### SHERIFF'S SALE COST SHEET

1991/2 of America V	s. builtie	or white	·	
NO. 106-67 ED NO. 653-67 J	D DATE/TIN	ME OF SALE	3 Magail	
		_		
DOCKET/RETURN	\$15.00			
SERVICE PER DEF.	\$ 165,00			
LEVY (PER PARCEL	\$15.00			
MAILING COSTS	\$ 32,50	-		
ADVERTISING SALE BILLS & COPIES	\$17.50			
ADVERTISING SALE (NEWSPAPER) MILEAGE	\$15.00			
POSTING HANDBILL	\$ 10,00			
CRYING/ADJOURN SALE	\$15.00			
SHERIFF'S DEED	\$10.00			
TRANSFER TAX FORM	\$35.00			
DISTRIBUTION FORM	<del>\$25.0</del> 0 \$ <del>25.00</del>			
COPIES	\$ 5,50			
NOTARY	S 10,00			
TOTAL *******	*******	e3/1.50		
1011112		\$ 0/0/3C		
WEB POSTING	\$150.00			
PRESS ENTERPRISE INC.	\$			
SOLICITOR'S SERVICES	\$75.00			
TOTAL *******		\$ 150,00		
PROTHONOTARY (NOTARY)	\$1 <del>0.00</del>			
RECORDER OF DEEDS	\$			
TOTAL ********	*****	\$		
B. W. J. D. B.				
REAL ESTATE TAXES:	_			
BORO, TWP & COUNTY 20	\$			
SCHOOL DIST. 20	\$			
DELINQUENT 20 TOTAL *******	S			
IUIAL *********	****	\$_>,00		
MUNICIPAL FEES DUE:				
	2			
WATER 20	\$			
SEWER 20 WATER 20 TOTAL ********	*****	8-0-		
SURCHARGE FEE (DSTE)		\$ 120,00		
MISC	S	·		
	\$			
SURCHARGE FEE (DSTE) MISC TOTAL ************************************	******	\$ <u>~~</u>	1350	$D_{\sigma_I}$
			\$585,50 -764,50	
TOTAL COSTS (OP)	ENING BID)		\$ 182120	
			2011 -1	
			76415	

THE LAW Offices of

1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966

### GREGORY JAVARDIAN

Phone: (215) 942-9690 Fax: (215) 942-9695

July 5, 2007

Sheriff's Office Columbia County Courthouse, P.O. Box 380 Bloomsburg, PA 17815

Attention: Tim

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK Re:

v. WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

No. 2007-CV-652

Premises: 600 SCENIC AVENUE, BLOOMSBURG, PA 17815

Dear Tim:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for AUGUST 29, 2007.

The Defendant filed a Chapter 13 Bankruptcy (No. 07-51159) on May 14, 2007.

Very truly yours,

Marie Keen for

Law Offices of Gregory Javardian

/mk

BANK OF AMERICA/NEWTRAK cc:

File #68811006933699

VIA TELECOPY (570) 389-5625 and REGULAR MAIL

THE LAW
Offices of

1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690 Fax: (215) 942-9695

June 26, 2007

Sheriff of Columbia County Courthouse, P.O. Box 380 Bloomsburg, PA 17815

ATTENTION: SHERIFF CHAMBERLAIN

Re:

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK

v, WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

No. 2007-CV-652

Premises: 600 SCENIC AVENUE, BLOOMSBURG, PA 17815

### Dear Sheriff Chamberlain:

This letter is to confirm our most recent telephone conversation wherein you advised that the above referenced property is scheduled for Sheriff's Sale on Wednesday, August 29, 2007 at 9:30 a.m.

This will also confirm that the previous sale date provided, Wednesday, August 1, 2007 at 9:00 a.m. is actually the first mortgage holder's sale date.

Should you have any questions or need additional information, feel free to contact me.

Very truly yours,

Marie Keen for

GREGORY JAVARDIAN

/mk

VIA TELECOPY (570) 389-5625 AND REGULAR MAIL

ER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	COMPLETE THIS SECTION ON DELIVERY	COMPLETE THIS SECTION ON DELIV
plete items 1, 2, a Also complete 4 if Restricted Delivery is desired. 1 your name and address on the reverse	X Signature Common 106 .0  Agent  A Addressee se	A. Signature  A. A	A Signayor Market
nat we can return the card to you. ch this card to the back of the mailpiece, n the front if space permits.	B. Received by ( Printed Name) C. Date of Delivery xe,	B. Received by (Printed Name)  G. Date of Delivery piece,	B. Repeived by (Printed Name)
e Addressed to:	D. Is delivery address different from fram 17:  Yes	D. Is delivery address different from Item 17	D. Is delivery address different from item If YES, enter delivery address below
tgage Electronic Reg Systems B.ox 2026		'ATION	
nt, MI 48501	J(r	. ```	
	3. Service Type  Certified Mail	3. Service Type  2. Certified Mail	3. Service Type  3. Service Type  4. Certified Mail
e Number 7006	2760 0004 5957 6707 76	4. Resmoted Delivery? (Extra Fee)	2760 0004 5957 675
2007			
DER: COMPLETE THIS SECTION COMPL	COMPLETE THIS SECTION ON DELIVERY  COMPLETE	COMPLETE THIS SECTION ON DELIVERY COMPLET	COMPLETE THIS SECTION ON DELIVE
mplete items 1, 2, a 3. Also complete n 4 if Restricted Delivery is desired. It your name and address on the reverse that we can return the card to you, ach this card to the back of the mailpiece, on the front if space permits.		A. Signature  A. Signature  A. Signature  A. All Agent  A. All Agent  B. Received by (Prince Name)  C. Date of Delivery Delivery  C. Date of Table Delivery	A. Signature  X  B. Received by Trinied William JUN  Control of the Control of th
cle Addressed to:	D. Is delivery address different from item 1?	D. Is delivery address different from fem 17. La 198  If YES, enter delivery address below:   No	D. Is delivery address below: If YES, enter delivery address below:
FICE OF F.A.I.R. PARTMENT OF PUBLIC WELFARE	RIFF	RIFF SALE	
ARRISBURG, PA 17105	3. Service Type  2. Certified Mail	3. Service Type  3. Service Type  ☐ Certified Mall ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	3. Service Type  The Certified Mail Sepress Mail  Registered Return Receip  Insured Mail C.O.D.
	ěγ	4. Restricted Delivery? (Extra Fee) ☐ Yes	4. Restricted Delivery? (Extra Fee)
ole Number 7005	4007 S429 4565 4000 0923 91	900c T229 2565 h000 0922	2760 0004 S957 671
rm 3811, February 2004 Domestic Return Receipt	turn Receipt 102595-02-M-1540 estic Return Receipt	Return Receipt 102595-02-M-1540 Domestic Return Receipt	ırn Receipt

#### TIMOTHY T. CHAMBERLAIN



PHONE (570) 389-5622

24 HOUR PHONE (570) 784-6300

BANK OF AMERICA, N.A., S/B/M FLEET

VS

Docket # 106ED2007

NATIONAL BANK

MORTGAGE FORECLOSURE

WILLIAM G. WHITE, A/K/A WILLIAM **GARY WHITE** 

### AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, JUNE 22, 2007, AT 10:00 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON WILLIAM WIIITE AT 600 SCENIC AVE., BLOOMSBURG BY HANDING TO MICHAEL WHITE, SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

imothy T. Chambra

TIMOTHY T. CHAMBERLAIN

SWORN AND SUBSCRIBED BEFORE ME THIS MONDAY, JUNE 25, 2007

SHERIFF

ARTER

DEFUTY SHERIFF

COMMONWEALTH OF PENNSYLVANIA

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

OFFICER: T. CH DATE RECEIVED (	IAMBERLAIN 5/18/2007	SERVICE# 1 DOCKET # 10	- OF - 12 SERVICES 6ED2007
PLAINTIFF	BANK OF AN BANK	MERICA, N.A., S/I	B/M FLEET NATIONAL
WILLIAM WHITE 600 SCENIC AVE. BLOOMSBURG	LAW OFFICE	E OF GREGORY J. PAPERS TO S MORTGAGE F	ERVED FORECLOSURE
			ATION
DATE <u>6-22-7</u> TI	ME 1000 MIL	EAGE	OTHER
Race Sex F	leight Weight	Eyes Hair	Age Military
TYPE OF SERVICE:	B. HOUSEHOLD MIC. CORPORATION D. REGISTERED ACE. NOT FOUND AT	EMBER: 18+ YEA MANAGING AGE JENT PLACE OF ATTE	ENT
ATTEMPTS DATE	TIME C	FFICER	REMARKS
0-19-7 113	30 z		cd
DEPUTY	Cut.	DATE _	6-22-7

AIN TOWNSHIP	DESCRIPTION	ASSESSMENT	RATE	LESS DISC	AMOUNT FACE	THE DENISTME
KE CHECKS PAYABLE TO:	REAL ESTATE	4005			<del>.</del>	
arjorie L. Laytar	KEAL ESTATE	400.	73 33.10	0 13//./4	1403.00	1,740.4
32 C Main Mifflin Road						
loomsburg, PA 17815						
idomsburg, FA 17015						
OURS MAIN TWP BLDG 6PM-7PM	The 2% discount and 1	0% penalty have been		1377.74	1405.86	1546.45
JUL 10 & 24	computed for your conve	enience. Taxes are due	PAY	1 1 10		
AUG 21, 23, 24, 28, 30 & 31	now and payable. Promp		THIS	AUG 31	OCT 31	OCT 31
<b>PHONE</b> 570-389-1013	your payment. For a rec		AMOUN	IF PAID ON OR BEFORE	IF PAID ON OR BEFORE	IF PAID AFTER
			7	<del></del>	ALTY AT 10	
WHITE WILLAIM GARY		DBODE	RTY DESCRI	<del></del> ,	ACCT.	15694
600 SCENIC DRIVE	PARC	EL 22 01C007			ACCT.	13094
BLOOMSBURG PA 17815	600	SCENIC AVE		4944	.00 THIS TAX	RETURNED
		20030-6689		35109	TO COURT	
		5 ACRES			JANUAG	ij 2007 AU
	1 Addressing	Copy 1	NAME 1	AND ADDRESS CO.	RRECTION REQI	JESTED
		Copy 1	NAME 1	<u></u> <u>-</u>		
2006 County & Municipality  MAIN TWP	FOR: COLUMBIA		<del></del>	DATE 03/01/2006	 BI	LL NO. 22833
MAIN TWP	DESCRIPTION	COUNTY ASSESSMENT	MILLS	DATE 03/01/2006 LESS DISCOUNT	BI 2 AX AMOUNT DUE	LL. NO. 22833 INCL PENALTY
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR	DESCRIPTION GENERAL	COUNTY	MILLS 5.646	DATE 03/01/2006 LESS DISCOUNT 221.62	BI 2 AX AMOUNT DUE 226.14	LL NO. 22833 INCL PENALTY 248.7
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD	OESCRIPTION GENERAL SINKING	COUNTY ASSESSMENT	MILLS	DATE 03/01/2006 LESS DISCOUNT	BI 2 AX AMOUNT DUE	LL. NO. 22833 INCL PENALTY 248.7 59.2
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815	GENERAL SINKING TWP RE	COUNTY ASSESSMENT	MILLS 5.646 1.345	DATE 03/01/2006 LESS DISCOUNT 221.62 52.79	BI 226.14 53.87	LL NO. 22833
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815  DURS:MONDAYS AT MAIN TWP BLDG: 345 CHURC	GENERAL SINKING TWP RE	COUNTY ASSESSMENT	MILLS 5.646 1.345	DATE 03/01/2006 LESS DISCOUNT 221.62 52.79	BI 226.14 53.87	LL. NO. 22833 INCL PENALTY 248.7 59.2
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815	DESCRIPTION  GENERAL SINKING TWP RE	COUNTY ASSESSMENT	MILLS 5.646 1.345	DATE 03/01/2006 LESS DISCOUNT   221.62 52.79 27.13	BI 226.14 53.87 27.68	LL NO. 22833 INCL PENALTY 248.7 59.2 30.4
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD Bloomsburg PA 17815  DURS:MONDAYS AT MAIN TWP BLDG: 345 CHURC  3/6 -4/10: 6-6:30PM; 4/17 & 4/24: 6-7PM  7/10, 7/17, 7/24, 8/7, 8/14: 6-6:30PM	GENERAL SINKING TWP RE	COUNTY ASSESSMENT	MILLS 5.646 1.345 .691	DATE 03/01/2006 LESS DISCOUNT 221.62 52.79	226.14 53.87 27.68	LL. NO. 22833 INCL PENALTY 248.7 59.2
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815  DURS:MONDAYS AT MAIN TWP BLDG: 345 CHURC  3/6 -4/10: 6-6:30PM; 4/17 & 4/24: 6-7PM  7/10, 7/17, 7/24, 8/7, 8/14: 6-6:30PM  HONE:570-389-1013	OESCRIPTION GENERAL SINKING TWP RE  The discount & penalty have been calculated for your convenience	COUNTY ASSESSMENT 40,053 PAY THIS AM	MILLS 5.646 1.345 .691	DATE 03/01/2006 LESS DISCOUNT 221.62 52.79 27.13 301.54 April 30 f paid on or before	AX AMOUNT DUE 226.14 53.87 27.68 307.69 July 80 I paid on or before	LL NO. 22833 INCL PENALTY 248.7 59.2 30.4  June 30 If paid after
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815  DURS:MONDAYS AT MAIN TWP BLDG: 345 CHURC  3/6 -4/10: 6-6:30PM; 4/17 & 4/24: 6-7PM  7/10, 7/17, 7/24, 8/7, 8/14: 6 -6:30PM  IONE:570-389-1013	OESCRIPTION GENERAL SINKING TWP RE  The discount & penalty have been calculated for your convenience	COUNTY ASSESSMENT 40,053 PAY THIS AM CI Discount	5.646 1.345 .691 IOUNT	DATE 03/01/2006 LESS DISCOUNT   221.62 52.79 27.13 301.54 April 30 It paid on or before   IVP 2 %	AX AMOUNT DUE 226.14 53.87 27.68 307.69 July 80 I paid on or before This cou	LL NO. 22833 INCL PENALTY 248.7 59.2 30.4  June 30 If paid after s tax returned to
MAIN TWP  AKE CHECKS PAYBLE TO:  MARJORIE L LAYTAR  332-C MAIN MIFFLIN ROAD  Bloomsburg PA 17815  DURS:MONDAYS AT MAIN TWP BLDG: 345 CHURC  3/6 -4/10: 6-6:30PM; 4/17 & 4/24: 6-7PM  7/10, 7/17, 7/24, 8/7, 8/14: 6-6:30PM  HONE:570-389-1013	OESCRIPTION GENERAL SINKING TWP RE  The discount & penalty have been calculated for your convenience	COUNTY ASSESSMENT 40,053 PAY THIS AM CI Discount	5.646 1.345 .691 IOUNT NTY TV 2 % 10 % 1	DATE 03/01/2006 LESS DISCOUNT 221.62 52.79 27.13 301.54 April 30 4 paid on or before 1	AX AMOUNT DUE 226.14 53.87 27.68 307.69 July 80 I paid on or before This cou	LL NO. 22833 INCL PENALTY 248.7 59.2 30.4  June 30 If paid after

.454 Acres

Land

Buildings

**Total Assessment** 

4,944

35,109

40,053

FILE COPY

WUN 30 PA

R BLOOMSBURG SCHOOL DISTRICT

DATE 07/01/2006

BILL# 000556

AX NOTICE

2006 SCHOOL REAL ESTATE

you desire a receipt send a self-addressed stamped envelope with your payment THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

OFFICER: T. CH DATE RECEIVED 6			# 5 - OF - 12 SE # 106ED2007	ERVICES
PLAINTIFF	BANK ( BANK	OF AMERICA, N.A	., S/B/M FLEET	NATIONAL
DEFENDANT ATTORNEY FIRM PERSON/CORP TO S MARJORIE LAYTAR 332 C MAIN MIFFLIN BLOOMSBURG	LAW OF SERVED -TAX COLLECTO	PAPERS 7	/A WILLIAM G. RY JAVARDIAN <b>FO SERVED</b> GE FORECLOS	1
SERVED UPON	Marca	218 LAY	TAR	
RELATIONSHIP		[DENT]	IFICATION	
DATE 06 20 07 TH				
Race Sex H	eight Weigl	nt Eyes Ha	air Age	Military
TYPE OF SERVICE:	B. HOUSEHOL C. CORPORAT D. REGISTERE E. NOT FOUNI	D MEMBER: 18+ TON MANAGING	YEARS OF AG AGENT TTEMPTED SE	E AT POA  RVICE
		TAKA.		
ATTEMPTS DATE	TIME	OFFICER	REMAF	RKS
	******		-	·
DEPUTY	1 am Id	DA	re 06.2	' 4 - 6 フ

OFFICER: T. CHA DATE RECEIVED 6/		SERVICE# 3 - DOCKET#106	OF - 12 SERVICES ED2007
PLAINTIFF	BANK OF AM BANK	IERICA, N.A., S/B	/M FLEET NATIONAL
DEFENDANT ATTORNEY FIRM PERSON/CORP TO S DEPT. OF PUBLIC AS: 27 E. 7TH STREET BLOOMSBURG SERVED UPON	LAW OFFICE ERVED SISTANCE	OF GREGORY JA PAPERS TO SI MORTGAGE F	E <b>RVED</b> ORECLOSURE
RELATIONSHIP C)		-	
DATE ( TIM	-		
Race Sex He	eight Weight	Eyes Hair	Age Military
	B. HOUSEHOLD MI C. CORPORATION N D. REGISTERED AC E. NOT FOUND AT	EMBER: 18+ YEA MANAGING AGE BENT PLACE OF ATTER	NT
ATTEMPTS DATE	TIME O	FFICER	REMARKS
DEPUTY	Cul	DATE (	5-19-7

OFFICER: DATE RECEIVED 6	5/18/2007	SERVICE# 6 - DOCKET # 106	OF - 12 SERVICES ED2007
PLAINTIFF	BANK OF AM BANK	IERICA, N.A., S/B	M FLEET NATIONAL
DOMESTIC RELATIONS 15 PERRY AVE. BLOOMSBURG	LAW OFFICE SERVED ONS	WHITE, A/K/A WI OF GREGORY JA PAPERS TO SE MORTGAGE FO	ERVED
SERVED UPON	RTY DIRECTOR		TION
	ME <u>C &amp; So</u> MILE		
			Age Military
TYPE OF SERVICE:	A. PERSONAL SERV B. HOUSEHOLD ME C. CORPORATION N D. REGISTERED AG E. NOT FOUND AT I	MANAGING AGEN ENT	
	F. OTHER (SPECIFY	)	
ATTEMPTS DATE	TIME OI	FFICER	REMARKS
DEPUTY	ute	DATE _(	9-19-7

OFFICER: DATE RECEIVED 6/18/200	SERVICE# 9 - OF - 12 SERVICES DOCKET # 106ED2007
PLAINTIFF	BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK
PERSON/CORP TO SERVE COLUMBIA COUNTY TAX O PO BOX 380 BLOOMSBURG	
	IDENTIFICATION
DATE 6-19-7 TIME 68	MILEAGEOTHER
	Weight Eyes Hair Age Military
B. HC C. CC D. RE	RSONAL SERVICE AT POA POB POE CCSO DUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA ORPORATION MANAGING AGENT CGISTERED AGENT OT FOUND AT PLACE OF ATTEMPTED SERVICE
F. OT	HER (SPECIFY)
ATTEMPTS DATE TIME	OFFICER REMARKS
DEPUTY Lette	DATE 6-19-7

### COUNTY OF COLUMBIA

### REAL ESTATE TAX CERTIFICATION

Date: 06/19/2007 Fee: \$5.00 Cert. NO: 3553

WHITE WILLIAM GARY 600 SCENIC DRIVE BLOOMSBURG PA 17815

District: MAIN TWP
Deed: 20030 -6689
Location: LOT 165 WONDERVIEW P
Parcel Id:22 -01C-007-00,000

Assessment: 40,053 Balances as of 06/19/2007

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

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

### REAL ESTATE OUTLINE

ED#/6-07 DATE RECEIVED DOCKET AND INDEX 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# 39/88 \*\*IF ANY OF ABOVE IS MISSING DO NOT PROCEDE\*\* SALE DATE TIME POSTING DATE ADV. DATES FOR NEWSPAPER 2<sup>ND</sup> WEEK 3<sup>RD</sup> WEEK

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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 COURTIIOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility casement situate near the westerly line and a 20 foot wide drainage and utility casement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision.

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall alter the slope y driveway grade to a slope other than that provid the Final Plan
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision.

- I. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil crosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall after the slope by driveway grade to a slope other than that provide the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be crected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE,

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision,

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall after the slope . . .y driveway grade to a slope other than that provid \_\_\_\_\_ the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be creeted thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007,

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds cast, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds cast, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision,

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall imure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil crossion and sedimentation control plan for each lot.

- 7. No Lot Owner shall alter the slope c ... y driveway grade to a slope other than that provide ... the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, creeted or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said casement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision.

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall alter the slope by driveway grade to a slope other than that provid at the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said casement areas and the right to install, maintain, repair and replace over, upon and under said casement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility casement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision.

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil crosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall alter the slope 6 y driveway grade to a slope other than that provide . the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

Wednesday, August 29th, 2007 at 09:30 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 106ED2007 AND CIVIL WRIT NO. 652JD2007 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, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 fect to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the \"Wonderview\" Phase II Subdivision.

- 1. The recreational area, as shown on the final approved subdivision plan, (the \"Final Plan\"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called \"Lot Owner\" and all such owners being hereinafter collectively called \"Lot Owners\"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.

- 7. No Lot Owner shall alter the slope 1y driveway grade to a slope other than that provid a the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said casement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

SUBJECT TO MORTGAGE.

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 in cash, certified check, or cashier's check.

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

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

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
vs.	NO.: <u>2007-CV-652</u>
WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE	ZOO 7-ED. 106 WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
Commonwealth of Pennsylvania:	
County of Columbia:	
TO THE SHERIFF OF COLUMBIA COUNT	Y, PENNSYLVANIA:
To satisfy the judgment, interest and costs in following described property (specifically desc Premises: 600 SCENIC AVENUE, BLOOMSBU (See legal description attached.)	
Amount Due	\$ <u>40,437.88</u>
Interest from 5/21/07 to Date of Sale (\$6.64 per diem)	\$
Total	\$ Plus Cost \$
as endorsed.  Dated (Sea)	Prothonotary, Common Pleas Court of Columbia County, Pennsylvania

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

- I. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Dccd dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Dccds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

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

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA		
VS.	NO.: <u>2007-CV-652</u> — 2007-ED./06		
WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)		
Commonwealth of Pennsylvania:			
County of Columbia:			
TO THE SHERIFF OF <u>COLUMBIA</u> COUNTY	, PENNSYLVANIA:		
To satisfy the judgment, interest and costs in the following described property (specifically described property) (specifically described property) (See legal description attached.)			
Amount Due	\$ <u>40,437.88</u>		
Interest from 5/21/07 to Date of Sale (\$6.64 per diem)	\$		
Total	\$ Plus Cost \$		
Dated (Scal)	Prothonotary, Common Pleas Court of Columbia County, Pennsylvania		

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall be maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be crected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK COURT OF COMMON PLEAS

COLUMBIA COUNTY

VS.

No.: 2007-CV-652

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

2007-ED-106

### **AFFIDAVIT PURSUANT TO RULE 3129.1**

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 <u>600 SCENIC AVENUE</u>, BLOOMSBURG, PA 17815:

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

Name Last Known Address (if address cannot be

reasonably ascertained, please indicate)

WILLIAM G. WHITE, A/K/A 600 SCENIC AVENUE WILLIAM GARY WHITE BLOOMSBURG, PA 17815

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

WILLIAM G. WHITE, A/K/A 600 SCENIC AVENUE BLOOMSBURG, PA 17815

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

Name Last Known Address (if address cannot be

reasonably ascertained, please indicate)

None.

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

Name Last Known Address (if address cannot be

reasonably ascertained, please indicate)

Plaintiff.

Mortgage Electronic Registration Systems, Inc. P.O. Box 2026

(MERS) as Nominee for Decision One Flint, MI 48501-2026

Mortgage Company, LLC

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

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.

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Columbia County Domestic Relations

P.O. Box 380

Bloomsburg, PA 17815

Columbia County Tax Claim Bureau

P.O. Box 380

Bloomsburg, PA 17815

Dept. of Public Assistance

27 E. 7<sup>th</sup> Street, P.O. Box 628 Bloomsburg, PA 17815-9974

PA Department of Public Welfare Bureau of Child Support Enforcement Health and Welfare Building - Room 432

P.O. Box 2675

Harrisburg, PA 17105-2675

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:

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Tenants/Occupants

600 SCENIC AVENUE BLOOMSBURG, PA 17815

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

GREGORY JAYARDIAN, ESQUIRE

Attorney for/Plaintiff

June 11, 2007

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK

COURT OF COMMON PLEAS

VS.

COLUMBIA COUNTY

No.: 2007-CV-652

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

2007-ED-106

### **AFFIDAVIT PURSUANT TO RULE 3129.1**

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 600 SCENIC AVENUE, BLOOMSBURG, PA 17815:

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

600 SCENIC AVENUE BLOOMSBURG, PA 17815

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

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

600 SCENIC AVENUE BLOOMSBURG, PA 17815

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Plaintiff.

Mortgage Electronic Registration Systems, Inc. P.O. Box 2026

(MERS) as Nomince for Decision One

Mortgage Company, LLC

Flint, MI 48501-2026

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

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.

Name

Last Known Address (if address cannot be

reasonably ascertained, please indicate)

Columbia County Domestic Relations

P.O. Box 380

Bloomsburg, PA 17815

Columbia County Tax Claim Bureau

P.O. Box 380

Bloomsburg, PA 17815

Dept. of Public Assistance

27 E. 7th Street, P.O. Box 628

Bloomsburg, PA 17815-9974

PA Department of Public Welfare Bureau of Child Support Enforcement Health and Welfare Building – Room 432

P.O. Box 2675

Harrisburg, PA 17105-2675

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:

Name

Last Known Address (if address cannot be

reasonably ascertained, please indicate)

Tenants/Occupants

600 SCENIC AVENUE BLOOMSBURG, PA 17815

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

GREGORY JAYARDIAN, ESQUIRE

Attorney for/Plaintiff

June 11, 2007

LAW OFFICES OF GREGORY JAVARDIAN By: GREGORY JAVARDIAN, ESQUIRE IDENTIFICATION NO. 55669 1310 INDUSTRIAL BOULEVARD 1ST FLOOR, SUITE 101 SOUTHAMPTON, PA 18966 (215) 942-9690

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK COURT OF COMMON PLEAS

**COLUMBIA COUNTY** 

VS.

No.: 2007-CV-652

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE 2007-ED-106

# CERTIFICATION TO SHERIFF OF COLUMBIA COUNTY AS TO THE SALE OF REAL ESTATE

I hereby certify that I am the attorney for the Plaintiff in this Mortgage Foreclosure Action and further certify this Property is:

- () FHA
- () Tenant Occupied
- () Vacant
- () Commercial
- () As a result of Complaint in Assumpsit
- (X) Act 91 complied with

GREGORY JAVARDIAN, ESQUIRE

Attorney for Plaintiff

LAW OFFICES OF GREGORY JAVARDIAN By: GREGORY JAVARDIAN, ESQUIRE IDENTIFICATION NO. 55669 1310 INDUSTRIAL BOULEVARD IST FLOOR, SUITE 101 SOUTHAMPTON, PA 18966 (215) 942-9690

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK COURT OF COMMON PLEAS

2007-ED-106

**COLUMBIA COUNTY** 

VS.

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE No.: 2007-CV-652

# CERTIFICATION TO SHERIFF OF COLUMBIA COUNTY AS TO THE SALE OF REAL ESTATE

I hereby certify that I am the attorney for the Plaintiff in this Mortgage Foreclosure Action and further certify this Property is:

- () FHA
- () Tenant Occupied
- () Vacant
- () Commercial
- () As a result of Complaint in Assumpsit
- (X) Act 91 complied with

GREGORY JAYARDIAN, ESQUIRE

Attorney for Phintiff

### BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK

# IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

VS.

IN MORTGAGE FORECLOSURE

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

No.: 2007-CV-652

2007-ED-106

Defendant

AFFIDAVIT OF NON-MILITARY SERVICE AND CERTIFICATION OF LAST KNOWN ADDRESS OF DEFENDANTS AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA

88

COUNTY OF BUCKS

The undersigned, being duly sworn according to law, deposes and says this affidavit is made on behalf of the above plaintiff, being authorized to do so, and it is averred that:

- (a) WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE is over 21 years of age, resides at 600 SCENIC AVENUE, BLOOMSBURG, PA 17815;
- (b) Plaintiff, BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK, is an institution conducing business under the Laws of the Commonwealth of Pennsylvania with an address of NC 4-105-02-63, 4161 PIEDMONT PARKWAY, GREENSBORO, NC 27410-8110

Deponent further avers that none of the above is within the protection of the Soldiers' and Sailors' Civil Relief Act of 1940, together with the amendments thereto.

GREGORY JAVARDIAN, ESQUIRE

Attorney for Plaintiff

Sworn to and subscribed before me

this Way of June, 200

Notary Public

CONTRACTOR ALTH OF PENNSYLVAN

MOTASIAL SEAL TRIA E POPER, Notary Public Upper Southampton Tvip. Bucke County My Commission Expired November 29, 0103 ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building crected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds cast, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building crected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building crected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

# **WAIVER OF WATCHMAN**

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

GREGORY JAVARDIAN, ESQ.

ATTORNEY FOR PLAINTIFF

IST FLOOP SHITE 101

SOUTHAMPTON, PA 18966

# SHERIFF'S RETURN OF SERVICE COLUMBIA COUNTY

PLAINTIFF BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK	co	OURT NO.: <u>2007-CV-65</u>	<u>2</u>
DEFENDANT WILLIAM G. WHITE, A/K/A		PE OF ACTION	
WILLIAM GARY WHITE  SERVE AT: 600 SCENIC AVENUE BLOOMSBURG, PA 17815		Notice of Sheriff's Sale LE DATE:	
PLEASE SERVE DEFENDANT WITH	NOTICE OF SI	HERIFF'S SALE.	
	SERVED	<b>!</b>	
Served and made known to	ow: endant(s) resided ace who refused which Defendan at's office or usu Defendant's com  Weight	(s).  to give name or relation t(s) reside(s). al place of business. pany.  Race Sex	, Commonwealth of onship.
On the day of, 2007, Moved Unknown No An Other:	nswer Vac		T FOUND because:
		SHERIFF By: ERVICE	Deputy Sheriff
Now, this day of Countereof and according to law.	_, 2007, I, Sheri unty to serve thi	ff of Columbia Count s Notice of Sheriff's S	y, Pennsylvania, do hereby Sale and make return
ATTORNEY FOR PLAINTIFF GREGORY TAVARDIAN ESOLURE		SHERIFF By:	Deputy Sheriff

ATTORNEY FOR PLAINTIFF GREGORY JAVARDIAN, ESQUIRE I.D.#55669 1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966 (215) 942-9690

# SHERIFF'S RETURN OF SERVICE COLUMBIA COUNTY

PLAINTIFF BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK	COURT NO.: <u>2007-CV-652</u>	
DEFENDANT WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE	TYPE OF ACTION  XX Notice of Sheriff's Sale	
SERVE AT: 600 SCENIC AVENUE BLOOMSBURG, PA 17815	SALE DATE:	
PLEASE POST SHERIFF'S HAND BILL.	<u>YED</u>	
Served and made known to  2007, at, o'clock M., at  Pennsylvania, in the manner described below:  Defendant personally served.		day of, Commonwealth o
Adult family member with whom Defendant(s) res Relationship is Adult in charge of Defendant's residence who refus Manager/Clerk of place of lodging in which Defendant or person in charge of Defendant's office or an officer of said Defendant's c	sed to give name or relationshidant(s) reside(s). usual place of business. ompany.	
Other:  Description: Age Height Weight	Race Sex	Other
	SHERIFF By:	
On the day of, 2007, at o'clo Moved Unknown No Answer V Other:		UND because:
	SHERIFF By:	Deputy Sheriff
DEPUTIZED		
Now, this day of, 2007, I, She deputize the Sheriff of County to serve thereof and according to law.	eriff of Columbia County, Per this Notice of Sheriff's Sale a	ınsylvania, do hereby nd make return
ATTORNEY FOR PLAINTIFF GREGORY JAVARDIAN, ESQUIRE LD.#55669	SHERIFF By:	Deputy Sheriff

ATTORNEY FOR PLAINTIFF GREGORY JAVARDIAN, ESQUIRE I.D.#55669 1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966 (215) 942-9690 LAW OFFICES OF GREGORY JAVARDIAN By: GREGORY JAVARDIAN, ESQUIRE IDENTIFICATION NO. 55669 1310 INDUSTRIAL BOULEVARD 1ST FLOOR, SUITE 101 SOUTHAMPTON, PA 18966 (215) 942-9690

BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK COURT OF COMMON PLEAS

COLUMBIA COUNTY

VS.

No.: 2007-CV-652

WILLIAM G. WHITE, A/K/A WILLIAM GARY WHITE

# 3007-ED-106

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

TO: WILLIAM G. WHITE, A/K/A
WILLIAM GARY WHITE
600 SCENIC AVENUE
BLOOMSBURG, PA 17815

Your house (real estate) at 600 SCENIC AVENUE, BLOOMSBURG, PA 17815, is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_\_, and the Office of the Sheriff, Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the court judgment of \$40,437.88, obtained by BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL 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**:

- l. The sale will be cancelled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: (215) 942-9690.
- 2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
  - 3. You may also be able to stop the sale through other legal proceedings.

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

# YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

- 1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 942-9690.
- 2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
- 3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call Gregory Javardian, Esquire at (215) 942-9690.
- 4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
- 5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
- 6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days.
- 7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

SUSQUEHANNA LEGAL SERVICES 168 E. 5<sup>TH</sup> STREET BLOOMSBURG, PA 17815 TELEPHONE: (570) 784-8760 ALL THAT CERTAIN piece, parcel or tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, North 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 15 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING under and subject to that portion of a 20 foot wide drainage and utility easement situate near the westerly line and a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

ALL of the above being more fully shown as Lot No. 165 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phase II Subdivision.

The following covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's successors and assigns:

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall bee maintained in perpetuity by Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively called "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the

- 4. Lot Owners shall be responsible to maintain the private rights-of-way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right-of way.
- 5. No house shall be constructed in a manner or at a location which shall be incompatible with, or which shall require modification of, the driveway and drainage facilities as shown on the Final Plan.
- 6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
- 7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
- 8. Lots 175 and 176 shall not be conveyed until final access to Lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
- 9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
- 10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
- 11. No part of any building erected upon a lot shall constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
- 12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
- 13. Easements having a width and being located as shown on the Final Plan are reserved as rights-of-way for utilities, with the right of ingress, egress and regress over, upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said

- 14. The conveyance hereunder is subject to all matters shown on the Final Plan.
- 15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

BEING known as 600 SCENIC AVENUE, BLOOMSBURG, PA 17815.

BEING THE SAME PREMISES which John Alan Yohey, joined by his spouse, Angela S. Yohey, by Deed dated May 19, 2003 and recorded June 3, 2003 in the Office of the Recorder of Deeds in and for Columbia County in Instrument No. 200306689.

PARCEL No. 22-01C-007.

IMPROVEMENTS: RESIDENTIAL DWELLING.

# THE LAW OFFICES OF GREGORY JAVARDIAN ESCROW ACCOUNT 1310 INDUSTRIAL BLYD., SUITE 101 SOUTHAMPTON, PA 18966

Sheriff PAY TO THE ORDER OF

DOLLARS

Œ

6/11/2007

FIRSTRUST 3-7380-2360

**\$\*\***1,350.00

MEMO

BOA VS. WHITE, W.

#039188# 4238073801# 70 1803783#