

# SHERIFF'S SALE COST SHEET

First Def. Bank Bkvs. West  
NO. 48-07 ED NO. 600-06 JD DATE/TIME OF SALE Sept

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$175.00	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$32.50	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$24.00	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$6.50	
NOTARY	\$15.00	
TOTAL *****		\$360.50

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$1384.84	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$1504.84

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$	
TOTAL *****		\$

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$5.00	
TOTAL *****		\$5.00

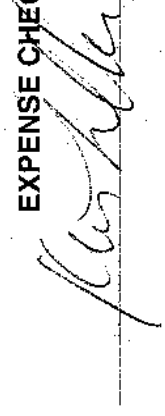
MUNICIPAL FEES DUE:		
SEWER 20	\$	
WATER 20	\$	
TOTAL *****		\$

SURCHARGE FEE (DSTE)	\$140.00	
MISC. fclg 8033403 2102	\$1506.68	
TOTAL *****		\$1606.68

TOTAL COSTS (OPENING BID)

\$3671.02  
1350.00 Sept  
2287.02 Lic

DATE	INVOICE NO.	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
	2007	WEST SALES COSTS		2,267.02

<b>FIRST KEYSTONE NATIONAL BANK</b> POST OFFICE BOX 289 BERWICK, PENNSYLVANIA 18603		60-712/313	44916
JULY 27, 2007			
<b>PAY TO THE ORDER OF</b> TWO THOUSAND TWO HUNDRED SIXTY SEVEN AND 2/100 DOLLARS			\$*****2,267.02
<b>COLUMBIA COUNTY SHERIFF'S DEPT.</b>		<b>EXPENSE CHECK</b> 	
⑈044916⑈ ⑈031307125⑈ 01 21310 1⑈90 934			

LAW OFFICES  
**BULL, BULL & KNECHT, LLP**  
106 MARKET STREET  
BERWICK, PA 18603

ROBERT A. BULL  
RICHARD W. KNECHT  
BETHANY D. HAGER  
ANTHONY J. McDONALD

TELEPHONE (570) 759-1231  
FAX (570) 759-3880  
E-MAIL: [bbkllp@pa.metrocast.net](mailto:bbkllp@pa.metrocast.net)

ROBERT E. BULL (*Retired*)

May 21, 2007

Columbia County Sheriff's Office  
Timothy T. Chamberlain, Sheriff  
35 West Main Street  
Bloomsburg, PA 17815

**IN RE: THE FIRST NATIONAL BANK OF BERWICK VS.  
ALBERT B. WEST AND DIANE M. WEST, HIS WIFE  
DOCKET NO. 2006 CV 600 MF**

Dear Sheriff Chamberlain,

Please accept this letter as my request to cancel the above Sheriff Sale scheduled for Wednesday, May 23, 2007 at 9:30 a.m. as the Defendants have paid off their loan with The First National Bank of Berwick, now known as First Keystone National Bank.

In the event you have any questions, please do not hesitate to contact me.

Very truly yours,

  
Robert A. Bull

RAB/as

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106 MARKET STREET  
BERWICK, PA 18603

Telephone (570) 759-1231

Fax (570) 759-3880

**FAX COVER SHEET**

PLEASE DELIVER THE FOLLOWING PAGES TO:

**TO: SHERIFF TIMOTHY CHAMBERLAIN****FAX: 570-389-5628****PHONE: 570-389-5622** *5625***FROM: ANGIE****TOTAL PAGES (INCLUDING COVER): 2****OPERATOR: ANGIE SACCO****DATE: May 21, 2007**

\*\*\*\*\*  
THE FOLLOWING INFORMATION CONTAINED IN THIS FAX MESSAGE IS ATTORNEY PRIVILEGED AND  
CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE.  
IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY  
DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE  
RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY THE TELEPHONE AND RETURN  
THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.  
\*\*\*\*\*

**Phelan Hallinan and Schmieg, L.L.P.  
One Penn Center at Suburban Station  
1617 John F. Kennedy  
Suite 1400  
Philadelphia, PA 19103-1814  
215-563-7000  
Main Fax 215-563-5534**

Peter J. Tremper  
Legal Assistant, Ext. 1481

Representing Lenders in  
Pennsylvania and New Jersey

May 22, 2007

Via Telefax 570-389-5625

Memorandum

To: Office of the Sheriff  
COLUMBIA County

Attn: Real Estate Dept.

GMAC MORTGAGE CORPORATION

vs.

FRED A. ROBINSON

KELLY A. ROBINSON

COLUMBIA- No. 2006-CV-1797

Premises: 1427 REAR 3RD AVENUE, PA 18603

Dear Sir or Madam:

Please **POSTPONE** the Sheriff's Sale of the above referenced property which is scheduled for **May 23, 2007**. Please reschedule this sale for **August 1, 2007 at 9:30 am**.

Should you have any questions or concerns do not hesitate to contact me.

Very truly yours,

Peter J. Tremper

# SHERIFF'S SALE COST SHEET

First National Bank vs. Albert + Diane  
 NO. 48-07 ED NO. \_\_\_\_\_ JD DATE/TIME OF SALE May 22 0930

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	<u>\$15.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	<u>\$32.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	<u>\$7.50</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>\$6.50</u>
NOTARY	<u>\$15.00</u>
TOTAL ***** \$ <u>445.50</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	<u>\$135.84</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>360.84</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	<u>\$7.50</u>
TOTAL ***** \$ <u>17.50</u>	

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20		\$ <u>1.11</u>
SCHOOL DIST. 20		\$ _____
DELINQUENT 20		<u>\$594.93</u>
TOTAL ***** \$ <u>596.04</u>		

MUNICIPAL FEES DUE:		
SEWER 20		\$ _____
WATER 20		\$ _____
TOTAL ***** \$ <u>0.00</u>		

SURCHARGE FEE (DSTE)		\$ <u>140.00</u>
MISC.		\$ _____
TOTAL ***** \$ <u>140.00</u>		

TOTAL COSTS (OPENING BID) \$ 721.77

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

Frost Van, Bank Book VS Hopkins Bros

NO. 4/8-07 ED NO. 600-06 JD

DATE/TIME OF SALE: 11/10/07 0930

BID PRICE (INCLUDES COST) \$ \_\_\_\_\_

POUNDAGE - 2% OF BID \$ \_\_\_\_\_

TRANSFER TAX - 2% OF FAIR MKT \$ \_\_\_\_\_

MISC. COSTS \$ \_\_\_\_\_

TOTAL AMOUNT NEEDED TO PURCHASE \$ \_\_\_\_\_

PURCHASER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAMES(S) ON DEED: \_\_\_\_\_

PURCHASER(S) SIGNATURE(S): \_\_\_\_\_

TOTAL DUE: \$ \_\_\_\_\_

LESS DEPOSIT: \$ \_\_\_\_\_

DOWN PAYMENT: \$ \_\_\_\_\_

TOTAL DUE IN 8 DAYS \$ \_\_\_\_\_



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.

.....  
Sworn and subscribed to before me this 16<sup>th</sup> day of MAY, 2007..

.....  
(Notary Public)  
Commonwealth Of Pennsylvania  
My commission expires .....  
Notarial Seal  
Dennis L. Ashenfelder, Notary Public  
Scott Twp., Columbia County  
My Commission Expires July 3, 2007  
Member, Pennsylvania Association Of Notaries

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

.....

TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

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

THE FIRST NATIONAL BANK OF BERWICK

VS.

ALBERT & DIANE WEST

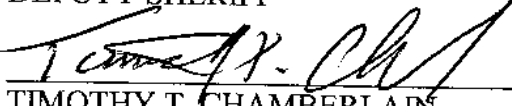
WRIT OF EXECUTION #48 OF 2007 ED

POSTING OF PROPERTY

April 18, 2007 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF ALBERT & DIANE WEST. AT 54 KACHINKA HOLLOW RD BERWICK  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY DEPUTY SHERIFF PAUL D'ANGELO.

SO ANSWERS:

  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 20<sup>TH</sup> DAY OF APRIL 2007



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

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) 784-6380

THE FIRST NATIONAL BANK OF BERWICK Docket # 48ED2007

VS

MORTGAGE FORECLOSURE

ALBERT B. WEST  
DIANE M. WEST

AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, MARCH 14, 2007, AT 7:20 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON DIANE WEST AT 54 KACHINKA HOLLOW ROAD, BERWICK BY HANDING TO DIANE WEST, , 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, MARCH 15, 2007

  
NOTARY PUBLIC

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



X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 764-8300

THE FIRST NATIONAL BANK OF BERWICK Docket # 48ED2007

VS

MORTGAGE FORECLOSURE

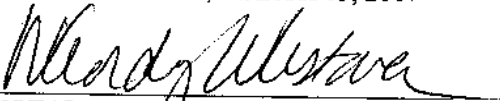
ALBERT B. WEST  
DIANE M. WEST

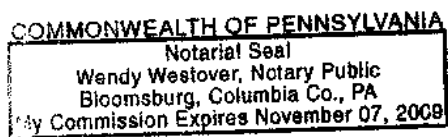
AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, MARCH 14, 2007, AT 7:20 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON ALBERT WEST AT 54 KACHINKA HOLLOW ROAD, BERWICK BY HANDING TO DIANE WEST, WIFE, 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, MARCH 15, 2007

  
NOTARY PUBLIC





X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF

<p><b>Print your name and address on the reverse so that we can return the card to you.</b></p> <p><b>Attach this card to the back of the mailpiece, or on the front if space permits.</b></p> <p>1. Article Addressed to:</p> <p>COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE-ATTN: SHERIFF SALE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION DEPARTMENT 281230 HARRISBURG, PA 17128-1230</p> <p>2. Article Number (Transfer from service label)</p> <p>7005 0390 0001 2235 9363</p> <p>PS Form 3811, February 2004</p>	<p><b>1. Article Addressed to:</b></p> <p>PA American Water Co. 852 Wesley Drive Mechanicsburg, PA 17055</p> <p><b>2. Article Number</b> (Transfer from service label)</p> <p>7005 0390 0001 2235 9394</p> <p>PS Form 3811, February 2004</p>	<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>
<p><b>1. Article Addressed to:</b></p> <p>INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING 600 ARCH STREET ROOM 3259 PHILADELPHIA, PA 19106</p> <p><b>2. Article Number</b> (Transfer from service label)</p> <p>7005 0390 0001 2235 9349</p> <p>PS Form 3811, February 2004</p>	<p><b>1. Article Addressed to:</b></p> <p>U.S. SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE ROBERT NIX FEDERAL BUILDING 900 MARKET STREET-5<sup>TH</sup> FLOOR PHILADELPHIA, PA 19107</p> <p><b>2. Article Number</b> (Transfer from service label)</p> <p>7005 0390 0001 2235 9356</p> <p>PS Form 3811, February 2004</p>	<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>

# COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 3/13/2007

SERVICE# 3 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST  
DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

<b>PERSON/CORP TO SERVED</b>
FIRST UNITED METHODIST CHURCH OF BERWICK
200 MARKET STREET
BERWICK

**PAPERS TO SERVED** *MON - FRI*  
MORTGAGE FORECLOSURE *9am to 12*

*WHITMIRE*

SERVED UPON *STACEY WHITMIRE*

RELATIONSHIP *SEC / TREASURER* IDENTIFICATION \_\_\_\_\_

DATE *03.16.07* TIME *1035* 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

*3/14/07* *1504* *KRL* *9 + 12 AM*

DEPUTY

*Flan Delo*

DATE *03.16.07*



March 16, 2007

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

**THE FIRST NATIONAL BANK OF BERWICK**

**VS.**

**ALBERT B. WEST  
DIANE M. WEST**

**DOCKET # 48ED2007**

**JD # 600JD2006**

Dear Timothy:

The property located at 54 Kachinka Hollow Road Berwick, Pa is not currently connected to public sewer.

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

Sincerely,

Kelly Greer  
Authority Clerk

1108 Freas Avenue • Berwick, Pennsylvania 18603

*Hearing Impaired 711*

*"BAJSA is an Equal Opportunity Provider and Provider"*

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

**Tax Notice 2007 County & Municipality**

BERWICK TWP

MAINE CHEUNG PAYABLE TO:

Joan M. Rothery  
122 TWIN CHURCH ROAD  
BERWICK PA 18603HOURS: TUES & THURS: 8PM TO 9PM  
WEDNESDAY: 1PM - 4PM & 6PM - 9PM  
NOV & DEC: WEDNESDAY HOURS ONLY

PHONE: 570-759-2118

TOWN OF COLUMBIA COUNTY		DATE 02/01/2007		BILL NO. 14002	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	AX AMOUNT DUE	NO. PENALTY
GENERAL	41,265	6.146	248.54	253.61	278.97
SINKING		1.345	54.39	55.50	61.05
FIRE		1	40.44	41.27	45.40
TWP RE		5	202.20	208.33	226.96
The discount & penalty have been calculated for your convenience					
PAY THIS AMOUNT			545.57	556.71	612.38
			April 30 If paid on or before	June 30 If paid on or before	June 30 If paid after
Cnty TWP Discount 2 % 2 % Penalty 10 % 10 % PARCEL: 07-09A-036-00.000 54 KACHINKA HOLLOW RD .5126 Acres Land 5,583 Buildings 35,682 Total Assessment 41,265		This tax returned to courthouse on: January 1, 2008			

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**WEST ALBERT B & DIANE  
54 KACHINKA HOLLOW ROAD  
BERWICK PA 18603If you desire a refund, send a self-addressed stamped envelope with your payment.  
**THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT**



JOAN M. ROTHERY  
BRIAR CREEK TOWNSHIP  
TAX COLLECTOR

FACSIMILE COVER SHEET

TO: Jim

FAX NUMBER: 389-5625

DATE: 3-15-07

PAGES (inc. cover): 2

Taxes on Michael Yantoin were  
paid today (3-15-07)

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 3/13/2007

SERVICE# 1 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

PERSON/CORP TO SERVED
ALBERT WEST
54 KACHINKA HOLLOW ROAD
BERWICK

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON DIANE WEST

RELATIONSHIP WIFE IDENTIFICATION \_\_\_\_\_

DATE 03/14/07 TIME 1920 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

DEPUTY

[Signature]

DATE 03.14.07

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 3/13/2007

SERVICE# 2 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

BLUE HOUSE  
ON R/S HILL

PERSON/CORP TO SERVED	PAPERS TO SERVED
DIANE WEST	MORTGAGE FORECLOSURE
54 KACHINKA HOLLOW ROAD	
BERWICK	

SERVED UPON DIANE WEST

RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_

DATE 03-14-07 TIME 1920 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 03-14-07

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 3/13/2007

SERVICE# 6 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Joan Rothery

RELATIONSHIP Tax Collector IDENTIFICATION \_\_\_\_\_

DATE 3/14/07 TIME 1440 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_ Age \_\_\_\_\_ Military \_\_\_\_\_

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA A 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

3/14/07

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 3/13/2007

SERVICE# 7 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

PERSON/CORP TO SERVED
BERWICK SEWER
1108 FREAS AVE.
BERWICK

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON KELLY GREEN

RELATIONSHIP CLERK IDENTIFICATION \_\_\_\_\_

DATE 03.14.07 TIME 1420 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

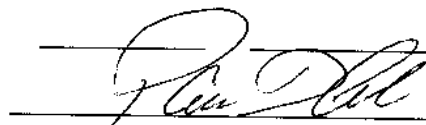
TYPE OF SERVICE: A. PERSONAL SERVICE AT POA \_\_\_\_ POB ☒ POE \_\_\_\_ CCSO \_\_\_\_  
B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA \_\_\_\_  
C. CORPORATION MANAGING AGENT  
D. REGISTERED AGENT  
E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

F. OTHER (SPECIFY) \_\_\_\_\_

### ATTEMPTS

DATE	TIME	OFFICER	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY



DATE 03.14.07

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 3/13/2007

SERVICE# 8 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON LESLIE LEVAY

RELATIONSHIP Customer Service IDENTIFICATION \_\_\_\_\_

DATE 3-14-07 TIME 1040 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

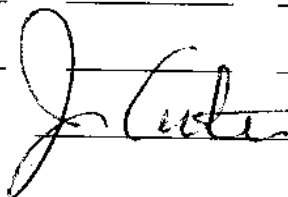
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 3-14-07

COUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE:13-MAR-07

FEE:\$5.00

CERT. NO:3171

WEST ALBERT B & DIANE  
54 KACHINKA HOLLOW ROAD  
BERWICK PA 18603

DISTRICT: BRIARCREEK TWP  
DEED 0253-0175  
LOCATION: LOT 6 KILE LOTS  
PARCEL: 07 -09A-036-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING	COSTS	TOTAL AMOUNT DUE
2005	PRIM	2,971.06	58.97		55.00	3,085.03
2006	PRIM	2,813.53	61.37		30.00	2,904.90
TOTAL DUE :						\$5,989.93

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: June , 2007

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2006

REQUESTED BY: Timothy T. Chamberlain, Sheriff  
dm.

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 3/13/2007

SERVICE# 11 - OF - 14 SERVICES  
DOCKET # 48ED2007

PLAINTIFF THE FIRST NATIONAL BANK OF BERWICK

DEFENDANT ALBERT B. WEST

DIANE M. WEST

ATTORNEY FIRM BULL, BULL & KNECHT

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

SERVED UPON DEB Miller

RELATIONSHIP Clerk IDENTIFICATION \_\_\_\_\_

DATE 3-13-7 TIME 1535 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) \_\_\_\_\_

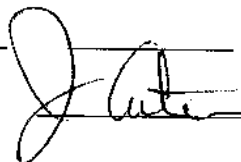
ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 3-13-7



# REAL ESTATE OUTLINE

ED # 48-07

DATE RECEIVED 3-13-07

DOCKET AND INDEX 3-13-07

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION

COPY OF DESCRIPTION

WHEREABOUTS OF LKA

NON-MILITARY AFFIDAVIT

NOTICES OF SHERIFF SALE

WATCHMAN RELEASE FORM

AFFIDAVIT OF LIENS LIST

CHECK FOR \$1,350.00 OR \_\_\_\_\_

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

CK# 262935

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

SALE DATE

POSTING DATE

ADV. DATES FOR NEWSPAPER

3-23-07 TIME 1930

Apr 19-07

1<sup>ST</sup> WEEK Day 2

2<sup>ND</sup> WEEK 3

3<sup>RD</sup> WEEK 4-1

# SHERIFF'S SALE

WEDNESDAY MAY 23, 2007 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 48 OF 2007 ED AND CIVIL WRIT NO. 600 OF 2006 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P. E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

BEING Lot No. 6 as shown on the plot or plan aforementioned.

BEING the same premises conveyed to Albert B. West and Diane M. West, his wife, by Deed of J. Donald Kile and Lorraine E. Kile, his wife, dated September 2, 1971 and recorded on September 17, 1971 in Book 253, at Page 175.

This deed is given by J. Donald Kile and Lorraine E. Kile, his wife, to Albert B. West and Diane M. West, his wife to correct the description in an earlier deed between the same parties, said earlier deed being dated October 23, 1967 in the office for the recording of deeds in and for the County of Columbia on October 31, 1967, in Deed Book 237, Page 919.

This deed is made and delivered under and subject, nevertheless, to the following restrictions, reservations, qualifications, and provisions, all of which run with the land and are binding upon the Grantees, their heirs, executors, administrators and assigns by their acceptance of this deed.

1. All lots in the tract shall be known and designated as residential lots.
2. Only one dwelling shall be erected on each lot and the dwelling is to be kept in a building line with the other buildings.
3. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
4. No chickens, cows, pigs, goats, dog kennels or other animals known as livestock or poultry shall be kept on the premises.
5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a

temporary character be permitted.

6. No. manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signs (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot .

7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.

**TOGETHER** with all buildings and improvements thereon.

**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07,09 A-036.

#### **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  
Robert A. Bull  
106 Market Street  
Berwick, PA 18603

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

# SHERIFF'S SALE

WEDNESDAY MAY 23, 2007 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 48 OF 2007 ED AND CIVIL WRIT NO. 600 OF 2006 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P. E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

BEING Lot No. 6 as shown on the plot or plan aforementioned.

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This deed is given by J. Donald Kile and Lorraine E. Kile, his wife, to Albert B. West and Diane M. West, his wife to correct the description in an earlier deed between the same parties, said earlier deed being dated October 23, 1967 in the office for the recording of deeds in and for the County of Columbia on October 31, 1967, in Deed Book 237, Page 919.

This deed is made and delivered under and subject, nevertheless, to the following restrictions, reservations, qualifications, and provisions, all of which run with the land and are binding upon the Grantees, their heirs, executors, administrators and assigns by their acceptance of this deed.

1. All lots in the tract shall be known and designated as residential lots.
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temporary character be permitted.

6. No. manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signs (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot .

7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.  
**TOGETHER** with all buildings and improvements thereon.

**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07,09 A-036.

#### **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  
Robert A. Bull  
106 Market Street  
Berwick, PA 18603

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffcolumbiacounty.com](http://www.sheriffcolumbiacounty.com)

# SHERIFF'S SALE

WEDNESDAY MAY 23, 2007 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 48 OF 2007 ED AND CIVIL WRIT NO. 600 OF 2006 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P. E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

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temporary character be permitted.

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7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.  
**TOGETHER** with all buildings and improvements thereon.

**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07,09 A-036.

#### **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.

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Plaintiff's Attorney  
Robert A. Bull  
106 Market Street  
Berwick, PA 18603

Sheriff of Columbia County  
Timothy T. Chamberlain  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION - LAW  
: MORTGAGE FORECLOSURE ACTION  
:

: NO. 2006 CV 600 MF

: *West*  
: *2007-ED-48*

**WRIT OF EXECUTION**

TO: THE SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs against the above-named  
Defendants, Albert B. West and Diane M. West, His Wife;

(1) You are directed to levy upon the property of the Defendants and to  
sell their interest therein which property is located at R.R. #3, Box 3878, Berwick,  
Columbia County, Pennsylvania, and which is particularly described in Deed  
Book 253, Page 175.

Principal	\$ 57,103.30
Interest	\$ 13,300.24
Late Fees	\$ 1,365.49
Attorney's Commission	\$ 8,565.49

Real Debt \$ 80,334.03 and costs

DATED: March 12, 2007

*Tamara B. Kline*  
*Barbara A. Silvestri*  
PROTHONOTARY *OK*

*Complaint \$90.50 paid*  
*Judgment \$14.00 paid*  
*Writ \$23.00 paid*  
*Satisfy \$7.00*



THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION - LAW  
: MORTGAGE FORECLOSURE ACTION  
:

: NO. 2006 CV 600 MF

:

:

*West*

*2007-ED-48*

**WRIT OF EXECUTION**

TO: THE SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs against the above-named  
Defendants, Albert B. West and Diane M. West, His Wife;

(1) You are directed to levy upon the property of the Defendants and to  
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Principal	\$ 57,103.30
Interest	\$ 13,300.24
Late Fees	\$ 1,365.49
Attorney's Commission	\$ 8,565.49

Real Debt \$ 80,334.03 and costs

DATED: March 12, 2007

*Thomas B. Kline*  
*Barbara A. Silvestri*  
PROTHONOTARY *cf*

*Complaint \$96.50 paid*  
*Judgment \$14.00 paid*  
*West \$23.00 paid*  
*Satisfy \$1.00*

THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION - LAW  
: MORTGAGE FORECLOSURE ACTION  
:  
: NO. 2006 CV 600 MF  
:  
:

### **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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE  
OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU  
CAN GET LEGAL HELP.**

North Penn Legal Services  
168 East Fifth Street  
Bloomsburg, PA 17815  
(717) 784-8760

LAW OFFICES OF BULL, BULL & KNECHT, LLP

Dated: March 12, 2007

  
\_\_\_\_\_  
ROBERT A. BULL, ESQUIRE  
Attorney for Plaintiff  
106 Market Street  
Berwick, PA 18603  
(717) 759-1231  
I.D. # 25892

THE FIRST NATIONAL BANK OF BERWICK,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF	:	COLUMBIA COUNTY BRANCH, PA
	:	CIVIL ACTION - LAW
VS.	:	MORTGAGE FORECLOSURE ACTION
	:	
ALBERT B. WEST AND	:	NO. 2006 CV 600 MF
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DEFENDANTS	:	

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ROBERT A. BULL, ESQUIRE  
Attorney for Plaintiff  
106 Market Street  
Berwick, PA 18603  
(717) 759-1231  
I.D. # 25892

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_, 2007, at \_\_\_\_\_ o'clock \_\_M., eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate at **R.R. #3, Box 3878, Berwick, Columbia County, Pennsylvania**, the same more particularly described in Exhibit "A", attached hereto and

incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter 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 thereto within ten (10) days thereafter.

LAW OFFICES OF  
BULL, BULL & KNECHT, LLP

Dated: March 12, 2007



---

ROBERT A. BULL, ESQUIRE  
Attorney for Plaintiff  
106 Market Street  
Berwick, PA 18603  
(717) 759-1231  
I.D. # 25892

### **EXHIBIT "A"**

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

BEING Lot No. 6 as shown on the plot or plan aforementioned.

BEING the same premises conveyed to Albert B. West and Diane M. West, his wife, by Deed of J. Donald Kile and Lorraine E. Kile, his wife, dated September 2, 1971 and recorded on September 17, 1971 in Book 253, at Page 175.

This deed is given by J. Donald Kile and Lorraine E. Kile, his wife, to Albert B. West and Diane M. West, his wife to correct the description in an earlier deed between the same parties, said earlier deed being dated October 23, 1967 in the office for the recording of deeds in and for the County of Columbia on October 31, 1967, in Deed Book 237, Page 919.

This deed is made and delivered under and subject, nevertheless, to the following restrictions, reservations, qualifications, and provisions, all of which run with the land and are binding upon the Grantees, their heirs, executors, administrators and assigns by their acceptance of this deed.

1. All lots in the tract shall be known and designated as residential lots.
2. Only one dwelling shall be erected on each lot and the dwelling is to



be kept in a building line with the other buildings.

3. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

4. No chickens, cows, pigs, goats, dog kennels or other animals known as livestock or poultry shall be kept on the premises.

5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

6. No manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signs (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot.

7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.

**TOGETHER** with all buildings and improvements thereon.

**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07,09A-036.

### **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 bidders, for cash, in the Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_.m., in the forenoon of the said day, all the right, title and interest of the Defendant(s) in and to:

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

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8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

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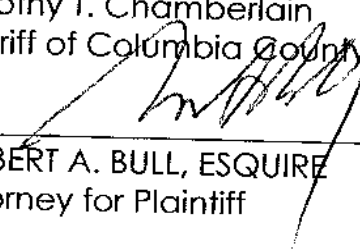
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**SEIZED AND TAKEN** into execution at the suit of The First National Bank of Berwick against Albert B. West and Diane M. West, His Wife, and will be sold by:

Timothy T. Chamberlain  
Sheriff of Columbia County

Dated: March 12, 2007

  
\_\_\_\_\_  
ROBERT A. BULL, ESQUIRE  
Attorney 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 bidders, for cash, in the Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_.m., in the forenoon of the said day, all the right, title and interest of the Defendant(s) in and to:

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BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

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8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

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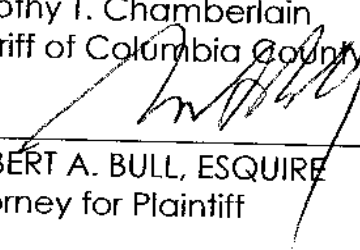
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Dated: March 12, 2007

Timothy T. Chamberlain  
Sheriff of Columbia County



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ROBERT A. BULL, ESQUIRE  
Attorney for Plaintiff

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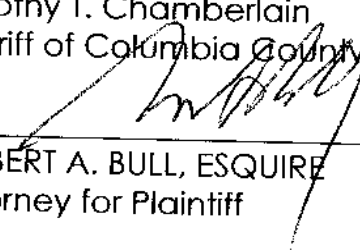
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  3. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
  4. No chickens, cows, pigs, goats, dog kennels or other animals known as livestock or poultry shall be kept on the premises.
  5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
  6. No. manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signs (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot.
  7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.
  8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.
- These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.
- If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.

**TOGETHER** with all buildings and improvements thereon.

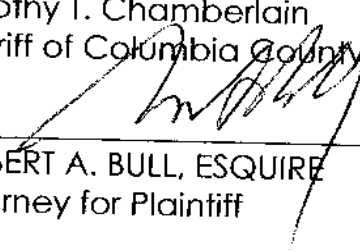
**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07.09A-036.

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

**SEIZED AND TAKEN** into execution at the suit of The First National Bank of Berwick against Albert B. West and Diane M. West, His Wife, and will be sold by:

Timothy T. Chamberlain  
Sheriff of Columbia County

Dated: March 12, 2007

  
\_\_\_\_\_  
ROBERT A. BULL, ESQUIRE  
Attorney 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 bidders, for cash, in the Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_.m., in the forenoon of the said day, all the right, title and interest of the Defendant(s) in and to:

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

BEING Lot No. 6 as shown on the plot or plan aforementioned.

BEING the same premises conveyed to Albert B. West and Diane M. West, his wife, by Deed of J. Donald Kile and Lorraine E. Kile, his wife, dated September 2, 1971 and recorded on September 17, 1971 in Book 253, at Page 175.

This deed is given by J. Donald Kile and Lorraine E. Kile, his wife, to Albert B. West and Diane M. West, his wife to correct the description in an earlier deed between the same parties, said earlier deed being dated October 23, 1967 in the office for the recording of deeds in and for the County of Columbia on October 31, 1967, in Deed Book 237, Page 919.

This deed is made and delivered under and subject, nevertheless, to the following restrictions, reservations, qualifications, and provisions, all of which run with the land and are binding upon the Grantees, their heirs, executors, administrators and assigns by their acceptance of this deed.

1. All lots in the tract shall be known and designated as residential lots.
2. Only one dwelling shall be erected on each lot and the dwelling is to be kept in a building line with the other buildings.
3. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
4. No chickens, cows, pigs, goats, dog kennels or other animals known as livestock or poultry shall be kept on the premises.
5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
6. No manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signs (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot.
7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.
8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

**PREMISES IMPROVED WITH** a single family dwelling more commonly known as **R.R. #3, Box 3878, Berwick, Pennsylvania, 18603**, Columbia County, Pennsylvania.

**TOGETHER** with all buildings and improvements thereon.

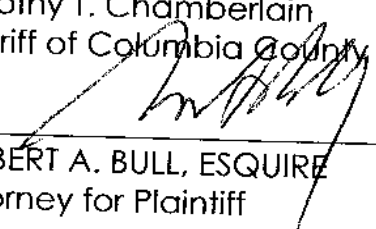
**THE PROPERTY IDENTIFICATION NUMBER** of the above-described parcel is 07,09A-036.

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

**SEIZED AND TAKEN** into execution at the suit of The First National Bank of Berwick against Albert B. West and Diane M. West, His Wife, and will be sold by:

Timothy T. Chamberlain  
Sheriff of Columbia County

Dated: March 12, 2007

  
\_\_\_\_\_  
ROBERT A. BULL, ESQUIRE  
Attorney for Plaintiff



THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION - LAW  
: MORTGAGE FORECLOSURE ACTION

: NO. 2006 CV 600 MF

**AFFIDAVIT OF LAST KNOWN ADDRESS**

COMMONWEALTH OF PENNSYLVANIA

:

: SS


COUNTY OF COLUMBIA

:

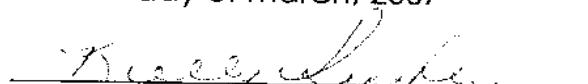
ROBERT A. BULL, ESQUIRE, being duly sworn according to law, does depose and say that he is the Attorney for the Plaintiff and that he makes this Affidavit on the Plaintiff's behalf and that he is authorized to do so on behalf of the Plaintiff; and that to the best of his knowledge, information and belief, the name and last known address of the Defendants in the above captioned judgment is:

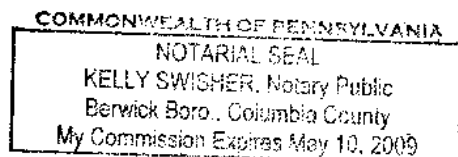
Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

  
Robert A. Bull, Esquire

Sworn to and subscribed to before me  
this 12<sup>th</sup> day of March, 2007

  
Notary Public



THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION - LAW  
: MORTGAGE FORECLOSURE ACTION  
:  
: NO. 2006 CV 600 MF  
:  
:

**AFFIDAVIT OF LAST KNOWN ADDRESS**

COMMONWEALTH OF PENNSYLVANIA

:

: SS

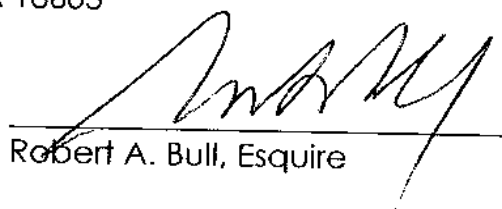
COUNTY OF COLUMBIA

:

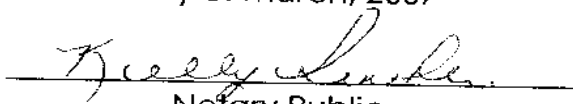
ROBERT A. BULL, ESQUIRE, being duly sworn according to law, does depose and say that he is the Attorney for the Plaintiff and that he makes this Affidavit on the Plaintiff's behalf and that he is authorized to do so on behalf of the Plaintiff; and that to the best of his knowledge, information and belief, the name and last known address of the Defendants in the above captioned judgment is:

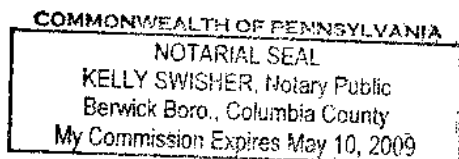
Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

  
Robert A. Bull, Esquire

Sworn to and subscribed to before me  
this 12<sup>th</sup> day of March, 2007

  
Notary Public



THE FIRST NATIONAL BANK OF BERWICK,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF	:	COLUMBIA COUNTY BRANCH, PA
	:	CIVIL ACTION - LAW
VS.	:	MORTGAGE FORECLOSURE ACTION
	:	
ALBERT B. WEST AND	:	NO. 2006 CV 600 MF
DIANE M. WEST, HIS WIFE	:	
DEFENDANTS	:	

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

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS
COUNTY OF COLUMBIA	:

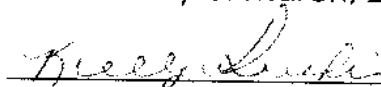
Lee A. Hess, being duly sworn according to law, does depose and say that he did, upon request of The First National Bank of Berwick, Pennsylvania investigate the status of Defendants, Albert B. West and Diane M. West, the above-captioned Defendant with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940; and that the last known address of said Defendants, Albert B. West and Diane M. West, His

Wife is 54 Kachinka Hollow Road, Berwick, Pennsylvania 18603; and the address of the above Plaintiff is 111 West Front Street, Berwick, PA 18603.



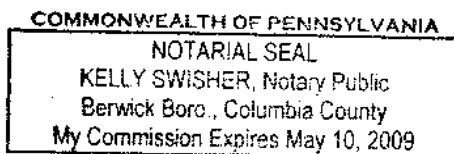
Lee A. Hess,  
Collection Manager

Sworn to and subscribed to before me  
this 12<sup>th</sup> day of March, 2007.



Notary Public

My Commission Expires:



THE FIRST NATIONAL BANK OF BERWICK,	: IN THE COURT OF COMMON PLEAS
	: OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF	: COLUMBIA COUNTY BRANCH, PA
	: CIVIL ACTION - LAW
VS.	: MORTGAGE FORECLOSURE ACTION
	:
ALBERT B. WEST AND	: NO. 2006 CV 600 MF
DIANE M. WEST, HIS WIFE	:
DEFENDANTS	:

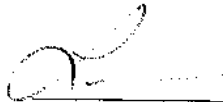
**AFFIDAVIT OF NON-MILITARY SERVICE AND  
CERTIFICATION OF LAST KNOWN ADDRESS  
OF DEFENDANT AND PLAINTIFF**

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS
COUNTY OF COLUMBIA	:

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Wife is 54 Kachinka Hollow Road, Berwick, Pennsylvania 18603; and the address of the above Plaintiff is 111 West Front Street, Berwick, PA 18603.

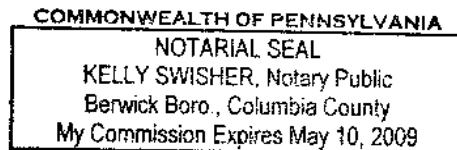


Lee A. Hess,  
Collection Manager

Sworn to and subscribed to before me  
this 12<sup>th</sup> day of March, 2007.

  
Notary Public

My Commission Expires:



THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.

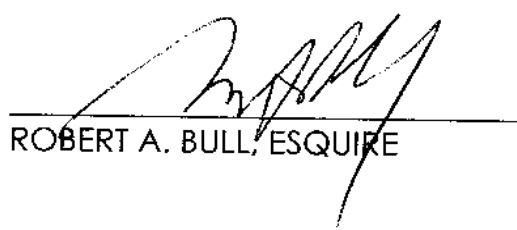
ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

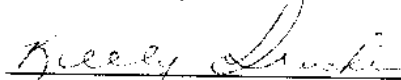
: IN THE COURT OF COMMON PLEAS  
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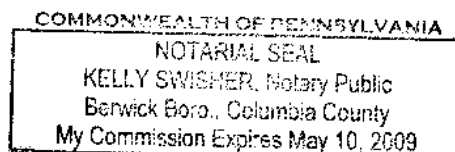
**WATCHMAN RELEASE FORM**

I, ROBERT A. BULL, ESQUIRE, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff, that I make this waiver on behalf of the within Plaintiff, The First National Bank of Berwick, and being authorized so to do, waive the right to the placing of a Watchman and/or insurance on the property located at **R.R. #3, Box 3878, Berwick, Pennsylvania 18603**, Columbia County, Pennsylvania, in the above mortgage foreclosure action.

  
ROBERT A. BULL, ESQUIRE

Sworn to and subscribed to before  
this 12<sup>th</sup> day of March, 2007

  
Notary Public



THE FIRST NATIONAL BANK OF  
BERWICK,

PLAINTIFF

VS.


ALBERT B. WEST AND  
DIANE M. WEST, HIS WIFE

DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
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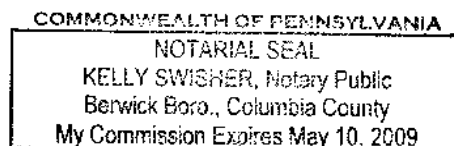
**WATCHMAN RELEASE FORM**

I, ROBERT A. BULL, ESQUIRE, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff, that I make this waiver on behalf of the within Plaintiff, The First National Bank of Berwick, and being authorized so to do, waive the right to the placing of a Watchman and/or insurance on the property located at **R.R. #3, Box 3878, Berwick, Pennsylvania 18603**, Columbia County, Pennsylvania, in the above mortgage foreclosure action.

  
\_\_\_\_\_  
ROBERT A. BULL, ESQUIRE

Sworn to and subscribed to before  
this 12<sup>th</sup> day of March, 2007

  
\_\_\_\_\_  
Notary Public





THE FIRST NATIONAL BANK OF BERWICK,	: IN THE COURT OF COMMON PLEAS
	: OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF	: COLUMBIA COUNTY BRANCH, PA
	: CIVIL ACTION - LAW
VS.	: MORTGAGE FORECLOSURE ACTION
	:
ALBERT B. WEST AND	: NO. 2006 CV 600 MF
DIANE M. WEST, HIS WIFE	:
DEFENDANTS	:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

THE FIRST NATIONAL BANK OF BERWICK, PENNSYLVANIA, 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 **R.R. #3, Box 3878, Berwick**, Columbia County, Pennsylvania, the same being more particularly described in Exhibit "A", attached.

**1. Name and address of Owner or Reputed Owner:**

Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

**2. Name and address of Defendant in Judgment:**

Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

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

The First National Bank of Berwick  
111 West Front Street  
Berwick, PA 18603  
(2006-CV-600-MF)

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

The First National Bank of Berwick  
111 West Front Street  
Berwick, PA 18603

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

N/A

**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:**

First United Methodist Church of Berwick  
200 Market Street  
Berwick, PA 18603

Mr. and Mrs. James W. Cressman  
c/o Brian D. Rosenthal, Esq.  
Seven Penn Center, 9<sup>th</sup> Floor  
1635 Market Street  
Philadelphia, PA 19103

**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:**

Briar Creek Township Tax Collector  
Joan M. Rothery  
122 Twin Church Road  
Berwick, PA 18603

PA American Water Co.  
852 Wesley Drive  
Mechanicsburg, PA 17055

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

Our records indicated that you may hold a mortgage, judgment, lien, leasehold or other interest in the property subject to the Sheriff Sale which may be extinguished by the sale. You may wish to attend the sale to protect your interest. The Sheriff Sale is to satisfy the judgment in mortgage foreclosure obtained by The First National Bank of Berwick, PA on July 29, 2006 in the amount of \$ 80,334.03 plus per diem at the rate of \$ 12.69 from February 5, 2004.

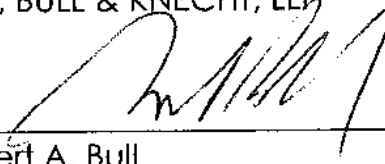
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff but no later than thirty (30) days after the Sale. Distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**YOUR LIEN OR INTEREST IN THIS PROPERTY MAY BE LOST OR OTHERWISE AFFECTED ADVERSELY BY THIS SHERIFF SALE. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY HOW YOUR RIGHTS MAY BE AFFECTED.**

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. §4904 relating to unsworn falsification to authorities.

Dated: March 12, 2007

BULL, BULL & KNECHT, LLP

A handwritten signature in black ink, appearing to read 'R. Bull', is written over a horizontal line.

Robert A. Bull  
Attorney for Plaintiff

### **EXHIBIT "A"**

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

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BEING the same premises conveyed to Albert B. West and Diane M. West, his wife, by Deed of J. Donald Kile and Lorraine E. Kile, his wife, dated September 2, 1971 and recorded on September 17, 1971 in Book 253, at Page 175.

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5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

6. No. manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signed (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot.

7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

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THE FIRST NATIONAL BANK OF BERWICK,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF	:	COLUMBIA COUNTY BRANCH, PA
	:	CIVIL ACTION - LAW
VS.	:	MORTGAGE FORECLOSURE ACTION
	:	
ALBERT B. WEST AND	:	NO. 2006 CV 600 MF
DIANE M. WEST, HIS WIFE	:	
DEFENDANTS	:	

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

**2. Name and address of Defendant in Judgment:**

Albert B. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

Diane M. West  
54 Kachinka Hollow Road  
Berwick, PA 18603

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

The First National Bank of Berwick  
111 West Front Street  
Berwick, PA 18603  
(2006-CV-600-MF)

**4. Name and address of the last recorded holder of every mortgage of record:**  
The First National Bank of Berwick  
111 West Front Street  
Berwick, PA 18603

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

**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:**  
First United Methodist Church of Berwick  
200 Market Street  
Berwick, PA 18603

Mr. and Mrs. James W. Cressman  
c/o Brian D. Rosenthal, Esq.  
Seven Penn Center, 9<sup>th</sup> Floor  
1635 Market Street  
Philadelphia, PA 19103

**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:**

Briar Creek Township Tax Collector  
Joan M. Rothery  
122 Twin Church Road  
Berwick, PA 18603

PA American Water Co.  
852 Wesley Drive  
Mechanicsburg, PA 17055

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

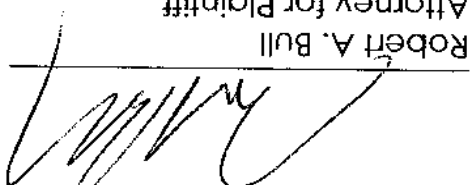
Our records indicated that you may hold a mortgage, judgment, lien, leasehold or other interest in the property subject to the Sheriff Sale which may be extinguished by the sale. You may wish to attend the sale to protect your interest. The Sheriff Sale is to satisfy the judgment in mortgage foreclosure obtained by The First National Bank of Berwick, PA on July 29, 2006 in the amount of \$ 80,334.03 plus per diem at the rate of \$ 12.69 from February 5, 2004.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff but no later than thirty (30) days after the Sale. Distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**YOUR LIEN OR INTEREST IN THIS PROPERTY MAY BE LOST OR OTHERWISE AFFECTED ADVERSELY BY THIS SHERIFF SALE. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY HOW YOUR RIGHTS MAY BE AFFECTED.**

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. §4904 relating to unsworn falsification to authorities.

BULL, BULL & KNECHT, LLP



Robert A. Bull  
Attorney for Plaintiff

Dated: March 12, 2007



**EXHIBIT "A"**

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

BEGINNING at a point on the eastern boundary of the road leading from Martzville to Jonestown designated as Route No. 19044, said point at the northwest corner of Lot No. 4 as shown on plot or plan entitled "Subdivision of land of J. Donald Kile, Briar Twp., Columbia Co., Pa., containing 15.673 acres, surveyed August 1971. A. Carl Wolfe, P.E., Scale 1 in.=50ft.", said Lot No. 4 having been sold by deed dated August 23, 1967 by J. Donald Kile and Lorraine E. Kile, his wife, to Cecil J. Shaffer and A. Marie Shaffer, his wife; thence along the northern line of said Lot No. 4 and Lot No. 3 south 87 degrees 32 minutes east 220 feet to a point in line of land of J. Donald Kile and Lorraine E. Kile, his wife, grantors herein; thence along the western line of said Kile north 07 degrees 49 minutes east 100 feet to a point at the southeast corner of Lot No. 7, now or formerly of L. Ratamess, as shown on said plot or plan; thence along the southerly line of said Lot No. 7 north 83 degrees 45 minutes west 186.60 feet to a point in the eastern boundary of said Route No. 19044; thence along the eastern boundary of said Route No. 19044 south 23 degrees 43 minutes west 120 feet to the place of beginning, containing 0.469 acres.

BEING Lot No. 6 as shown on the plot or plan aforementioned.

BEING the same premises conveyed to Albert B. West and Diane M. West, his wife, by Deed of J. Donald Kile and Lorraine E. Kile, his wife, dated September 2, 1971 and recorded on September 17, 1971 in Book 253, at Page 175.

This deed is given by J. Donald Kile and Lorraine E. Kile, his wife, to Albert B. West and Diane M. West, his wife to correct the description in an earlier deed between the same parties, said earlier deed being dated October 23, 1967 in the office for the recording of deeds in and for the County of Columbia on October 31, 1967, in Deed Book 237, Page 919.

This deed is made and delivered under and subject, nevertheless, to the following restrictions, reservations, qualifications, and provisions, all of which run with the land and are binding upon the Grantees, their heirs, executors, administrators and assigns by their acceptance of this deed.

1. All lots in the tract shall be known and designated as residential lots.
2. Only one dwelling shall be erected on each lot and the dwelling is to

be kept in a building line with the other buildings.

3. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

4. No chickens, cows, pigs, goats, dog kennels or other animals known as livestock or poultry shall be kept on the premises.

5. No trailer, basement, tent, shack, garage or barn or other outbuildings shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

6. No manufacturing or mercantile establishments, retail merchandising, taprooms, saloons, places of amusement, tearooms, bill boards, or signed (except "For Rent" or "For Sale") shall be erected or maintained on any residential lot.

7. No alcoholic liquors or malt beverages shall be permitted for sale on any lot.

8. Each lot owner is to maintain their own private driveway. Any jointly owned or jointly used driveways or private roads are to be maintained by all owners having access or right of way.

These covenants and restrictions shall run with the land and be binding upon all persons, their heirs, legatees or assigns and all persons claiming under or through them.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions, it shall be lawful for any person or persons owning any lot in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.



First National  
BANK OF NEW YORK

262935

60-712  
313

For  
Account of

West Foreclosure

DATE 3-12-07

PAY

FIRST NATIONAL  
BANK 1350 DOLLARS CTS

\$ 1,350.00

TO THE  
ORDER OF

Columbia County Sheriff

CASHIER'S CHECK

Authorized Signature

⑈262935⑈ ⑆031307125⑆ 01 206313 01⑈