Co. - scale 1 in. = 100 ft. - surveyed 2/27/18 - H.G. Shulde, R.E") together with the roadways, right to the joint use of roadway, dominant easement for the purpose of a water supply, and definition of roadways as more specifically outlined and set forth in the deed to the grantor.

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SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank PLAINTIFF vs. Lawrence C. Regan and Jeanette K. Lake DEFENDANT(S)	COURT OF COMMON PLEAS CIVIL DIVISION COLUMBIA COUNTY NO:2006 CV 625 MF

CERTIFICATION OF ADDRESS

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

Washington Mutual Bank
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Lawrence C. Regan
2732 Heights Road
Berwick, PA 18603

Jeanette K. Lake
2224 Sibby Lane
Columbus, OH 43235

SHAPIRO & KREISMAN, LLC

BY: Lauren Tabas
Lauren R. Tabas, Esquire
Attorney for Plaintiff

06-26604

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
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Washington Mutual Bank PLAINTIFF vs. Lawrence C. Regan and Jeanette K. Lake DEFENDANTS	COURT OF COMMON PLEAS COLUMBIA COUNTY NO: 2006 CV 625 MF

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I hereby certify that I am the Attorney of record for the Plaintiff in this Action against Real Property and further certify this Property is:

_____ FHA - Tenant Occupied or Vacant
_____ Commercial
_____ As a result of a Complaint in Assumpsit
___X___ That the Plaintiff has complied in all respects with Section 403 of the Mortgage Assistance Act including but not limited to:

(a) Service of notice on Defendant(s)
(b) Expiration of 30 days since the service of notice
(c) Defendant(s) failure to request or appear at meeting with Mortgagee or Consumer Credit Counseling Agency
(d) Defendant(s) failure to file application with Homeowners Emergency Assistance Program.

I further agree to indemnify and hold harmless the Sheriff of Columbia county for any false statement given herein.

SHAPIRO & KREISMAN, LLC

BY: Lauren Tabas
Lauren R. Tabas, Esquire
93337

SHAPIRO & KREISMAN, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
Telephone: (610) 278-6800
Facsimile: (610) 278-9980

Columbia County Sheriff
35 West Main Street
Bloomsburg, PA 17815

Re: Washington Mutual Bank vs. Lawrence C. Regan and Jeanette K. Lake
CIVIL ACTION NO. 2006 CV 625 MF
OUR FILE NO. 06-26604

Sir/Madam:

Please serve the NOTICE OF SALE upon the following Defendants at the addresses provided:

Lawrence C. Regan
2732 Heights Road
Berwick, PA 18603

*****Attorney is obtaining Out-of-State Service of Jeanette K. Lake*****

Upon service, please forward to this office in the enclosed self-addressed stamped envelope, a copy of your Sheriff's Return.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Heather Doyle

Heather Doyle
Legal Assistant

Enclosures

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120
PLAINTIFF
VS.
Lawrence C. Regan and Jeanette K. Lake
DEFENDANT(S)

COURT OF COMMON PLEAS
COLUMBIA COUNTY

2006 CV 625 MF

STATE OF: Pennsylvania

COUNTY OF: Montgomery

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon information contained in the records of the Plaintiff or servicing agent of the Plaintiff and that the above captioned Defendants last known address is as set forth in the caption and they are not to the best of our knowledge, information or belief, in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

SHAPIRO & KREISMAN, LLC

By: Lauren Tabas
Lauren R. Tabas, Esquire

Sworn to and subscribed

before me this 8th day

of August, 2006.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RICHARD D. MAYALL, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 8, 2008

WAIVER OF WATCHMAN/WAIVER OF INSURANCE – Any Deputy Sheriff levying upon or attaching any property under which writ may leave same without a watchman, in custody or whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof; and the Sheriff is hereby releases from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Lauren R. Tabas, Esquire, Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-26604

Washington Mutual Bank PLAINTIFF vs. Lawrence C. Regan and Jeanette K. Lake DEFENDANTS	COURT OF COMMON PLEAS COLUMBIA COUNTY NO: 2006 CV 625 MF 2006-ED-133

AFFIDAVIT PURSUANT TO RULE 3129.1

Washington Mutual Bank, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at Heights Road, Berwick, PA 18603.

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

   Lawrence C. Regan
   2732 Heights Road
   Berwick, PA 18603

   Jeanette K. Lake
   2224 Sibby Lane
   Columbus, OH 43235

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

   Lawrence C. Regan
   2732 Heights Road
   Berwick, PA 18603

   Jeanette K. Lake
   2224 Sibby Lane
   Columbus, OH 43235

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

   Washington Mutual Bank
   1270 Northland Drive, Suite 200
   Mendota Heights, MN 55120

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

Washington Mutual Bank
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

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:

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

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:

TENANT OR OCCUPANT
Heights Road
Berwick, PA 18603

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.

SHAPIRO & KREISMAN, LLC

BY Lauren Tabas
Lauren R. Tabas, Esquire

06-26604

Shapiro & Kreisman, LLC
General Business Account
3600 Horizon Drive
Suite 150
King of Prussia, PA 19406

LaSalle Bank N.A.
Chicago IL 60603

170451

2-50/710

Pay This Amount

One Thousand Three Hundred Fifty and No/100 Dollars

Check Date 08/08/06

Check Amount *****$1,350.00

Check Void After 90 Days

Re: 06-26604 / 5008224882 / DH

Pay to the order of

SHERIFF OF COLUMBIA COUNTY
P.O. BOX 380
BLOOMSBURG, PA 17815

⑈170451⑈ ⑆071000505⑆ 5201147419⑈