

# SHERIFF'S SALE COST SHEET

Countrywide Home Loans vs. Dylan & Sandra Post  
 NO. 174-08 ED NO. 648-08 JD DATE/TIME OF SALE Feb. 4 0130

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>165.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>41.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>16.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>5.50</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>415.50</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>736.00</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>961.00</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	\$	
WATER 20	\$	
TOTAL ***** \$ <u>- 0 -</u>		

SURCHARGE FEE (DSTE)	\$ <u>170.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>- 0 -</u>	

TOTAL COSTS (OPENING BID) \$ 1553.00

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

Countywide Foreclosure vs Byron + Sandra Kost

NO. 174-08 ED NO. 648-08 JD

DATE/TIME OF SALE: Feb, 4 0930

BID PRICE (INCLUDES COST) \$ 13,000.00

POUNDAGE - 2% OF BID \$ 860.00

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 14,110.00

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

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

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

PURCHASER(S) SIGNATURE(S): John S. Luck

TOTAL DUE: \$ 26,308

LESS DEPOSIT: \$ 13,500.-

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

TOTAL DUE IN 8 DAYS \$ 13,130.08

PHELAN HALLINAN & SCHMIEG, LLP

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103

Operator Assisted 215-563-7000, Ext 1477

Automated Assisted 320-0007-Ext, 1477

Fax: 215-563-7009

[nora.ferrer@fedphc-pa.com](mailto:nora.ferrer@fedphc-pa.com)

Nora Ferrer  
Legal Assistant, ext.1477

Representing Lenders in  
Pennsylvania and New Jersey

February 5, 2009

Office of the Sheriff  
Columbia County Courthouse  
5 West Main Street  
Bloomsburg, PA 17815

Re: Byron L. Yost & Sandra Yost  
1096 Ridge Road  
Orangeville, PA 17859-8938  
No. 2008-CV-648

**URGENT**

Dear Sir or Madam:

I hereby assign my bid on the above captioned property knocked-down to me Daniel G. Schmieg as "attorney-on-the-writ" to **FANNIE MAE**, P.O Box 650043, Dallas, TX 75265-0043.

Please send a copy of the Deed via facsimile, record the original and send notification of the recording date. Enclosed please find two Realty Transfer Tax Statement of Values and two stamped self-addressed envelopes for your convenience.

Your cooperation in this matter would be appreciated.

Yours truly,



Nora Ferrer

Enclosure

cc: Countrywide Home Loans Servicing, L.P.

Account No. 175374

One Penn Center at Suburban Station  
1617 JFK Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Phone: 215-320-0007, ext. 1477  
Fax: 215-567-0072

**PHELAN HALLINAN &  
SCHMIEG, LLP**

# Fax

<b>To:</b>	SHERIFF CHAMBERLAIN	<b>From:</b>	NORA FERRER
<b>Fax:</b>	#570-389-5625	<b>Date:</b>	2/9/2009
<b>LOAN #</b>	YOST	<b>Pages:</b>	2 (including cover)
<b>Re:</b>	MORTGAGE & ASSIGNMENT	<b>CC:</b>	

Hi Sheriff Chamberlain, attached are the docs for Yost, Byron .

Thanks



*Nora Ferrer*

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WHEN RECORDED, MAIL TO

TOBYHANNA ARMY DEPOT FEDERAL CREDIT  
UNION  
BUILDING #11 TOBYHANNA ARMY DEPOT  
TOBYHANNA PA. 18466-5049

SPACE ABOVE THIS LINE FOR RECORDOR'S USE

**OPEN-END MORTGAGE**

THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE ("Security Instrument") is made on September 3, 19 99.  
The Mortgagor is Byron L. Yost and Sandra I. Yost ("Borrower").  
The Mortgagee is TOBYHANNA ARMY DEPOT FEDERAL CREDIT UNION  
a corporation organized and existing under the laws of Pennsylvania  
whose address is Tobyhanna Army Depot Federal Credit Union Building #11 Tobyhanna Army Depot  
Tobyhanna Pa. 18466-5049 ("Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINE® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Forty-four thousand eight hundred and 00/100 \$44,800.00. That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 18 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
- (3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, Commonwealth of Pennsylvania:

See attached Exhibit "A"

BEVERLY J. MICHAEL  
REGISTER AND RECORDER  
COLUMBIA COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
199909276  
RECORDED ON  
Oct 08, 1999  
12:43:23 PM  
RECORDING FEES - \$30.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDED IMPROVEMENT FUND \$1.00  
STATE MORT TAX \$0.50  
TOTAL \$32.50  
*Tobyhanna*

which has the address of Box 177 Bridge Rd.

Orangeville, Pennsylvania 17859 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property."

© COLUMBIA MUTUAL INSURANCE SOCIETY, 1991. ALL RIGHTS RESERVED

EPARTS 002011

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Complete if applicable:

This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and if at the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

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7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement, with a lien which has priority over this Security Instrument.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expense" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. **Merger.** There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Commonwealth of PA  
PO Box 2675  
Harrisburg, PA 17105

## 2. Article Number

(Transfer from service label)

7007 2560 0002 1259 8589

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

## 2. Article Number

(Transfer from service label)

7007 2560 0002 1259 8619

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

## 2. Article Number

(Transfer from service label)

7007 2560 0002 1259 8602

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SECTION

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* Agent *174*  
Address

## B. Received by (Printed Name)

## C. Date of Delivery

OCT 23 2008

## D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

Receipt

102595-02-M-11



0076 314 2224

00731

35/10/00 11:17 P.0000002

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**THIS DEED**

MADE the 17th day of October in the year  
nineteen hundred and ninety-six (1996).

BETWEEN

ISABEL J. YOST, widow, of P.O. #2, Box 177,  
Orangeville, Columbia County, Pennsylvania;

GRANTOR

AND

ALAN L. YOST and SANDRA J. YOST, husband and  
wife, of R.R. #3, Box 115, Orangeville,  
Columbia County, Pennsylvania

GRANTEES

WITNESSETH, that in consideration of the sum of one dollar  
(\$1.00) in hand paid, the receipt whereof is hereby acknowledged,  
the said Grantor does hereby grant and convey unto the said  
grantees, their heirs and assigns, to them and their heirs

all that certain piece, parcel and lot of ground  
situate in the Village of Heidelberg, Fishing Creek  
Township, Columbia County and State of Pennsylvania,  
bounded and described as follows, to-wit:

BEGINNING at a stone corner of the widow, Margaret  
Schubert's Estate on the Mill Road; thence north 14  
3/4 degrees west, 5.24 perches to a stone corner in the  
old road; thence along the lot of George Kindy, south  
77-1/2 degrees west, 3.84 perches to a stone in stone  
wall, thence along the land of Hannah Shingler, south 4  
degrees west, 2.64 perches to a corner in the line of  
widow Schubert's Estate, thence north 74 degrees west,  
5.24 perches to the place of beginning. CONTAINING  
58.8 perches of land, be the same more or less.

BEING THE SAME PREMISES which Grace M. Yost and Leisak  
J. Yost, her husband, by Deed dated July 12, 1960,  
recorded in Deed Book Volume 288, Page 643, granted and  
conveyed unto Grace M. Yost and Leisak J. Yost. Grace  
M. Yost passed away on September 14, 1995, whereby the  
property vested absolutely in her husband, Leisak J.  
Yost. Grantor herein.

BY 64086010

Recorded.  
11-23-96

5074

6070-602

30000 HNA7 14 00120 00-11-000

18

22. **Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

23. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Security Instrument and the Credit Agreement; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 21.

24. **Release.** This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall discharge this Security Instrument. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

25. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Credit Agreement or in an action of mortgage foreclosure shall be the rate explained in the Credit Agreement.

#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Bonnie W. Romarage

Bonnie W. Romarage

Byron L. Yost

Sandra L. Yost

(Seal)

(Seal)

(Seal)

I hereby certify that the precise address of the Lender (Mortgagee) is: Tobyhanna Army Depot Federal Credit Union, Building #11 Tobyhanna Army Depot, Tobyhanna Pa. 18466-5049

On behalf of the Lender, By: Bonnie W. Romarage Title: Loan Officer

COMMONWEALTH OF PENNSYLVANIA, Monroe County ss:

On this, the 3rd day of September, 1999, before me,

Notary Public

the undersigned officer, personally appeared

Byron L. Yost and Sandra L. Yost

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: March 31, 2003

Hope L. Brzenski, Notary Public

(Space Below This Line Reserved For Lender and Recorder)



Notarial Seal  
Hope L. Brzenski, Notary Public  
Tobyhanna Twp., Monroe County  
My Commission Expires Mar. 31, 2003  
Member, Pennsylvania Association of Notaries

175374



0086DA

COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Beverly J. Michael, Recorder  
35 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 200804230

Recorded On 5/7/2008 At 11:00:41 AM

\* Total Pages - 3

\* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 120752

\* Grantor - YOST, BYRON L

\* Grantee - COUNTRYWIDE HOME LOANS INC

User - TSA

**\* FEES**

STATE WAIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$28.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:**  
MAIL PHELAN HALLINAN & SCHMIEG

I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Columbia County, Pennsylvania.



*Beverly J. Michael*

Beverly J. Michael  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

# ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that "Mortgage Electronic Registration Systems Inc." hereinafter "Assignor" the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by Countrywide Home Loans, Inc., "Assignee" *the receipt whereof is hereby acknowledged, has hereby granted, bargained, sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, ALL THAT CERTAIN* Indenture of Mortgage given and executed by Byron L. Yost, h/w, as joint tenants and Sandra Yost to Mortgage Electronic Registration Systems, Inc. as a nominee for America's Wholesale Lender, bearing the date 7/25/05, in the amount of \$83,700.00, together with the Note and indebtedness therein mentioned, said Mortgage being recorded on 8/2/05 in the County of Columbia, Commonwealth of Pennsylvania, in Mortgage Inst #200508130. ✓

Being Known as Premises: 1096 Ridge Road, Orangeville, PA 17859  
Parcel No: 15-17A-008-00,000

*The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignee. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.*

Also the Bond or Obligation in the said Indenture of Mortgage recited, and all Moneys, Principal and Interest, due and to grow due thereon, with the Warrant of Attorney to the said Obligation annexed. Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Mortgagor in the said Indenture of Mortgage named, and his/her/their heirs and assigns therein.

IN WITNESS WHEREOF, the said "Assignor" has caused its Corporate Seal to be herein affixed and these presents to be duly executed by its proper officers this 18<sup>th</sup> day of April, 2008.

Mortgage Electronic Registration Systems Inc.

By: Francis S Hallinan

Francis S Hallinan Esq., Assistant Secretary and Vice President

Attest: \_\_\_\_\_

Sealed and Delivered  
in the presence of us;

State of PA :

ss.

County of Philadelphia :

On this 18<sup>th</sup> day of April, 2008, before me, the subscriber, personally appeared Francis S Hallinan Esq., Assistant Secretary and Vice President who acknowledged him/herself to be the Assistant Secretary and Vice President of Mortgage Electronic Registration Systems Inc., and that he/she, as such Assistant Vice President & Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

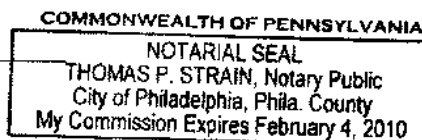
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp/Seal:

The precise address of the  
within named Assignee is:  
7105 Corporate Drive  
Plano, TX 75024  
By: Thomas P. Strain

After recording return to:  
Phelan, Hallinan and Schmieg LLP  
One Penn Center  
1617 J.F.K. Blvd., Ste. 1400  
Philadelphia, PA 19103-1814

Thomas P. Strain  
Notary Public



4/17/08-JHC  
PHS #175374

02/07/2000 15:00 PM 110 017 0071

26

### LEGAL DESCRIPTION

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

BEGINNING at a stone in the public road leading from Bendertown to Jonestown, called the "Mill Road" at the southwest corner of land now or late of Harvey Laubach; thence along said land, North 89 degrees East, 194.4 feet to the corner of a stone fence; thence along the line of land now or late of F. P. Bender, South 9 degrees East, 130 feet to a corner; thence along said land, South 89 degrees West, 183 feet to a corner in the aforesaid public road; thence North 15 degrees West, 130 feet to the place of Beginning.

CONTAINING 86 square rods of land, more or less.

BEING THE SAME PREMISES which Byron L. Yost, now a married man, by Deed dated April 5, 2004 and recorded April 27, 2004 in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, in Instrument No. 200404431, granted and conveyed unto Byron L. Yost and Sandra Yost, husband and wife.

Parcel No.: 15-17A-008

By            Ly

## Parcel Report

<b>PARID:</b>	15 17A01800000
<b>OWN1:</b>	YOST BYRON L & SANDRA I
<b>OWN2:</b>	
<b>ADDR1:</b>	1096 RIDGE ROAD
<b>ADDR2:</b>	
<b>CITY:</b>	ORANGEVILLE
<b>ST:</b>	PA
<b>ZIP:</b>	17859
<b>PROPLOC:</b>	1101 RIDGE RD
<b>DEEDBOOK:</b>	0640-0410
<b>TOTFMV:</b>	28598
<b>TOTASSV:</b>	14299
<b>TOTCGASSV:</b>	0
<b>LU:</b>	R
<b>SCHDIST:</b>	1
<b>DEEDAC:</b>	0.4
<b>C&amp;G:</b>	N
<b>SALEDATE:</b>	10/29/1996
<b>SALEPRICE:</b>	1
<b>PIN:</b>	15 17A01800

[Close](#)

## THIS DEED

MADE the 22ND day of OCTOBER, in the year  
nineteen hundred and ninety-six (1996).

### BETWEEN

LELAND J. YOST, widower, of R.R. #2, Box 177,  
Orangeville, Columbia County, Pennsylvania,

GRANTOR

- AND -

BYRON L. YOST and SANDRA I. YOST, husband and  
wife, of R.R. #2, Box 175, Orangeville,  
Columbia County, Pennsylvania

GRANTEES

WITNESSETH, that in consideration of the sum of ONE DOLLAR  
(\$1.00) in hand paid, the receipt whereof is hereby acknowledged,  
the said Grantor does hereby grant and convey unto the said  
Grantees, their heirs and assigns, as tenants by entireties

ALL THAT CERTAIN piece, parcel and lot of ground  
situate in the Village of Bendertown, Fishing Creek  
Township, Columbia County and State of Pennsylvania,  
bounded and described as follows, to-wit:

BEGINNING at a stone corner of the widow, Margaret  
Beishline's Estate on the Mill Road; thence north 14-  
3/4 degrees west, 6.34 perches to a stone corner in the  
said road; thence along the lot of Gennie Kindig, south  
77-1/2 Degrees west, 9.84 perches to a stone in stone  
wall; thence along the land of Hannah Rhinard, south 14  
degrees east, 6.88 perches to a corner in the line of  
widow Beishline Estate; thence north 74 degrees east,  
9.92 perches to the place of beginning. CONTAINING  
65.3 perches of land, be the same, more or less.

BEING THE SAME PREMISES which Grace R. Yost and Leland  
J. Yost, her husband, by Deed dated July 22, 1980,  
recorded in Deed Book Volume 298, Page 662, granted and  
conveyed unto Grace R. Yost and Leland J. Yost. Grace  
R. Yost passed away on September 14, 1996, whereby the  
property vested absolutely in her husband, Leland J.  
Yost, Grantor herein.

BK 64080410

One Penn Center at Suburban Station  
1617 JFK Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Phone: 215-320-0007, ext. 1477  
Fax: 215-567-0072

**PHELAN HALLINAN &  
SCHMIEG, LLP**

# Fax

<b>To:</b>	SHERIFF CHAMBERLAIN	<b>From:</b>	NORA FERRER
<b>Fax:</b>	#570-389-5625	<b>Date:</b>	2/23/2009
<b>LOAN #</b>	YOST	<b>Pages:</b>	9 (including cover)
<b>Re:</b>	MORTGAGE & ASSIGNMENT	<b>CC:</b>	

Hi Sheriff Chamberlain, Attached is the correct mortgage. Please let me know if the is the same description.

## Thanks





ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

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

TD BANK, N.A.  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
774173

EXB 62062009	
DATE	AMOUNT
02/06/2009	*****1,313.08

Void after 180 days

Pay ONE THOUSAND THREE HUNDRED THIRTEEN AND 08/100 DOLLARS

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

*Francis S. Hallinan*

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

774173 03600180836 150866 6

JIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

---

FACSIMILE TRANSMITTAL SHEET

---

TO:	<i>Nora Fesser</i>	FROM:	<i>Jim Chamberlain</i>
COMPANY:		DATE:	<i>2-9-09</i>
FAX NUMBER:		TOTAL NO. OF PAGES INCLUDING COVER:	<i>3</i>
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	<i>Yost</i>	YOUR REFERENCE NUMBER:	

---

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

---

NOTES/COMMENTS:

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

---

215 563 8656

e-mailed at  
12:07 Halloran

## COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

Countywide Home Loans vs. Byron + Sandra YostNO. 174-08 ED NO. 648-08 IDDATE/TIME OF SALE: Feb, 4 0930BID PRICE (INCLUDES COST) \$ 43,000.00POUNDAGE - 2% OF BID \$ 860.00TRANSFER TAX - 2% OF FAIR MKT \$ -MISC. COSTS \$ 250.00TOTAL AMOUNT NEEDED TO PURCHASE \$ 2663.08

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

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

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

PURCHASER(S) SIGNATURE(S): John E. LuckTOTAL DUE: \$ 2663.08LESS DEPOSIT: \$ 1350.-DOWN PAYMENT: \$ -TOTAL DUE IN 8 DAYS \$ 1313.08

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice January 14, 21, 28, 2009 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 30th day of Jan 2009.  
.....

(Notary Public)  
COMMONWEALTH OF PENNSYLVANIA  
My commission expires  
Notarial Seal  
Dennis L. Ashenfelter, 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.

.....

**FEBRUARY 4, 2009**

- 9:00 AM JEFFERY WHITENIGHT—237 SLABTOWN RD CATAWISSA—20-04A-003 NO taxes Due
- 9:00 AM BRENDA HARGRAVES—10 FIRST AVE. BERWICK—07-01A-010 2007 + 2008 Taxes Due
- 9:00 AM ROGER RESSEGUIE—256 THOMAS ROAD BLOOMSBURG—26-04-007 NO taxes Due
- 9:00 AM TOM FENSTERMACHER & HENRY GEORGE BELLUM—4087 SAWMILL RD BLOOMSBURG—31-02-012  
BKRPT? Yes 2006, 2007 + 2008 taxes Due
- 9:00 AM ANDREW & NICOLE HOKE—209 E. FRONT ST. BERWICK—04A-06-055 NO taxes Due
- 9:00 AM AARON & HOLLY PATTERSON—239 E 8<sup>TH</sup> STREET BERWICK—04A-04-097 NO taxes Due
- 9:30 AM MARK & JOSELLE MULLERY—6130 OLD BERWICK RD BLOOMSBURG—12-03C-002 2007 + 2008 Taxes Due
- 9:30 AM MICHAEL & PENNY NEARHOOF—66 BUCKHORN RD BLOOMSBURG—~~18-02A-050~~  
STAYED TIL MAR 25 0930 AM
- 9:30 AM STEPHAN LEVAN, JR.—20 AMRON DRIVE BLOOMSBURG—12-05D-015 NO taxes Due
- 9:30 AM JOHN GOMEZ—75 LOWER HILLTOP ROAD BERWICK—07-03-A-055 & 07-03-A-062 NO taxes Due
- 9:30 AM JASON & CHRISTINA HOCK—355 PEARL ST. BERWICK—04A-01-115 NO taxes Due
- 9:30 AM BYRON & SANDRA YOST—1096 RIDGE ROAD ORANGEVILLE—15-17A-008 NO taxes Due
- 10:00 AM BARBARA & DALE YOUNG—1044 WEST STREET MIFFLINVILLE—23-05F-028-05 NO taxes Due
- 10:00 AM HAROLD HAUCK—734 CATHERINE STREET BLOOMSBURG—05E-02-021 NO taxes Due
- 10:00 AM RONALD & LINDA MILLER—3081 COLUMBIA BLVD BLOOMSBURG—31-04-040 2007 + 2008 Taxes Due
- 10:00 AM CHARLES CREASY—1730 SPRING GARDEN AVE. BERWICK—04D-02-038 2008 Taxes Due
- 10:00 AM KATHLEEN & TIMOTHY THORYK—1429 SPRING GARDEN AVE. BERWICK—04D-08-074 NO taxes Due
- 10:00 AM JOSHUA FOUGHT—515 N. ARCH ST. BERWICK—04D-08-220 NO taxes Due

OFFICE OF THE PROTHONOTARY  
 COUNTY OF COLUMBIA  
 100 N. 3RD ST.  
 PHILADELPHIA, PA 19106  
 TEL: 215-251-1234  
 FAX: 215-251-1235

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

COUNTRYWIDE HOME LOANS, INC.	:	Court of Common Pleas
Plaintiff	:	
	:	Civil Division
vs.	:	
	:	COLUMBIA County
BYRON L. YOST	:	
A/K/A BYRON LEE YOST	:	No. 2008-CV-648
SANDRA YOST	:	
A/K/A SANDRA I. YOST	:	
A/K/A SANDRA IRENE YOST	:	
Defendants		

**ORDER**

AND NOW, this 21 day of January, 2009 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	\$78,335.70
Interest Through February 4, 2009	\$5,667.42
Per Diem \$12.34	
Late Charges	\$88.14
Legal fees	\$1,800.00
Cost of Suit and Title	\$1,192.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$44.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium/	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$2,615.27</u>

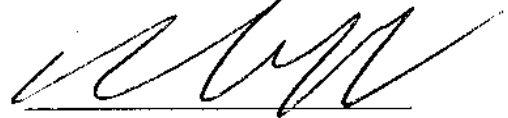
**TOTAL**

**\$89,742.53**

Plus interest from February 4, 2009 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.

J.

175374

PHILAN HALLINAN & SCHMIEG, LLP  
By: DANIEL G. SCHMIEG  
IDENTIFICATION NO. 62205  
ATTORNEY FOR PLAINTIFF  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD, SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

COUNTRYWIDE HOME LOANS, INC.

COLUMBIA COUNTY

COURT OF COMMON PLEAS  
CIVIL DIVISION

v.

NO.: 2008-CV-648

BYRON L. YOST  
SANDRA YOST

**PRAECIPE TO MARK JUDGMENT TO USE PLAINTIFF**

TO THE PROTHONOTARY:

Please mark the judgment in the above captioned matter to the use of  
COUNTRYWIDE HOME LOANS SERVICING, L.P., 7105 CORPORATE DRIVE,  
PLANO, TX 75024.

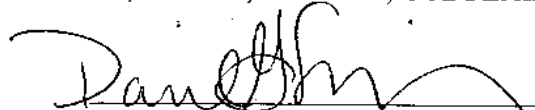
  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Date: January 2, 2009

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of COUNTRYWIDE HOME LOANS  
SERVICING, L.P., 7105 CORPORATE DRIVE, PLANO, TX 75024, USE PLAINTIFF.

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: January 2, 2009



PHELAN HALLINAN & SCHMIEG, LLP  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Automated Attendant # 215-320-0007 ext 1478  
Operated Assisted # 215-563-7000 ext 1478  
Fax # 215-563-8656  
Lisa.Steinman@fedphe.com

January 8, 2009

Office of the Sheriff  
COLUMBIA County Courthouse

RE: COUNTRYWIDE HOME LOANS, INC.  
vs.  
BYRON L. YOST  
SANDRA YOST

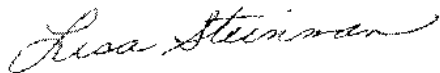
COLUMBIA- No. 2008-CV-648  
Action in Mortgage Foreclosure  
Premises: 1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938

Dear Sir/Madam,

Enclosed are the Affidavits of Service for the above captioned matter for filing with your office. We have forwarded the originals of the same to the Prothonotary.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Yours truly,



LISA STEINMAN  
For PHELAN HALLINAN & SCHMIEG, LLP

\*\*\*PROPERTY IS LISTED FOR THE 2/4/09 SHERIFF'S SALE\*\*\*

**AFFIDAVIT OF SERVICE**

Plaintiff: COUNTRYWIDE HOME LOANS, INC.

COLUMBIA County  
No 2008-CV-648

Defendant(s): BYRON L. YOST  
SANDRA YOST

Our File#175374

Type of Action

- Notice of Sheriff's Sale

Serve: BYRON L. YOST

Address: 1096 RIDGE ROAD

ORANGEVILLE, PA 17859-8938

Sale Date: FEBRUARY 4, 2009

**\*\*PLEASE ATTEMPT SERVICE AT LEAST 3 TIMES\*\***

**SERVED**

Served and made known to BYRON L. YOST, Defendant, on the 12th day of DECEMBER, 2008, at 8:04 o'clock P.m., at 1101 RIDGE ROAD, ORANGEVILLE\*, Commonwealth of PENNA., in the manner described below:

- ☒ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.  
☐ \_\_\_\_\_ an officer of said Defendant(s)'s company.  
☐ Other: \_\_\_\_\_

Description: Age 50<sup>S</sup> Height 5'8" Weight 180 Race W Sex M Other \_\_\_\_\_

I, RONALD MOLL, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

\* S.A. IS VACANT. DEFENDANT CURRENTLY RESIDES @  
1101 RIDGE ROAD, ORANGEVILLE, PA.

Sworn to and subscribed  
before me this 12th day  
of DECEMBER, 2008

Notary: \_\_\_\_\_

By: \_\_\_\_\_

Ronald Moll

NOT SERVED

THEODORE J. HARRIS  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 10/25/2012

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m., Defendant NOT FOUND because:

\_\_\_\_\_  
Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant

Other: 1<sup>ST</sup> ATTEMPT 2<sup>ND</sup> ATTEMPT 3<sup>RD</sup> ATTEMPT

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_

Notary: \_\_\_\_\_

By: \_\_\_\_\_

Attorney for Plaintiff

Daniel G. Schmieg, Esquire - I.D. No. 62205

One Penn Center at Suburban Station-Suite 1400

Philadelphia, PA 19103

(215) 563-7000

AFFIDAVIT OF SERVICE

Plaintiff: COUNTRYWIDE HOME LOANS, INC.

COLUMBIA County  
No 2008-CV-648

Defendant(s): BYRON L. YOST  
SANDRA YOST

Our File#175374  
Type of Action  
- Notice of Sheriff's Sale

Serve: SANDRA YOST  
Address: 1096 RIDGE ROAD  
ORANGEVILLE, PA 17859-8938

Sale Date: FEBRUARY 4, 2009

**\*\*PLEASE ATTEMPT SERVICE AT LEAST 3 TIMES\*\***

SERVED

Served and made known to SANDRA YOST, Defendant, on the 12th day of DECEMBER, 2008 at 8:00 o'clock P.m., at 1101 RIDGE ROAD, ORANGEVILLE \*, Commonwealth of PENNA, in the manner described below:

☐ Defendant personally served.  
☒ Adult family member with whom Defendant(s) reside(s). Relationship is HUSBAND.  
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.  
☐ an officer of said Defendant(s)'s company.  
☐ Other:

Description: Age 50<sup>6</sup> Height 5'8" Weight 180 Race W Sex M Other

I, RONALD MULL, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above. \* S.A. IS VACANT. DEFENDANT CURRENTLY RESIDES @ 1101 RIDGE RD. ORANGEVILLE, PA

Sworn to and subscribed  
before me this 12th day  
of DECEMBER, 2008  
Notary:

By:

Ronald Mull

NOT SERVED

THEODORE J. HARRIS  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 10/25/2012

On the 12th day of DECEMBER, 2008, at 8:00 o'clock P.m., Defendant NOT FOUND because:

☐ Unknown ☐ No Answer ☐ Vacant

Other: 1<sup>ST</sup> ATTEMPT 2<sup>ND</sup> ATTEMPT 3<sup>RD</sup> ATTEMPT

Sworn to and subscribed  
before me this 12th day  
of DECEMBER, 2008.

Notary:

By:

Attorney for Plaintiff

Daniel G. Schmieg, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station-Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

PHELAN HALLINAN & SCHMIEG, LLP  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Automated Attendant # 215-320-0007 ext 1365  
Operated Assisted # 215-563-7000 ext 1365  
Fax # 215-563-7009  
Nicole.Kramer@fedphe.com

January 2, 2009

Office of the Sheriff  
COLUMBIA County Courthouse

RE: COUNTRYWIDE HOME LOANS SERVICING, L.P.  
V. BYRON L. YOST and SANDRA YOST  
COLUMBIA COUNTY, NO. 2008-CV-648

RE: AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

Dear Sir or Madam:

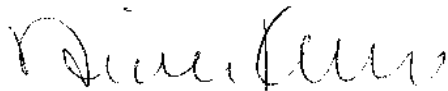
Enclosed please find the following:

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 the COLUMBIA County Prothonotary's Office as of the date of this letter.

**\*\*\*\*\*IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.\*\*\*\*\***

Yours truly,



Nicole Kramer  
For PHELAN HALLINAN & SCHMIEG, LLP

**\*\*\*PROPERTY IS LISTED FOR THE 02/04/2009 SHERIFF'S SALE.\*\*\***

**COUNTRYWIDE HOME LOANS SERVICING, L.P.** : **COLUMBIA COUNTY**  
: **COURT OF COMMON PLEAS**  
: **CIVIL DIVISION**  
vs. :  
: **NO. 2008-CV-648**  
**BYRON L. YOST**  
**SANDRA YOST** :

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF COLUMBIA ) SS:

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **COUNTRYWIDE HOME LOANS SERVICING, L.P.** hereby verify that true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto.

DATE: January 2, 2009

  
\_\_\_\_\_  
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

SUPPORT TEAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	TENANT/OCCUPANT 1096 RIDGE ROAD ORANGEVILLE, PA 17859-8938		
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		TOBYHANNA ARMY DEPOT FEDERAL CREDIT UNION TOBYHANNA ARMY DEPOT FEDERAL CREDIT UNION, BUILDING #11 TOBYHANNA DEPOT TOBYHANNA, PA 18466-5049		
5				
6				
7				
8				
9				
10				
11				
12				
		RE:BYRON L. YOST      PHS #175374      TEAM 3/ <del>AAA</del> <i>BSD</i>		
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		

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.

COUNTRYWIDE HOME LOANS INC.

VS.

BYRON & SANDRA YOST

WRIT OF EXECUTION #174 OF 2008 ED

POSTING OF PROPERTY

January 5, 2009 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF BYRON & SANDRA YOST AT 1096 RIDGE ROAD ORANGEVILLE  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY DEPUTY SHERIFF KRISTOPHER KEEFER.

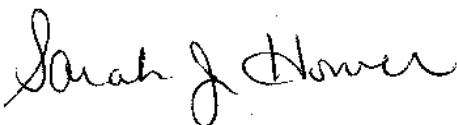
SO ANSWERS:

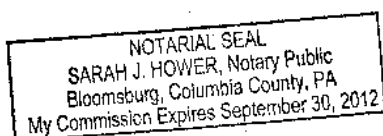
  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7<sup>TH</sup> DAY OF JANUARY 2009





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

COUNTRYWIDE HOME LOANS, INC.

Docket # 174ED2008

VS

MORTGAGE FORECLOSURE

BYRON L. YOST  
SANDRA YOST

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, OCTOBER 23, 2008, AT 10:35 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON BYRON YOST AT 1101 RIDGE ROAD, ORANGEVILLE BY HANDING TO BYRON YOST, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

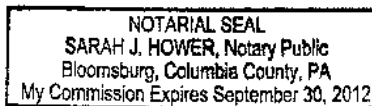
SO ANSWERS,

*Timothy T. Chamberlain*

SHERIFF TIMOTHY T. CHAMBERLAIN

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, OCTOBER 23, 2008

*Sarah J. Hower*  
NOTARY PUBLIC



*J. Carter*  
ARTER  
DEPUTY SHERIFF



TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 388  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

COUNTRYWIDE HOME LOANS, INC.

Docket # 174ED2008

VS


MORTGAGE FORECLOSURE

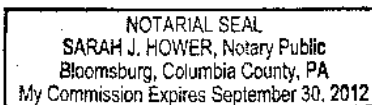
BYRON L. YOST  
SANDRA YOST

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, OCTOBER 23, 2008, AT 10:35 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON SANDRA YOST AT 1101 RIDGE ROAD, ORANGEVILLE BY HANDING TO SANDRA YOST, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, OCTOBER 23, 2008


  
NOTARY PUBLIC



SO ANSWERS,



SHERIFF TIMOTHY T. CHAMBERLAIN

  
X  
J. CARTER  
DEPUTY SHERIFF

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/20/2008

SERVICE# 1 - OF - 12 SERVICES  
DOCKET # 174ED2008

PLAINTIFF COUNTRYWIDE HOME LOANS, INC.

DEFENDANT BYRON L. YOST  
SANDRA YOST

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

BYRON YOST

1096 RIDGE ROAD

ORANGEVILLE

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Byron

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

DATE 10-23-08 TIME 1035 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

F. OTHER (SPECIFY) 1101 Ridge Road

Orangeville

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

DEPUTY

J. Allen

DATE 10-23-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/20/2008

SERVICE# 2 - OF - 12 SERVICES  
DOCKET # 174ED2008

PLAINTIFF COUNTRYWIDE HOME LOANS, INC.

DEFENDANT BYRON L. YOST  
SANDRA YOST

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED

SANDRA YOST

1096 RIDGE ROAD

ORANGEVILLE

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON SANDRA

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

DATE 10-23-08 TIME 10:35 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) 1101 Ridge Road Orangeville

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

ATTEMPTS DATE	TIME	OFFICER	REMARKS

DEPUTY

J. Carter

DATE 10-23-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/20/2008

SERVICE# 5 - OF - 12 SERVICES  
DOCKET # 174ED2008

PLAINTIFF COUNTRYWIDE HOME LOANS, INC.

DEFENDANT BYRON L. YOST  
SANDRA YOST

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
-----------------------

SHIRLEY GOOD-TAX COLLECTOR
----------------------------

214 WINDING ROAD
------------------

ORANGEVILLE
-------------

PAPERS TO SERVED
------------------

MORTGAGE FORECLOSURE
----------------------

SERVED UPON Shirley

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

DATE 10-23-08 TIME 1045 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 10-23-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 10/20/2008

SERVICE# 6 - OF - 12 SERVICES  
DOCKET # 174ED2008

PLAINTIFF COUNTRYWIDE HOME LOANS, INC.

DEFENDANT BYRON L. YOST  
SANDRA YOST

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON HAUREEN Cole

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

DATE 10-22-08 TIME 1430 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. Galt DATE 10-22-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 10/20/2008

SERVICE# 9 - OF - 12 SERVICES  
DOCKET # 174ED2008

PLAINTIFF COUNTRYWIDE HOME LOANS, INC.

DEFENDANT BYRON L. YOST  
SANDRA YOST

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON DEB Miller

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

DATE 10-22-08 TIME 1405 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

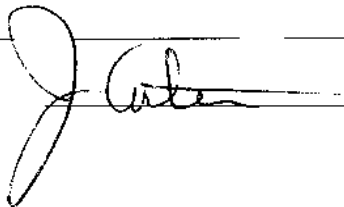
TIME

OFFICER

REMARKS

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

DEPUTY



DATE 10-22-08

COUNTY OF COLUMBIA  
REAL ESTATE TAX CERTIFICATION

Date: 10/22/2008

Fee: \$5.00

Cert. NO: 5311

YOST BYRON L & SANDRA  
1101 RIDGE ROAD  
ORANGEVILLE PA 17859

District: FISHING CREEK TWP  
Deed: 20040 -4431  
Location: 1096 RIDGE RD  
Parcel Id: 15 -17A-008-00,000

Assessment: 19,401  
Balances as of 10/22/2008

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

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

# REAL ESTATE OUTLINE

ED # 1-74-08

DATE RECEIVED 10-20-07  
DOCKET AND INDEX 10-22-07

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION ✓  
COPY OF DESCRIPTION ✓  
WHEREABOUTS OF LKA ✓  
NON-MILITARY AFFIDAVIT ✓  
NOTICES OF SHERIFF SALE ✓  
WAIVER OF WATCHMAN ✓  
AFFIDAVIT OF LIENS LIST ✓  
CHECK FOR \$1,350.00 OR ✓ CK# 741277

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

SALE DATE Feb. 1, 08 TIME 09:00  
POSTING DATE Jan. 5  
ADV. DATES FOR NEWSPAPER  
1<sup>ST</sup> WEEK Jan. 14  
2<sup>ND</sup> WEEK 21  
3<sup>RD</sup> WEEK 28, 29



# SHERIFF'S SALE

WEDNESDAY FEBRUARY 4, 2009 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 174 OF 2008 ED AND CIVIL WRIT NO. 648 OF 2008 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a stone in the public road leading from Bendertown to Jonestown, called the 'Mill Road' at the southwest corner of land now or late of Harvey Laubach; thence along said land, North 89 degrees East, 194.4 feet to the corner of a stone fence; thence along the line of land now or late of F. P. Bender, South 9 degrees East, 130 feet to a corner; thence along said land, South 89 degrees West, 183 feet to a corner in the aforesaid public road; thence North 15 degrees West, 130 feet to the place of Beginning.

CONTAINING 86 square rods of land, more or less.

TITLE TO SAID PREMISES IS VESTED IN Byron L. Yost and Sandra Yost, h/w, as tenants by the entirety, by Quit Claim Deed from Byron L. Yost, a now married man, dated 04/05/2004, recorded 04/27/2004, in Deed Mortgage Inst# 200404431.

Premises being: 1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938

Tax Parcel #15 -17A-008-00,00

## 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](http://www.sheriffofcolumbiacounty.com)

# SHERIFF'S SALE

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Tax Parcel #15 -17A-008-00,00

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**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](http://www.sheriffofcolumbiacounty.com)

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

COUNTRYWIDE HOME LOANS,  
INC.

vs.

BYRON L. YOST

SANDRA YOST

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 2008-CV-648 Term 200    

2008-ED-174  
WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938  
(See Legal Description attached)

Amount Due

Additional Fees and Costs

Interest from 06/20/08 - to Sale  
at \$13.59per diem

\$82,680.41

\$2,513.50

\$..... and costs.

Dated 10-20-08  
(SEAL)

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

PHS#175374

## DESCRIPTION

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

BEGINNING at a stone in the public road leading from Bendertown to Jonestown, called the 'Mill Road' at the southwest corner of land now or late of Harvey Laubach; thence along said land, North 89 degrees East, 194.4 feet to the corner of a stone fence; hence along the line of land now or late of F. P. Bender, South 9 degrees East, 130 feet to a corner; thence along said land, South 89 degrees West, 183 feet to a corner on the aforesaid public road; thence North 15 degrees West, 130 feet to the place of beginning.

CONTAINING 86 square rods of land, more or less.

TITLE TO SAID PREMISES IS VESTED IN Byron L. Yost and Sandra Yost, h/w, as tenants by the entirety, by Quit Claim Deed from Byron L. Yost, a now married man, dated 4/05/2004, recorded 04/27/2004, in Deed Mortgage Inst# 200404431.

remises being: 1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938  
Tax Parcel #15 -17A-008-00,00

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
One Penn Center Plaza  
1617 JFK Boulevard, Ste.1400  
Philadelphia, PA 19103  
(215) 320-0007

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

vs.

BYRON L. YOST  
SANDRA YOST

: **COLUMBIA COUNTY**  
:  
: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2008-CV-648**  
:  
: *2008-ED-174*

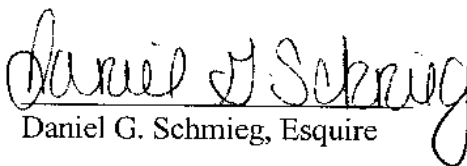
### VERIFICATION OF NON-MILITARY SERVICE

Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant BYRON L. YOST is over 18 years of age and resides at **1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938.**

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

  
Daniel G. Schmieg, Esquire

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
One Penn Center Plaza  
1617 JFK Boulevard, Ste.1400  
Philadelphia, PA 19103  
(215) 320-0007

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

vs.

BYRON L. YOST  
SANDRA YOST

: COLUMBIA COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-CV-648  
:  
: 2008-ED-174

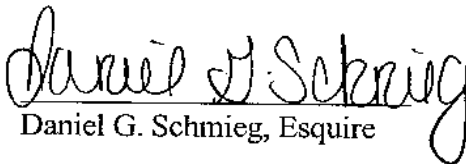
## VERIFICATION OF NON-MILITARY SERVICE

Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant BYRON L. YOST is over 18 years of age and resides at 1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938.

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

  
Daniel G. Schmieg, Esquire

**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**

**COUNTRYWIDE HOME LOANS, INC.**  
**7105 CORPORATE DRIVE**  
**PLANO, TX 75024**

**Plaintiff,**

**v.**

**BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**Defendant(s).**

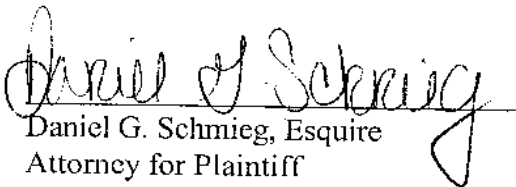
**: COLUMBIA COUNTY**  
**:**   
**: COURT OF COMMON PLEAS**  
**:**   
**: CIVIL DIVISION**  
**:**   
**: NO. 2008-CV-648**  
**: 2008-ED-174**  
**:**   
**:**   
**:**

**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:

- ☐ 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

**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**

**COUNTRYWIDE HOME LOANS, INC.**  
**7105 CORPORATE DRIVE**  
**PLANO, TX 75024**

**Plaintiff,**

**v.**

**BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**Defendant(s).**

**: COLUMBIA COUNTY**  
**:**  
**: COURT OF COMMON PLEAS**  
**:**  
**: CIVIL DIVISION**  
**:**  
**: NO. 2008-CV-648**

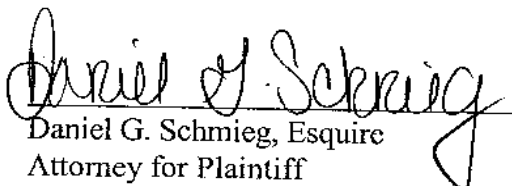
*2008-ED-174*

**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:

- ☐ 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



Pnelan 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**

**COUNTRYWIDE HOME LOANS, INC.**  
**7105 CORPORATE DRIVE**  
**PLANO, TX 75024**

**Plaintiff,**

**v.**

**BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**Defendant(s).**

**:** **COLUMBIA COUNTY**  
**:**  
**:** **COURT OF COMMON PLEAS**  
**:**  
**:** **CIVIL DIVISION**  
**:**  
**:** **NO. 2008-CV-648**  
**:** *2008-ED-174*  
**:**  
**:**  
**:**  
**:**

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No.1)**

**COUNTRYWIDE HOME LOANS, INC.**, 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 **1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938**.

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

NAME

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

**BYRON L. YOST**

**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**

**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

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

NAME

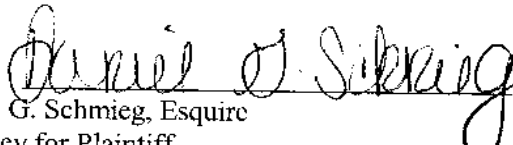
LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**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.) |
|------|---|
| NONE |   |
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.)                     |
|--|---|
| TOBYHANNA ARMY DEPOT<br>FEDERAL CREDIT UNION | TOBYHANNA ARMY DEPOT FEDERAL<br>CREDIT UNION, BUILDING #11<br>TOBYHANNA DEPOT<br>TOBYHANNA, PA 18466-5049 |
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                                       | 1096 RIDGE ROAD<br>ORANGEVILLE, PA 17859-8938   |
| DOMESTIC RELATIONS OF<br>COLUMBIA COUNTY              | COLUMBIA COUNTY COURTHOUSE<br>P.O. BOX 380<br>BLOOMSBURG, PA 17815                    |
| COMMONWEALTH OF PENNSYLVANIA<br>DEPARTMENT OF WELFARE | P.O. BOX 2675<br>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.

October 17, 2008  
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**

**COUNTRYWIDE HOME LOANS, INC.**  
**7105 CORPORATE DRIVE**  
**PLANO, TX 75024**

**Plaintiff,**

**v.**

**BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**Defendant(s).**

**:** **COLUMBIA COUNTY**  
**:**  
**:** **COURT OF COMMON PLEAS**  
**:**  
**:** **CIVIL DIVISION**  
**:**  
**:** **NO. 2008-CV-648**  
**:** *2008-ED-174*  
**:**  
**:**  
**:**

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No.1)**

**COUNTRYWIDE HOME LOANS, INC.**, 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 **1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938**.

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

NAME

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

**BYRON L. YOST**

**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**

**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

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

NAME

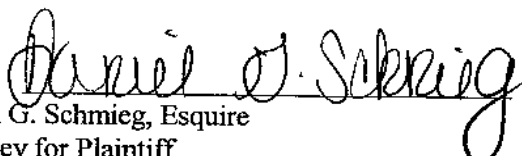
LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**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.) |
|------|---|
| NONE |   |
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.)                     |
|--|---|
| TOBYHANNA ARMY DEPOT<br>FEDERAL CREDIT UNION | TOBYHANNA ARMY DEPOT FEDERAL<br>CREDIT UNION, BUILDING #11<br>TOBYHANNA DEPOT<br>TOBYHANNA, PA 18466-5049 |
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                                       | 1096 RIDGE ROAD<br>ORANGEVILLE, PA 17859-8938   |
| DOMESTIC RELATIONS OF<br>COLUMBIA COUNTY              | COLUMBIA COUNTY COURTHOUSE<br>P.O. BOX 380<br>BLOOMSBURG, PA 17815                    |
| COMMONWEALTH OF PENNSYLVANIA<br>DEPARTMENT OF WELFARE | P.O. BOX 2675<br>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.

October 17, 2008  
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.

*David D. Spring*  
(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.

*David D. Spring*  
(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: COUNTRYWIDE HOME LOANS, INC. vs BYRON L. YOST and SANDRA YOST

The defendant(s) will be found at 1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938  
1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938

\_\_\_\_\_, 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 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.

*David D. Schrag*  
(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.

*David D. Schrag*  
(Attorney for Plaintiff(s)) (SEAL)

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: COUNTRYWIDE HOME LOANS, INC. vs BYRON L. YOST and SANDR/ YOST

The defendant(s) will be found at 1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938  
1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938

\_\_\_\_\_  
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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

**COUNTRYWIDE HOME LOANS, INC.**  
**7105 CORPORATE DRIVE**  
**PLANO, TX 75024**

**Plaintiff,**

**v.**

**BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**Defendant(s).**

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

**TO: BYRON L. YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

**SANDRA YOST**  
**1096 RIDGE ROAD**  
**ORANGEVILLE, PA 17859-8938**

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 collect a debt, but only enforcement of a lien against property..

Your house (real estate) at **1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938** 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 **\$82,680.41** obtained by **COUNTRYWIDE HOME LOANS, INC.**, (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, **COUNTRYWIDE HOME LOANS, INC.**, 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 SAVE YOUR PROPERTY AND YOU HAVE  
OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 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 5<sup>TH</sup> STREET  
BLOOMSBURG, PA 17815  
(570) 784-8760**



## DESCRIPTION

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

BEGINNING at a stone in the public road leading from Bendertown to Jonestown, called the 'Mill Road' at the southwest corner of land now or late of Harvey Laubach; thence along said land, North 89 degrees East, 194.4 feet to the corner of a stone fence; thence along the line of land now or late of F. P. Bender, South 9 degrees East, 130 feet to a corner; thence along said land, South 89 degrees West, 183 feet to a corner in the aforesaid public road; thence North 15 degrees West, 130 feet to the place of beginning.

CONTAINING 86 square rods of land, more or less.

TITLE TO SAID PREMISES IS VESTED IN Byron L. Yost and Sandra Yost, h/w, as tenants by the entirety, by Quit Claim Deed from Byron L. Yost, a now married man, dated 04/05/2004, recorded 04/27/2004, in Deed Mortgage Inst# 200404431.

Premises being: 1096 RIDGE ROAD , ORANGEVILLE, PA 17859-8938  
Tax Parcel #15 -17A-008-00,00

# SHERIFF'S RETURN

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

BYRON L. YOST

SANDRA YOST

Defendants

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 2008-CV-648 CD Term, 200\_\_

2008-ED-174

WRIT

ISSUED

NOW, \_\_\_\_\_ 20\_\_ 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\_\_, \_\_\_\_\_, Sec return endorsed hereon by Sheriff of  
\_\_\_\_\_ County, Pennsylvania, and made a part of this  
return

So Answers,

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Deputy Sheriff

# 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 COUNTRYWIDE HOME LOANS, INC.	Court Number 2008-CV-648 <b>2008-ED-174</b>
---	--

Defendant BYRON L. YOST & SANDRA YOST	Type or Writ of Complaint EXECUTION/NOTICE OF SALE
--	---

<b>SERVE</b>  <b>AT</b>	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE <b>BYRON L. YOST</b> ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <b>1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938</b>
-------------------------------	--

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 <u>XX</u> Plaintiff _____ Defendant ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814	Telephone Number (215)563-7000	Date
---	-----------------------------------	------

### 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	

ENTITY VENDOR  
 FAP Sheriff of Columbia County [SCOTD]

CHECK DATE CHECK NO.  
 10/17/2008 741277

DOC NO	APPLY TO	DATE	VENDOR CREDIT NO	VENDOR INVOICE NO	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
741277	000919429	10/17/2008		175374	1,350.00	0.00	1,350.00
AAA [175374] 1008/2626 YOST, BYRON							
							1,350.00

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



# 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

COUNTRYWIDE HOME LOANS, INC.

Court Number

2008-CV-648 **2008-ED-174**

Defendant

BYRON L. YOST & SANDRA YOST

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)

1096 RIDGE ROAD, ORANGEVILLE, PA 17859-8938

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

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

Telephone Number

(215)563-7000

Date

**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

## DESCRIPTION

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

BEGINNING at a stone in the public road leading from Bendertown to Jonestown, called the 'Mill Road' at the southwest corner of land now or late of Harvey Laubach; thence along said land, North 89 degrees East, 194.4 feet to the corner of a stone fence; thence along the line of land now or late of F. P. Bender, South 9 degrees East, 130 feet to a corner; thence along said land, South 89 degrees West, 183 feet to a corner in the aforesaid public road; thence North 15 degrees West, 130 feet to the place of Beginning.

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ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER  
PHELAN HALLINAN & SCHMIEG LLP  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

COMMERCE BANK  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
741277

Pay ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

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

DATE	AMOUNT
10/17/2008	*****1,350.00

Void after 180 days

*Travis S. Hallinan*

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.  
⑈741277⑈ ⑆036001808⑆36 150866 6⑈