## SHERIFF'S SALE COST SHEET

The Punk of My had to	VS. Conting Calming
NO. 45 ED NO. 775 67	JD DATE/TIME OF SALE Ares 1 2900
DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ /3\$.00
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$77.50°
ADVERTISING SALE BILLS & COPIES	
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ 10,00
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$(4.5 <b>0</b>
NOTARY	\$ <u>/2.00</u> ************* \$ 3.77.70
TOTAL *******	*********
WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$1-19649
SOLICITOR'S SERVICES	\$75.00
TOTAL *******	******* \$ 1437,44
PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ -/~ 50 ************ \$ 7/50
TOTAL *******	********
REAL ESTATE TAXES:	
BORO, TWP & COUNTY 20	\$ 500,50
SCHOOL DIST. 20	\$ <u>7.430.7</u> 3
DELINQUENT 20	\$ 5,00
TOTAL *******	******** \$ 1786,42
MUNICIPAL FEES DUE:	
SEWER 20	\$
WATER 20	\$
TOTAL *******	\$ \$_ **********
SURCHARGE FEE (DSTE)	\$ 17Y240X
MISC.	\$
	\$
TOTAL ******	\$_/\(\alpha\)\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
TOTAL COSTS (O	· · · · · · · · · · · · · · · · · · ·

95218

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE DAPER WITH MICROPHINTED BORDER

NUMBER

95218

UDREN LAW OFFICES, PC
PA ESCROW ACCOUNT
OFFICES FORD
OFFICES FORD
CHERRY HUL, NJ 08003

DATE

08/02/2007

\*\*Two Thousand Three hundred Eleven dollars and Sixty cents\*\*

\$2,311.60

Sheriff of Columbia County

ORDER OF PAY TO THE

Sheriff Costs 07010051 White For

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUGH OR PRESS HERE - RED MAGE DISAPPEARS WITH HEAT 584745 3W 36 18081003601 18152PON

## COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

1-1921	of William	12 (*)\	/S <u>/.c</u> /	4.44 .69	<u> </u>
	4/5-07			173.0	
DATE	TIME OF SALE:	Aug. 1	<u> </u>	<del></del>	
BID PI	RICE (INCLUDES (	COST)		736,6	
POUN	DAGE – 2% OF BJI	)	\$	74.74	
TRAN	SFER TAX – 2% OI	F FAIR MKT	\$		
MISC.	COSTS		\$		
TOTA	L AMOUNT NEED	ED TO PURC	HASE		s_3811.40
	HASER(S): ESS:		· · · · · ·		
NAME	S(S) ON DEED: HASER(S) SIGNAT	URE(S):	Dha		Selè.
	TOT	AL DUE:			\$ 58/1,60 \$ 15100,00
	LESS	S DEPOSIT:			<u>\$ 15,00,00</u>
	DOW	'N PAYMEN'	Т:		\$
	TOT	AL DUE IN 8	DAYS		\$ 2311,60

## UDREN LAW OFFICES. P.C.

WOODCREST CORPORATE CENTER 111 WOODCREST ROAD SUITE 200

MARK J. UDREN\* STUART WINNEG\*\* GAYL SPIVAK ORLOFF\*\*\* HEIDI R. SPIVAK\*\*\* MARISA JOY MYERS\*\*\* MARIOA JUI MIERO\*
LORRAINE DOYLE\*\*
ALAN M. MINATO\*\*\*
\*\*ADMITTED NJ. PA, FL
\*\*ADMITTED NJ. PA TINA MARIE RICH OFFICE ADMINISTRATOR

CHERRY HILL. NEW JERSEY 08003-3620 856.669.5400 FAX: 856, 669, 5399

PENNSYLVANIA OFFICE 215-568-9500 215-568-1141 FAX

FREDDIE MAC PENNSYLVANIA DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

August 2, 2007

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

The Bank of New York Trust Company, N.A. as successor to RE: JPMorgan Chase Bank, N.A. as Trustee

William Gary White

Property:

600 Scenic Avenue

(Main Township)

Bloomsburg, PA 17815

Columbia County C.C.P. No.: 173CV2007 Sheriff's Sale Date: August 1, 2007

Dear Sir or Madam:

As attorney on the Writ, we are requesting the DEED be recorded in the name of The Bank of New York Trust Company, One Meridian Crossings, Suite 100, Minneapolis, MN.

Enclosed please find our check in the amount of \$2,311.60 payable to the Sheriff of Columbia County. This check represents payment of the sheriff settlement costs, less previous deposit of \$1500.00. Also enclosed please find two original Realty Transfer Tax Statement of Value forms.

Thank you in advance for your kind assistance in this matter and as always, if you have any questions please feel free to contact me.

Sincerely,

Sharon Kluge

Legal Assistant

honon kluse

Enclosure



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE **BUREAU OF INDIVIDUAL TAXES** DEPT. 280603

REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY	
State Tax Paid	
Book Number	-
Page Number	_
Date Recorded	

See Reverse for Instructions

HARRISBURG PA 17128-0403 Complete each section and file in duplicate with Recorded of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the

deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s) CORRESPONDENT -- All inquiries may be directed to the following person: Name Telephone Number: Udren Law Offices, P.C. Area Code (856) 482-6900 Sireet Address City State Zip Code 111 Woodcrest Road, Suite 200 Cherry Hill N.7 08003 **Date of Acceptance of Document** B TRANSFER DATA Grantor(s)/Lessor(s) Grantee(s)/Lessee(s) The Bank of New York Trust Company Sheriff of Columbia County Street Address Street Address P. O. Box 380 GMAC-RFC One Meridian Crossings, Suite 100 City State Zip Code State Zip Code Bloomsburg PA 17815 Minneapolis MN 55423 C PROPERTY LOCATION Street Address City, Township, Borough 600 Scenic Avenue Bioomsburg County School District Tax Parcel Number Columbia **Bloomsburg** 22-01-C-007 VALUATION DATA 1. Actual Cash Consideration 2. Other Consideration 3. Total Consideration \$3.736.86 **\$3,736.86** 4. Country Assessed Value 5. Common Level Ration factor 6. Fair Market Value \$40,053.00 = \$142.188.15x 3.55**EXEMPTION DATA** 1a. Amount of Exemption Claimed 1b. Percentage of Interest Conveyed 100% 100% 2. Check Appropriate Box Below for Exemption Claimed Will or interstate succession (Name of Decedent) (Estate file Number) Transfer to Industrial Development Agency Iransfer to a trust. (Attach complete copy of trust agreement Identifying all beneficiaries.) Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.) Transfers to the Commonwealth, the United States and instrumentalities by giff, dedication, condemnation, or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.) Transfer from mortgager to a holder of a mortgage in default. Mortgage Book Number Instru.#200306690, Page Number Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.) Statutory corporate consolidation, merger or division. (Attach copy of articles.) Other (Please explain exemption claimed, if other than listed above.) Transfer from the sheriff to mortgagee as a result of an action in mortgage foreclosure. Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. Signature of Correspondent or Responsible Party Shawa Kluff

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT N THE RECORDER'S REFUSAL TO RECORD THE DEED.

JUL-31-2007 TUE 03:15 PM Udren Law

FAX NO. 8584288007

P. 01/01

	UNITED STATES BAN MIDDLE DISTRICT OF PENNS PROCEEDING MEMO	<u>(YLYANIA-Wilkes-Berri</u> /ORDER OF COURT	. PA	
	Head CHAPTER:	13	i iza i	ERK'S OFFICE USE ONLY)
PERTOR(S)	MANAGE I EIEC	73	(,-,-,-	
William G Witte	CASE NO.;	5-07-611 <del>59</del>	FILE	) WILLES BARRE
CANTON	adv No.:		\	
CAPTION	HEARING DATE:	July 31, 2007		JUL 3 1 2007
MATTER Reconsider omder diemissing case	RECORD	V	Clerk, L	J.S. Benkruptcy Court
DOCUMENT NO: 13	NO RECORD	<u></u>		
Appearance(s) for Plaintif/Movant	Appearance(s) for Defendant/Respondent	Other Appearan	nca(s)	Other Appearance(s)
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DECISION: GRANTED	X_DENIEDDENIES	D WITHOUT PREJUDICE	W	THORAWN IN OPEN COURT
SUSTAINED	APPROVED TAKEN			
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otherwise, upon cerf	Micrifian case is demissed or	case is converted to Cl	bapter 7.	1
	RED BY			
·	nt within 30 days ofnequired 18		thicker	ount of
CONTINUED TO: (date)				_ <del></del>
AT REQUEST OF				
TRIALIFINAL HEARING DATE SET:				1
Discovery deadline:	Pre-Trial Metter	n deadline		
Stay Continued I.	Until Fluori Hearing			
OTHER:				
			<del></del>	
MOTTICE of this disposition is to be see	rved by:			
т ів зо мотієр		11	SOUTHDE	rep
	<u> </u>	JOHN S. DIOM	S. Bankristá	CV Assign
Courroom Deputs	#			· · · · · · · · · · · · · · · · · · ·

Attn: Wendi

8/1 Shessale

	UNITED	STATES BAN	KRUPTCY COURT YLYANIA-Wilkes-Ba	re, PA	
		_	ORDER OF COUR		
DEBTOR(S)	_	CHAPTER:	13	(CL	ERICS OFFICE USE ONLY)
Wilkam G White		CASE NO.:	5-07-5115 <del>9</del>	FILE	D WIKES BARRE
<u>CAPTION</u>		ADV NO.;			JUL 3 1 2007
<u></u>		HEARING DATE:	July 31, 2007		due o madr
MATTER Reconsider oreder dismissing case	•	RECORD		Clerk, I	J.S. Bankruptcy Court
DOCUMENT NO: 13		NO RECORD			
Appearance(s) for Plaintiff/Movant	Appearai Defendant/	nce(s) for Respondent	Other Appear	rancé(ŝ)	Other Appearance(s)
OTO 88					
Settled - Stipulation Findings and conclu Debtor to File Amen otherwise, upon cer TRANSCRIPT ORD	oment g to be dismissed wonent within 0 30 0 sions dictated at clouded diffication case ERED BY ent within 30 days of	TAKEN  If hout prejudice.  45	within within days. Otherwise, porated by reference within case is convented to case as assessing fee an assessing fee and assessing fee an assessing fee and assessing fee an assessing fee and assessing fee	days.  proceeding to  days  Chapter 7.	be dismissed without prajudics.
Discovery deadline:		Pre-Trial Motion		<del></del>	
OTNER:					
NOTICE of this disposition is to be se	rved by:			12 10	
IT IS SO NOTED	•		1	SOORDE	
Dated: Countroom Depu	ty .		JOHN 1. JOH	MAS, Bankrupt Wired	cy Judge Malling Not Required

Attn: Werdi

8/16/5/18

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER 111 WOODCREST ROAD SUTTE 200

CHERRY HILL, NEW JERSEY 08003-3620 856.669.5400 FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE 215-568-9500

MARK J. UDREN\*
STUART WINNEG\*\*
GAYL SPIVAK ORLOFF\*\*\*
HEIDI R. SPIVAK\*\*\*
LORRAINE DOYLE\*\*
ALAN M. MINATO\*\*\*
\*\*\*ADMITED N. F.A. PL.
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\*\*DIMITED N. F

<u>FREDDIE MAC</u> PENNSYLVANIA DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

May 21, 2007

Sent via telefax #570-389-5625

Columbia County Sheriff's Office Columbia County Courthouse P.O. Box 380

Bloomsburg, PA 17815

ATTN: Sheriff Tim Chamberland

The Bank of New York Trust Company, N.A. as successor to

JPMorgan Chase Bank, N.A. as Trustee

vs.

William Gary White

Columbia County C.C.P. No. 173CV2007

Premises: 600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815 SS Date: May 23, 2007

Dear Tim:

Please postpone the Sheriff's Sale scheduled for May 23, 2007 to August 1, 2007.

Sale is postponed for the following reason:

Defendant filed Chapter 13 bankruptcy in the Middle District of Pennsylvania on May 14, 2007 case no. 07-51159.

Thank you for your attention to this matter.

sincerely yours,

Mark J. Udren

UDREN LAW OFFICES, P.C.

WS.

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

CHERRY HILL, NEW JERSEY 08003-3620 856.669.5400 FAX: 856.669.5399

MARK J. UDREN\*
STUART WINNEG\*\*
GAYL SPIVAK \*\*\*
HEIDI R. SPIVAK\*\*\*
MARISA JOY COHEN\*\*\*
LORRAINE DOYLE\*\*
ALAN M. MINATO\*\*\*
\*\*ADMITTED NJ. PA. FL.
\*\*ADMITTED NJ. PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC <u>PENNSYLVANIA</u> DESIGNATED COUNSEL



May 10, 2007

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

Re: The Bank of New York Trust Company, N.A. as successor to

JPMorgan Chase Bank, N.A. as Trustee

vs.

William Gary White

Columbia County C.C.P. No. 173CV2007

## Gentlemen:

In connection with the above captioned matter, enclosed for filing please find Affidavit of Service Pursuant to Rule 3129.

I have enclosed an extra copy to be time stamped and returned in the enclosed self-addressed stamped envelope.

Your assistance in/this matter is greatly appreciated.

sincerely yours,

Mark J. Udren, Esquire ODREN LAW OFFICES, P.C.

/jlg

Enclosures

cc: Columbia County Sheriff's Office

P.O. Box 380

Bloomsburg, PA 17815

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

COURT OF COMMON PLEAS CIVIL DIVISION Columbia County

ν.

William Gary White 600 Scenic Avenue Bloomsburg, PA 17815 Defendant(s)

NO. 173CV2007

## AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

- 1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
- 2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
- 3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
- 4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Px Rule C.P. 3129.

This Affidavit is made subject to the peralties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

BY:

Dated: May 10, 2007

Undren Law Offices, P.C.

Mark J. Udren, Esquire Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee Plaintiff

v. William Gary White Defendant(s) COURT OF COMMON PLEAS CIVIL DIVISION Columbia County

NO. 173CV2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): William Gary White

PROPERTY: 600 Scenic Avenue, (Main Township), Bloomsburg, PA 17815

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the <u>Columbia</u> County Sheriff's Sale on <u>May 23, 2007</u>, at 9:00AM, at the Columbia County Courthouse, Bloomsburg, PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later that 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.



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7	Total Number of Pieces Received at Post Office				WERRY!			2000	A Partie Commence of the Comme		PO Box 380, Bloomsburg, PA 17815	Columbia County Tax Claim PO Box 380, Bloomsburg, PA 17815	Fleet National Bank Address to Follow	The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee 2711 North Haskell, Suite 900, Dallas, TX 75204-2915	TENANTS/OCCUPANTS 600 Scenic Avenue (Main Township), Bloomsburg, PA 17815	COMMONWEALTH OF PA, DEPT. OF REVENUE BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230	Name of Addressee, Street, and Post Office Address	ATTN: Kathy Black	UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003
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nail. See Inter	egistered man											-	E	X		DI-	Fee R	ate of Pa	e if issued a ailing or for as of this bil
national Mail	uction insurate press Mail me					-	İ						<u></u>	<u> </u>		DI	Fee Fee		as
maximum indennity payable is \$25,000 for registered mail, sent will optional poster instullative, and control we mail we have mail we have mail we have a support of the limitations of coverage on insured and COD mail. See International Mail Manual for limitations of R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of R900, S913, and S921 for limitations of coverage on the second coverage of the secon	The full declaration of value is required on all domestic and international legistated mail. The installant internation persons the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express See Domestic Mail Manual	in the marchia for															Remarks	+	

Form Must be Completed by Typewriter, Ink or Ball Point Pen

TIMOTHY T. CHAMBERLAIN



PHONE (570) 389-5622 SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 380 BLOOMSBURG, PA 17815 FAX: (570) 389-56-25

24 HOUR PHONE (570) 284-6300

THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE Docket # 45ED2007

VS

MORTGAGE FORECLOSURE

WILLIAM GARY WHITE

## AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, MARCH 12, 2007, AT 3:10 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON WILLIAM WHITE AT 600 SCENIC AVE., BLOOMSBURG BY HANDING TO JONATHAN WHITE, 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 MONDAY, MARCH 12, 2007

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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

Timothy T. Chamberlain

J. AKTER

DEPUTY SHERIFF

EXHIBIT B

# AIDEIAI VAINTAIGIE

THERE IS/ARE 5	POOLS & SPAS
FAX: 570-759-6881	POOLS & SPAS  IN THIS FAX EXCLUDING THIS COVER PAGE  AGUA VANTAGE FAIRFIELD RD & OLD RT. 220  MONTOURSVILLE PAGE
DATE: 5/18/07 TIME: 10.05 TO	MONTOURSVILLE, PA 17754  PH: 570-388-3300  FAX: 570-388-1522  C: Sheriff  ATTN: Chamberlain
Hereina	
Please hived	- of Steney Site
in in	600 Scenie AVE May 23, 2007

Form B 21 Official Form 21 (12/03)

in re

## Form 21. STATEMENT OF SOCIAL SECURITY NUMBER

OASE #1 507-51159 FILED 5/14/07

## UNITED STATES BANKRUPTCY COURT Middle District of Pennsylvania

William	m G. White, Debtor	Ś
		(
	·	5
Áddress		) Case Na.
	enic Avenue	, ,
Bloom	8burg, PA 17815	Chapter 13
		<b>)</b>
Employer's Tax I	dentification (EtN) No(s). (If any):	<u> </u>
•		<i>)</i> }
.361 four digits of 1398	f Social Security No(s).: [if any]	
·	STATEMENT OF SOCIAL SECURIT	Y NUMBER(S)
	1. Name of Debtor (enter Last, First, Middle): White, William, 9	
	(Check the appropriate box and, if applicable, provide the requi	•
	Debtor has a Social Security Number and it is: 194 -	484398
	(if more than one, state all, )	·
	Debtor does not have a Social Security Number.	
	Name of Joint Debtor (enter Last, First, Middle):	
	(Check the appropriate box and, if applicable, provide the requ	red information.)
	Joint Debtor has a Social Security Number and it is :	· • • • • • • • • • • • • • • • • • • •
	(if more than one, state all.)	
	<ul> <li>Joint Debtor does not have a Social Security Number.</li> </ul>	
	I declare under penalty of perjury that the foregoing is true and	i correct.
	x Wille I White	5/9/07
	Signature of Debtor	Date

\*.loint debtors must provide information for both spouses.

Penalty for making a felse statement: Fine of up to \$250,000 or up to 5 years imprisonment or both. 18 U.S.C. §§ 152 and 35/1.

Official Form 1, Exhibit D (19/06)

In re: William G. White

## UNITED STATES BANKRUPTCY COURT Middle District of Pennsylvania

Cáse No.

Debtor	- 11 a 11 m	(if known)
EXHIBIT D - INDIVIDUAL   CREDIT	DEBTOR'S STATEMENT ( COUNSELING REQUIRE	OF COMPLIANCE WITH MENT
Warning: You must be able to of counseling listed below. If you cannot do dismiss any case you do file. If that happwill be able to resume collection activities bankruptcy case later, you may be requited stop creditors' collection activities.	o so, you are not eligible to fix pens, you will lose whatever fir es against you. If your case is	e a bankruptcy case, and the court ca ling fee you paid, and your creditors dismissed and you file another
Every individual debtor must file th a separate Exhibit D. Check one of the five	is Exhibit D. If a joint petition is fill statements below and attach an	led, each spouse must complete and file ly documents as directed.
☑ 1. Within the 180 days before counseling agency approved by the United for available credit counseling and assisted from the agency describing the services prorepayment plan developed through the agency	States trustee or bankruptcy admit I me in performing a related budg ovided to me. Attach a copy of the	get analysis, and I have a certificate
2. Within the 180 days before counseling agency approved by the United for available credit counseling and assisted certificate from the agency describing the segency describing the services provided to agency no later than 15 days after your bar	States trustee or bankruptcy admit me in performing a related budg services provided to me. You must you and a copy of any debt repa	get analysis, but I do not have a st file a copy of a certificate from the
3. I certify that I requested created in the services during the five days from merit a temporary waiver of the credit countercompanied by a motion for determination.	n the time i made my request, as seling requirement so I can file n	ny bankruptcy case now. [Must be
if the court is satisfied with the your request. You must still obtain the chankruptcy case and promptly file a cert copy of any debt management plan deve can be granted only for cause and is tim within the 30-day period. Failure to fulfill court is not satisfied with your reasons to counseling briefing, your case may be de-	credit counseling briefing with tiffcate from the agency that or eloped through the agency. An rited to a maximum of 15 days. Il these requirements may resu for filing your bankruptcy case	royided the briefing, together with a ly extension of the 30-day deadline . A motion for extension must be filed alt in dismissal of your case. If the
4. I am not required to receive statement.) [Must be accompanied by a mo	otion for determination by the cou	pt.)
Incapacity, (Defined mental deficiency so as to be inca responsibilities.);	in 11 U.S.C. § 109(h)(4) as impa apable of realizing and making ra	aired by reason of mental illness or dional decisions with respect to financial
<ul> <li>Disability. (Defined in unable, after reasonable effort, to through the Internet.);</li> </ul>	n 11 U.S.C. § 109(h)(4) as physi participate in a credit counseling	cally impaired to the extent of being priefing in person, by telephone, or
•••	in a military combat zone.	

Official Form 1, Exh. D (10/06) - Cont.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. 109(h) does not apply in this district.

certify under panalty of paritiry that the information provided above is true and correct.

Signature of Debtor:

Villiam G. White

Date:

90/00 **39**94

D. Is delivery address different from item 1?	1. Article Addressed to:  U.S. SMALL BUSINESS ADMINISTRATION PHILADELPHIA, PA 19107  PHILADELPHIA, PA 19107  2. Article Number  P. S. Form 3811, February 2004  Domestic Return Service (abe)	\$ Form 3811, February 2004 Domestic Re	Article Number (Transfer from service label)	)EPARTMENT 281230  ARRISBURG, PA 17128-1230	OMMONWEALTH OF PENNSYLVANIA  EPARTMENT OF REVENUE-ATTN: SHERIFF SALE  URBAU OF COMPLIANCE  LEARANCE SUPPORT SECTION	Article Addressed to:	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.
COMPLETE THIS SECTION ON DELIVERY  A Signature  A Address  B Received by (Printed Name)  C Date of Delive  H. Heceived by (Printed Name)	2. Article Number  (Transfer from service laber)  PS Form 3811, February 2004  SANDER: COMPLETE THIS SECTION  Complete items 1, , and 3. Also complete item 4 it 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.	Domestic Return Receipt	E6 5622 T000 0660 500	3. Service Type  3. Service Type  4. Restricted Delivery? (Extra Fee)  3. Service Type  Description Mail Description Merchandise	SALE	D. Is delivery address different from Item 1?  " YES, enter delivery address below:	Received by (Printed Name)
3. Service Type  Certified Mail  Registered  Registered  Recipt for Merchandla  C.O.D.  Insured Mail  C.O.D.	Dallas, TX 75204	102595-02-M-1540	301	for Merchandise		? □ \ % %	<b>- U</b> D
COMPLETE THIS SECULON ON DELIVERY  A. Signalure  B. Received by (Printed Name)  Complete and the seculous address below:  Complete this seculous address below:  Complete this seculous on Delivery address below:  Complete this seculous on Delivery address below:  Complete this seculous on Delivery address below:	PS Form 3811, February 2004 Domestic Return 3811, February 2004  SENDER: COMPLEME THIS SECTION  Complete items 1,	PS Form 3811, February 2004	2. Article Number (Transfer from service label)	PHILADELPHIA, PA 19106	INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING	1. Article Addressed to:	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.
4. Restricted Delivery? (Extra Restricted Delivery) (Extra Restricted Delivery)	S. Article Number (Transfer from service label)	Domestic Return	7005	<del></del>	NG C		<del>- A</del>
A. Csignature  B. Received by (Printed Name)  Certified Mall  Certified Mall  Certified Mall  Beturn Receipt for Merchandler	SENDER: COMPLETE THIS SECTION  Complete items 1,, and 3. Also complete items 1,, and 3. Also complete item 4 if Restricted Delivery is desired.  So that 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:  POFFICE OF F.A.I.R.  POFFICE OF F.A.I.R.  POFFICE OF F.A.I.R.  HARRISBURG, PA 17105	n Recelpt 102595-02-M-1:	2666 5622 TOOO O660	3. Service Type  Certified Mail		<ul> <li>D. is delivery address different from item 1? ☐ Yes</li> <li>If YES, enter delivery address below: ☐ No</li> </ul>	Received by (Printed Name) C. D Opt. V. D 1/56-1863/

SENDER: COMPLETE SECTION	DUMALETE YOUS SECTION ON DELIVER.
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 mailplece, or on the front if space permits.  1. Article Addressed to:  US BINHRUP TOY COUNT  Wilhe BAULI	A Signature  Addressee  B. Flacelved by (Printed Name)  C. Date of Delivery  U. M. A. R. C. S. L. K. F. M. C. S. L. Yes  If YES, enter delivery address below:  No
Pa.	3. Service Type  Certified Mell  Registered  Reburn Receipt for Merchandise  C.O.D.
2. Article Number	4. Restricted Delivery? (Extra Fee)   Yes
(transfer from service many	Ine -
PS Form 3811, February 2004 Domestic Retu	

3681522

Sender: Please print your name, address, and ZIP+4 in this box

WILLIAM G. WINTE 600 Scenic AVE BloomsBURG Pa. 17815

05/17/2007 21:01 3681522 AUDAVAUDA 2001572 10:12 7002/17/20

Woodcrest Corporate Center 111 Woodcrest Road Cherry Hill, New Jersey 08003 856-669-5400 856-669-5399

Udren Law Offices, P.C

# **Fax**

To: Share	erift chamberland from: Joyce Courcia
	570-389-5025 Pages: 2 Cincluding cover the
Phone:	Date: 5-21-07
Re: PQ	> /+e CC:
A Urgent	☑For Review ☐ Please Comment ☑Please Recycle
• Соминен	ts:
	ne are postponing the Sharift
	Sale scheduled for 5-23-07
	60 days. Rease advice
	of the next available
	Save date
	Awant Day
6-2-	my fare # 13 856-438-8007
	Atta: Joyce Garcia

Sale will be August 1, 2007 9,00 Am

## UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620 856 . 669 . 5400 FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE 275-568-9500

MARK J. UDREN\*
STUART WINNEG\*\*
GAYL SPIVAK ORLOFF\*\*\*
HEIDI R. SPIVAK\*\*\*
MARISA JOY COHEN\*\*\*
LORRAINE DOYLE\*\*
ALAN M. MINATO\*\*\*
\*\*ADMITTED N. P.A. F.
\*\*ADMITTED P.A. P.A.
TINA MARIE RICH
OPFICE ADMINISTRATOR

FREDDIE MAC PENNSYLVANIA DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

May 21, 2007

Sent via telefax #570-389-5625

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

Re: The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee

vs.

William Gary White

Columbia County C.C.P. No. 173CV2007

Premises: 600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815 SS Date: May 23, 2007

Dear Tim:

Please postpone the Sheriff's Sale scheduled for May 23, 2007 to

Sale is postponed for the following reason:

Defendant filed Chapter 13 bankruptcy in the Middle District of Pennsylvania on May 14, 2007 case no. 07-51159.

Thank you for your attention to this matter.

Simperely yours,

Mark J. Udren

UDREN LAW OFFICES, P.C.

## 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

May 2, 9, 16, 2007 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.

<u> </u>	4hy
Sworn and subscribed to before me this	day of 1191 2007
	(e)
My commission	(Notary Public) Commonwealth Of Pennsylvania  EXPITES Notarial Seal Dennis L. Achenfelder, Notary Public Scott Twp., Columbia County My Commission Expires July 3, 2007
And now,, 20,	Member, Pennsylvania Association Of Notaries  I hereby certify that the advertising and
publication charges amounting to \$for pu	blishing the foregoing notice, and the
fee for this affidavit have been paid in full.	

### **TIMOTHY T. CHAMBERLAIN**



**SHERIFF OF COLUMBIA COUNTY** 

**COURT HOUSE - P.O. BOX 380 BLOOMSBURG, PA 17815** 

FAX: (570) 389-5625

24 HOUR PHONE (570) 784-6300

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNSYLVANIA.

THE BANK OF NEW YORK

VS.

WILLIAM GARY WHITE

WRIT OF EXECUTION #45 OF 2007 ED

## POSTING OF PROPERTY

SO

POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE April 18, 2007 PROPERTY OF WILLIAM GARY WHITE. AT 600 SCENIC AVE. BLOOMSBURG COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY CHIEF DEPUTY SHERIFF JAMES ARTER.

PUTY SHERIE

ANSWERS

TIMOTHY T. CHAMBERLAIN

**SHERIFF** 

SWORN TO AND SUBSCRIBED BEFORE ME

THIS

PHONE

(570) 389-5622

XY OF APRIL 2007

OMMONWEALTH OF PENNSYLVANIA

Notarial Seal Wendy Westover, Notary Public Bloomsburg, Columbia Co., PA

Commission Expires November 07, 2009

#### TIMOTHY T. CHAMBERLAIN



PHCINE (570) 389-5622 24 HOUR PHONE (570) 784-6380

THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE

Docket # 45ED2007

VS

MORTGAGE FORECLOSURE

WILLIAM GARY WHITE

### AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, MARCH 12, 2007, AT 3:10 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON WILLIAM WHITE AT 600 SCENIC AVE., BLOOMSBURG BY HANDING TO JONATHAN WHITE, 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 MONDAY, MARCH 12, 2007

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wendy Westover, Notary Public Bioomsburg, Columbia Co., PA My Commission Expires November 07, 2009 TIMOTHY T. CHAMBERLAIN

J. ARTER

SHERIFF

DEPUTY SHERIFF

## **COLUMBIA COUNTY SHERIFF'S OFFICE** PROCESS SERVICE ORDER

SERVICE# 3 - OF - 10 SERVICES

OFFICER: T. CHAMBERLAIN DATE RECEIVED 3/7/2007 **DOCKET # 45ED2007 PLAINTIFF** THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE WILLIAM GARY WHITE DEFENDANT ATTORNEY FIRM UDREN LAW OFFICE PERSON/CORP TO SERVED PAPERS TO SERVED MARJORIE LAYTAR-TAX COLLECTOR MORTGAGE FORECLOSURE 332-C MAIN MIFFLIN RD BLOOMSBURG SERVED UPON MAJORE LAYTAR. RELATIONSHIP AF (OCCUPANT) IDENTIFICATION DATE 3-13-67 TIME 1050 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** TIME DATE OFFICER REMARKS OM - 5 DATE \_\_\_\_\_\_

## REAL ESTATE OUTLINE

ED# 45-67 DATE RECEIVED **DOCKET AND INDEX** 3- 18 - 8.7 CHECK FOR PROPER INFO. WRIT OF EXECUTION **COPY OF DESCRIPTION** WHEREABOUTS OF LKA **NON-MILITARY AFFIDAVIT** NOTICES OF SHERIFF SALE WATCHMAN RELEASE FORM AFFIDAVIT OF LIENS LIST CHECK FOR \$<del>1,350.</del>00 OR /≤∞,∞ \*\*IF ANY OF ABOVE IS MISSING DO NOT PROCEDE\*\* TIME 0900 **SALE DATE POSTING DATE** ADV. DATES FOR NEWSPAPER 2<sup>ND</sup> WEEK 3<sup>RD</sup> WEEK

# SHERIFF'S SALE

## WEDNESDAY MAY 23, 2007 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 45 OF 2007 ED AND CIVIL WRIT NO. 173 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:

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

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, north 76 degrees 00 minutes 00 seconds west, a distance of 90.87 fect to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.80 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to the right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 16 seconds cast, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING UNDER AND SUBJECT TO that portion of a 20 foot wide drainage and utility easement situate near the westerly line of a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

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

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

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

- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc. such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This convenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.

## TERMS OF SALE

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

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

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

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

Plaintiff's Attorney Mark J. Udren 111 Woodcrest Road Cherry Hill, NJ 08003 Sheriff of Columbia County Timothy T. Chamberlain www.sheriffofcolumbiacounty.com

## SHERIFF'S SALE

## WEDNESDAY MAY 23, 2007 AT 9:00 AM

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

BEGINNING at a point on the northern side of Riverview Avenue and the northwest corner of Lot No. 166; thence along the northern line of Riverview Avenue, north 76 degrees 00 minutes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a radius of 35 feet, a tangent of 52.80 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to the right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 seconds; thence along same, north 56 degrees 00 minutes 16 seconds east, a distance of 61.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 49 minutes 48 seconds to a point at the northwest corner of Lot No. 167; thence along the western line of said Lot No. 167, south 34 degrees 07 minutes 36 seconds east, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning. Containing 0.454 acres.

BEING UNDER AND SUBJECT TO that portion of a 20 foot wide drainage and utility easement situate near the westerly line of a 20 foot wide drainage and utility easement situate near the southerly line of the above described parcel of land.

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

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- 1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc. such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This convenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and all such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
- It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and
  easement that passes through such Lot Owner's property in condition suitable to permit the free flow of
  surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.

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## TERMS OF SALE

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

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

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

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

Plaintiff's Attorney Mark J. Udren 111 Woodcrest Road Cherry Hill, NJ 08003 Sheriff of Columbia County
Timothy T. Chamberlain
www.sheriffofcolumbiacounty.com

UDREN LAW OFFICES, P.C. BY: Mark J. Udren, Esquire ATTY I.D. NO. 04302 WOODCREST CORPORATE CENTER 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003-3620 856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee

Plaintiff

COURT OF COMMON PLEAS CIVIL DIVISION Columbia County

MORTGAGE FORECLOSURE

v.

William Gary White Defendant(s)

NO. 173CV2007

2007-ED-45

## WRIT OF EXECUTION

TO THE SHERIFF OF Columbia COUNTY:

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

600 Scenic Avenue (Main Township) Bloomsburg, PA 17815 SEE LEGAL DESCRIPTION ATTACHED

	Amount due	\$ <u>143,278.44</u>
	Interest From March 7, 2000 to Date of Sale  Ongoing Per Diem of \$40.41  to actual date of sale included the sale included at a later date	
	(Costs to be added)	\$Prothonotary
Ву	M0	- Same B. Kline Clerk
Date o	March 0 2007	

BY: Mark J. Udren, Esquire ATTY I.D. NO.04302 WOODCREST CORPORATE CENTER 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003-3620 856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to CIVIL DIVISION JPMorgan Chase Bank, N.A. as Columbia County Trustee

Plaintiff

v.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS

MORTGAGE FORECLOSURE

NO. 173CV2007 2004-ED-45

CERTIFICATE TO

#### I HEREBY CERTIFY THAT:

ı.	The	judgment	entered	in	the	above	matter	is	based	on	an	Action:
		_A.	In Assum	psit	t (Co	ontract	t)					
		_B. :	In Tresp	ass	(Acc	cident)	)					
	X		In Mortg	age	Fore	eclosu	re					

- Α.
- B.
- X C. In Mortgage Foreclosure
- On a Note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

#### II. The Defendant(s) own the property being exposed to sale as:

- An individual
  - Tenants by Entireties
- Joint Tenants with right of survivorship
- A partnership
- Tenants in Common
- F. A corporation

## III. The Defendant(s) is (are):

Resident in the Commonwealth of Pennsylvania XA.

\_\_в. Not resident in the Commonwealth of Pennsylvania

C. If more than one Defendant and either A or B above is not applicable, state which Defendant is resident of the

Commonwealth of Pennsylvania.

Resident:

Mark J. Udren, ESQUIRE Address & I.D. # as above

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Columbia County Trustee

Plaintiff

v.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS CIVIL DIVISION

MORTGAGE FORECLOSURE

NO. 173CV2007

07-ED-45 CERTIFICATE

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA insured mortgage
- ( ) Non-owner occupied
- ( ) Vacant
- ( X ) Act 91 procedures have been fulfilled.
- ( ) Over 24 months delinquent.

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

Udren, ESOUIRE

UDREN LAW OFFICES, P.Q.

ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee

Plaintiff

v.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Columbia County

MORTGAGE FORECLOSURE

NO. 173CV2007 2007-ED 45

CERTIFICATE

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

( ) An FHA insured mortgage
( ) Non-owner occupied
( ) Vacant
( X ) Act 91 procedures have been fulfilled.
( ) Over 24 months delinquent.

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

Mark J. Udren, ESQUIRE ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.

' ALL THAT CERTAIN place, percei or tract of land allustic in Mein Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

-BitGDDDDD at a point on the northern side of Riverview Average and the northwest comer of Lot No. 168; thence along the northern line of Piverview Average, north 76 degrees 00 minutes 60 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scenic Avenue, on a curve to the right, having a moltae of 56 feet, a temperal of 82.60 feet, a delta angle of 112 degrees 43 minutes 23 seconds; thence along the same on a curve to right, having a notice of 75 feet, a delta angle of 19 degrees 31 minutes 27 seconds; thence along same, north 65 degrees 02 minutes 15 seconds east, a distance of 81.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 48 minutes 48

seconds to a point at the northwest corner of Lot No. 197; thence along the wastern the of said Lot No. 187, south 34 degrees 07 minutes 30 seconds sest, a distance of 120 feet to a point is line of Lot No. 186; thence along the northern line of Lot No. 166 south 80 degrees 24 minutes 34 seconds week, a distance of 110 feet to a point, the piece of beginning: Containing 0.464 some

SERVO INDEX AND SUBJECT TO that portion of a 20 took wide drainage and utility assertions shade near the westerly line and a 20 foot wide drainage and utility easternest situate near the southerly line of the above described percel of hand.

All of the above being more fully shown as Lot No. 165 on a draft prepared by Saffie, James and Associates defect June 30, 1920, lest revised September 12, 1994 (File # 5-20).

BEING known and designated as Lot No. 195 of the "Wonderview" Phose R Subdivision.

The following government, contrictions, terms and conditions shall partain with respect to the foregoing correspond and shall be binding upon, and trure to the benefit of, Grantee and Grantee's autopeause and meetyne:

- i. The recreational area, as shown on the final approved subdivision plan, (the Third Plant), appearing of record in Columbia County Map Book 7, page 624, what be mainteled in purposity by the Wonderdow Sit Lodge, Inc., such maintenance to include weed control, grass moving, Blar and refuse picture, and painting and the maintenance of any recreational sufficie is a condition suitable for such recreational purposes. This covenent shall have to the beauth of all owners of lots within Phase II of the Wonderview Development, (each such owner being instalments owind it.o. Owner' and all such owners being instalments owind it.o. Owner' and all such owners being instalments owners), and shall be specifically enforceable by any such i.o.t Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that person through such Lot Owner's property in condition suitable to parent that free flow of surface water and drainings thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is elected a portion of a detention pend, as shows on the Final Plan, in conjunction with the other Lot Owner or Owners sport which such detention pend is shutte, to maintain such obtained in a condition suitable to perform the detention pend in several responsibility shall lead on lots 153, 164 and lend of Grantor, such joint and several responsibility shall felt upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said eleminor pend is located. With respect to the detention pend located upon which said detention pend is located. With respect to the detention pend located of Grantor and Grantor's successors in interest with respect to ownership of the ignd upon which said detention pend is shall for the appropriate maintenance thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

\* ALL THAT CENTAIN place, percei privact of land situate in Mein Township, Columbia County, Pennsylvenia, bounded and described as follows, to wit:

-BitGDDNNG of a point on the northern side of Riverview Avanue and the northerest corner of Lot No. 186; thence along the northern time of Riverview Avanue, north 76 chapters 30 minutes 50 seconds west, a detained of 90.87 feet to a point; thence along the southern line of Scanic Avanue, on a curve to the right, having a midian of 36 feet, a tengent of 62.60 feet, a detail angle of 112 degrees 43 minutes 25 seconds; thence along the season on a curve to right, having a midian of 75 feet, a detail angle of 19 degrees 31 minutes 37 seconds; thence along same, north 65 degrees CD minutes 15 seconds east, a distance of 81.71 feet to a point; thence along same on a curve to the right having a redius of 230 feet, a detail angle of 13 degrees 48 minutes 48

seconds to a point at time northwest corner of Lot No. 197; thence along the western time of said Lot No. 157; south \$4 degrees 07 minutes 36 seconds seat, a distance of 120 feet to a point in line of Lot No. 166; thence along the northern line of Lot No. 166 south 66 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning: Containing 0.454 acres

BEING IMBERAND SUBJECT TO that portion of a 20 foot wide chainage and using exception about the westerly line and a 20 foot wide chainage and utility exceptions above described parcel of land.

All of the above being more fully shown se Lot No. 165 on a draft prepared by Baffle. James and Associates dated June 30, 1980, lest revised September 12, 1984 (File # 8-20).

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

The following government, restrictions, terms and conditions shall partain with respect to the foregoing conveyance and shall be binding upon, and trum to the benefit of, Grantee and Grantee's adoptions and satisfact.

- 1. The recreational area, as shown on the final approved subdivision plan. (the "Final Plan"), appearing of record in Columbia County Map Block 7, page 624, shall be maintained in perpetuity by the Wonderstow Sid Lodge, inc., such maintainance to include weed control, grass moving, litter and refuse plottop, and painting and the maintainance of any recreational facilities to a condition suitable for such recreational purposes. This covenant shall have to the benefit of all owners of lots within Pinase II of the Wonderview Development, (each such such country being hereinater, celled "Lot Owner"), and shall such owners being hereinater delicatively called "Lot Owners"), and shall be epocifically enforces by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that posters of any distinge way and essentiant that passes discust such Lot Owner's property it condition suitable to permit the free flow of surface water and drainings thereof.
- 8. It shall be the joint and neveral responsibility of each Lot Owner upon whose lot is statute a portion of a detention pand, as shown as the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pand is statute, to maintain such detention pand in a condition suitable to perform the detention pand in substantial pand is responsibility shall felt upon the 163, 164 and land of Grantor, such joint and several responsibility shall felt upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownerstup of the land upon which sold districts possible located. With respect to the detention pond located upon which sold districts pand is contact. With respect to the detention pond located color on property of Grantor, successors in interest with respect to ownership of the igno-upon which said detention pond is statute for the appropriate traintenance thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

- ' ALL THAT CERTAIN place, percei or tract of land situate in Main Township, Columbia County, Pennsylvenia, bounded and described as follows, to will:
- -BitchMiNG of a point on the northern side of Riverview Avenue and the northwest domer of Lot No. 185; thence along the northern line of Riverview Avenue, north 78 degrees 30 relations to seconds west, a detence of 90.87 feet to a point; thence along the southern line of Scanic Avenue, on a curve to the right, having a radius of 55 feet, a tempera of 52.60 feet, a delite angle of 12 degrees 43 minutes 25 esconds; thence along the name on a curve to right, having a radius of 75 feet, a delite angle of 19 degrees 31 minutes 37 econds; thence along semis, north 66 degrees 00 minutes 15 esconds cent, a distance of 61.71 feet to a point; thence along semis on a curve to the right having a radius of 250 feet, a delite angle of 13 degrees 46 minutes 48

seconds to a point at the northwest corner of Lot No. 197; thence along the western time of said Lot No. 187; south 34 degrees 07 intrutes 35 seconds seet, a distance of 120 feet to a point in line of Lot No. 185; thence along the northern item of Lot No. 185 south 55 degrees 24 minutes 34 seconds west, a distance of 110 test to a point, the place of beginning: Containing 0.464 acres

BEING UNDER AND BUBLIECT TO that portion of a 20 foot wide drainage and utility escentarit situate near the westerly line and a 20 foot wide challege and utility escentarit situate near the southerly line of the above depurited percei of land.

All of the above being more fully shown se Lot No. 165 on a draft prepared by Battle. James and Associates dated June 30, 1920, lest revised September 12, 1994 (File # 5-20).

BEING Issum and designated as Lot No. 165 of the "Wonderview" Phone if Subdivision.

The following covenants, restrictions, terms and conditions shall partain with respect to the foregoing correspond and shall be binding upon, and increase the benefit of, Grantee and Grantee's subseques and seeigns;

- 1. The recreational area, as shown on the final appeared subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, page 634, what he mainteined in perpetuity by the Wonderview Sid Lodge, inc., such mainteinance to include weed control, gines moving, filter and refuse pick-up, and painting and the mainteinance of any recreational facilities in a condition autiable for such recreational purposes. This coverage that insue to the besset of all owners of lots within Phase II of the Wonderview Development, (each such owner heing hereinatier collectively called "Lot Owner" and all such owners being justinglier collectively called "Lot Owner", and shall be specifically enforces the by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to meintein that portion of any desirage way and secured that peaces through such Lot Owner's property in condition suitable to pears! the fire flow of surface water and desirage thereof.
- 3. It shall be the joint and asveral responsibility of each Lot Owner upon whose lot is ettacts a portion of a detention pand, as shown on the Final Flats, in designation with the other Lot Owner or Owners upon which each detention pand is situate, to maintain such detention pand in a condition suitable to perform the detention pand's intended purpose. With respect to the desertion pand located on tota 163, 164 and lend of Grantor, such joint and several responsibility shall talt upon the Lot Comers and Grantor and Grantor's suscessors in interest with respect to ownership of the land upon which and eleberation pand incested. With respect to the detention pand located upon which and Grantor's successors in interest with respect to ownership of the land upon which each detention pand is shurte for the appropriate maintenance thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

- ' ALL THAT CENTARY piece, percel or tract of land titudie in Main Township, Columbia County, Pennsylvenia, bounded and described as follows, to will
- BRGDDDING of a point on the nothers side of Riverview Averse and the northwest corner of Lot No. 160; thence along the northers line of Pilverview Averse, north 76 degrees D0 minutes 00 seconds west, a distance of 00.87 feet to a point; thence along the southers line of Social Averse, on a curve to the right, having a rectus of 55 feet, a tangent of 02.60 feet, a delia angle of 112 degrees 43 minutes 25 seconds; thence along the same on a curve to right, having a reduce of 75 feet, a delia angle of 10 degrees 31 minutes 37 econds; thence along same, north 66 degrees C0 minutes 16 econds east, a distance of 81.71 feet to a point; thence along same on a curve to the right having a radius of 290 feet, a delta angle of 13 degrees 40 minutes 48

seconds to a point at the northwest corner of Lot No. 197; thence along the western line of said Lot No. 187; south 34 degrees 07 introduct 38 seconds sest, a distance of 120 feet to a point in time of Lot No. 186; thence along the northern line of Lot No. 186 south 50 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the piece of beginning: Containing 0.484 some

BEING UNDER AND SUBJECT TO that portion of a 20 foot wide drainage and utility essentiant electrons the westerly line and a 20 foot wide drainage and utility essentiant situate near the southerly line of the above described percet of land.

All of the above being more fully shown so Lot No. 165 on a draft prepared by figille, James and Associates dated June 30, 1990, lest revited September 12, 1994 (File # 5-20).

BEING known and designated as Let No. 185 of the "Wonderview" Phose & Subdivision.

The following covenants, restrictions, terms and conditions shall partain with respect to the foregoing correspond and shall be binding upon, and inure to the benefit of, Grantee and Grantee's subpassors and studyes:

- i. The recreational area, so shown on the final approved subdivision plan. (the Tinal Plan"), appearing of record in Columbia County Map Stock 7, page 624, what he maintelessed in perpetuity by the Wonderview 25 Lodge, inc., such maintelessed to include weed control, glasse moving, litter and refuse pict-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This coveners stall inster to the besett of all dynams of jots within Place II of the Wonderview Development, (each such cereit hing beninetter celled "Lot Owner" and all such owners being hardwaler collectively called "Lot Owner", and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to metricit that portion of any desirage way and sessment that peaces Svough such Lot Owner's property in condition suitable to pearls the free flow of surface water and desirage thereof.
- S. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a defeation pend, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners open which each detention pend is situate, to maintain such detention pend in a condition suitable to perform the detention pend is situate, to maintain such detention pend in a condition suitable to perform the detention pend is such and lend of Grantor, such joint and several responsibility shell fall upon the Let Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which sold sistention pend is located. With respect to the detention pend iscated solely on property of Grantor, su shown on the Final Plac, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pend is alture for the appropriate maintenance thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

- ALL THAT CENTAIN piece, percei or treat of land situate in Main Township, Columbia County, Pentraylvenia, bounded and described as follows, to wit:
- BRGINNING at a point on the northern side of Riverview Avenue and the northwest domer of Lot No. 166; thence siding the northern line of Riverview Avenue, north 76 degrees 50 minutes 50 seconds west, a distance of 50.87 feet to a point; thence along the southern line of Scands Avenue, on a curve to the right, having a radius of 55 feet, a tengent of 52.60 feet, a data angle of 12 degrees 43 minutes 23 seconds; thence siding the same on a curve to right, having a radius of 75 feet, a data angle of 19 degrees 31 minutes 57 seconds; thence stong same, north 56 degrees 60 minutes 15 excends east, a distance of 81.71 feet to a point; thence stong same on a curve to the right having a radius of 290 feet, a data angle of 13 degrees 40 minutes 48

ascords to a point at the northwest corner of Lot No. 197; thence along the wastern line of said Lot No. 187, south 34 degrees 07 minutes 35 seconds east, a distance of 120 feet to a point in time of Lot No. 166; thence along the northern line of Lot No. 166 couth 36 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning: Containing 0.454 across

BEING UNDER AND SUBJECT TO their portion of a 20 foot wide challege and using excernant situate near the westerly line and a 20 foot wide challege and utility excernment situate near the southerly line of the above described percet of land.

All of the above being more fully shows so Lot No. 165 on a draft prepared by Saffe, James and Associates dated June 30, 1920, last revised September 12, 1924 (File # 5-20).

BEING known and designated as Lot No. 155 of the "Wonderview" Phase il Subdivision.

The following coverants, restrictions, terms and conditions shall partially with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantee and Grantee's autoescap and seeigns;

- 1. The recreational area, as shown on the final approved autholivation plan, (the "Final Plant"), appearing of record in Columbia County slap Book 7, page 624, what be maintained in perpetuity by the Wondershot St Lodge, Inc., each maintainence to include weed control, grass moving, Star and refuse picture, and painting and the maintainance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall insee to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner heing installation collections and all such owners being insrainable collectively called "Lot Owner" and all such owners being insrainable collectively called "Lot Owner", and shall be specifically enforceable by any such Lot Owner.
- It shall be the responsibility of each Lot Owner to metricin that
  portion of any distinge way and essemblif that passes Svough such Lot Owner's
  property in condition suitable to paint the free flow of surface water and drainage
  thereof.
- 8. It shall be the joint and several responsibility of each Lot Owner upon whose lot is altusts a portion of a defendion pand, as shown as the Final Plats, it conjunction with the other Lot Owner or Owners upon which such detention pand is situate, to maintain such detention pand in a condition suitable to perform the detention pand's intended purpose. With respect to the detention pand located on tota 163, 164 and land of Grantor, such joint and several responsibility shall felt upon the Lot Owners and Grantor and Grantor's susceptions in interest with respect to ownership of the land upon which said detention pand is located. With respect to the detention pand isosted solely as property of Greateries in interest with respect to ownership of the land upon which said detention pand is altuste for the appropriate maintaneous thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

- ALL THAT GERTAIN piece, percei or tract of land situate in Main Township, Columbia County, Pennsylvenia, bounded and described as follows, to will
- MEQINATION of a point on the northern side of Riverview Avenue and the northwest domer of Lot No. 168; thence along the northern time of Pikerview Avenue, north 76 degrees D0 minutes 60 seconds west, a detaines of 90,87 feet to a point; thence along the southern line of Scanio Avenue, on a curve to the right, heving a radius of 55 feet, a last, a detain angle of 12 degrees 43 minutes 23 seconds; thence along the seam on a curve to right, having a radius of 75 feet, a delia angle of 19 degrees 31 minutes 37 seconds; thence along same, north 65 degrees C0 minutes 15 seconds east, a distance of 51.71 feet to a point; thence along same on a curve to the right having a radius of 280 feet, a delia angle of 13 degrees 49 minutes 48

seconds to a point at the northwest corner of Lot No. 197; thence along the wastern the crimid Lot No. 197; study 34 degrees 07 minutes 35 seconds seet, a distance of 120 feet to a point in line of Lot No. 160; thence along the northern line of Lot No. 165 south 50 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the place of beginning: Containing 0.464 acres

BEING INCIDER AND SUBJECT TO that portion of a 20-tool wide chainege and usely essentiant situate mean the westerly line and a 20 foot wide chainege and usely essentiant situate near the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 165 on a draft prepared by Saffie, James and Associates deted June 30, 1920, last revised September 12, 1994 (File # E-20).

BEING known and designated as Lot No. 165 of the "Wonderview" Phone it Subdivision.

The following governments, restrictions, terms and conditions shall partain with respect to the foregoing correspond and shall be binding upon, and trute to the benefit of, Grantee and Grantee's subpessors and wedges;

- 1. The recreational area, as shown on the final approved subdivision plan, (the Third Plant), appearing of record in Colembia County Map Book 7, page 624, shall be resistented in perpetuity by the Wondershow Sid Lodge, Iso., such weintenence to institute weed conteol, green moving, litter and refuse plot-up, and painting and the maintenance of any recreational facilities to be condition autiable for such recreational purposes. This covenant shall insee to the baseft of all owners of jobs within Phase () of the Wonderview Development, (such such owner being hardender celled Lot Owner and all such dwars being hardender collectively called Lot Owner), and shall be epoclically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to meintain that portion of any desirage way and essential that passes through such Lot Owner's property in condition suitable to pential the free flow of surface water and drainage thereof.
- 8. It shall be the joint and several responsibility of each Lot Owner upon whose lot is eliuste a portion of a detendion pand, as shown on the Pinal Pina, in conjunction with the other Lot Owner or Owners upon which each detention pand is eliuste, to maintain each detendion pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on tota 163, 164 and of Grantor, such joint and envent responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detendion pond located solely on property of Grantor, su shows on the Pinal Pina, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which each detention pond is abuse for the appropriate resistansnoe thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

ALL THAT CERTAIN place, percei or treat of land situate in Nein Township, Columbia County, Pennsylvenia, Sounded and described as follows, to wit:

- MEGINDENG at a point on the northern side of Riverview Avenue and the northwest domer of Lot No. 186; thence along the northern the of Riverview Avenue, north 76 degrees D0 introdes 00 seconds west, a distance of 90.87 feet to a point; thence along the southern line of Scanic Avenue, on a curve to the right, having a radius of 35 feet, a tengent of 82.80 feet, a delta angle of 112 degrees 43 minutes 23 esconds; thence along the same on a curve to right, having a radius of 75 feet, a delta angle of 19 degrees 31 minutes 37 esconds; thence along same, north 86 degrees 02 minutes 16 esconds each, a distance of 51.71 feet to a point; thence along same on a curve to the right having a radius of 280 feet, a data angle of 13 degrees 40 minutes 48

seconds to a point at the northwest corner of Lot No. 187; thence along the western line of said Lot No. 187, south 54 degrees 07 minutes 36 seconds seed, a distance of 120 feet to a point in time of Lot No. 186; thence along the northern line of Lot No. 166 acuth 56 degrees 24 minutes 34 seconds west, a distance of 110 feet to a point, the piece of beginning: Containing 0,454 acres

BEING UNDER AND SUBJECT TO that portion of a 20 foot white drainage and utility essentiant situate near the weekerly line and a 20 foot white challege and utility essentiant situate near the southerly line of the above described percet of land.

All of the above being more fully shown as Lot No. 165 on a draft prepared by Ballie, James and Associates dated June 30, 1920, last revised September 12, 1984 (File # 5-20).

MEING known and designated as Let No. 195 of the "Worlderview" Phase & Subdivision.

The following covenents, restrictions, terms and conditions shall partain with respect to the foregoing conveyance and shall be binding upon, and trure to the benefit of, Grentee and Grantee's successure and seeigns;

- (, 'The recreational area, he shown on the final approved subdivision plan, (the 'Trins' Plan'), appearing of record in Columbia County Map Book 7, page 624, whell be maintelined in perpetuity by the Wonderview Sid Lodge, inc., such maintelines to include weed control, grass moving, liber and refuse plotting, and painting and the maintenance of any recreational facilities in a condition subtable for such recreational purposes. This coveners shall instend to the benefit of all owners of jois within Phase II of the Wonderview Davelopment, (each such sware being hereination celled 'Lot Owner' and shall each owners being hereination collectively called 'Lot Cover' and shall be specifically enforceable by any such Lot Owner.
- 2. It shall be the responsibility of each Lot Owner to maintain that possess through such Lot Owner's property in condition suitable to permit the first flow of surface water and drainage thereof.
- 3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a defendent pand, as shown on the Final Plan, in confunction with the other Lot Owner or Owners apon which such detention pend is situate, to maintain such detention pend in a condition suitable to perform the detention pend in a condition suitable to perform the detention pend is intended purpose. With respect to the detention pend located on tota 153, 164 and land of Grantor, such joint and several responsibility shall felt upon the Lot Conners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pend is located. With respect to the detention pend located upon arrowing of Grantor's successors in interest with respect to ownership of the land upon which said detention pend is situate for the appropriate maintenance thereof.

BEING KNOWN AS:

600 Scenic Avenue (Main Township)

Bloomsburg, PA 17815

PROPERTY ID NO.:

22-01-C-007

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620 856.669-5400

FAX: 856.669-5399 pleadings@udren.com

<u>PENNSYLVANIA OFFICE</u> 215-568-9500 215-568-1141 FAX

MARK J. UDREN\*
STUART WINNEG\*\*
GAYL SPIVAK ORLOFF\*\*\*
HEIDI R. SPIVAK\*\*
MARISA JOY MYERS\*\*\*
LORRAINE DOYLE\*\*
ALAN M. MINATO\*\*\*
DWIGHT MICHAELSON\*\*\*
\*\*ADMITTED NJ, PA, FL
\*\*\*ADMITTED PA
\*\*\*ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

<u>FREDDIE MAC</u> <u>PENNSYLVANIA</u> DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

March 6, 2007

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

Re: The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee vs.
William Gary White Columbia County C.C.P. No. 173CV2007

#### Dear Sir:

Please serve the Defendant(s), William Gary White at 600 Scenic Avenue Bloomsburg, PA 17815.

Please then, <u>POST</u> the property with the Handbill at 600 Scenic Avenue (Main Township) Bloomsburg, PA 17815.

UDREN LAW\_QFFICES,

Mark J. Udren, Esquire Attorney for Plaintiff

WOODCREST CORPORATE CENTER 111 WOODCREST ROAD SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620 856 . 669-5400 FAX: 856 . 669-5399

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PLEASE RESPOND TO NEW JERSEY OFFICE

March 6, 2007

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

Re: The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee

William Gary White

Columbia County C.C.P. No. 173CV2007

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UDREN LAW\_OFFICES,

Mark J. Udren, Esquire Attorney for Plaintiff

ORDER OF \*One Thousand Five hundred dollars and Zero cents\*\* Sheriff sale deposit 07010051 White Sheriff of Columbia County UDREN LAW OFFICES, PC PA ESCROW ACCOUNT 111 WOODCREST ROAD THIS DOCUMENT CONTAINS HEAT SENSITIVE MK. TOUCH OF PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT Bank America's Most Convenient Bank 3-180/360 02/26/2007 83575 \$1,500.00 NUMBER AMOUNT 83575

"083575" "036001808" 36 5**4745** 빌

*;* !

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff

ν.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Columbia County

MORTGAGE FORECLOSURE

NO. 173CV2007 2007-ED 45

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 600 Scenic Avenue (Main Township) Bloomsburg, PA 17815

Name and address of Owner(s) or reputed Owner(s):
 Name Address

William Gary White

600 Scenic Avenue Bloomsburg, PA 17815

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

SAME AS #1 ABOVE

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

Name

Address

None

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

Name

Address

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank,

2711 North Haskell, Suite 900 Dallas, TX 75204-2915

N.A. as Trustee

Fleet National Bank

Address to Follow

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

Name

Address

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name

Address

Columbia County Tax Claim PO Box 380, Bloomsburg, PA 17815

Domestic Relations Section

PO Box 380, Bloomsburg, PA 17815

Commonwealth of PA, Department of Revenue Bureau of Compliance, PO Box 281230

Harrisburg, PA 17128-1230

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

Name

Address

Tenants/Occupants

600 Scenic Avenue (Main Township) 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 herein are made subject to the penalties of 18 Pa.C.S. sec. 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

DATED: March 6, 2007

Mark J. Udren, ESQ. Attorney for Plaintiff UDREN LAW OFFICES, P.C. BY: Mark J. Udren, Esquire ATTY I.D. NO. 04302 WOODCREST CORPORATE CENTER 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003-3620 856-669-5400

pleadings@udren.com

The Bank of New York Trust

COURT OF COMMON PLEAS

Company, N.A. as successor to

JPMorgan Chase Bank, N.A. as

COURT OF COMMON PLEAS

CIVIL DIVISION

Columbia County Trustee

Plaintiff

v.

William Gary White

Defendant(s)

MORTGAGE FORECLOSURE

2007-ED-45

NO. 173CV2007

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Columbia County Tax Claim

PO Box 380, Bloomsburg, PA 17815

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Harrisburg, PA 17128-1230

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UDREN LAW OFFICES, P.C.

DATED: March 6, 2007

Mark J. Udren, ESQ. Attorney for Plaintiff

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to CIVIL DIVISION JPMorgan Chase Bank, N.A. as Columbia County Trustee

Plaintiff

v.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS

ATTORNEY FOR PLAINTIFF

MORTGAGE FORECLOSURE

NO. 173CV2007

.2007-ED-45

AFFIDAVIT PURSUANT TO RULE 3129.1

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Columbia County Tax Claim

PO Box 380, Bloomsburg, PA 17815

Domestic Relations Section

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Commonwealth of PA, Department of Revenue Bureau of Compliance, PO Box 281230

Harrisburg, PA 17128-1230

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Address

Tenants/Occupants

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

UDREN LAW OFFICES, P.C.

DATED: March 6, 2007

Mark J. Udren, ESQ. Attorney for Plaintiff

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Columbia County Trustee

Plaintiff

ν.

William Gary White

Defendant(s)

COURT OF COMMON PLEAS CIVIL DIVISION

ATTORNEY FOR PLAINTIFF

MORTGAGE FORECLOSURE

1007-ED 45

NO. 173CV2007

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: William Gary White 600 Scenic Avenue Bloomsburg, PA 17815

Your house (real estate) at 600 Scenic Avenue (Main Township) Bloomsburg, PA 17815 is scheduled to be sold at the Sheriff's \_\_\_\_\_, at \_\_\_\_ in the Columbia County Courthouse, Bloomsburg, PA, to enforce the court judgment of \$143,278.44, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

#### NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

- 1. The sale will be cancelled if you pay to the mortgagee the back payment, late charges, costs and reasonable attorney's fees. To find out how much you must pay, you may call: (856) 669-5400.
- 2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
- 3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

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

- 1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 856-669-5400.
- 2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
- 3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 856-669-5400.
- 4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
- 5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
- 6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after Schedule of Distribution is filed.
- 7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

LAWYER REFERRAL SERVICE

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

ASSOCIATION DE LICENCIDADOS Susquehanna Legal Services 168 East 5th Street Bloomsburg, PA 17815 570-784-8760