

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406 Tel: (610) 278-6800, Fax: (610) 278-9980 GERALD M. SHAPIRO
Admitted in Illinois and Franka Only
DAVID S. KREISM AN
Admitted in Illinois Only
CHRISTOFIER A. DeNARDO
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABA!! +
ILANA ZION
+ Also Licensed in New Versey

March 14, 2008

Fax number 570-389-5625 Office of the Sheriff of Columbia County

Attn: Sheriff Chamberlain

Re: PHH Mortgage Corporation fka Cendant Mortgage Corporation vs. Lawrence R.

Brittain Jr. and Deana M. Gross

C.P. #2008-CV-39

Sale Date: April 23, 2008

Our File # 07-30775

### Dear Sheriff Chamberlain:

Kindly stay the sale scheduled for the above-referenced case due to the filing of a Chapter 7 bankruptcy under case number 08-50678 on March 12, 2008 filed by Lawrence R. Brittain Jr. and Deana M. Gross. No monies were received.

In order for our company to properly bill our clients, would you kindly take sometime out to send us the refund or the amount due and owing. Please return the writ to the prothonotary.

Thank you for your anticipated cooperation. If you have any questions or problems, please do not hesitate to contact me directly.

Very truly yours,

Heather Whitman

Foreclosure Department

SHERIFF'S SALE COST SHEET

PHH NOA. VS. BOHAM Gross NO. 20-08 ED NO. 39-08 JD DATE/TIME OF SALE Stayed	
DOCKET/RETURN  SERVICE PER DEF.  LEVY (PER PARCEL  MAILING COSTS  ADVERTISING SALE BILLS & COPIES  ADVERTISING SALE (NEWSPAPER)  MILEAGE  POSTING HANDBILL  CRYING/ADJOURN SALE  SHERIFF'S DEED  TRANSFER TAX FORM  DISTRIBUTION FORM  COPIES  NOTARY  S15.00  \$15.00  \$25.00  \$25.00  \$25.00  \$35.00  \$25.00  \$35.00	
WEB POSTING       \$150.00         PRESS ENTERPRISE INC.       \$         SOLICITOR'S SERVICES       \$75.00         TOTAL ************************************	
PROTHONOTARY (NOTARY)  RECORDER OF DEEDS  TOTAL ************* \$	
REAL ESTATE TAXES:  BORO, TWP & COUNTY 20	
MUNICIPAL FEES DUE:  SEWER 20 S  WATER 20 S  TOTAL ************************************	
SURCHARGE FEE (DSTE)  MISC.  \$ / 20,00	
TOTAL ********* \$_0- /350 D.  TOTAL COSTS (OPENING BID) \$_6/2,50  Refund 9 8737,50	7



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LAUREN R. TABAS +
II.ANA ZION
+ Also Ucented in New Jersey

Columbia Couty Clerk 35 West Main Street P.O. Box 380 Bloomsburg, PA 17815

Re:

PHH Mortgage Corporation fka Cendant Mortgage Corporation vs. Lawrence R.

Brittain Jr. and Deana M. Gross

CCP # 2008-CV-39

Sale Date: April 23, 2008

To whom it may concern:

Enclosed please find our Certification of Notice to Lienholders. Kindly file the same.

If you have any questions on this, please don't hesitate to call.

Sincerely,

Heather Whitman Legal Assistant

S&K # 07-30775 Enclosures

cc:

Columbia County Sheriff 35 West Main Street Bloomsburg, PA 17815

BY: LAUREN R. TABAS, ESOUIRE

ATTORNEY I.D. NO: PA Bar # 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant

Mortgage Corporation

PLAINTIFF

VS.

COURT OF COMMON PLEAS COLUMBIA COUNTY

NO: 2008-CV-39

Lawrence R. Brittain Jr. and Deana M. Gross DEFENDANT(S)

### CERTIFICATION OF NOTICE TO LIENHOLDERS **PURSUANT TO PA R.C.P 3129.2 (C) (2)**

I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, PHH Mortgage Corporation fka Cendant Mortgage Corporation, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on February 25, 2008, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

Legal Assistant

07-30775

PS Form 3877, F	Total Number of Pieces Listed by Sender 4		, p	Ċ.	4,		, i>	1. 07-30775	<b>1</b>	Name and Address of Sender Shapiro & Krcisman, LLC 3600 Horizon Drive Suite 150 King of Prussia, PA 19406
PS Form 3877, February 2002 (Page 1 of 1)	Received at Post Office								Article Number	#Sender , LLC 19406
Complete by Typewriter, Ink or Ball Point Pen	Postmaster, Per (Name of receiving employee)				Columbia County Domestic Relations 15 Perry Avenue, P.O. Box 380 Bloomsburg, PA 17815	Tenant or Occupant 360 Park Street Benton, PA 17814	Benton Municipal Water and Sewer P.O. Box 516 Benton, PA 17814	Mary Jo ROmig 365 McHenry Ave. Benton, PA 17814	Addressee (Name, Street, City State, & ZIP Code)	Check type of mail or service:  Certified CoD CoD Registered Delivery Confirmation Return Receipt for Merchandise Signature Confirmation Insured
						<u>330</u>			Postage	
					19406	DR 52834	ANG)		Fee	Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt
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	See Privacy Act Statement on Reverse					02 1 000 43 MAILED	UNITES		Actual Value if Registered	
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LAUREN R. TABAS +
ILANA ZION
+ Also Licensed in New Jersey

Columbia Couty Clerk 35 West Main Street P.O. Box 380 Bloomsburg, PA 17815

Re:

U.S. Bank, N.A., as Trustee for registered holders of Home Equity Asset Trust

2004-8, Home Equity Pass-Through Certificates, Series 2004-8 vs.

Tammy J. Acker

CCP # 2008 CV 112 MF Sale Date: April 23, 2008

To whom it may concern:

Enclosed please find our Certification of Notice to Lienholders. Kindly file the same.

If you have any questions on this, please don't hesitate to call.

Sincerely,

Heather Whitman Legal Assistant

S&K # 07-31204 Enclosures

cc:

Columbia County Sheriff 35 West Main Street Bloomsburg, PA 17815 SHAPIRO & KREISMAN, LLC BY: LAUREN R. TABAS, ESQUIRE ATTORNEY I.D. NO: PA Bar # 93337 3600 HORIZON DRIVE, SUITE 150 KING OF PRUSSIA, PA 19406 TELEPHONE: (610) 278-6800 S & K FILE NO. 07-31204

U.S. Bank, N.A., as Trustee for registered holders of Home Equity Asset Trust 2004-8, Home Equity Pass-Through Certificates, Series 2004-8

**PLAINTIFF** 

VS.

Tammy J. Acker
DEFENDANT(S)

COURT OF COMMON PLEAS COLUMBIA COUNTY

NO: 2008 CV 112 MF

### <u>PURSUANT TO PA R.C.P 3129.2 (C) (2)</u>

I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, U.S. Bank, N.A., as Trustee for registered holders of Home Equity Asset Trust 2004-8, Home Equity Pass-Through Certificates, Series 2004-8, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on March 6, 2008, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

Heather Whitman Legal Assistant

07-31204

FS Form 3877, February 2002 (Page 1 of 1)	Total Number of Pieces Listed by Sender  Received at Post Office  2		8.	7		7			2.	07-31204	Article Number	Name and Address of Sender Shapiro & Kreisman, LLC 3600 Horizon Drive Suite 150 King of Prussia, PA 19406
Complete by Typewriter, Ink or Ball Point Pen	Postmaster, Per (Name of receiving employee)							Relations 15 Perry Avenue, PO Box 380 Bloomsburg, PA 17815	Columbia County Domestic	Tenant or Occupant 360 Martzville Road Berwick, PA 18603	Addressee (Name, Street, City State, & ZIP Code)	Check type of mail or service:  Certified COD Registered Express Mail Signature Confirmation Insured  Check type of mail or service:  Recorded Delivery (International) Registered Signature Confirmation
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							₽ <i>8</i> //	A Common of the	<b>*</b>		Fee	Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt
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	}				Return	Receip	ŧ				Fe 공	

### TIMOTHY T. CHAMBERLAIN



PHONE (570) 089-5622

24 HOUR PHONE (570) 284-6390

PHII MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION VS

Docket # 20ED2008

MORTGAGE FORECLOSURE

LAWRENCE R. BRITTAIN, JR. DEANA M. GROSS

### AFFIDAVIT OF SERVICE

NOW, THIS TUESDAY, MARCH 11, 2008, AT 9:40 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON—LAWRENCE BRITTAIN, JR.——AT 610 RACE STREET APT 13, MIFFLINVILLE BY HANDING TO LAWRENCE BRITTAIN, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME THIS TUESDAY, MARCH 11, 2008

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Wendy Westover, Notary Public Bloomshurg, Columbia Co., PA √y Comunissium Expires November 07, 2009 P. D'ANGELO DEPUTY SHERIFF

SHERIFF TIMOTHY T. CHAMBERLAIN

SO ANSWERS.

#### TIMOTHY T. CHAMBERLAIN



FHONI. 1970: 389-5622

24 HOUR PHONE (67/16/784 6 100)

PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION VS

Docket # 20ED2008

MORTGAGE FORECLOSURE

LAWRENCE R. BRITTAIN, JR. DEANA M. GROSS

#### AFFIDAVIT OF SERVICE

NOW, THIS TUESDAY, MARCH 11, 2008, AT 9:40 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON—DEANA GROSS AT 610 RACE STREET APT 13, MIFFLINVILLE BY HANDING TO LAWRENCE BRITTAIN, BOYFRIEND, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

....

SHERIFF TIMOTHY T. CHAMBERLAIN

P. D'ANGELO DEPUTY SHERIFF

SO ANSWERS.

SWORN AND SUBSCRIBED BEFORE ME THIS TUESDAY, MARCH 11, 2008

i v

COMMONWEALTH OF PENNSYLVANIA

Motarial Seel

Westey Wastover, Notary Public

Biromsbiurg, Columbia Co., PA () Commission Expires November 07, 2009

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OFFICER:

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DEFENDANT	LAWRENCE R. DEANA M. GR	,	<u>.</u> .	
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DEFENDANT	LAWRENCE R DEANA M. GR	. BRITTAIN, JR. OSS	
ATTORNEY FIRM	SHAPIRO AND	KREISMAN	
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#### COUNTY OF COLUMBIA

#### REAL ESTATE TAX CERTIFICATION

Date: 02/13/2008

Fee: \$5.00

Cert. NO: 4272

BRITTAIN LAWRENCE R JR GROSS DEANA M
P O BOX 694 360 PARK ST
BENTON PA 17814 District: BENTON BORO
Deed: 20000 -5173
Location: 360 PARK ST
Parcel Id:02 -01 -089-00,000

Assessment: 19,866 Balances as of 02/13/2008

YEAR TAX TYPE TA NO TAX CLAIM TAXES DUE

TAX AMOUNT PENALTY DISCOUNT PAID BALANCE

By: Timothy T. Chamberlain Per: Sheriff

OFFICER: DATE RECEIVED 2/1	1/2008	SERVICE# 9 - O DOCKET # 20ED		
PLAINTIFF PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION				
DEFENDANT	LAWRENCE R. DEANA M. GRO	-		
ATTORNEY FIRM	SHAPIRO AND	KREISMAN		
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### REAL ESTATE OUTLINE

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DATE RECEIVED 2-11-09	<u> </u>
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COPY OF DESCRIPTION	V
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NON-MILITARY AFFIDAVIT	
NOTICES OF SHERIFF SALE	
WATCHMAN RELEASE FORM	
AFFIDAVIT OF LIENS LIST	
CHECK FOR \$1,350.00 OR	CK#_ <u>303650</u>
**IF ANY OF ABOVE IS MISSING	G DO NÓT PROCEDE**
SALE DATE	Apr 33, 08 TIME 0900
POSTING DATE	Mac Byc8
ADV. DATES FOR NEWSPAPER	1 <sup>s1</sup> WEEK 2
	2 <sup>ND</sup> WEEK
	3 <sup>RD</sup> WEEK

Wednesday, April 23rd, 2008 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 20ED2008 AND CIVIL WRIT NO. 2008-CV-39 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 lot of land, situate in the Borough of Benton, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a stone on the east side of an alley;

Thence south 61-1/4 degrees east 15.6 perches along land formerly of C.R. Cox to a stone:

Thence south 39-1/4 degrees west, 3.2 perches along land formerly of John Chapin to a stone;

Thence north 61-1/4 degrees west, 14.9 perches along land formerly of Sarah Ann Lemon, to a stone;

Thence north 29 degrees east, 3 perches along alley to the place of beginning;

Containing 45 perches, more or less.

Excepting and reserving therefrom 125 feet of land sold off the west end of the lot to Arden Harvey; a dwelling house, garage and additional improvements are erected on said land;

Under and subject to all restrictions, reservations, conditions and covenants, as may be found in prior Deeds forming the chain of title.

Being the same premises which Lila A. Lewis, single, by Decd dated June 2, 2000 and recorded in the Columbia County Recorder of Deeds Office on June 2, 2000 as Instrument No. 200005173, granted and conveyed unto Lawrence R. Brittain, Jr and Deana M. Gross.

### 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 in 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.

Wednesday, April 23rd, 2008 at 09:00 A.M.

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Under and subject to all restrictions, reservations, conditions and covenants, as may be found in prior Deeds forming the chain of title.

Being the same premises which Lifa A. Lewis, single, by Deed dated June 2, 2000 and recorded in the Columbia County Recorder of Deeds Office on June 2, 2000 as Instrument No. 200005173, granted and conveyed unto Lawrence R. Brittain, Jr and Deana M. Gross.

#### TERMS OF SALE

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

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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 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 the bidder will be considered forfeited, but will be applied against any damages recoverable. The defalting 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 Lauren Tabas 3600 Horizon Drive, Suite 150 King of Prussia, PA 19406

Wednesday, April 23rd, 2008 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 20ED2008 AND CIVIL WRIT NO. 2008-CV-39 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 lot of land, situate in the Borough of Benton, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a stone on the east side of an alley:

Thence south 61-1/4 degrees east 15.6 perches along land formerly of C.R. Cox to a stone;

Thence south 39-1/4 degrees west, 3.2 perches along land formerly of John Chapin to a stone;

Thence north 61-1/4 degrees west, 14.9 perches along land formerly of Sarah Ann Lemon, to a stone;

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Containing 45 perches, more or less.

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Plaintiff's Attorney Lauren Tabas 3600 Horizon Dríve, Suite 150 King of Prussia, PA 19406 Sheriff of Columbia County Timothy T. Chamberlain http://www.sheriffofcolumbiacounty.com/

### COMMONWEALTH OF PENNSYLVANIA COUNTY OF COLUMBIA

SS

PHH Mortgage Corporation fka Cendant Mortgage Corporation PLAINTIFF No: 2008-CV-39

VS.

2008-ED-20 WRIT OF EXECUTION:

Lawrence R. Brittain Jr. and Deana M. Gross DEFENDANTS

MORTGAGE FORECLOSURE

### TO THE SHERIFF OF COLUMBIA COUNTY:

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

360 Park Street, Benton, PA 17814 See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$59,222.42

Interest from February 12, 2008 to

Costs to be added

Seal of Court

PROTHONOTARY

Date: 11, 2008

Deputy Prothonotary

Proth & Clerk of Sev. Courts My Com. Ex. 1st Monday in 2012



ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406 Tel: (610) 278-6800, Fax: (610) 278-9980 GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
CHRISTOPHER A. DENARDO
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABAS +
ILANA ZION
- Also Licensed in New Jersey

Columbia County Sheriff 35 West Main Street Bloomsburg, PA 17815

RE: PHH Mortgage Corporation fka Cendant Mortgage Corporation vs. Lawrence R.

Brittain Jr. and Deana M. Gross Docket number: 2008-CV-39 Our file number: 07-30775

Sir or Madam:
The Prothonotary shall have delivered the Writ of Execution for sale of Real Property to you together with the below listed documents for the sale date. Please advise if this property will not be scheduled for that date.
In accordance with Columbia County's requirements for scheduling a Sheriff's sale, I enclose:
Sale deposit in the amount of \$;  8 copies of the property legal description for the deed and printers;  Affidavit pursuant to Rule 3129.1;  Act 91 Affidavit;  Notices of Sale for each Defendant;  Request for service of the notice of sale;  Request for posting, advertising, of the notice of sale.
Please time stamp the enclosed "ATTORNEY COPY" of the 3129 Affidavit and return in the prepaid envelope provided.
We will send notice of the sale to all known lienholders prior to the sale and will file a Certification.
Thank you for your cooperation in this matter.
Very truly yours,
Anita Levy Legal Assistant

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2,d 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece,</li> </ul>	A. Signature  X  B. Received by (Printed Name)  C. Date of Delivery
or on the front if space permits.  1. Article Addressed to:	D. Is delivery address different from Item 1?  Yes If YES, enter delivery address below:  No
INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING 600 ARCH STREET ROOM 3259 PHILADELPHIA, FA 19106	3. Service Type
	☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchand ☐ Insured Mail ☐ C.O.D.  4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7 0 0 7	
PS Form 3811, February 2004 Domestic Re	eturn Receipt 102595-02-M-1
■ Complete Items 1, 2, id 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,	A. Signature  A. Signature  A. Address  B. Received by (Printed Name)  C. Date of Delivery
OFFICE OF F.A.I.R. DEPARTMENT OF PUBLIC WELFARE PO BOX 8016	D. Is delivery address different from item 1? ☐ Yas If YES, enter delivery address below: ☐ No
HARRISBURG, PA 17105	3. Service Type  Certified Mail
2. Article Number (Transfer from service label) 7 [[	
SENDER: COMPLETE CIS SECTION  Complete items 1, 2,	COMPLETE THIS SECTION ON DELIVERY  A. Signature  B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1?  Yes  If YES, enter delivery address below:
DEPARTMENT OF REVENUE-ATTN: SHERIFF BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION DEPARTMENT 281230 HARRISBURG, PA 17128-1230	3. Service Type  Certified Mail
2. Article Number (Transfer from service label)  7 0 0	4094 8764 COOO OLSO

### SHAPIRO & KREISMAN, LLC 3600 HORIZON DRIVE, SUITE 150 KING OF PRUSSIA. PA 19406

Telephone: (610) 278-6800 Facsimile: (610) 278-9980

Columbia County Sheriff 35 West Main Street Bloomsburg, PA 17815

Re: PHH Mortgage Corporation fka Cendant Mortgage Corporation vs. Lawrence R.

Brittain Jr. and Deana M. Gross ClVIL ACTION NO. 2008-CV-39

OUR FILE NO. 07-30775

### Sir/Madam:

Please serve the NOTICE OF SALE upon the following Defendants at the addresses provided:

Lawrence R. Brittain Jr. 360 Park St. Benton, PA 17814

Deana M. Gross 360 Park St. Benton, PA 17814

Upon service, please forward to this office in the enclosed self-addressed stamped envelope, a copy of your Sheriff's Return.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Anita Levy Legal Assistant

Enclosures

SHAPIRO & KREISMAN, LLC BY: LAUREN R. TABAS, ESOUTRE ATTORNEY I.D. NO: PA Bar # 93337 3600 HORIZON DRIVE, SUITE 150 KING OF PRUSSIA, PA 19406 TELEPHONE: (610) 278-6800 S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant

Mortgage Corporation

**PLAINTIFF** 

**DEFENDANTS** 

VS.

Lawrence R. Brittain Jr. and Deana M. Gross

COLUMBIA COUNTY

COURT OF COMMON PLEAS

NO: 2008-CV-39

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

TO: Lawrence R. Brittain Jr. 360 Park St. Benton, PA 17814

Your house (real estate) at:

360 Park Street, Benton, PA 17814

02-01-089

is scheduled to be sold at Sheriff's Sale on at:

Columbia County Sheriff's County

35 West Main Street

Bloomsburg, PA 17185

to enforce the court judgment of \$59,222.42 obtained by PHH Mortgage Corporation fka Cendant Mortgage Corporation against you.

### 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:

- The sale will be cancelled if you pay back to PHH Mortgage Corporation fka Cendant I. Mortgage Corporation the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: (610) 278-6800.
- 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 be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two of how to obtain an attornev.)

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

- 4. 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 (610) 278-6800.
- 5. 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.
- 6. 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 \*.
- 7. 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.
- 8. 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.
- 9. You may be entitled to a share of the money, which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days from the date of the sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the date of filing of said schedule.
- 10. You may also have other rights and defenses or ways of getting your house 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 Lawyer Referral Service
North Penn Legal Services
168 East 5th Street
Bloomsburg, PA 17815
570-784-8760

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

07-30775

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Under and subject to all restrictions, reservations, conditions and covenants, as may be found in prior Deeds forming the chain of title.

SHAPIRO & KREISMAN, LLC BY: LAUREN R. TABAS, ESQUIRE ATTORNEY I.D. NO: PA Bar # 93337 3600 HORIZON DRIVE, SUITE 150 KING OF PRUSSIA, PA 19406 TELEPHONE: (610) 278-6800 S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant Mortgage Corporation PLAINTIFF

vs.

Lawrence R. Brittain Jr. and Deana M. Gross DEFENDANTS

COURT OF COMMON PLEAS CIVIL DIVISION COLUMBIA COUNTY

NO:2008-CV-39

### **CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

PHH Mortgage Corporation fka Cendant Mortgage Corporation 4001 LEADENHALL ROAD MAILSTOP SV-01 MT. LAUREL, NJ 08054

and that the last known address of the judgment debtor (Defendants) is:

Lawrence R. Brittain Jr. 360 Park St. Benton, PA 17814

Deana M. Gross 360 Park St. Benton, PA 17814

SHAPIRO & KREISMAN, LLC

BY:

Lauren R. Tabas, Esquire Attorney for Plaintiff

BY: LAUREN R. TABAS, ESQUIRE

ATTORNEY I.D. NO: PA Bar # 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800 S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant

Mortgage Corporation

COLUMBIA COUNTY

COURT OF COMMON PLEAS

PLAINTIFF

NO: 2008-CV-39

VS.

Lawrence R. Brittain Jr. and Deana M. Gross DEFENDANTS

### **CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I hereby certify that I am the Attorney of record for the Plaintiff in this Action against Real Property and further certify this Property is:

X	FHA - Tenant Occupied or Vacant
	Commercial
	As a result of a Complaint in Assumpsit
	That the Plaintiff has complied in all respects with Section 403 of the
	Mortgage Assistance Act including but not limited to:

- (a) Service of notice on Defendant(s)
- (b) Expiration of 30 days since the service of notice
- (c) Defendant(s) failure to request or appear at meeting with Mortgagee or Consumer Credit Counseling Agency
- (d) Defendant(s) failure to file application with Homeowners Emergency Assistance Program.

I further agree to indemnify and hold harmless the Sheriff of Columbia County for any false statement given herein.

BY:

Lauren R. Tabas, Esquire

SHÁPIRO & KREISMAN. LLC

PA Bar # 93337

BY: LAUREN R. TABAS, ESQUIRE

ATTORNEY I.D. NO: PA Bar # 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800 S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant

Mortgage Corporation

CENDANT MORTGAGE

4001 LEADENHALL ROAD

MAILSTOP SV-01

MT. LAUREL, NJ 08054

**PLAINTIFF** 

VS.

Lawrence R. Brittain Jr. and Deana M. Gross

DEFENDANTS

STATE OF: Pennsylvania

COUNTY OF: Montgomery

COURT OF COMMON PLEAS COLUMBIA COUNTY

2008-CV-39

### AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon information contained in the records of the Plaintiff or servicing agent of the Plaintiff and that the above captioned Defendants last known address is as set forth in the caption and they are not to the best of our knowledge, information or belief, in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

shapiro & kreisman, llo

Lauren R. Tabas, Esquire

Sworn to and subscribed

before me this 8th day

of February 2008

Notary Public

COMMONWEALTH OF PENNSYLVARS

NOTARIAL SEAL ANITA E. LEVY, Notary Public Sharon Hill Boro., Delaware County My Commission Expires February 2, 2012

### WAIVER OF WATCHMAN/WAIVER OF INSURANCE-Any

Deputy Sheriff levying upon or attaching any property under which 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; and the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Lauren R. Tabas, Attorney for Plaintiff

BY: LAUREN R. TABAS, ESQUIRE ATTORNEY I.D. NO: PA Bar # 93337

3600 HORIZON DRIVE, SUITE 150 KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800 S & K FILE NO. 07-30775

PHH Mortgage Corporation fka Cendant Mortgage Corporation

**PLAINTIFF** 

VS.

Lawrence R. Brittain Jr. and Deana M. Gross DEFENDANTS

COURT OF COMMON PLEAS COLUMBIA COUNTY

NO: 2008-CV-39

### **AFFIDAVIT PURSUANT TO RULE 3129.1**

PHH Mortgage Corporation fka Cendant Mortgage Corporation, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 360 Park Street, Benton, PA 17814.

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

Lawrence R. Brittain Jr. 360 Park St. Benton, PA 17814

Deana M. Gross 360 Park St. Benton, PA 17814

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

Lawrence R. Brittain Jr. 360 Park St. Benton, PA 17814

Deana M. Gross 360 Park St. Benton, PA 17814

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

PHH Mortgage Corporation fka Cendant Mortgage Corporation 4001 LEADENHALL ROAD MAILSTOP SV-01 MT. LAUREL, NJ 08054

Mary Jo Romig 365 McHenry Avenue Benton, PA 17814

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

PHH Mortgage Corporation fka Cendant Mortgage Corporation, Plaintiff 4001 LEADENHALL ROAD MAILSTOP SV-01 MT. LAUREL, NJ 08054

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

Benton Municipal Water and Sewer P O Box 516 Benton, PA 17814

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:

Columbia County Domestic Relations 15 Perry Avenue, P.O. Box 380 Bloomsburg, PA 17815

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

TENANT OR OCCUPANT 360 Park Street Benton, PA 17814

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

SHAPIRO & KREISMAN, LLC

Lauren R. Tabas, Esquire

303650 \*\*\*1,350.00 2/4/2008 VOID AFTER 90 DAYS AMOUNT DATE LaSaile Bank N. A. 2-50/710 One Thousand Three Hundred Fifty and 00/100\*\*\*\* Shapiro & Kreisman - PA General Business Account 3600 Horizon Drive, Suite 150 King Of Prussia, PA 19406 (610) 278-6800 PΑY

#303850# #0?1000505# 5201147419# 07-30775 BRITTAIN JR.,

SHERIFF OF COLUMBIA COUNTY

P.O. BOX 380 BLOOMSBURG, PA 17815

TO THE ORDER