

SHERIFF'S SALE COST SHEET

Wells Fargo Bank vs. Debtors
 NO. 9501 ED NO. 512 JD DATE/TIME OF SALE 11/11/01

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>24.60</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>6.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>398.60</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>549.40</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>774.40</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u>0.00</u>
TOTAL ***** \$ <u>0.00</u>	

REAL ESTATE TAXES:	
BORO, TWP & COUNTY 20	\$ <u>0.00</u>
SCHOOL DIST. 20	\$ <u>0.00</u>
DELINQUENT 20	\$ <u>5.00</u>
TOTAL ***** \$ <u>5.00</u>	

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

SURCHARGE FEE (DSTE)	\$ <u>0.00</u>
MISC. _____	\$ <u>0.00</u>
TOTAL ***** \$ <u>0.00</u>	

TOTAL COSTS (OPENING BID) \$ 1370.00

**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

December 4, 2007

Via Telefax 570-389-5625

Memorandum

To: Office of the Sheriff
COLUMBIA County

Attn: Real Estate Dept.

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C. DEELEY

COLUMBIA- No. 548-CV-2007

Premises: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603

Dear Sir or Madam:

Please **STAY** the Sheriff's Sale of the above referenced property which is scheduled for **December 5, 2007**.

Defendant filed Ch. 13 Bankruptcy on 7/31/07 at #07-51913.

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

Very truly yours,

Peter J. Tremper

SHERIFF'S SALE COST SHEET

Wells Fargo Bank VS. Zemeth & Julie Martin
 NO. 95-07 ED NO. 548-07 JD DATE/TIME OF SALE Dec 5 1000

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>120.00</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>24.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>6.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>430.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>849.40</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1074.40</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u>41.50</u>
TOTAL ***** \$ <u>51.50</u>	

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$
SCHOOL DIST. 20	\$
DELINQUENT 20	\$ <u>5.00</u>
TOTAL ***** \$ <u>5.00</u>	

MUNICIPAL FEES DUE:

SEWER 20	\$ <u>110.58</u>
WATER 20	\$
TOTAL ***** \$ <u>110.58</u>	

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>0.00</u>	

TOTAL COSTS (OPENING BID) \$ 1861.48

COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Wells Fargo Bank vs Lamont & Jibe Limited

NO. 95-07 ED NO. 548-01 JD

DATE/TIME OF SALE: Dec 5 1000

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 \$ _____

**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**

October 23, 2007

Via Telefax 570-389-5625

Memorandum

**To: Office of the Sheriff
COLUMBIA County**

Attn: Real Estate Dept.

WELLS FARGO BANK, N.A.

vs.

**KENNETH A. MARTIN
JULIE C. MARTIN A/K/A JULIE C. DEELEY
COLUMBIA- No. 548-CV-2007**

Premises: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603

Dear Sir or Madam:

Please POSTPONE the Sheriff's Sale of the above referenced property which is scheduled for October 24, 2007. Please reschedule this sale for December 5, 2007 at 10:00 am.

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

Very truly yours,

Peter J. Tremper

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

Case No. **5:07-bk-51913-JJT**
Chapter 13

In re:

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Kenneth A Martin

Julia C Martin
aka Julie C Martin, fka Julie C Deeley, fka Julia C
Deeley

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**Notice is hereby given that:**

The previously scheduled 341 meeting of creditors has been ☒ rescheduled ☐ continued to:

DATE: December 3, 2007

TIME: 01:00 PM

LOCATION: Genetti Hotel, 77 East Market Street, Wilkes-Barre, PA

for the

- ☐ Debtor in the above referenced case.
- ☐ Joint Debtor in the above referenced case.
- ☒ Debtor and Joint Debtor in the above referenced case.

Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court
274 Max Rosenn U.S. Courthouse
197 South Main Street
Wilkes-Barre, PA 18701
Telephone number: 570-826-6450

For the Court:

Clerk of the Bankruptcy Court

Hours Open: Monday – Friday 8:00 AM – 5:00 PM

Date: 10/17/07

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines

The debtor(s) listed below filed a Chapter 13 bankruptcy case on 7/31/07. You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office or electronically through "PACER" (Public Access to Court Electronic Records). **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Kenneth A Martin
1505 Fairview Ave
Berwick, PA 18603

Julia C Martin
aka Julie C Martin, fka Julie C Deeley, fka Julia C
Deeley
1505 Fairview Ave
Berwick, PA 18603

Case Number:
5:07-bk-51913-JJT

Social Security No./Last 4 digits or Taxpayer ID Nos.:
159-56-3232
164-56-1361

Attorney for Debtor(s) (name and address):

James Beatrice Jr
Beatrice Law Offices
PO Box 70
Hughesville, PA 17737
Telephone number: 570-546-2050

Bankruptcy Trustee (name and address):

Charles J. DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hammelstown, PA 17036
Telephone number: 717-566-6097

Meeting of Creditors:

All individual debtors must provide picture identification and proof of social security at the meeting of creditors.

Date: **October 15, 2007**

Time: **11:00 AM**

Location: **Genetti Hotel, 77 East Market Street, Wilkes-Barre, PA**

Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim PROOF OF CLAIM FORM IS INCLUDED.

All creditors who file proof of claim MUST serve a true copy of said claim upon the Chapter 13 Case Trustee.

For all creditors (except a governmental unit): **1/13/08**

For a governmental unit (except as otherwise provided in Fed. R. Bankr. P. 3002(c)(1)):
180 DAYS FROM THE ORDER GRANTING RELIEF

Foreign Creditors

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

Deadline to file a Complaint to Determine Dischargeability of Certain Debts: 12/14/07

Filing of Proposed Plan, Objections to the Plan:

A copy of the proposed plan (or summary) is included. Any objections filed to the plan that are not settled prior to the confirmation hearing will be heard at the confirmation hearing. If no objections are filed, the court may enter an order confirming the plan. **You will receive separate notice of the confirmation hearing and deadline for objections to confirmation of the plan.**

Creditors May Not Take Certain Actions:

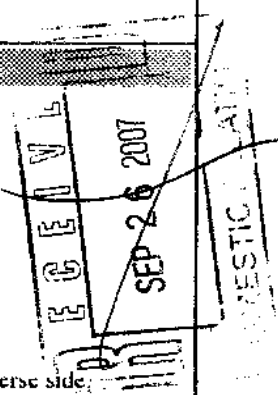
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property, and certain co-debtors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court
274 Max Rosenn U.S. Courthouse
197 South Main Street
Wilkes-Barre, PA 18701
Telephone number: 570-826-6450

For the Court:



Clerk of the Bankruptcy Court



EXPLANATIONS

FORM B91 (10/06)

Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under chapter 13 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the bankruptcy court. You may object to confirmation of the plan and appear at the confirmation hearing which will be scheduled after the 341 Meeting of Creditors has been concluded. A copy (or summary) of the plan is included with this notice. You will receive separate notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the court orders otherwise.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362 and § 1301. Common examples of prohibited actions include contacting the debtor by telephone, mail, or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to exceed or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee, and by creditors. Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without any further notice.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you might not be paid any money on your claim from other assets in the bankruptcy case. To be paid you must file a Proof of claim even if your claim is listed in the schedules filed by the debtor. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Foreign Creditor: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 523(a)(2) or (4), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any document that you file in this bankruptcy case should be filed through "ECF" (Electronic Case Filing) or with the bankruptcy clerk's office. You may inspect all documents filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office or through "PACER" (Public Access Court Electronic Records).
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights.
-- Refer to Other Side for Important Deadlines and Notices --	
RAPID DATA ACCESS: We encourage you to register with our Public Access to Court Electronic Records System ("PACER") by visiting the PACER Home Page at http://pacer.psc.uscourts.gov/ .	
IMPORTANT NOTICE TO DEBTOR: Pursuant to Section 727(a)(11) and 1328(g) of the Bankruptcy Code, you are required in most instances to file a certification with the Clerk, of the completion of a Personal Instructional Financial Management Course . Failure to do so will prevent the issuance of a Discharge. Your case will be closed and you may be required to pay a reopening fee if you later desire to receive a discharge. Failure to file other, required documents may result in the dismissal of your case without further notice.	
COPY REQUESTS: To obtain copies of documents, send a written request to the Clerk's Office.	

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA		PROOF OF CLAIM
Name of Debtor Kenneth A Martin Julia C Martin	Case Number 5:07-51913-JJT	  THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Columbia City Courthouse	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: Columbia City Courthouse Sheriff's Office PO Box 380 Bloomsburg, PA 17815-0380	Telephone Number:	
Last four digits of account or other number by which creditor identifies debtor:	Check here if <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: _____ 3. If court judgment, date obtained: _____		
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.		
Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority Amount entitled to priority \$ _____ Specify the priority of the claim: _____ <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).		
Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____ <input type="checkbox"/> Up to \$ 2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
5. Total Amount of Claim at Time Case Filed: \$ _____ <div style="display: flex; justify-content: space-around; font-size: small;"> (unsecured) (secured) (priority) (Total) </div> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):	

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In Re: Kenneth A. Martin : Chapter 13
Julia C. Martin, AKA Julie C. Martin :
Debtors : Case No. 5:07-bk-51913 JJT

CHAPTER 13 PLAN

Your rights will be affected by this Plan. You should read this Chapter 13 Plan carefully.

The Debtors, Kenneth A. Martin and Julia C. Martin, propose the following Chapter 13 Plan and request that it be confirmed:

I. PLAN PAYMENTS TO THE TRUSTEE

A. The Debtors submit to the supervision and control of the Trustee all or such portion of the Debtors' future earnings or other future income as is necessary for the execution of the Plan, including:

1. The total amount of **\$370.60 per month**. These payments shall begin 30 days from the date of the filing of this Chapter 13 Plan.
2. It is proposed that payments shall be made over a period of **36 months**, as necessary to fund the Plan.
3. Other Property: Additional sums as necessary to fund the Plan.

B. The entirety of Debtors' property is exempt and unsecured creditors would receive zero (\$0.00) dollars if Debtors' estate were liquidated in a Chapter 7 Bankruptcy. Unsecured creditors will receive at least as much under this Plan as they would in a Chapter 7 Bankruptcy.

II. CLASSIFICATION OF CREDITORS AND TREATMENT OF CLAIMS

A. **CLASS ONE-** Claims entitled to priority under Bankruptcy Code 11 U.S.C. § 507. Class One claims which are filed and allowed shall be paid in full through Debtors' Chapter 13 Plan before all other claims.

1. The **Chapter 13 Trustee** will receive compensation through the Plan in the amount permitted by the Bankruptcy Code, but no more than 10%.

2. **Attorney's fees** of \$2,000.00 and such other attorney's fees as approved by the Court, above the attorney disclosure amount, owed to James Beatrice, Jr., shall be paid in full in this class, including any claim filed pursuant to 11 U.S.C. § 1305(a).

3. **Amounts necessary** for payment of Class Five Claims, if any.

4. **Domestic Support Obligations- None**

B. **CLASS TWO-** Treatment of Secured Claims- Class Two Claims are any claims secured by a lien against Debtors' property. Class Two claims which are timely filed and allowed shall be paid prior to payment of creditors in subsequent classes, but following full payment of Class One Claims.

1. Debtors are homeowners whose residence at 1505 Fairview Avenue, Berwick, Columbia County, Pennsylvania, 18603, has a fair market value of \$83,000.00 dollars.

2. Debtors' residence is encumbered by a mortgage to Wells Fargo Bank, NA, and property taxes are owed to Columbia County for 2007. Debtors intend to make full payment of the arrearages owed on the mortgage and the real estate taxes owed through payments to the Chapter 13 Trustee. Said

adequate protection of the secured claims.

3. Effect of Confirmation- Title to the property of the estate shall revert in Debtors upon confirmation of the Plan, and Debtors and their family shall have the sole right to the use and possession of this property during the pendency of this case, including the right to sue, sell or lease such property during the ordinary course of their affairs. Confirmation of this Plan shall not bar the Debtors from filing objections to any claim or seeking the determination of the extent, validity and or priority of any liens. Confirmation of this Plan shall not bar the Debtors from seeking a determination as to the dischargeability of any debt.

4. Property Exempt- Any money or property acquired by either the Trustee or Debtors while this case is pending shall be deemed exempt property of Debtors, if exemptible, and shall forthwith be delivered to Debtors.

5. Proof of Claim Requirement- If a proof of claim is not filed with the Bankruptcy Court and served upon the Trustee within the deadline set forth in the Notice, it shall be conclusive for all legal purposes that no debt is owed and any liens shall be deemed satisfied.

6. Cosigners- By failing to object to this Plan or any modifications thereof, all creditors holding claims, agree not to make any effort to collect their claims from any co-signers or guarantor that may exist, so long as this case remains pending.

7. After Confirmation of this Plan- Debtors shall retain the right to object to any Proof of Claim until such claim has been paid in full by the Chapter 13 Trustee.

8. Effect of Discharge- Upon completion of this Plan, all debts listed in Debtors' schedules or provided for by this Plan, except any excepted by 11 U.S.C. 1328(a), shall be discharged.

9. Leases- The following unexpired leases are treated as follows: None.

10. Motion to Avoid Liens under §522(f)- Debtors move to avoid the following liens that impair their exemptions: American General Consumer Discount Co. \$2,513.00, Columbia County, # CV-0000115-07 and Citilnancial \$3,086.22, Columbia County # CV-298-06.

11. Notice- This Plan contains evidentiary matters which, if not controverted, may be accepted by the Bankruptcy Court as true. Although creditors cannot vote on this Plan, they are permitted to object to its confirmation and may suffer adverse consequences if they do not do so within the deadline set by notice pursuant to §1324 11 U.S. Bankruptcy Code and local rules, the Court may confirm this Plan and accept other evidentiary matters as true, if no objections to confirmation are filed.

Dated: September 13, 2007

s/ Kenneth A. Martin

Kenneth A. Martin, Debtor

Dated: September 13, 2007

s/ Julia C. Martin

Julia C. Martin, Joint Debtor

Correspondence may be directed to:

James Beatrice, Jr., PO, Box 70, Hughesville, PA 17737, (570)546-2050

Reference- Chapter 13 Plan- Kenneth A. & Julia C. Martin, Case No. 5:07-bk-51913 JJT



September 12, 2007

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

WELLS FARGO BANK, N.A.

VS.

**KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY**

DOCKET # 95ED2007

JD # 548JD2007

Dear Timothy:

The updated amount due on sewer account #133922 for the property located at 1505 Fairview Avenue Berwick, Pa through October 2007 is \$170.58.

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

Sincerely,

Kelly Greer
Authority Clerk

**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

August 1, 2007

Via Telefax 570-389-5625

Memorandum

To: Office of the Sheriff
COLUMBIA County

Attn: Real Estate Dept.

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C. DEELEY

COLUMBIA- No. 548-CV-2007

Premises: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603

Dear Sir or Madam:

Please **POSTPONE** the Sheriff's Sale of the above referenced property which is scheduled for **August 1, 2007**. Please reschedule this sale for **October 24, 2007** at 10:00 am.

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

Very truly yours,

Peter J. Tremper

**BEATRICE LAW OFFICES
ATTORNEYS & COUNSELLORS AT LAW
PO BOX 70
HUGHESVILLE, PA 17737
(570)-546-2050**



JAMES BEATRICE, JR.
ALTHEA C. BEATRICE
ANTHONY C. BEATRICE

FACSIMILE TRANSMITTAL FORM

TO: Sheriff Chamberlain
Columbia County

Tele: 389-5622

Fax: 389-5625

FROM: ATTORNEY JAMES BEATRICE, JR.

RE: Martin, Kenneth & Julia real estate sale for 8/1/07

Kindly stay sale per filing of this Chapter 13 Bankruptcy. Thank you.

Number of Pages Including Cover: 4

DATE: 7/31/07

If you have not received all pages, or have problems receiving, please call sender

Message:

Attached correspondence regarding above-referenced matter.

CONFIDENTIALITY NOTICE

The information transmitted herewith may be confidential and protected from disclosure by law as proprietary information, attorney-client communications, attorney work product or otherwise. It is intended for the exclusive use of the named recipient.

If you are not the named recipient, disclosure or distribution of the information transmitted herewith may be subject to legal restriction or sanction, and you are requested to notify us by telephone to arrange for return of the information and all copies.

Official Form 1 (4/07)

United States Bankruptcy Court Middle District of Pennsylvania				Voluntary Petition																					
Name of Debtor (if individual, enter Last, First, Middle): Martin, Kenneth A			Name of Joint Debtor (Spouse) (Last, First, Middle): Martin, Julia C																						
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): FKA Julie C Deeley; AKA Julie C Martin; FKA Julia C Deeley																						
Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all): xxx-xx-3232			Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all): xxx-xx-1361																						
Street Address of Debtor (No. and Street, City, and State): 1505 Fairview Ave Berwick, PA			Street Address of Joint Debtor (No. and Street, City, and State): 1505 Fairview Ave Berwick, PA																						
ZIP Code 18603			ZIP Code 18603																						
County of Residence or of the Principal Place of Business: Columbia			County of Residence or of the Principal Place of Business: Columbia																						
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):																						
ZIP Code			ZIP Code																						
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: center; font-size: 1.2em; margin-top: 10px;">5-07: bK-51913</div>																									
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.																					
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 13 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																							
Statistical/Administrative Information *** James Beatrice, Jr. *** <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 1.2em; text-align: center;">Middle District of PA W-73, Division</div> <div style="font-size: 1.2em; text-align: center;">JUL 31 2007</div> <div style="font-size: 1.2em; text-align: center;">10:53 AM EDT</div>																				
Estimated Number of Creditors <table style="width: 100%; text-align: center;"> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1000-5,000</td> <td>5001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>100,001-100,000</td> <td>OVER 100,000</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>					1-49	50-99	100-199	200-999	1000-5,000	5001-10,000	10,001-25,000	25,001-50,000	100,001-100,000	OVER 100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1-49	50-99	100-199	200-999	1000-5,000	5001-10,000	10,001-25,000	25,001-50,000	100,001-100,000	OVER 100,000																
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Estimated Assets <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/> \$0 to \$10,000</td> <td><input type="checkbox"/> \$10,001 to \$100,000</td> <td><input checked="" type="checkbox"/> \$100,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$100 million</td> <td><input type="checkbox"/> More than \$100 million</td> </tr> </table>					<input type="checkbox"/> \$0 to \$10,000	<input type="checkbox"/> \$10,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$100 million	<input type="checkbox"/> More than \$100 million																
<input type="checkbox"/> \$0 to \$10,000	<input type="checkbox"/> \$10,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$100 million	<input type="checkbox"/> More than \$100 million																					
Estimated Liabilities <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input checked="" type="checkbox"/> \$100,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$100 million</td> <td><input type="checkbox"/> More than \$100 million</td> </tr> </table>					<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$100 million	<input type="checkbox"/> More than \$100 million																
<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$100 million	<input type="checkbox"/> More than \$100 million																					

Official Form 1 (4/07)

FORM B1, Page 2

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Martin, Kenneth A Martin, Julia C	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). <div style="display: flex; justify-content: space-between;"> X /s/ James Beatrice, Jr. July 30, 2007 </div> <div style="display: flex; justify-content: space-between;"> Signature of Attorney for Debtor(s) (Date) </div> <div style="text-align: center;">James Beatrice, Jr.</div>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input checked="" type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Statement by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="margin-left: 40px;"> _____ (Name of landlord that obtained judgment) </div> <div style="margin-left: 40px;"> _____ (Address of landlord) </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			

Official Form 1 (4/07)

FORM B1, Page 3

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):
 Martin, Kenneth A
 Martin, Julia C

Signatures**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Kenneth A Martin

Signature of Debtor Kenneth A Martin

X /s/ Julia C Martin

Signature of Joint Debtor Julia C Martin

Telephone Number (If not represented by attorney)

July 30, 2007

Date

Signature of Attorney

X /s/ James Beatrice, Jr.

Signature of Attorney for Debtor(s)

James Beatrice, Jr.

Printed Name of Attorney for Debtor(s)

Beatrice Law Offices

Firm Name

PO Box 70

Hughesville, PA 17737

Address

570-546-2050

Telephone Number

July 30, 2007

Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
 Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

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 July 11, 18, 25, 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 25th day of July 2007

My commission expires July 3, 2011

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Denise A. Fisher, Notary Public
Scott Twp., Columbia County
My Commission Expires July 3, 2011
Member, Pennsylvania Association of Notaries

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

2007-08-01 10:07

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

Wells Fargo Bank, N.A.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Columbia County
Kenneth A. Martin	:	No. 2007-CV-548
Julie C. Martin A/K/A Julie C. Deeley	:	
Defendants	:	

ORDER

AND NOW, this 8th day of July, 2007 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$70,916.46
Interest Through 8/01/07	4,150.59
Per Diem \$13.79	
Late Charges	0.00
Legal fees	1,250.00
Cost of Suit and Title	1,370.00
Sheriff's Sale Costs	0.00
Property Inspections	47.50
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	28.59
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00

Suspense/Misc. Credits
Escrow Deficit

(162.48)
508.71

TOTAL

\$78,109.37

Plus interest from 8/01/07 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

15 Thomas A. James Jr.

151501

95

Orig

PROTHONOTARY
2007 JUL -9 P 1:07
CLERK OF COURT
JULIE C. DEELEY

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

Wells Fargo Bank, N.A.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Columbia County
Kenneth A. Martin	:	No. 2007-CV-548
Julie C. Martin A/K/A Julie C. Deeley	:	
Defendants	:	

ORDER

AND NOW, this 8 day of Dec, 2007 the Prothonotary is ORDERED to amend the in rem judgment and the Shcrriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$70,916.46
Interest Through 8/01/07	4,150.59
Per Diem \$13.79	
Late Charges	0.00
Legal fees	1,250.00
Cost of Suit and Title	1,370.00
Sheriff's Sale Costs	0.00
Property Inspections	47.50
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	28.59
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00

Suspense/Misc. Credits
Escrow Deficit

(162.48)
508.71

TOTAL

\$78,109.37

Plus interest from 8/01/07 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

151501

PRO-SE FILING

2007 JUL -5 A 10:11

CLERK OF COURT
JULIE C. DEELEY

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000
Wells Fargo Bank, N.A.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Kenneth A. Martin
Julie C. Martin A/K/A Julie C. Deeley
Defendants

: Court of Common Pleas
: Civil Division
: Columbia County
: No. 2007-CV-548

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on March 27, 2007, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on May 7, 2007 in the amount of \$75,034.68. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on August 1, 2007. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$70,916.46
Interest Through 8/01/07	4,150.59
Per Diem \$13.79	
Late Charges	0.00
Legal fees	1,250.00
Cost of Suit and Title	1,370.00
Sheriff's Sale Costs	0.00
Property Inspections	47.50
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	28.59
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00
Suspense/Misc. Credits	(162.48)
Escrow Deficit	<u>508.71</u>
TOTAL	\$78,109.37

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

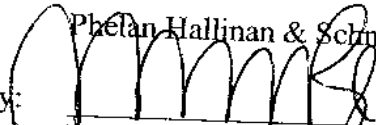
8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as is addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date:

6/29/07

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

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.

WELLS FARGO BANK.

VS.

KENNETH & JULIE MARTIN

WRIT OF EXECUTION #95 OF 2007 ED

POSTING OF PROPERTY

June 28, 2007 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF KENNETH & JULIE MARTIN AT 1505 FAIRVIEW AVE. BERWICK
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY
COLUMBIA COUNTY DEPUTY PAUL D'ANGELO.

SO ANSWERS

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29TH DAY OF JUNE 2007

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

95

PHELAN HALLINAN & SCHMIEG, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534

July 2, 2007

Office of the Sheriff
Columbia County Courthouse

RE: WELLS FARGO BANK, N.A.
vs. KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY
COLUMBIA COUNTY NO: 548-CV-2007

Dear Sir or Madam:

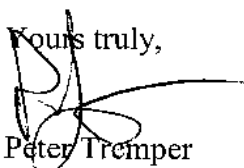
Enclosed please find the following:

XX Affidavit of service pursuant to rule 3129 with attachments.

Please find attached a copy of the original Affidavit of service pursuant to rule 3129, which has been sent for filing with Columbia County Prothonotary's Office as of the date of this letter.

*****Please be advised that in the event the Plaintiff is not represented at the sale the sale is to be stayed or postponed.*****

Yours truly,



Peter Tremper
for PHELAN HALLINAN & SCHMIEG

*****PROPERTY IS LISTED FOR THE 8/1/07 SHERIFF'S SALE.*****

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.

vs.

No.: 548-CV-2007

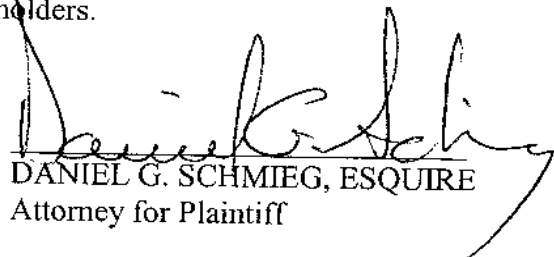
KENNETH A. MARTIN
JULIE C. MARTIN A/K/A
JULIE C. DEELEY

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA)
Sale Date: 8/1/07

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **KENNETH A. MARTIN** hereby
verify that on **JUNE 21, 2007** true and correct copies of the Notice of Sheriff's sale were
served by certificate of mailing to the recorded lienholders.

DATE: July 2, 2007


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Name and
Address
of Sender

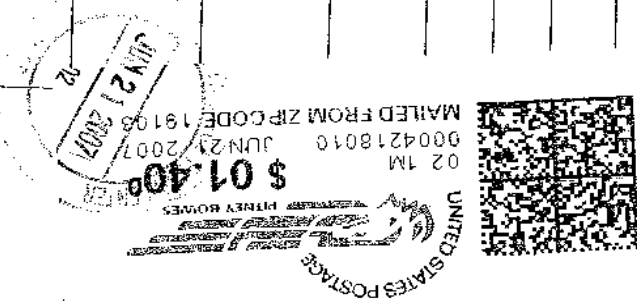


PHILAN HALLINAN & SCHMIEG LLC
ONE PENN CENTER, PLAZA, SUITE 1400
PHILADELPHIA, PA 19103-1814

TEAM 3

Support

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	TENANT/OCCUPANT 1505 FAIRVIEW AVENUE BERWICK, PA 18603		
2	*****	DOMESTIC RELATIONS OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
4		WELLS FARGO HOME MORTGAGE, INC. P.O. BOX 10304 DES MOINES, IA 50306		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		RE:KENNETH A. MARTIN PHS #151501. TEAM 3/SSG		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	



<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>7006 2760 0004 5957 6189</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1</p>	<p>3. Service Type</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>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<p>1. Article Addressed to:</p> <p>U.S. SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE ROBERT N.C. NIX FEDERAL BUILDING 900 MARKET STREET-5TH FLOOR PHILADELPHIA, PA 19107</p> <p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0004 5957 6202</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1</p>
<p>1. Article Addressed to:</p> <p>INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING 600 ARCH STREET ROOM 3259 PHILADELPHIA, PA 19106</p> <p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0004 5957 6196</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1</p>	<p>3. Service Type</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>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<p>1. Article Addressed to:</p> <p>Commonwealth of PA PO Box 2675 Harrisburg, PA 17105</p> <p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0004 5957 6172</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1</p>

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5621

24 HOUR PHONE
(570) 784-6390

WELLS FARGO BANK, N.A.

Docket # 95ED2007

VS

MORTGAGE FORECLOSURE

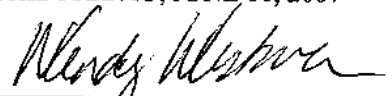
KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, MAY 31, 2007, AT 3:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JULIE MARTIN AT 1505 FAIRVIEW AVE., BERWICK BY HANDING TO JULIE MARTIN, , 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 FRIDAY, JUNE 01, 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) 784-4300

WELLS FARGO BANK, N.A.

Docket # 95ED2007

VS

MORTGAGE FORECLOSURE

KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY

AFFIDAVIT OF SERVICE

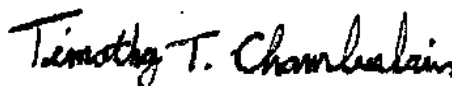
NOW, THIS THURSDAY, MAY 31, 2007, AT 3:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON KENNETH MARTIN AT 1505 FAIRVIEW AVE., BERWICK BY HANDING TO JULIE MARTIN, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS FRIDAY, JUNE 01, 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



June 6, 2007

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

WELLS FARGO BANK, N.A.

VS.

KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY

DOCKET # 95ED2007

JD # 548JD2007

Dear Timothy:

The balance due on sewer account #133922 for the property located at 1505 Fairview Avenue Berwick, Pa through September 2007 is \$260.54.

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

Sincerely,

Kelly Greer
Authority Clerk

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 5/29/2007

SERVICE# 5 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON CONNIE GINGHER

RELATIONSHIP _____ IDENTIFICATION u

DATE 05-31-07 TIME 1400 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

P. Chamberlain DATE 05.31.07

Tax Notice 2007 County & Municipality

BERWICK BORO

MAKE CHECKS PAYABLE TO:

Connie C Gingher
1615 Lincoln Avenue
Berwick PA 18603

HOURS: MON, TUE, THUR & FRI : 9:30AM - 4PM
CLOSED WEDNESDAY & HOLIDAYS.
CLOSED FRIDAY AFTER DISCOUNT

PHONE: 570-752-7442

FOR: COLUMBIA COUNTY

DATE
03/01/2007

BILL NO.
4841

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	AX AMOUNT DUE	INCL PENALTY
GENERAL	21,032	6.146	126.67	129.26	142.19
SINKING		1.345	27.72	28.29	31.12
LIGHT		1	20.61	21.03	22.08
FIRE		1.25	25.76	26.29	27.60
BORO RE		10.6	218.48	222.94	234.09
The discount & penalty have been calculated for your convenience			419.24 April 30 If paid on or before	427.81 June 30 If paid on or before	457.08 June 30 If paid after
PAY THIS AMOUNT					

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

MARTIN KENNETH A & JULIE C
1505 FAIRVIEW AVE
BERWICK PA 18603

CNTY TWP
Discount 2 % 2 %
Penalty 10 % 5 %
PARCEL: 04D-05 -156-00,000
1505 FAIRVIEW AVE
.1653 Acres Land 2,880
Buildings 18,152
Total Assessment 21,032

This tax returned to
courthouse on:
January 1, 2008

FILE COPY

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

COUNTY OF COLUMBIA
REAL ESTATE TAX CERTIFICATION

Date: 06/01/2007

Fee: \$5.00

Cert. NO: 3465

MARTIN KENNETH A & JULIE C
1505 FAIRVIEW AVE
BERWICK PA 18603

District: BERWICK BORO
Deed: 20040 -5888
Location: LOT 140
Parcel Id: 04D-05 -156-00,000

Assessment: 21,032
Balances as of 06/01/2007

YEAR	TAX TYPE	TAX AMOUNT	PENALTY	DISCOUNT	PAID	BALANCE
------	----------	------------	---------	----------	------	---------

NO TAX CLAIM TAXES DUE

By:

Timothy T. Chamberlain
Sheriff

Per:

chn.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 5/29/2007

SERVICE# 7 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN

ATTORNEY FIRM

JULIE C. MARTIN AKA JULIE C. DEELEY
PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

DOMESTIC RELATIONS

15 PERRY AVE.

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON

Joe Horvat

RELATIONSHIP

Deputy Director

IDENTIFICATION

DATE 6-1-7

TIME 1010

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

J. Allen

DATE

6-1-7

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 5/29/2007

SERVICE# 10 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN

JULIE C. MARTIN AKA JULIE C. DEELEY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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 6-1-7 TIME 0930 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE

TIME

OFFICER

REMARKS

DEPUTY

DATE

6-1-7

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 5/29/2007

SERVICE# 1 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN

JULIE C. MARTIN AKA JULIE C. DEELEY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
KENNETH MARTIN	MORTGAGE FORECLOSURE
1505 FAIRVIEW AVE.	
BERWICK	

SERVED UPON JULIE MARTIN

RELATIONSHIP WIFE IDENTIFICATION _____

DATE 05.31.07 TIME 1500 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 05.31.07

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 5/29/2007

SERVICE# 2 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN

JULIE C. MARTIN AKA JULIE C. DEELEY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

PAPERS TO SERVED

JULIE MARTIN

MORTGAGE FORECLOSURE

1505 FAIRVIEW AVE.

BERWICK

SERVED UPON JULIE MARTIN

RELATIONSHIP _____ IDENTIFICATION _____

DATE 05.31.07 TIME 1500 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 05.31.07

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 5/29/2007

SERVICE# 6 - OF - 13 SERVICES
DOCKET # 95ED2007

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A. MARTIN
JULIE C. MARTIN AKA JULIE C. DEELEY
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON KELLY BREER

RELATIONSHIP _____ IDENTIFICATION _____

DATE 05.31.07 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

Pia Delt

DATE 05.31.07

REAL ESTATE OUTLINE

ED # 95-07

DATE RECEIVED 5-29-07
DOCKET AND INDEX 5 0107

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# 598080
****IF ANY OF ABOVE IS MISSING DO NOT PROCEED****

SALE DATE Aug. 1, 07 TIME 1200
POSTING DATE 5.1.07
ADV. DATES FOR NEWSPAPER
1ST WEEK 5.1.07
2ND WEEK 5.8.07
3RD WEEK 5.15.07

SHERIFF'S SALE

WEDNESDAY AUGUST 1, 2007 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 95 OF 2007 ED AND CIVIL WRIT NO. 548 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 or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows to-wit:

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3 degrees) degrees zero (00 minute) minutes east a distance of 160 feet to a fifteen (15) foot wide alley; thence along said alley, north eighty-seven (87 degrees) degrees zero (00 minute) minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3 degrees) degrees zero (00 minute) minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87 degrees) degrees zero (00 minute) minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. Sec plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book No. 7, pages 496, 497.

BEING the same premises conveyed to LaSalle Bank, N.A., f/k/a LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement Dated November 1, 1998, Series 1998-4, as Grantor(s) herein, by deed of Harry A. Roadarmel, Jr., Sheriff of Columbia County dated December 22, 2003 and recorded on December 23, 2003 in the Office of the Recorder of deeds for Columbia County, Pennsylvania, in Document ID Number 200316343.

PARCEL IDENTIFICATION NO: 04D-05-156-00,000

TITLE TO SAID PREMISES IS VESTED IN Kenneth A. Martin and Julie C. Martin, husband and wife, by Deed from LaSalle Bank, N.A., fka, LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement dated June 1, 1998, Series 1998-4, by EMC Mortgage Corporation, its Attorney in fact, dated 05/06/2004, recorded 05/28/2004, in Deed Mortgage Inst# 200405888.
Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603

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
Daniel G. Schmieg
1617 John F. Kennedy Blvd
Philadelphia, PA 19103

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

SHERIFF'S SALE

WEDNESDAY AUGUST 1, 2007 AT 10:00 AM

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Plaintiff's Attorney
Daniel G. Schmieg
1617 John F. Kennedy Blvd
Philadelphia, PA 19103

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

SHERIFF'S SALE

WEDNESDAY AUGUST 1, 2007 AT 10:00 AM

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603

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
Daniel G. Schmieg
1617 John F. Kennedy Blvd
Philadelphia, PA 19103

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

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

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN

JULIE C. MARTIN

A/K/A JULIE C. DEELEY

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 548-CV-2007 Term 200

2007-ED-95

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
(See Legal Description attached)

Amount Due	<u>\$75,034.68</u>
Additional Fees and Costs	<u>\$1,920.00</u>
Interest from 05/05/07 to Sale at \$12.33per diem	\$.....and costs.

Dated May 29, 2007
(SEAL)

Jamie B. Kline
(Clerk) Office of the Prothy Support, Common Pleas Court
of Columbia County, Penna.

DESCRIPTION

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

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3 degrees) degrees zero (00 minute) minutes east a distance of 160 feet to a fifteen (15) foot wide alley; thence along said alley, north eighty-seven (87 degrees) degrees zero (00 minute) minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3 degrees) degrees zero (00 minute) minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87 degrees) degrees zero (00 minute) minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book No. 7, pages 496, 497.

BEING the same premises conveyed to LaSalle Bank, N.A., f/k/a LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement Dated November 1, 1998, Series 1998-4, as Grantor(s) herein, by deed of Harry A. Roadarmel, Jr., Sheriff of Columbia County dated December 22, 2003 and recorded on December 23, 2003 in the Office of the Recorder of deeds for Columbia County, Pennsylvania, in Document ID Number 200316343.

PARCEL IDENTIFICATION NO: 04D-05-156-00,000

TITLE TO SAID PREMISES IS VESTED IN Kenneth A. Martin and Julie C. Martin, husband and wife, by Deed from LaSalle Bank, N.A., fka, LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement dated June 1, 1998, Series 1998-4, by EMC Mortgage Corporation, its Attorney in fact, dated 05/06/2004, recorded 05/28/2004, in Deed Mortgage Inst# 200405888.

Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
Tax Parcel #

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff,

v.

KENNETH A. MARTIN
1505 FAIRVIEW AVENUE
BERWICK, PA 18603

JULIE C. MARTIN
A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE
BERWICK, PA 18603

Defendant(s).

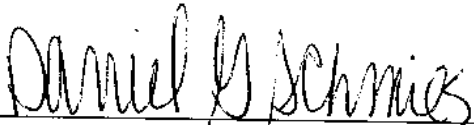
: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 548-CV-2007
: 2007-ED-95
:
:
:
:

CERTIFICATION

Daniel G. Schmieg, Esquire hereby verifies that he is the attorney for the Plaintiff in the above-captioned matter and that the premises is not subject to the provisions of Act 91 because it is:

- (X) an FHA Mortgage
- () non-owner occupied
- () vacant
- () Act 91 procedures have been fulfilled

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


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Attorney for Plaintiff

COLUMBIA COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 548-CV-2007

2007-ED-95

**JULIE C. MARTIN
A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE
BERWICK, PA 18603**

Defendant(s).

CERTIFICATION

(X) an FHA Mortgage

() non-owner occupied

() vacant

() Act 91 procedures have been fulfilled

Daniel E Schmies

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff,

v.

KENNETH A. MARTIN
JULIE C. MARTIN
A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE
BERWICK, PA 18603

Defendant(s).

: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 548-CV-2007**
: *2007-ED-95*
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)

WELLS FARGO BANK, N.A., Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **1505 FAIRVIEW AVENUE, BERWICK, PA 18603**.

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

KENNETH A. MARTIN

1505 FAIRVIEW AVENUE
BERWICK, PA 18603

JULIE C. MARTIN
A/K/A JULIE C. DEELEY

1505 FAIRVIEW AVENUE
BERWICK, PA 18603

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

NAME

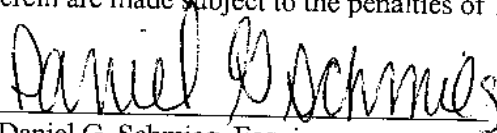
LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:
- | | |
|--|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
| WELLS FARGO HOME MORTGAGE, INC. | P.O. BOX 10304
DES MOINES, IA 50306 |
4. Name and address of the last recorded holder of every mortgage of record:
- | | |
|-------------|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
| NONE | |
5. Name and address of every other person who has any record lien on the property:
- | | |
|-------------|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
| NONE | |
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:
- | | |
|-------------|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
| NONE | |
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:
- | | |
|---|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
| TENANT/OCCUPANT | 1505 FAIRVIEW AVENUE
BERWICK, PA 18603 |
| DOMESTIC RELATIONS OF
COLUMBIA COUNTY | COLUMBIA COUNTY COURTHOUSE
P.O. BOX 380
BLOOMSBURG, PA 17815 |
| COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE | P.O. BOX 2675
HARRISBURG, PA 17105 |

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or 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.

May 16, 2007
Date


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff,

v.

KENNETH A. MARTIN
JULIE C. MARTIN
A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE
BERWICK, PA 18603

Defendant(s).

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 548-CV-2007
:
: 2007-ED-95
:
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)

WELLS FARGO BANK, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **1505 FAIRVIEW AVENUE, BERWICK, PA 18603.**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

KENNETH A. MARTIN

1505 FAIRVIEW AVENUE
BERWICK, PA 18603

JULIE C. MARTIN
A/K/A JULIE C. DEELEY

1505 FAIRVIEW AVENUE
BERWICK, PA 18603

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

NAME

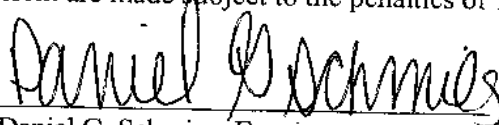
LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:
- | NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|--|---|
| WELLS FARGO HOME MORTGAGE, INC. | P.O. BOX 10304
DES MOINES, IA 50306 |
4. Name and address of the last recorded holder of every mortgage of record:
- | NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|-------------|---|
| NONE | |
5. Name and address of every other person who has any record lien on the property:
- | NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|-------------|---|
| NONE | |
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:
- | NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|-------------|---|
| NONE | |
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:
- | NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|---|---|
| TENANT/OCCUPANT | 1505 FAIRVIEW AVENUE
BERWICK, PA 18603 |
| DOMESTIC RELATIONS OF
COLUMBIA COUNTY | COLUMBIA COUNTY COURTHOUSE
P.O. BOX 380
BLOOMSBURG, PA 17815 |
| COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE | P.O. BOX 2675
HARRISBURG, PA 17105 |

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or 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.

May 16, 2007
Date


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Daniel G. Schmies (SEAL)
(Attorney for Plaintiff(s))

WAIVER OF INSURANCE Now, 20, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.

Daniel G. Schmies (SEAL)
(Attorney for Plaintiff(s))

HARRY A. ROADARMEL

Columbia County, Pa.

Sheriff

Sir: — There will be placed in your hands

for service a Writ of EXECUTION (REAL ESTATE), styled as

follows: WELLS FARGO BANK, N.A. vs KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY


The defendant(s) will be found at 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

Daniel G. Schmies Attorney for Plaintiff

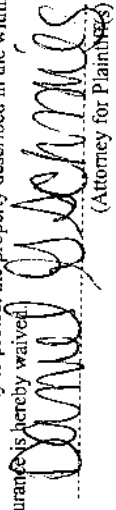
If Writ of Execution, state below where defendants will be found, what foods and chattels shall be seized and be levied upon. If real estate, attach five double spaced typed written copies of description as it shall appear on the new deed together with Street and Number of the premises. Please do not furnish us with the old deed or mortgage.

See attached legal description

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.


(Attorney for Plaintiff(s)) (SEAL)

WAIVER OF INSURANCE - Now, _____, 20____, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.


(Attorney for Plaintiff(s)) (SEAL)

_____, 20____

HARRY A. ROADARMEL

Sheriff

Columbia County, Pa.

Sir: --- There will be placed in your hands

for service a Writ of EXECUTION (REAL ESTATE), styled as

follows: WELLS FARGO BANK, N.A. vs KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY

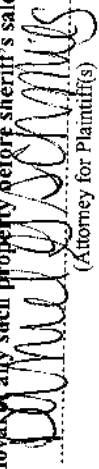
The defendant(s) will be found at 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

_____, Attorney for Plaintiff


If Writ of Execution, state below where defendants will be found, what foods and chattels shall be seized and be levied upon. If real estate, attach five double spaced typed written copies of description as it shall appear on the new deed together with Street and Number of the premises. Please do not furnish us with the old deed or mortgage.

See attached legal description

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

 (Attorney for Plaintiff(s)) (SEAL)

WAIVER OF INSURANCE - Now, _____, 20____, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.

 (Attorney for Plaintiff(s)) (SEAL)

_____, 20____

HARRY A. ROADARMEL

Sheriff

Columbia County, Pa.

Sir: — There will be placed in your hands

for service a Writ of EXECUTION (REAL ESTATE), styled as

follows: WELLS FARGO BANK, N.A. vs KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY

The defendant(s) will be found at 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

_____, Attorney for Plaintiff

If Writ of Execution, state below where defendants will be found, what foods and chattels shall be seized and be levied upon. If real estate, attach five double spaced typed written copies of description as it shall appear on the new deed together with Street and Number of the premises. Please do not furnish us with the old deed or mortgage.

See attached legal description

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please type or print legibly, insuring readability of all copies. Do not detach any copies.

Expiration date _____

Plaintiff

WELLS FARGO BANK, N.A.

Court Number


548-CV-2007

Defendant

KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

Type or Writ of Complaint

EXECUTION/NOTICE OF SALE

SERVE  **AT** { NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.
KENNETH A. MARTIN
ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

SERVE DEFENDANT WITH THE NOTICE OF SALE.

NOW, _____, 200_, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

Sheriff of COLUMBIA County, Penna.

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff

Telephone Number

Date

ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

(215)563-7000

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day

SO ANSWERS

Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please type or print legibly, insuring readability of all copies. Do not detach any copies.

Expiration date _____

Plaintiff

WELLS FARGO BANK, N.A.

Court Number

548-CV-2007

Defendant

KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

Type or Writ of Complaint

EXECUTION/NOTICE OF SALE

SERVE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.

JULIE C. MARTIN A/K/A JULIE C. DEELEY

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

1505 FAIRVIEW AVENUE, BERWICK, PA 18603

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

SERVE DEFENDANT WITH THE NOTICE OF SALE.

NOW, _____, 200_, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

Sheriff of COLUMBIA County, Penna.

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN --- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff

____ Defendant

Telephone Number

Date

ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

(215)563-7000

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day

of _____ 20

SO ANSWERS

Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please type or print legibly, insuring readability of all copies. Do not detach any copies.

Expiration date

Plaintiff

WELLS FARGO BANK, N.A.

Court Number

548-CV-2007

Defendant

KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

Type or Writ of Complaint

EXECUTION/NOTICE OF SALE

SERVE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

1505 FAIRVIEW AVENUE, BERWICK, PA 18603

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

PLEASE POST THE PREMISES WITH THE SHERIFF'S HANDBILL OF SALE.

NOW, _____, 200__, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

Sheriff of COLUMBIA County, Penna.

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff

____ Defendant

Telephone Number

Date

ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

(215)563-7000

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day

of _____ 20

SO ANSWERS

Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

SHERIFF'S RETURN

WELLS FARGO BANK, N.A.

Plaintiff

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C. DEELEY

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 548-CV-2007 CD Term, 200__

WRIT

ISSUED

NOW, _____ 2007, I, _____ High Sheriff of Columbia County, Pennsylvania,
do hereby deputize the Sheriff of _____ County, Pennsylvania, to execute this Writ. This deputation
being made at the request and risk of the Plaintiff.

Defendants alleged address is _____

Sheriff, Columbia County, Pennsylvania

By _____
Deputy Sheriff

AFFIDAVIT OF SERVICE

Now, _____ 200__ at _____ O'Clock _____ m., served the within

_____ upon _____

_____ at _____

_____ by handing to _____

_____ a true and correct copy of the original Notice of Sale and made known to _____
the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 20 _____

Notary Public

BY: _____
Sheriff

20, _____, See return endorsed hereon by Sheriff of

County, Pennsylvania, and made a part of this
return

So Answers,

Sheriff

Deputy Sheriff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff,

v.

KENNETH A. MARTIN
JULIE C. MARTIN
A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE
BERWICK, PA 18603

Defendant(s).

: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 548-CV-2007**
: *2007-ED-95*
:
:
:

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: KENNETH A. MARTIN JULIE C. MARTIN A/K/A JULIE C. DEELEY
1505 FAIRVIEW AVENUE 1505 FAIRVIEW AVENUE
BERWICK, PA 18603 BERWICK, PA 18603

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property..

Your house (real estate) at **1505 FAIRVIEW AVENUE, BERWICK, PA 18603** is scheduled to be sold at Sheriff's Sale on _____, at _____ a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$75,034.68** obtained by **WELLS FARGO BANK, N.A.**, (the Mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P., Rule 3129.3.

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, **WELLS FARGO BANK, N.A.**, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call (215) 563-7000.
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 better chance you will have of stopping the Sale. (See the Notice below on how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 563-7000.
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 (215) 563-7000.
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 a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A Schedule of Distribution of the money bid for real estate will be filed by the Sheriff on _____. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reason why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the 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.

**COLUMBIA COUNTY
SUSQUEHANNA LEGAL SERVICES
168 EAST 5TH STREET
BLOOMSBURG, PA 17815
(570) 784-8760**

DESCRIPTION

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

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3 degrees) degrees zero (00 minute) minutes east a distance of 160 feet to a fifteen (15) foot wide alley; thence along said alley, north eighty-seven (87 degrees) degrees zero (00 minute) minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3 degrees) degrees zero (00 minute) minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87 degrees) degrees zero (00 minute) minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book No. 7, pages 496, 497.

BEING the same premises conveyed to LaSalle Bank, N.A., f/k/a LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement Dated November 1, 1998, Series 1998-4, as Grantor(s) herein, by deed of Harry A. Roadarmel, Jr., Sheriff of Columbia County dated December 22, 2003 and recorded on December 23, 2003 in the Office of the Recorder of deeds for Columbia County, Pennsylvania, in Document ID Number 200316343.

PARCEL IDENTIFICATION NO: 04D-05-156-00,000

TITLE TO SAID PREMISES IS VESTED IN Kenneth A. Martin and Julie C. Martin, husband and wife, by Deed from LaSalle Bank, N.A., fka, LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement dated June 1, 1998, Series 1998-4, by EMC Mortgage Corporation, its Attorney in fact, dated 05/06/2004, recorded 05/28/2004, in Deed Mortgage Inst# 200405888.

Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603
Tax Parcel #

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ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

PHILAN HALLINAN & SCHMIEG LLP
ATTORNEY ESCROW ACCOUNT
ONE PENN CENTER, SUITE 1400
PHILADELPHIA, PA 19103-1814

COMMERCE BANK
PHILADELPHIA, PA 19148

3-1807360

CHECK NO
598030

Pay ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

To The Sheriff of Columbia County
Order 35 W Main Street
Of Bloomsburg, PA 17815

DATE	AMOUNT
05/16/2007	*****1,350.00

05/16/2007

Void after 180 days

Travis S. Hallinan

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈598030⑈ ⑆036001808⑆36 150866 6⑈