

SHERIFF'S SALE

Distribution Sheet

Fairway Consumer Discount Co. VS. Jeffrey Lynn
 NO. 1279-2007 JD
 NO. 170-2007 ED
 DATE OF SALE: February 6, 2008

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) February 6, 2008 and (time) 9:00 am, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Timothy J. Hutton for the price or sum of \$35,300.18 (Thirty Five Thousand Three Hundred and 18/100) Dollars. Timothy J. Hutton being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$	33,000.00	
Poundage		660.00	
Transfer Taxes		1,390.18	
Total Needed to Purchase	Lien Cert	250.00	\$ 35,300.18
Amount Paid Down			3,500.00
Balance Needed to Purchase			31,800.18

EXPENSES:

Columbia County Sheriff - Costs	\$	376.00	
Poundage		660.00	\$ 1,036.00
Newspaper			1,052.28
Printing			-0-
Solicitor			75.00
Columbia County Prothonotary			10.00
Columbia County Recorder of Deeds -			42.50
		Deed copy work	695.09
		Realty transfer taxes	695.09
		State stamps	-0-
Tax Collector (1,492.47
Columbia County Tax Assessment Office			110.00
State Treasurer			260.54
Other: Berwick Sewer Auth.			10.00
Notary			150.00
Web Posting			
TOTAL EXPENSES:			\$ 5,628.97

Total Needed to Purchase	\$	35,300.18	
Less Expenses		5,628.97	
Net to First Lien Holder		25,716.51	
Plus Deposit		1,350.00	
Total to First Lien Holder	\$	27,066.51	
Proceeds to defendant (Lynn)		2,604.70	

Sheriff's Office, Bloomsburg, Pa.

February 22, 2008

So answers

Sheriff

SHERIFF'S SALE COST SHEET

Fairway Cons. DB Co. vs. Jeffrey Lynn
 NO. 170-07 ED NO. 1279-07 JD DATE/TIME OF SALE 2-6-08 0900

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>150.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>24.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>24.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>5.00</u>
NOTARY	\$ <u>10.00</u>
TOTAL ***** \$ <u>386.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1052.28</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1277.28</u>	

PROTHONOTARY (NOTARY) 3781	\$10.00
RECORDER OF DEEDS 82	\$ <u>42.50</u>
TOTAL ***** \$ <u>52.50</u>	

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$
SCHOOL DIST. 20	\$
DELINQUENT 20	\$ <u>1492.47</u>
TOTAL ***** \$ <u>1492.47</u>	

MUNICIPAL FEES DUE:

SEWER 20	\$ <u>260.54</u>
WATER 20	\$
TOTAL ***** \$ <u>260.54</u>	

SURCHARGE FEE (DSTE)	\$ <u>110.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>-0-</u>	

TOTAL COSTS (OPENING BID) \$ 3578.79

COLUMBIA COUNTY SHERIFF'S OFFICE
SHERIFF'S REAL ESTATE FINAL COST SHEET

Fair way Lens. D's Co vs Jeffrey Lynn

NO. 170-07 ED NO. 1279-07 JD

DATE/TIME OF SALE: 2-6-08 0900

BID PRICE (INCLUDES COST) \$ 33000.00

POUNDAGE - 2% OF BID \$ 660.00

TRANSFER TAX - 2% OF FAIR MKT \$ 1390.18

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 35300.18

PURCHASER(S): Timothy J Hutton

ADDRESS: 451 E 5th St Berwick

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): Christy E. Hutton

TOTAL DUE: \$ 35300.18

LESS DEPOSIT: \$ 3500.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 31800.18

3279

DEANNA R. PEALER
TITLE INSURANCE ESCROW ACCOUNT
128 WEST MAIN STREET
BLOOMSBURG, PA 17815

60-596/313

DATE 3/5/08

PAY TO THE ORDER OF TIMOTHY T. CHAMBERLAIN, SHERIFF, COLUMBIA COUNTY \$ 31,800.00

THIRTY-ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS



FOR JEFFREY C. LYNN SHERIFF SALE TO HUTTON

⑈003279⑈ ⑆031305936⑆ 025⑈553⑈4⑈

Deanna Pealer

SHERIFF'S SALE

Distribution Sheet

Fairway Consumer Discount Co. VS. Jeffrey Lynn
 NO. 1279-2007 JD
 NO. 170-2007 ED
 DATE OF SALE: February 6, 2008

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Total Needed to Purchase <u>Lien Cert.</u>	<u>250.00</u>	\$ <u>35,300.18</u>
Amount Paid Down		<u>3,500.00</u>
Balance Needed to Purchase		<u>31,800.18</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>376.00</u>	
Poundage	<u>660.00</u>	\$ <u>1,036.00</u>
Newspaper		<u>1,052.28</u>
Printing		<u>-0-</u>
Solicitor		<u>75.00</u>
Columbia County Prothonotary		<u>10.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>42.50</u>
	Realty transfer taxes	<u>695.09</u>
	State stamps	<u>695.09</u>
Tax Collector ()		<u>-0-</u>
Columbia County Tax Assessment Office		<u>1,492.47</u>
State Treasurer		<u>110.00</u>
Other: <u>Berwick Sewer Auth.</u>		<u>260.54</u>
<u>Notary</u>		<u>10.00</u>
<u>Web Posting</u>		<u>150.00</u>
TOTAL EXPENSES:		\$ <u>5,628.97</u>

Total Needed to Purchase	\$ <u>35,300.18</u>	
Less Expenses	<u>5,628.97</u>	
Net to First Lien Holder	<u>25,716.51</u>	
Plus Deposit	<u>1,350.00</u>	
Total to First Lien Holder	\$ <u>27,066.51</u>	

Sheriff's Office, Bloomsburg, Pa. }

February 22, 2008

So answers Proceeds to defendant (Lynn) 2,604.70

Sheriff

PARCEL NO. 1:

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21; thence North nineteen degrees West one hundred forty-five feet to an alley; thence North seventy-one degrees East along said alley two hundred feet to the corner of Lot No. 15; thence along said lot South nineteen degrees East one hundred forty-five feet to Charles Avenue; thence along Charles Avenue South seventy-one degrees East two hundred feet to the place of Beginning. **BEING** Lots Nos. 16, 17, 18, 19 and 20 in plot or plan of Fairview Terrace.

EXCEPTING AND RESERVING, HOWEVER, from the above-described parcel of land Lot #16 conveyed to Howard L. Post found in Deed Book 248, Page 1168; and Lot #19 and #20 conveyed to John Scott Bechtel and Johanna May Bechtel, July 10, 1973, recorded July 18, 1973, found in Deed Book 262, Page 957.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northerly side Charles Avenue at the corner of Lot No. 15; thence along the same North 19 degrees West 145 feet to fifteen (15) foot alley; thence along said alley South 71 degrees West 40 feet to corner of Lot No. 17; thence along said lot South 19 degrees East 145 feet to Charles Avenue; thence along Charles Avenue North 71 degrees East 40 feet to the place of Beginning. **BEING** Lot No. 16 in the plot of Fairview Terrace.

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

FACSIMILE TRANSMITTAL SHEET

TO:	<i>Atty Schugers</i>	FROM:	<i>Tim Chamberlain</i>
COMPANY:		DATE:	<i>2-22-08</i>
FAX NUMBER:		TOTAL NO. OF PAGES INCLUDING COVER:	<i>2</i>
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	

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

NOTES/COMMENTS:

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

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

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SHERIFF'S SALE

Distribution Sheet

Fairway Cons. Discount vs. Jeffrey Lynn
 NO. 1279-07 JD
 NO. 170-07 ED
 DATE OF SALE: Feb. 6, 2008

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) Feb. 6 2008 and (time) 9:00 AM, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Timothy J. Hutten for the price or sum of 35,300.18 (Thirty Five Thousand Three Hundred ¹⁸/₁₀₀ Dollars. Timothy J. Hutten being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$ <u>33,000.00</u>	
Poundage	<u>660.00</u>	
Transfer Taxes	<u>1390.18</u>	
Total Needed to Purchase	<u>1st Lien Cert. 250.00</u>	\$ <u>35300.18</u>
Amount Paid Down		<u>3500.00</u>
Balance Needed to Purchase		<u>31800.18</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>376.00</u>	
Poundage	<u>660.00</u>	\$ <u>1036.00</u>
Newspaper		<u>1052.28</u>
Printing		<u>-0-</u>
Solicitor		<u>75.00</u>
Columbia County Prothonotary		<u>10.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>42.50</u>
	Realty transfer taxes	<u>695.09</u>
	State stamps	<u>695.09</u>
Tax Collector ()	<u>-0-</u>
Columbia County Tax Assessment Office		<u>1492.47</u>
State Treasurer		<u>110.00</u>
Other: <u>Sewer</u>		<u>260.54</u>
<u>Notary</u>		<u>10.00</u>
<u>Web Postings</u>		<u>150.00</u>
TOTAL EXPENSES:		\$ <u>5628.97</u>

Total Needed to Purchase	\$ <u>35300.18</u>	
Less Expenses	<u>5628.97</u>	
Net to First Lien Holder	<u>25716.51</u>	
Plus Deposit	<u>1350.00</u>	
Total to First Lien Holder	\$ <u>27066.51</u>	

Sheriff's Office, Bloomsburg, Pa. }

So answers

Proceeds \$ 2604.70

Sheriff

LAW OFFICES
CHARITON & SCHWAGER

138 SOUTH MAIN STREET
P.O. BOX 910

WILKES-BARRE, PENNSYLVANIA 18703-0910

LOUIS SHAFFER (931-1984)

AREA CODE 570
824-3511

FAX 824-3580

EMAIL: PALAW@CHARITONSchWAGER.COM
WWW.CHARITONSchWAGER.COM

Direct E-Mail
des@charitonschwager.com

JERRY B. CHARITON
DAVID E. SCHWAGER
JEFFREY J. MALAK*

*ALSO ADMITTED IN NEW JERSEY

February 6, 2008

The Honorable Timothy T. Chamberlain
Office of the Sheriff
Columbia County Court House
35 West Main Street
Bloomsburg, PA 17815

VIA FAX
389-5625

Re: Fairway Consumer Discount Company v. Lynn, Jeffrey C.
Premises: 241 Charles Street, Berwick Borough, Columbia County, PA 18603
Columbia County No. 1279 CV 2007
Our File No.: 1072121.674

Dear Sheriff Chamberlain:

Consistent with my telephone conversation with you earlier today regarding the Sheriff's Sale of real estate which took place today in the above-captioned mortgage foreclosure action, please allow this letter to serve as notice that the total amount due to Fairway Consumer Discount Company in connection with the above-captioned mortgage foreclosure action totals \$25,716.51.

Consequently, when you prepare and file your schedule of distribution, please show a distribution to Fairway totaling \$25,716.51, and provide me with a copy of such schedule of distribution at your earliest opportunity. Obviously, this amount is in addition to the Sheriff's costs, advertising expenses, recording fees, real estate taxes, municipal claims, and Sheriff's commission (poundage) which is to be deducted from the successful bid amount of \$33,000.00

Thank you very much for your courtesy and cooperation. Should you have any questions, please do not hesitate to contact me.

Sincerely,

CHARITON & SCHWAGER

DAVID E. SCHWAGER

DES/nd
cc: Melvin Warshal, President

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

FAIRWAY CONSUMER DISCOUNT
COMPANY

vs.

JEFFREY C. LYNN,

: IN THE COURT OF COMMON PLEAS

:

: OF COLUMBIA COUNTY

:

: No. 1279 Term 2007 J.D.

: No. 772 Term 2007 E.D.

Commonwealth of Pennsylvania:
County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO - EXHIBIT "A"

PARCEL NO. 04A-02-245-0,000

Principal and	
Interest to 09/11/2007	\$19,786.56
Attorneys' Commission	<u>\$ 2,967.98*</u>
TOTAL	\$22,754.54* and costs** as endorsed.

**Together with interest accruing from September 12, 2007, through to the date of any Sheriff's Sale pursuant to the Judgment entered in this case, all additional attorneys' commission, costs of suit and any money expended by Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses made by Plaintiff pursuant to the rights and privileges granted under the terms of the subject Mortgage.

***includes attorneys' commission of 15% of the Debt or the amount of legal expenses incurred in all collection efforts, whichever is greater. The actual amount may be higher.**

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

Dated: September 17, 2007

BY: Elizabeth A. Berman
Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 170 of 2007, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Columbia County Courthouse, in the Town of Orangeville, Columbia County, Pennsylvania, on _____, 2007, at _____m., all the right, title and interest of the Defendants in and to:

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

THENCE North nineteen degrees West, one hundred forty-five feet to an alley;

THENCE North seventy-one degrees East along said alley, two hundred feet to the corner of Lot No. 15;

THENCE along said lot, South nineteen degrees East, one hundred forty-five feet to Charles Avenue;

THENCE along Charles Avenue, South seventy-one degrees East, two hundred feet to the place of BEGINNING.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15;

THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley;

THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17;

THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue;

EXHIBIT "A"

THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Genevra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078.

The Parcel Number for the above-described premises is 04A-02-245-0,000.

PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY against JEFFREY C. LYNN, and will be sold by:

TIMOTHY T. CHAMBERLAIN
Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

EXHIBIT "A"

FAIRWAY CONSUMER DISCOUNT
COMPANY,

Plaintiff

v.

JEFFREY C. LYNN,

Defendant

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1279 CV 2007

2007-ED 170

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

North Penn Legal Services, Inc.
168 East 5th Street
Bloomsburg, PA 17815
(570) 784-8760

128 WEST MAIN STREET
BLOOMSBURG, PA 17815
TELEPHONE: 570.784.1460
FAX: 570.784.6477

DEANNA R. PEALER

Fax

To: TIM CHAMBERLIN, SHERIFF **From:** LORI LEX, PARALEGAL

Fax: 389.5625 **Pages:** 3

Phone: **Date:** 02/20/08

Re: JEFFREY LYNN /FAIRWAY CONSUMER CC:
241 CHARLES STREET, BERWICK, PA
SHERIFF SALE

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

Attached please find the lender's commitment for the above listed property. Please let me know when the proposed distribution date is up. We will be able to close on the 11th day if you just tell us what day it will be completed.

Thanks so much Tim! If you need anything else please call.



Yesterday's Traditions. Tomorrow's Vision.

PO Box 289 • 111 West Front Street, Berwick, PA 18603-0289
570.752.3671 • TOLL FREE 888.759.2266 • FAX 570.752.4022
www.firstkeystonenational.com

February 19, 2008

Timothy J. Hutton
451 E. 5th Street
Berwick, PA 18603

Dear Mr. Hutton:

We are please to inform you, your mortgage request to purchase property located at 241 Charles Street, Berwick, PA 18603 has been approved under the following terms and conditions:

1. Loan Amount: \$29,700.00
2. Terms: 15 years
3. Rate: 6.74% (with automatic payment from checking account)
4. Collateral: 241 Charles Street, Berwick, PA 18603
5. Payments: \$262.71 per month
6. Insurance: A homeowner's policy for 241 Charles Street, Berwick, PA 18603 in the amount of at least \$29,700.00 naming the First Keystone National Bank as mortgagee. The policy shall be for a one year period, with a paid receipt at closing.
7. Title Insurance: The bank will be provided with a title insurance policy in the amount of \$29,700.00 at closing. The policy will be for a first lien position on 241 Charles Street, Berwick, PA 18603 and include endorsements 100, 300 and 3.1.
8. Fees and closing costs: The borrower shall pay all closing costs incidental and pertaining to this loan.
9. Other conditions: Deed to 241 Charles Street, Berwick, PA 18603 to be in the name of Timothy J. Hutton.

10. The bank will be provided a certified copy of the Power of Attorney for Timothy J. Hutton.

11. Acceptance and closing: Acceptance of this commitment must be made within 10 days from the date by returning the signed original of this letter. Closing must be held within 30 days of the date of this letter.

You have indicated Attorney Deanna R. Pealer will be conducting the closing for this transaction. A copy of this letter has been sent to them. Please contact them to complete your arrangements for this closing.

Sincerely,



Gabriel D. Alessi
Assistant Vice President

We accept this offer of commitment on the 20 of February, 2008

Timothy J. Hutton: Christy E. Monaco 'attorney in fact'

LAW OFFICES
CHARITON & SCHWAGER

138 SOUTH MAIN STREET
 P.O. BOX 910

WILKES-BARRE, PENNSYLVANIA 18703-0910

JERRY B. CHARITON
 DAVID E. SCHWAGER
 JEFFREY J. MALAK*

*ALSO ADMITTED IN NEW JERSEY

LOUIS SHAFFER (1931-1984)

AREA CODE 570
 824-3511

FAX 824-3580

EMAIL: PALAW@CHARITON&SCHWAGER.COM
 WWW.CHARITON&SCHWAGER.COM

Direct E-Mail

des@charitonschwager.com

February 6, 2008

The Honorable Timothy T. Chamberlain
 Office of the Sheriff
 Columbia County Court House
 35 West Main Street
 Bloomsburg, PA 17815

VIA FAX
389-5625

Re: Fairway Consumer Discount Company v. Lynn, Jeffrey C.
 Premises: 241 Charles Street, Berwick Borough, Columbia County, PA 18603
 Columbia County No. 1279 CV 2007
 Our File No.: 1072121.674

Dear Sheriff Chamberlain:

Consistent with my telephone conversation with you earlier today regarding the Sheriff's Sale of real estate which took place today in the above-captioned mortgage foreclosure action, please allow this letter to serve as notice that the total amount due to Fairway Consumer Discount Company in connection with the above-captioned mortgage foreclosure action totals \$25,716.51.

Consequently, when you prepare and file your schedule of distribution, please show a distribution to Fairway totaling \$25,716.51, and provide me with a copy of such schedule of distribution at your earliest opportunity. Obviously, this amount is in addition to the Sheriff's costs, advertising expenses, recording fees, real estate taxes, municipal claims, and Sheriff's commission (poundage) which is to be deducted from the successful bid amount of \$33,000.00

Thank you very much for your courtesy and cooperation. Should you have any questions, please do not hesitate to contact me.

Sincerely,

CHARITON & SCHWAGER

DAVID E. SCHWAGER

DES/nd

cc: Melvin Warshal, President



Yesterday's Traditions. Tomorrow's Vision.

PO Box 289 • 111 West Front Street, Berwick, PA 18603-0289
570.752.3671 • TOLL FREE 888.759.2266 • FAX 570.752.4022
www.firstkeystonenational.com

12/28/2007

Timothy J. Hutton
451 E. 5th St
Berwick PA 18603

Dear Mr. Hutton:

We are pleased to pre-approve you for a monthly payment of \$427.15. This pre-approval is based on the information provided on your application and is valid for 180 days. Final approval is subject to a satisfactory credit review, property appraisal and verification of income and source of sufficient funds for down payment and closing costs.

Based on the monthly payment of \$427.15, you would qualify for the following loan program:

Loan Program: 30 year conventional mortgage
Total mortgage amount: \$70,300.00
Loan to value ratio: 95.000%
Purchase price: \$74,000.00
Qualifying interest rate: 6.125% *

*This rate is subject to change without notice. A change in the interest rate could affect the mortgage loan amount and the purchase price.

Again, we thank you for choosing First Keystone National Bank for your mortgage financing. Any time you have additional questions, please call me at (570) 752-8929.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gabriel D. Alessi'.

Gabriel D. Alessi
Loan Officer

PREAMBLE: This is a MILITARY POWER OF ATTORNEY prepared pursuant to Title 10 United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

DURABLE POWER OF ATTORNEY

I, Timothy J. Hutton, a legal resident of the State of Pennsylvania, hereby make, constitute and appoint my sister **CHRISTY E. MONICO**, having an address in **BERWICK, PENNSYLVANIA**, as my agent and my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent:

(a) to ask, demand, sue for, recover and receive all manner of goods, chattels, debts, rents, interest, sums of money and demands whatsoever, due or to become due, that are thought to be owing, belonging or payable to me in my own right or otherwise, and to execute, acknowledge and deliver acquittances, receipts, releases, satisfactions or other discharges for the same;

(b) to sell, transfer, exchange, convert, abandon, or otherwise dispose of, or grant options with respect to, real and personal property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate;

(c) to buy, sell, exchange, invest and reinvest in common or preferred stocks, bonds, commodities, options, limited liability companies, investment trusts, mutual funds, regulated investment companies and other types of securities and financial instruments, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments; to demand, receive and obtain any money or other things of value to which I am or may become or may claim to be entitled in connection with any stocks, bonds or other financial instruments; to cause securities or other property to be held or registered in the name of a nominee or nominees or unregistered or in any other form; to vote in person at meetings of stock or security holders and adjournments thereof, to enter into voting trusts, and to vote by general or limited proxy with respect to any stock or securities;

(d) to make, execute, endorse, accept and deliver in my name or in the name of my attorney-in-fact all checks, notes, drafts, warrants, securities, stock certificates, certificates of deposit, bonds, acknowledgments, and any other agreements, certificates or instruments of any nature, as my attorney-in-fact may deem necessary or appropriate;

(e) to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me alone or jointly; to open, continue, modify or terminate any account or banking arrangement in my name or jointly with others; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor from my assets; to pay, renew or extend the time of payment of any note given by me or on my behalf; to prepare financial statements concerning my assets and liabilities or income and expenses, and deliver them to financial institutions; to receive statements, notices and other

documents from financial institutions; to open or cause to be opened any safe deposit box in my name and to examine and remove any or all of the contents of such box; and to conduct such other banking transactions as my attorney-in-fact may deem necessary or appropriate;

(f) to take possession of, recover, obtain and hold any tangible personal property belonging to me or to which I may be entitled, and to receive and take for me and in my name any rents, issues and profits of any such property; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, grant options upon, assign, transfer, abandon, pledge, encumber or otherwise dispose of any personal property of any nature and wherever situate; to store property for hire or on a gratuitous bailment; to make repairs and alterations; and to execute, acknowledge and deliver all contracts, leases, notes, security agreements, guarantees, bills of sale, assignments, extensions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any personal property, as my attorney-in-fact may deem necessary or appropriate;

(g) to possess, recover, manage, hold, control, develop, subdivide, partition, mortgage, lease or otherwise deal with any real property belonging to me or to which I may be entitled; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, sublease, grant options upon, convey with or without covenants, quitclaim, assign, transfer, abandon, encumber or otherwise dispose of any real property of any nature and wherever situate; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor by mortgage, deed of trust or similar instrument or pledge of any property; to satisfy, discharge, release or extend the term of any mortgage, deed of trust or similar instrument; to apply for zoning, rezoning or other governmental permits; to make repairs, replacements and improvements, structural or otherwise; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit property to be lost by tax sale, foreclosure or other proceeding or to convey property for a nominal consideration or without consideration; and to execute, acknowledge and deliver all contracts, deeds, leases, mortgages, notes, security agreements, guarantees, transfers to trusts, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any real property, as my attorney-in-fact may deem necessary or appropriate;

(h) to commence any actions or proceedings for the recovery of any real or personal property or for any other purpose; to appear in, answer and defend any actions or proceedings commenced against me; and to prosecute, maintain, appeal, discontinue, compromise, arbitrate, mediate, settle and adjust all actions, proceedings, accounts, dues and demands that now or hereafter may exist, as my attorney-in-fact may deem necessary or appropriate;

(i) to create, amend or terminate one or more trusts, partnerships, corporations, limited liability companies, co-tenancies or any other form of ownership or entity for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney-in-fact may deem necessary or appropriate; to transfer any or all property in which I have an interest into any trusts, partnerships, corporations, limited liability companies, co-tenancies or other entities, whether created by me or my attorney-in-fact or otherwise (and, in this regard, that my attorney-in-fact may be a remainderman, partner, shareholder, member, co-tenant or beneficiary of any such entity shall not affect the validity of any action hereunder, and shall not, by itself, constitute a breach of fiduciary duty); to remove property from any such entity; and to give to any such entity, or to any person acting as agent or trustee under any instrument executed by me or on my behalf, such instructions or authorizations as I may have the right to give;

(j) to join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(k) to deal with all matters relating to all forms of insurance and annuities, including the procurement, maintenance and termination thereof; however, notwithstanding the powers given my attorney-in-fact in this and other provisions of this power of attorney, my attorney-in-fact shall have no incidents of ownership in any life insurance policy in which I own an interest and which insures the life of my attorney-in-fact;

(l) to do all acts necessary to maintain my customary standard of living and that of my family and other persons customarily supported by me, including without limitation the power to pay for medical, dental and surgical care, living quarters, usual vacation and travel expenses, shelter, clothing, food, education, organizational fees and contributions, and other living costs;

(m) to act for me in all matters which affect my right to government benefits and assistance, including without limitation Social Security, Medicare, Medicaid, qualified state tuition programs, and other governmental benefits and benefits relating to civil or military service; to file, prosecute, submit to arbitration or settle any claim for benefits or assistance; to establish new residency and domicile; and to receive the proceeds of claims and conserve, invest, disburse and use them on my behalf;

(n) to take all steps and remedies necessary or appropriate for the conduct and management of any business in which I may have an interest; to exercise in person or by proxy any right, privilege or option which I may have with respect to any business; to continue, modify, negotiate, renegotiate, extend and terminate any and all contracts or agreements heretofore or hereafter made with respect to the business; to pay, compromise or contest business taxes or other claims or obligations; to determine the policies of the business as to the location, methods and manner of its operations including its financing, accounting, and insurance; and to add or remove capital from the business;

(o) to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my attorney-in-fact may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my attorney-in-fact may deem necessary or appropriate; and

(p) to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in and about or concerning my property or any part thereof.

I authorize my attorney-in-fact to sell, grant options upon, convey with or without covenants, exchange, lease, assign, transfer, encumber or otherwise dispose of any real property which I own, together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my attorney-in-fact may deem necessary or appropriate; to prosecute, defend, intervene in, arbitrate, appeal, compro-

mise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in connection with the sale of the property.

I authorize my attorney-in-fact to sell, grant options upon, assign, transfer, exchange, lease, convey, encumber or otherwise dispose of any business which I own or in which I have an interest, in such manner, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate; to possess, recover, manage, control, or otherwise deal with the property; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, bills of sale, assignments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, extensions, satisfactions, releases, waivers, consents, affidavits, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my attorney-in-fact may deem necessary or appropriate; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in connection with the sale of the property.

In addition, I specifically authorize my attorney-in-fact to make gifts, outright or in trust, of my property to or for the benefit of such persons within the class of permitted donees hereafter described as, in the opinion of my attorney-in-fact, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. The class of permitted donees shall consist solely of my wife, my children and more remote issue, the spouses of my children and more remote issue, or any custodian or guardian for the benefit of any of the foregoing or any trust for the benefit of any of the foregoing. The gifts to each donee shall not exceed in aggregate, in any calendar year, the amount excludible from gifts for gift tax purposes by virtue of Section 2503(b) of the Internal Revenue Code, or any successor thereto, in effect in the year in question (currently \$10,000 under said statute, heretofore adjusted to \$11,000, or if an election to split gifts is made \$20,000 heretofore adjusted to \$22,000, subject to further adjustment for inflation, or gifts in conformity with the Code's annual exclusion rules for gifts to Section 529 accounts). I authorize my attorney-in-fact to consent to splitting gifts with my wife so that the annual exclusions, unified credits, and generation skipping transfer tax exemptions and exclusions of both my wife and myself may be used. Gifts in excess of said limit may be made to pay tuition costs and medical expenses so long as the payment of such gifts is made in a manner so as not to be subject to gift or generation skipping transfer taxes pursuant to Sections 2503(e) and 2611(b)(1) of the Internal Revenue Code, or any successor thereto.

In addition, I specifically authorize my attorney-in-fact to disclaim, within the meaning of Section 2518 of the Internal Revenue Code and applicable state law, any interest in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any devise, legacy, interest, right, privilege, or power to which I otherwise succeed under the Last Will and Testament of any person, by operation of law, under a beneficiary designation of any policy of insurance, under a beneficiary designation for any individual retirement account (IRA), Roth IRA, pension plan, investment account or other asset, or in any joint tenancy or survivorship interest I may have.

In addition, I specifically authorize my attorney-in-fact to deal with tax authorities, to execute, sign and file on my behalf any and all federal, state, local and foreign income, gift, payroll and other tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods from tax year 2000 through tax year 2050; to pay any taxes, penalties and interest due thereon; to allocate generation skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney and Declaration of Representative) or Form

8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my attorney-in-fact if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay, by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my attorney-in-fact to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute any requests for extension of time and consents extending the statutory period for assessment or collection of such taxes; to execute petitions contesting taxes; to establish new residency and domicile; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my attorney-in-fact; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my attorney-in-fact may designate.

In addition, I specifically authorize my attorney-in-fact to make voluntary contributions to, transfer assets between, and withdraw amounts from any qualified retirement benefit plan or individual retirement account (including Roth IRA's); to change beneficiary designations on any such plan or IRA; to waive spousal rights on any such plan or IRA; to convert an IRA to a Roth IRA; to make elections with respect to the timing, method and amounts of withdrawals, distributions and/or rollovers, methods of calculating minimum required distributions, and methods of distribution as a beneficiary of another's plan or IRA; and to take any other actions with respect to any such plan or IRA as I could take.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

Unless revoked by me, in writing, this power of attorney shall terminate **on 24 January 2010**.

It may be necessary for my attorney-in-fact to have access to my medical records to establish whether medical bills are valid and appropriate or for other purposes. I grant to my attorney-in-fact the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that

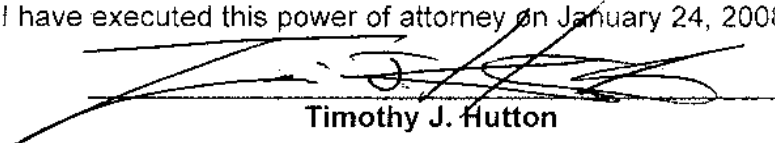
such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my attorney-in-fact to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.

It is my desire and request that no guardian or conservator of my person or property be appointed in the event of my disability or incapacity. If, however, a guardian or conservator of my person or property is to be appointed for me, I hereby nominate and appoint my attorney-in-fact hereunder to serve as guardian and conservator without bond.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

This power of attorney shall be governed by Texas law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney on January 24, 2008.

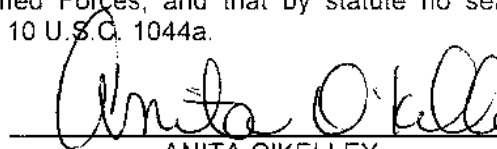

Timothy J. Hutton

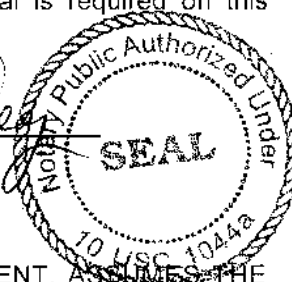
STATE OF TEXAS, COUNTY OF BELL, SS.

Before me, a person authorized to administer oaths under Title 10 U.S.C. 1044a, on this day personally appeared **Timothy J. Hutton**, proved to me to be the person whose name is subscribed to the foregoing power of attorney and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal on January 24, 2008.

I, the undersigned officer, do hereby certify that I am, on the date of this certificate, a person with the power described in Title 10 U.S.C. 1044a of the grade, branch of service, and organization stated below in the active service of the United States Armed Forces, and that by statute no seal is required on this certificate, under authority granted to me by Title 10 U.S.C. 1044a.


ANITA O'KELLEY
SPC, U.S. Army
QSA 10 USC 1044(A)



THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

TIMOTHY J HUTTON
CHRISTY E MONICO
451 E 5TH STREET
BERWICK, PA 18603

02-06-08 DATE

221

60-712313
BRANCH 1

PAY TO THE
ORDER OF

DOLLARS

1

500.00
FIVE HUNDRED
DOLLARS

Five Thousand Four Hundred and 00/100



Christy E Monico MP

FOR

⑆031307125⑆ 02 25833 206⑈ 0226⑆

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA) SS

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice January 16, 23, 30, 2008 as printed and published; that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....
[Signature]

Sworn and subscribed to before me this 30th day of May, 2008..

.....
[Signature]

(Notary Public)

My commission expires
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal

Dennis L. Ashenfelder, Notary Public
Scott Twp., Columbia County
My Commission Expires July 3, 2011

Member, Pennsylvania Association of Notaries

And now,, 20....., I hereby certify that the advertising and publication charges amounting to \$.....for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/2/2007

SERVICE# 8 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Deb

RELATIONSHIP _____ IDENTIFICATION _____

DATE 1-25-08 TIME 1530 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY

TC DATE _____

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 704-6300

FAIRWAY CONSUMER DISCOUNT
COMPANY

VS

Docket # 170ED2007

MORTGAGE FORECLOSURE


JEFFREY C. LYNN

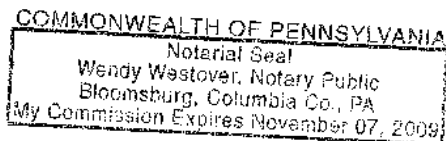
AFFIDAVIT OF SERVICE

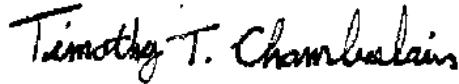
NOW, THIS WEDNESDAY, OCTOBER 03, 2007, AT 3:05 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JEFFREY LYNN AT 241 CHARLES STREET, BERWICK BY HANDING TO JEFFREY LYNN, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, OCTOBER 04, 2007


NOTARY PUBLIC





X
TIMOTHY T. CHAMBERLAIN
SHERIFF

X 
P. D'ANGELO
DEPUTY SHERIFF

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/2/2007

SERVICE# 3 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

PERSON/CORP TO SERVED
CONNIE GINGHER-TAX COLLECTOR
1615 LINCOLN AVE.
BERWICK

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON CONNIE GINGHER

RELATIONSHIP _____ IDENTIFICATION _____

DATE 12-05-07 TIME 1545 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE	TIME	OFFICER	REMARKS
------	------	---------	---------

_____	_____	_____	_____
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_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
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DEPUTY

For DCL

DATE 12-05-07

Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

INTERNAL REVENUE SERVICE
TECHNICAL SUPPORT GROUP
WILLIAM GREEN FEDERAL BUILDING
600 ARCH STREET ROOM 3259
PHILADELPHIA, PA 19106

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 2760 0004 5957 5595

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service label)

7006 2760 0004 5957 5625

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service label)

7006 2760 0004 5957 5601

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service label)

7006 2760 0004 5957 5618

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

D. Is delivery address different from item 1?

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

D. Is delivery address different from item 1?

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

D. Is delivery address different from item 1?

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/2/2007

SERVICE# 4 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

PERSON/CORP TO SERVED

BERWICK SEWER

1108 FREAS AVE.

BERWICK

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Kristy Romie

RELATIONSHIP CLERK IDENTIFICATION _____

DATE 12-05-07 TIME 1530 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE

TIME

OFFICER

REMARKS

DEPUTY

For Dm

DATE 12 05 07

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5623

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Wednesday, October 03, 2007

**CONNIE GINGHER-TAX COLLECTOR
1615 LINCOLN AVE.
BERWICK, PA 18603-**

**FAIRWAY CONSUMER DISCOUNT COMPANY
VS
JEFFREY C. LYNN**

DOCKET # 170ED2007

JD # 1279JD2007

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office **IMMEDIATELY**.

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

Respectfully,

Timothy T. Chamberlain

Timothy T. Chamberlain
Sheriff of Columbia County



December 7, 2007

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

FAIRWAY CONSUMER DISCOUNT COMPANY

VS.

JEFFREY C. LYNN

DOCKET # 170ED2007

JD # 1279JD2007

Dear Timothy:

The balance due on sewer account #122363 for the property located at 241 Charles Street Berwick, Pa through February 2008 is \$260.54.

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

Sincerely,

Kelly Greer
Authority Clerk

COUNTY OF COLUMBIA
REAL ESTATE TAX LIEN CERTIFICATE

DATE:28-JAN-08

FEE:\$5.00

CERT. NO:4135

LYNN JEFFREY C
P O BOX 971
BERWICK PA 18603

DISTRICT: BERWICK BORO
DEED 20020-2078
LOCATION: LOTS 17
PARCEL: 04A-02 -245-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING- COSTS	TOTAL AMOUNT DUE
2007	PRIM	1,476.51	10.96	0.00	1,487.47
TOTAL DUE :					\$1,487.47

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: February ,2008

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF
DECEMBER 31, 2007

REQUESTED BY: Timothy T. Chamberlain, Sheriff
dm.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/2/2007

SERVICE# 5 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

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

SERVED UPON MAUREN C. LYNN

RELATIONSHIP Customer Ser. IDENTIFICATION _____

DATE 12-3-7 TIME 1400 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

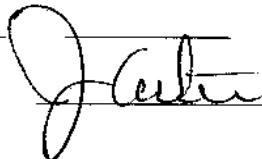
ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 12-3-7

LAW OFFICES
CHARITON & SCHWAGER

138 SOUTH MAIN STREET
P.O. BOX 910

WILKES-BARRE, PENNSYLVANIA 18703-0910

LOUIS SHAFFER (1931-1984)

AREA CODE 570
824-3511

FAX 824-3580

EMAIL: PALAW@CHARITONSCHWAGER.COM
WWW.CHARITONSCHWAGER.COM

JERRY B. CHARITON
DAVID E. SCHWAGER
JEFFREY J. MALAK*

*ALSO ADMITTED IN NEW JERSEY

Direct E-Mail
des@charitonschwager.com

October 12, 2007

The Honorable Timothy T. Chamberlain
Office of the Sheriff
Columbia County Court House
35 West Main Street
Bloomsburg, PA 17815

Re: Fairway Consumer Discount Company v. Lynn, Jeffrey C.
Premises: 241 Charles Street, Berwick Borough, Columbia County, PA 18603
Columbia County No. 1279 CV 2007
Our File No.: 1072121.674

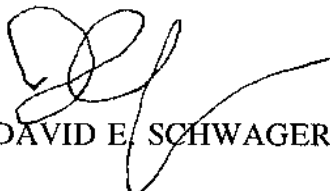
Dear Sheriff Chamberlain:

Enclosed please find a time-stamped copy of the Affidavit of Service in connection with the above-captioned mortgage foreclosure action.

Thank you very much for your courtesy and cooperation in this matter. Should you have any questions concerning the enclosed documents or should you require anything additional information, please feel free to contact me.

Sincerely,

CHARITON & SCHWAGER



DAVID E. SCHWAGER

DES/nd

Enclosures

cc: Melvin Warshal, President

FAIRWAY CONSUMER DISCOUNT
COMPANY,

Plaintiff

v.

JEFFREY C. LYNN,

Defendant

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1279 CV 2007

AFFIDAVIT OF SERVICE

The undersigned, being duly sworn according to law, does hereby state that he is a person of such age and discretion as to be competent to serve papers; that on October 5, 2007, he served a Notice of Sheriff's Sale of Real Estate pursuant to Pennsylvania Rules of Civil Procedure 3129.2, inter alia, describing the property to be sold, its location, the improvements, if any, the judgment of the court on which the sale is being held, the name of the owners, and the time and place of sale by placing same in a post paid envelope first class mail, addressed to the persons who are named in this Affidavit, who are or may be lienholders on the real estate subject to sale, at the places and addresses stated below, by delivering said envelopes and contents to a United States Postal Service employee at a United States Post Office in Wilkes-Barre, Luzerne County, Pennsylvania and obtaining Certificates of Mailing for the Notices. Copies of the Certificates of Mailing are attached to this Affidavit, marked Exhibit "A", and incorporated into this Affidavit by reference.

The facts set forth in this Affidavit of Service are true and correct to the best of his knowledge, information and belief; and this statement is made subject to the penalties of law contained in 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Names

Addresses

Connie Gingher
Berwick Borough Tax Collector

1615 Lincoln Avenue
Berwick, PA 18603

Berwick Area Joint Sewer Authority

1108 Freas Avenue
Berwick, PA 18603

Genevra Hope Lynn s/k/a Hope G. Lynn

241 Charles Street
Berwick, PA 18603

Columbia County Tax Claim Bureau

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

Domestic Relations Section
Columbia County Court of Common Pleas

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

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

CHARITON & SCHWAGER

By: 

DAVID E. SCHWAGER, ESQUIRE

EXHIBIT “A”

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in stamps or meter postage and
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received by CHARITON & SCHWAGER 138 S. MAIN STREET P.O. BOX 910 WILKES-BARRE, PA 18703-0910		
One piece of ordinary mail addressed to: GENEVRA HOPE LYNN S/K/A HOPE G. LYNN 241 CHARLES STREET BERWICK, PA 18603		

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received by CHARITON & SCHWAGER 138 S. MAIN STREET P.O. BOX 910 WILKES-BARRE, PA 18703-0910		
One piece of ordinary mail addressed to: COLUMBIA COUNTY TAX CLAIM BUREAU COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815		

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in stamps or meter postage and post mark. Inquire of F
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received by CHARITON & SCHWAGER 138 S. MAIN STREET P.O. BOX 910 WILKES-BARRE, PA 18703-0910		
One piece of ordinary mail addressed to: BERWICK AREA JOINT SEWER AUTHORITY 1108 FREAS AVENUE BERWICK, PA 18603		

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in sta or meter postage at
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received by CHARITON & SCHWAGER 138 S. MAIN STREET P.O. BOX 910 WILKES-BARRE, PA 18703-0910		
One piece of ordinary mail addressed to: CONNIE GINGHER BERWICK BOROUGH TAX COLLECTOR 1615 LINCOLN AVENUE BERWICK, PA 18603		

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in stamps or meter postage and
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received by CHARITON & SCHWAGER 138 S. MAIN STREET P.O. BOX 910 WILKES-BARRE, PA 18703-0910		
One piece of ordinary mail addressed to: DOMESTIC RELATIONS SECTION COLUMBIA COUNTY COURT OF COMMON PLEAS COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815		

PS Form 3817, January 2001

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

**FAIRWAY CONSUMER DISCOUNT
COMPANY**

Docket # 170ED2007

VS

MORTGAGE FORECLOSURE

JEFFREY C. LYNN

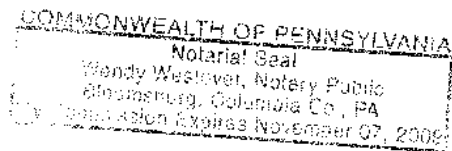
AFFIDAVIT OF SERVICE

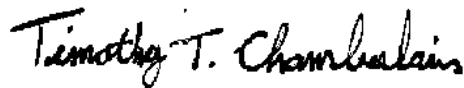
NOW, THIS WEDNESDAY, OCTOBER 03, 2007, AT 3:05 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON GENEVRA HOPE LYNN S/K/A HOPE G. LYNN AT 241 CHARLES STREET, BERWICK BY HANDING TO JEFFREY LYNN, SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

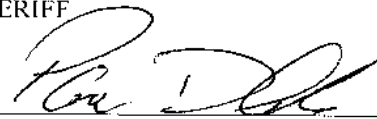
SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, OCTOBER 04, 2007


NOTARY PUBLIC





X
TIMOTHY T. CHAMBERLAIN
SHERIFF

X 
P. D'ANGELO
DEPUTY SHERIFF

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/2/2007

SERVICE# 1 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

PERSON/CORP TO SERVED	PAPERS TO SERVED
JEFFREY LYNN	MORTGAGE FORECLOSURE
241 CHARLES STREET	
BERWICK	

SERVED UPON JEFF LYNN

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10-03-07 TIME 1505 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

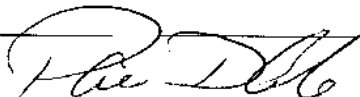
ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 10-03-07

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/2/2007

SERVICE# 2 - OF - 11 SERVICES
DOCKET # 170ED2007

PLAINTIFF FAIRWAY CONSUMER DISCOUNT COMPANY

DEFENDANT JEFFREY C. LYNN
ATTORNEY FIRM CHARITON & SCHWAGER

PERSON/CORP TO SERVED	PAPERS TO SERVED
GENEVRA HOPE LYNN S/K/A HOPE G. LYNN	MORTGAGE FORECLOSURE
241 CHARLES STREET	
BERWICK	

SERVED UPON JEFF LYNN

RELATIONSHIP SON IDENTIFICATION _____

DATE 10-03-07 TIME 1505 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE	TIME	OFFICER	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
DEPUTY <u>Paul D. [Signature]</u>	_____	DATE <u>10.03.07</u>	_____

REAL ESTATE OUTLINE

ED # 176-07

DATE RECEIVED 10-2-07
DOCKET AND INDEX 10-3-07

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<input checked="" type="checkbox"/>	
COPY OF DESCRIPTION	<input checked="" type="checkbox"/>	
WHEREABOUTS OF LKA	<input checked="" type="checkbox"/>	
NON-MILITARY AFFIDAVIT	<input checked="" type="checkbox"/>	
NOTICES OF SHERIFF SALE	<input checked="" type="checkbox"/>	
WATCHMAN RELEASE FORM	<input checked="" type="checkbox"/>	
AFFIDAVIT OF LIENS LIST	<input checked="" type="checkbox"/>	
CHECK FOR \$1,350.00 OR	<input checked="" type="checkbox"/>	CK# <u>3109</u>

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

SALE DATE	<u>Feb. 6, 08</u>	TIME <u>0900</u>
POSTING DATE	<u>Jan. 4, 08</u>	
ADV. DATES FOR NEWSPAPER	1 ST WEEK <u>Jan 16</u>	
	2 ND WEEK <u>23</u>	
	3 RD WEEK <u>30, 08</u>	

SHERIFF'S SALE

WEDNESDAY FEBRUARY 6, 2008 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 170 OF 2007 ED AND CIVIL WRIT NO. 1279 OF 2007 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

THENCE North nineteen degrees West, one hundred forty-five feet to an alley; THENCE North seventy-one degrees East along said alley, two hundred feet to the corner of Lot No. 15; THENCE along said lot, South nineteen degrees East, one hundred forty-five feet to Charles Avenue; THENCE along Charles Avenue, South seventy-one degrees East, two hundred feet to the place of BEGINNING.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15; THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley; THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17; THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue; THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Gencvra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to instrument No. 2002202078. The Parcel Number for the above-described premises is 04A-02-245-0,000.

PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY against JEFFREY C. LYNN.

TERMS OF SALE

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

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

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

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

Plaintiff's Attorney
David Schwager
P.O. Box 910
Wilkes-Barre, PA 18703

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

SHERIFF'S SALE

WEDNESDAY FEBRUARY 6, 2008 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 170 OF 2007 ED AND CIVIL WRIT NO. 1279 OF 2007 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASII, 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:

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:
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PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15; THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley; THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17; THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue; THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

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PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY against JEFFREY C. LYNN.

TERMS OF SALE

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

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

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

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

Plaintiff's Attorney
David Schwager
P.O. Box 910
Wilkes-Barre, PA 18703

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

LAW OFFICES
CHARITON & SCHWAGER

138 SOUTH MAIN STREET
P.O. BOX 910

WILKES-BARRE, PENNSYLVANIA 18703-0910

LOUIS SHAFFER (1931-1984)

JERRY B. CHARITON
DAVID E. SCHWAGER
JEFFREY J. MALAK*

*ALSO ADMITTED IN NEW JERSEY

AREA CODE 570
824-3511

FAX 824-3580

EMAIL: PALAW@CHARITONSWWAGER.COM

WWW.CHARITONSWWAGER.COM
Direct E-Mail
des@charitonschwager.com

October 1, 2007

The Honorable Timothy T. Chamberlain
Office of the Sheriff
Columbia County Court House
35 West Main Street
Bloomsburg, PA 17815

Re: Fairway Consumer Discount Company v. Lynn, Jeffrey C.
Premises: 241 Charles Street, Berwick Borough, Columbia County, PA 18603
Columbia County No. 1279 CV 2007
Our File No.: 1072121.674

Dear Sheriff Chamberlain:

Enclosed please find the following documents in connection with the scheduling of a Sheriff's Sale, in the above-captioned mortgage foreclosure action:

1. Two (2) copies of the Writ of Execution, Sheriff's Sale Description, and Writ of Execution Notice.
2. Affidavit of Non-Military Service and Certification of Last known Address.
3. Waiver of Watchman.
4. 3129.1 Affidavit.
5. An original Affidavit of Service.
6. An original and two (2) copies of the Notice of Sheriff's Sale of Real Estate.
7. Five (5) abridged legal descriptions for the Sheriff to use for publication purposes.
8. Five (5) full legal descriptions.
9. A check made payable to the Sheriff of Columbia County in the amount of \$1,350.00, the required deposit amount.

Thank you very much for your courtesy and cooperation in this matter. Should you have any questions concerning the enclosed documents or should you require anything additional information, please feel free to contact me.

Sincerely,

CHARITON & SCHWAGER


DAVID E. SCHWAGER

DES/nd
Enclosures
cc: Melvin Warshal, President

FAIRWAY CONSUMER DISCOUNT
COMPANY,

Plaintiff

v.

JEFFREY C. LYNN,

Defendant

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1279 CV 2007

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

MELVIN WARSHAL verifies that he did, upon request of FAIRWAY CONSUMER DISCOUNT COMPANY, investigate the status of JEFFREY C. LYNN, Defendant in this case, with regard to the Servicemembers Civil Relief Act and the Soldiers' and Sailors' Civil Relief Act of 1940 and that he made such investigation personally; that he has been informed and your affiant avers that he is not now, nor was he within a period of three (3) months last, in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940; and that the last known address of said Defendant is 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania 18603; and the address of Plaintiff is 8 Marion Street, Luzerne Borough, Luzerne County, Pennsylvania 18709

The facts set forth in this Affidavit of Non-Military Service and Certification of Last Known Address of Defendant and Plaintiff are true and correct to the best of his knowledge, information and belief; and this statement is made subject to the penalties of law contained in 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


MELVIN WARSHAL, President
Fairway Consumer Discount Company

Dated: September 12, 2007

FAIRWAY CONSUMER DISCOUNT
COMPANY,

Plaintiff

v.

JEFFREY C. LYNN,

Defendant

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1279 CV 2007

2007-ED-170

WAIVER OF WATCHMAN

TO THE SHERIFF OF COLUMBIA COUNTY:

Please seize, levy, advertise, and sell all that certain piece or parcel of land situate at 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania ("Premises"). You are released from all responsibility in not placing watchmen or insurance on the Premises.

CHARITON & SCHWAGER

BY: 

David E. Schwager, Esquire

138 South Main Street

P.O. Box 910

Wilkes-Barre, PA 18703-0910

Attorneys for Plaintiff

FILED
2007 JUN 18
CLERK OF COURT

FAIRWAY CONSUMER DISCOUNT
COMPANY,

Plaintiff

v.

JEFFREY C. LYNN,

Defendant

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1279 CV 2007

AFFIDAVIT PURSUANT TO RULE 3129.1

FAIRWAY CONSUMER DISCOUNT COMPANY, 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 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania, the same being more particularly described in the attached Exhibit "A".

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

Name

Address

Jeffrey C. Lynn

241 Charles Street
Berwick, PA 18603

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

Name

Address

Jeffrey C. Lynn

241 Charles Street
Berwick, PA 18603

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

<u>Name</u>	<u>Address</u>
-------------	----------------

None

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

<u>Name</u>	<u>Address</u>
-------------	----------------

Fairway Consumer Discount Company	8 Marion Street Luzerne, PA 18709
-----------------------------------	--------------------------------------

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

<u>Name</u>	<u>Address</u>
-------------	----------------

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:

<u>Name</u>	<u>Address</u>
-------------	----------------

None

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

<u>Name</u>	<u>Address</u>
-------------	----------------

Connie Gingher Berwick Borough Tax Collector	1615 Lincoln Avenue Berwick, PA 18603
---	--

Berwick Area Joint Sewer Authority	1108 Freas Avenue Berwick, PA 18603
------------------------------------	--

Genevra Hope Lynn s/k/a Hope G. Lynn	241 Charles Street Berwick, PA 18603
--------------------------------------	---

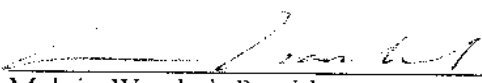
Columbia County Tax Claim Bureau	Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815
----------------------------------	--

Domestic Relations Section Columbia County Court of Common Pleas	Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815
---	--

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

FAIRWAY CONSUMER DISCOUNT COMPANY

DATE: 9/26/07

By: 
Melvin Warshal, President

SHERIFF'S SALE DESCRIPTION

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

THENCE North nineteen degrees West, one hundred forty-five feet to an alley;

THENCE North seventy-one degrees East along said alley, two hundred feet to the corner of Lot No. 15;

THENCE along said lot, South nineteen degrees East, one hundred forty-five feet to Charles Avenue;

THENCE along Charles Avenue, South seventy-one degrees East, two hundred feet to the place of BEGINNING.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15;

THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley;

THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17;

THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue;

THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Genevra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078.

The Parcel Number for the above-described premises is 04A-02-245-0,000.

PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY against JEFFREY C. LYNN, and will be sold by:

TIMOTHY T. CHAMBERLAIN
Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

EXHIBIT "A"

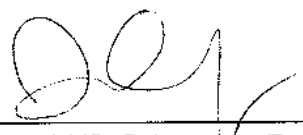
FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
	:	
	:	OF COLUMBIA COUNTY
Plaintiff	:	
	:	CIVIL ACTION - LAW
v.	:	
	:	IN MORTGAGE FORECLOSURE
JEFFREY C. LYNN,	:	
	:	
Defendant	:	NO. 1279 CV 2007
	:	<i>2007-ED-170</i>

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: JEFFREY C. LYNN, Defendant in this case and owner of the Real Estate described in this Notice; NOTICE IS HEREBY GIVEN that by virtue of the Writ of Execution issued under the Judgment in this case, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Columbia County Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on _____, 2007, at _____ o'clock _____ m., Eastern Time, all your right, title and interest in and to ALL that certain piece or parcel of land situate at 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania, the same being more particularly described in Exhibit "A", attached to and incorporated into this Notice.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days after said Sheriff's Sale file a schedule of distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed to said schedule within ten (10) days.

CHARITON & SCHWAGER

BY:  _____
David E. Schwager, Esquire
138 South Main Street
P.O. Box 910
Wilkes-Barre, PA 18703-0910
Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. _____ of 2007, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Columbia County Courthouse, in the Town of Orangeville, Columbia County, Pennsylvania, on _____, 2007, at _____m., all the right, title and interest of the Defendants in and to:

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

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ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15;

THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley;

THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17;

THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue;

EXHIBIT "A"

THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Genevra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078.

The Parcel Number for the above-described premises is 04A-02-245-0,000.

PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

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TIMOTHY T. CHAMBERLAIN
Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

Columbia County Writ of Execution No. 170 of 2007. To be sold in the Columbia County Courthouse, Bloomsburg, PA, on _____, 2007, at _____.m., all of the interest of the Defendants in:

A parcel of land in Berwick Borough, Columbia County, PA, BEING the same premises described in a Deed dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078. The Parcel Number is 04A-02-245-0,000. PREMISES improved with a single family home known as 241 Charles Street, Berwick Borough. SUBJECT to all matters appearing in chain of title.

NOTICE: If required, the Sheriff will file a schedule of distribution not later than 30 days after the sale in his office. Distribution will be made in accordance with the schedule, unless exceptions are filed within 10 days.

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Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

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CHARITON & SCHWAGER
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Attorneys

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PARCEL NO. 1

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BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

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THENCE North seventy-one degrees East along said alley, two hundred feet to the corner of Lot No. 15;

THENCE along said lot, South nineteen degrees East, one hundred forty-five feet to Charles Avenue;

THENCE along Charles Avenue, South seventy-one degrees East, two hundred feet to the place of BEGINNING.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15;

THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley;

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EXHIBIT "A"

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EXHIBIT "A"

THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Genevra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078.

The Parcel Number for the above-described premises is 04A-02-245-0,000.

PREMISES improved with a single family frame dwelling more commonly known as 241 Charles Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed to the schedule within ten (10) days.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY against JEFFREY C. LYNN, and will be sold by:

TIMOTHY T. CHAMBERLAIN
Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 170 of 2007, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Columbia County Courthouse, in the Town of Orangeville, Columbia County, Pennsylvania, on _____, 2007, at _____m., all the right, title and interest of the Defendants in and to:

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING on the northerly line of Charles Avenue at the easterly corner of Lot No. 21;

THENCE North nineteen degrees West, one hundred forty-five feet to an alley;

THENCE North seventy-one degrees East along said alley, two hundred feet to the corner of Lot No. 15;

THENCE along said lot, South nineteen degrees East, one hundred forty-five feet to Charles Avenue;

THENCE along Charles Avenue, South seventy-one degrees East, two hundred feet to the place of BEGINNING.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Charles Avenue at the corner of Lot No. 15;

THENCE along the same, North 19 degrees West, 145 feet to fifteen (15) foot alley;

THENCE along said alley, South 71 degrees West, 40 feet to corner of Lot No. 17;

THENCE along said lot, South 19 degrees East, 145 feet to Charles Avenue;

EXHIBIT "A"

THENCE along Charles Avenue, North 71 degrees East, 40 feet to the place of BEGINNING.

BEING the same premises conveyed to Jeffrey C. Lynn by Deed of Genevra Hope Lynn, Widow, dated February 13, 2002, and recorded in the Office of the Recorder of Deeds in and for Columbia County to Instrument No. 2002202078.

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Sheriff of Columbia County

CHARITON & SCHWAGER
Attorneys

EXHIBIT "A"

3109

FAIRWAY CONSUMER DISCOUNT CO.

P.O. BOX 12
LUZERNE, PA 18709

DATE 9/27/67

60-7179-2313

Sherrice of Luveria County

\$ 1,350.00

PAY TO THE ORDER OF

ONE THOUSAND THREE HUNDRED FIFTY & NO/100

DOLLARS

Small Square
Number Box

PRESIDENT-TREASURER



BANKING
INSURANCE
INVESTMENTS
TRUST

FOR Jeffrey Lynn

⑆003109⑆ ⑆231371799⑆ 1209000709⑆