

# SHERIFF'S SALE COST SHEET

Bank of NY vs. Aaron Shaffer  
 NO. 201-08 ED NO. 524-08 JD DATE/TIME OF SALE Feb. 25, 0930

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>195.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>35.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>241.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>6.50</u>
NOTARY	\$ <u>10.00</u>
TOTAL ***** \$ <u>443.50</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>726.12</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>951.12</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>2262.71</u>
TOTAL ***** \$ <u>2262.71</u>		

MUNICIPAL FEES DUE:

SEWER 20	\$	<u>612.97</u>
WATER 20	\$	
TOTAL ***** \$ <u>612.97</u>		

SURCHARGE FEE (DSTE)	\$	<u>140.00</u>
MISC. _____	\$	
_____	\$	
TOTAL ***** \$ <u>-0-</u>		

TOTAL COSTS (OPENING BID) \$ 4461.80

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

Bank of NY vs Aaron Shaffer

NO. 201-08 ED NO. 524-08 JD

DATE/TIME OF SALE: Feb. 25 0930

BID PRICE (INCLUDES COST) \$ 446,180

POUNDAGE - 2% OF BID \$ 8,924

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

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

TOTAL AMOUNT NEEDED TO PURCHASE \$ 455,104

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

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

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

PURCHASER(S) SIGNATURE(S): John Shaffer

TOTAL DUE: \$ 455,104

LESS DEPOSIT: \$ 138,-

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

TOTAL DUE IN 8 DAYS \$ 320,104

57919

**Milstead & Associates LLC**  
220 LAKE DRIVE EAST, SUITE 301  
CHERRY HILL, NJ 08002  
856-482-1400



55-138/312  
DATE

03/23/09

CHECK

AMOUNT

\*\*\$3,201.04

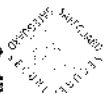
PAY  
TO THE  
ORDER  
OF

\*\*\* THREE THOUSAND TWO HUNDRED ONE & 04/100 DOLLARS

Columbia County Sheriff

ATTORNEY BUSINESS ACCOUNT

⑈057919⑈ ⑆031201350⑆ ⑆7 8306 2⑈



# MILSTEAD & ASSOCIATES, LLC

## Attorneys at Law

Woodland Falls Corporate Park  
220 Lake Drive East, Ste 301  
Cherry Hill, New Jersey 08002  
TEL (856) 482-1400 FAX (856) 482-9190

Michael J. Milstead, Esq.  
mjmilstead@milsteadlaw.com

Charlene Ann P. Hickox, Esq., P.A. & N.J.  
chickox@milsteadlaw.com

Lisa Ann Thomas, Foreclosure Administrator  
lthomas@milsteadlaw.com

Philadelphia Address  
250 South 13th Street  
Philadelphia, PA 19107

Please Reply To: NJ Office  
Our File No. 55.08064

March 16, 2009

Office of the Sheriff  
Columbia County Courthouse  
PO Box 380  
Bloomsburg, PA 17815

**Re: The Bank of New York as Co-Trustee under the  
Pooling and Servicing Agreement dated as of July 31,  
1998, Series 1998-B vs. Aaron W. Shaffer  
2008 CV 524 MF Sale Date: 2/25/09  
Deed Instructions**

Dear Sir/Madam:

Please accept this letter as authorization to prepare and record a sheriff's deed on the above matter into the name of **The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B, 20 Broad Street, New York, NY, 10005.**

Please forward the original deed back to our office in the enclosed self-addressed stamped envelope.

Thank you for your attention to this matter.

Very truly yours,



Rachel Reckeweg  
Paralegal

{00331463}

REV. 183 EX (9-86)  COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF INDIVIDUAL TAXES POST OFFICE BOX 8910 HARRISBURG, PA 17105-8910		<b>REALTY TRANSFER TAX STATEMENT OF VALUE</b>  <b>SEE REVERSE FOR INSTRUCTIONS</b>		RECORDER'S USE ONLY STATE TAX PAID _____ BLOCK NUMBER _____ PAGE NUMBER _____ DATE RECORDED _____	
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COMPLETE EACH SECTION AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL VALUE/CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) WHEN THE DEED IS WITHOUT CONSIDERATION, OR BY GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. A STATEMENT OF VALUE IS NOT REQUIRED IF THE TRANSFER IS WHOLLY EXEMPT FROM TAX BASES ON: (1) FAMILY RELATIONSHIP FOR (2) PUBLIC UTILITY EASEMENT. IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEET(S).

<b>A. CORRESPONDENT - ALL INQUIRIES MAY BE DIRECTED TO THE FOLLOWING PERSON:</b>					
NAME <b>Mary L. Harbert-Bell, Esquire</b>			TELEPHONE NUMBER <b>856-482-1400</b>		
STREET ADDRESS <b>220 Lake Drive East, Suite 301</b>			CITY/STATE/ZIP CODE <b>Cherry Hill, NJ 08002</b>		
<b>B. TRANSFER DATA</b>					
GRANTOR(S) LESSOR(S) <b>Sheriff of Columbia County</b>			DATE OF ACCEPTANCE OF DOCUMENT <b>The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B</b>		
STREET ADDRESS <b>Columbia County Courthouse PO Box 380</b>			STREET ADDRESS <b>20 Broad Street</b>		
CITY <b>Bloomsburg</b>	STATE <b>PA</b>	ZIP CODE <b>17815</b>	CITY <b>New York</b>	STATE <b>NY</b>	ZIP CODE <b>10005</b>
<b>C. PROPERTY LOCATION</b>					
STREET ADDRESS <b>106 South Vine Street</b>			CITY, TOWNSHIP, BOROUGH <b>Berwick, PA 18603</b>		
COUNTY <b>Columbia</b>	SCHOOL DISTRICT <b>Berwick Area School District</b>		TAX PARCEL NUMBER <b>04B-06-002</b>		
<b>D. VAULTION DATA</b>					
1. ACTUAL CASH CONSIDERATION <b>\$4,461.80</b>		2. OTHER CONSIDERATION <b>\$0</b>		3. TOTAL CONSIDERATION <b>\$4,461.80</b>	
4. COUNTY ASSESSED VALUE <b>\$26,780.00</b>		5. COMMON LEVEL RATIO FACTOR <b>3.76</b>		6. FAIR MARKET VALUE <b>\$100,692.80</b>	
<b>E. EXEMPTION DATA</b>					
1a. AMOUNT OF EXEMPTION CLAIMED <b>100%</b>			1b. PERCENTAGE OF INTEREST CONVEYED <b>100%</b>		

**2. CHECK APPROPRIATE BOX BELOW FOR EXEMPTION CLAIMED**

- ☐ WILL OR INTESTATE SUCCESSION \_\_\_\_\_ (NAME OF DECEDENT) \_\_\_\_\_ (ESTATE FILE NUMBER) \_\_\_\_\_
- ☐ TRANSFER TO INDUSTRIAL DEVELOPMENT AGENCY.
- ☐ TRANSFER TO A TRUST. (ATTACH COMPLETE COPY OF TRUST AGREEMENT IDENTIFYING ALL BENEFICIARIES.)
- ☐ TRANSFER BETWEEN PRINCIPAL AND AGENT/STRAW PARTY. (ATTACH COMPLETE COPY OF AGENCY/STRAW PARTY AGREEMENT.)
- ☐ TRANSFERS TO THE COMMONWEALTH, THE UNITED STATE AND INSTRUMENTALITIES BY GIFT, DEDICATION, CONDEMNATION OR IN LIEU OF CONDEMNATION. (IF CONDEMNATION OR IN LIEU OF CONDEMNATION, ATTACH COPY OF RESOLUTION.)
- ☒ TRANSFER FROM MORTGAGOR TO A HOLDER OF A MORTGAGE IN DEFAULT. (ATTACH COPY OF MORTGAGE AND NOTE/ASSIGNMENT)
- ☐ CORRECTIVE OR CONFIRMATORY DEED. (ATTACH COMPLETE COPY OF THE PRIOR DEED BEING CORRECTED OR CONFIRMED.)
- ☐ STATUTORY CORPORATE CONSOLIDATION, MERGER OR DIVISION. (ATTACH COPY OF ARTICLES.)
- ☐ OTHER (PLEASE EXPLAIN EXEMPTION CLAIMED, IF OTHER THAN LISTED ABOVE.) \_\_\_\_\_

UNDER PENALTIES OF LAW, I DECLARE THAT I HAVE EXAMINED THIS STATEMENT, INCLUDING ACCOMPANYING INFORMATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

DATE

*MCB*

3/16/99

REV 183 EX (9-86)  COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF INDIVIDUAL TAXES POST OFFICE BOX 8910 HARRISBURG, PA 17105-8910		<b>REALTY TRANSFER TAX STATEMENT OF VALUE</b>  <b>SEE REVERSE FOR INSTRUCTIONS</b>		RECORDER'S USE ONLY STATE TAX PAID _____ BLOCK NUMBER _____ PAGE NUMBER _____ DATE RECORDED _____	
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STREET ADDRESS <b>220 Lake Drive East, Suite 301</b>			CITY/STATE/ZIP CODE <b>Cherry Hill, NJ 08002</b>		
<b>B TRANSFER DATA</b>			<b>DATE OF ACCEPTANCE OF DOCUMENT</b>		
GRANTOR(S)/LESSOR(S) <b>Sheriff of Columbia County</b>			GRANTEE(S)/LESSEE(S) <b>The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B</b>		
STREET ADDRESS <b>Columbia County Courthouse PO Box 380</b>			STREET ADDRESS <b>20 Broad Street</b>		
CITY <b>Bloomsburg</b>	STATE <b>PA</b>	ZIP CODE <b>17815</b>	CITY <b>New York</b>	STATE <b>NY</b>	ZIP CODE <b>10005</b>
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- ☐ STATUTORY CORPORATE CONSOLIDATION, MERGER OR DIVISION. (ATTACH COPY OF ARTICLES.)
- ☐ OTHER (PLEASE EXPLAIN EXEMPTION CLAIMED, IF OTHER THAN LISTED ABOVE.) \_\_\_\_\_

UNDER PENALTIES OF LAW, I DECLARE THAT I HAVE EXAMINED THIS STATEMENT, INCLUDING ACCOMPANYING INFORMATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.	
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <div style="text-align: center; margin-top: 10px;"> </div>	DATE <div style="text-align: center; margin-top: 10px;"> </div>

FIA Case No. 4M-00074-00

### Keywords

24 APR 2005

(2)

D-509  
12-5-89

F-12689  
(1)

State of Pennsylvania

PLA Case No. 442-00074-048

Mortgage

This Indenture, made and entered into this 5th day of December, 1989,

by and between AARON WILLIAM SHAWVER, AND DEBORAH A. SHAWVER, HUSBAND AND WIFE

of the one part, with Island Mortgage Corporation, a corporation organized and existing under the laws of OHIO, and having its principal office and

post office address in COLUMBUS, OHIO

(hereinafter with its successors and assigns called the Mortgagee),

Witnesseth, that to secure the payment of Twenty Six Thousand Seven Hundred Eighty and no/100 Dollars (\$26,780.00), with interest from date, at the rate of Two and One Half (2 1/2%) per annum on the unpaid balance until paid, as provided in a note of sale herewith, said principal and interest being payable at the office of

Island Mortgage Corporation  
3066 KENNEDY DRIVE  
COLUMBUS, OH 43224

or at such other place as the Mortgagee may designate in writing, to wit: Twenty Six Thousand Seven Hundred Eighty and no/100 Dollars (\$26,780.00), commencing on the first day of January, 1990, and on the first day of each month thereafter until the principal and interest are fully paid, except that the first payment of principal and interest, if not so paid, shall be due and payable on the first day of December, 1989, and also to secure the performance of all covenants and agreements herein contained, the Mortgagee does by these presents bargain, sell, give, grant, and convey to the Mortgagee, All the following-described real estate situated in the County of BERKSHIRE, County of BRUCE, and Commonwealth of Pennsylvania, to wit:

ONE EXHIBIT A

Property Address: 22000 Ave 106 S, VINI STREET, BERKSHIRE, PA 16808

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, insure all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagee, pursuant to a contract of sale entered into not later than 12 months after the date on which the mortgage is recorded for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

REFERENCE IS HEREBY MADE TO THE RIDER OF THE MORTGAGE ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

5th day of DECEMBER, 1989

For valuable consideration we hereby sell, assign, transfer and set over unto Island Mortgage Corporation, 3265 Counselor's Row, Indianapolis, Indiana 46240, all our rights, title and interest in and to the within mortgage and note secured by the same.

BY: [Signature]  
JOHN TRIPLETT, PRESIDENT

OFF 442 MAY 298

This form is used in connection with mortgages insured under section 203(b) of the National Housing Act where there is a One-Two Mortgage Insurance Premium payment in accordance with the regulations for those programs.

Island Mortgage Corporation, Inc.

Page 1 of 4

Document's Initials

ABT JMS  
FEDERAL RESERVE (F-12689)  
24 APR 2017/4

11/19/89  
A.C.K.



To have and to hold said Real Estate and Property, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgagee to and for the only proper use and behoof of said Mortgagee forever:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in any amount at any time or from time to time; and

2. That he will keep the sum of \$1000.00 deposited in the Bank of America, New York & Co., New York City, as security for the performance of his obligations under the said note, and will cause the same to be paid over to the said bank, or its assigns, at the expiration of the term of years specified in the said note, and will cause the same to be paid over to the said bank, or its assigns, at the expiration of the term of years specified in the said note, and will cause the same to be paid over to the said bank, or its assigns, at the expiration of the term of years specified in the said note.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at the City of New York, this 1st day of August, 1908.

JAMES H. HARRIS  
Mayor of the City of New York

Attest:  
JAMES H. HARRIS  
Recorder of the City of New York

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF THE CITY AND COUNTY OF NEW YORK, THIS 1ST DAY OF AUGUST, 1908.

RECORDED IN BOOK NO. 100, PAGE NO. 100.

INDEXED IN BOOK NO. 100, PAGE NO. 100.

NOTARIAL PUBLIC IN AND FOR THE STATE OF NEW YORK.  
My Comm. Expires Aug 1st 1910.

WILLIAM J. HARRIS  
Notary Public

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay ground rents, premiums, taxes, and special assessments; and

- (i) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the Note secured hereby; and
- (iii) amortization of the principal of said Note.

payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the premises covered hereby, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and from form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company conceded is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagees jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That he will pay all ground rents, taxes, assessments, water rates, or other governmental or municipal charges, fines or

impositions, for which provision has not been made hereinbefore and that he will promptly deliver the official receipts therefor to the Mortgagee, and in default thereof the Mortgagee shall have the right to pay same. The Mortgagee shall have the right to make any payment which the Mortgagor should have made, and the Mortgagee may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as costs, paid by the Mortgagee pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when such sum are paid.

7. That in the event the said premises or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Mortgagor are hereby assigned to the Mortgagee to the extent of any indebtedness that remains unpaid, the Mortgagor, having the right to appeal said award to the courts of competent jurisdiction.

8. That if he shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Mortgagee, such repairs may be made at the expense of the Mortgagor, and the cost thereof, with interest at the same rate as the principal debt shall be added to and made a part of the principal debt secured hereby.

9. That if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said note, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz:

Ten per centum (10.00%) of said principal debt sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to him by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process.

10. That should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 day's time

from the date of the mortgage, declining to insure said mortgage and note, being deemed conclusive proof of such ineligibility), the holder of the aforesaid mortgage and note, its successors or assigns may, at its option, declare the mortgage and note in default and all sums secured hereby immediately due and payable. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

And provided also, that when as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment hereinabove provided for, or in the keeping and performance by the Mortgagor of any of the terms, conditions or covenants of the mortgage or the note secured hereby, it shall and may be lawful for said Mortgagee forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Scire Facias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. The Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner, or to reduce the amount of the note to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said note or upon this mortgage.

But provided always, that if said Mortgagor does pay or cause to be paid to the said Mortgagee, the aforesaid debt or principal sums cured by this mortgage, on the day and time and in the manner hereinbefore mentioned together with interest and all sums advanced payment of any ground rents, taxes, water rents, amounts due under any prior lien, charges, claims or insurance premiums as aforesaid, this Indenture, and the estate hereby granted shall cease and become void anything hereinbefore contained to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BOOK 442 PAGE 300

EXHIBIT A

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

BEGINNING at a point on the easterly side of Vine Street a distance of eighty-one (81) feet, three (3) inches, southerly from Front Street; thence easterly and parallel with Front Street a distance of forty-nine (49) feet, six (6) inches, to Lot No. 17; thence southerly along the westerly side of said lot and parallel with Vine Street a distance of fifty (50) feet to corner of lot formerly owned by E. G. Ruch; thence westerly and parallel with Front Street a distance of forty-nine (49) feet, six (6) inches to Vine Street aforesaid; thence northerly along the easterly side of Vine Street a distance of fifty (50) feet to the place of Beginning. CONTAINING 2,475 square feet of land and being part of Lot No. 18 as numbered and designated upon the General Plot or Plan of the Borough of Berwick.

BOOK 442 PAGE 301

AUS DTS

**SECURITY INSTRUMENT RIDER:**  
**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR**

This Rider is made this 5th day of DECEMBER, 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Grantor") to secure Grantor's Note to

EMBASSY MORTGAGE CORPORATION

(the "Grantee") of the same date and covering the property described in the Security Instrument and located at:

106 S. VINE STREET BERWICK, PA 18603

(Property Addressed)

Additional covenants. In addition to the covenants and agreements made in the Security Instrument Grantor and Grantee further covenant and agree as follows:

**A. Transfer of the property or a beneficial interest in Grantor**

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is ~~executed~~ for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

\*

\*

executed

By signing below Grantor accepts and agrees to the terms and covenants contained in this Security Instrument Rider.

AARON WILLIAM SHAFFER

Grantor

DEBORAH A. SHAFFER

Grantor

Grantor

Grantor

In Witness Whereof, the said Mortgagor(s) to these Presents has hereunto set their hand(s) and seal(s).  
Dated the day and year first hereinabove written.

Signed, Sealed, and Delivered in the Presence of:

REC'D BY RECORDER  
COLUMBIA CO., PA.  
50 FEE 17.00  
DEC 6 10 55 AM '89

[Signature]

[Signature] [Seal]  
AARON WILLIAM SHAFFER -Borrower  
[Signature] [Seal]  
DEBORAH A. SHAFFER -Borrower

Rec. in Columbia Co.  
Rec. bk 442 pg 298  
Dec. 6, 1989 10:56am

Certificate of Residence: Beverly J. Mitchell  
Robert A. Bull

I Robert A. Bull  
certify that the correct address of the within-named Mortgagee is  
3366 RIVERSIDE DRIVE  
COLUMBUS, OH 43221

do hereby

Witness my hand this 5th day of DECEMBER, 1989

[Signature]  
Agent of Mortgagee

Commonwealth of Pennsylvania, }  
County of Columbia } ss:

On this 5th day of DECEMBER, A.D. 1989, before me,  
AARON WILLIAM SHAFFER, AND DEBORAH A. SHAFFER, HUSBAND AND WIFE  
came the above-named

acknowledged the within indenture of Mortgage to be their act and deed, and desired the  
same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

NOTARIAL SEAL  
ROBERT A. BULL, NOTARY PUBLIC  
BERWICK, COLUMBIA COUNTY, PA.  
MY COMMISSION EXPIRES: 3-29-1990

[Signature]  
My commission expires 3/29/90 1990

55.08064

# 40327587



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

Instrument Number - 200901920

Recorded On 3/9/2009 At 11:03:48 AM

\* Total Pages - 5

\* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 130602

\* Grantor - SHAFFER, AARON W

\* Grantee - BANK OF NEW YORK MELLON

User - BSL

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$30.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:

MAIL MILSTEAD & ASSOCIATES LLC  
220 LAKE DRIVE E  
SUITE 301  
CHERRY HILL, NJ 08002-9946  
ATTN: LISA THOMAS

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.

When recorded please return to:  
Milstead & Associates, LLC  
220 Lake Drive East, Ste 301  
Cherry Hill, New Jersey 08002

Loan #0040327587

### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that TMS Mortgage, Incorporated existing under the laws of the State of Pennsylvania, (Assignor), in consideration of the sum of \$1.00 (One) Dollar(s) lawful money of the United States, to Assignor in hand paid by The Bank of New York Mellon, f/k/a The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B (Assignee) at or before the ensealing and delivery of these presents, the receipt whereby is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said Assignee a certain Indenture of Mortgage bearing the date of May 14, 1998 in the amount of \$49,500.00 made by AARON W. SHAFFER and given to Public Savings Bank. Said mortgage was recorded on May 21, 1998 under Mortgage Book 688, Page 737 in the public records of Columbia County, Pennsylvania, upon the following described piece of parcel of land, to wit:  
\* AND ASSIGNED TO TMS MORTGAGE, INCORPORATED, RECORDED 1-22-09, UNDER TRST # 200900542.

Property more commonly known as:

106 South Vine Street, Berwick, PA 18603  
Parcel 04B-06-02

Together with the Note of obligation described in said Mortgage, and the money due and to become due thereon, with interest.

ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

ADDRESS: 106 S. Vine Street, Berwick, PA 18603

BEING Parcel No. 04B-06-02

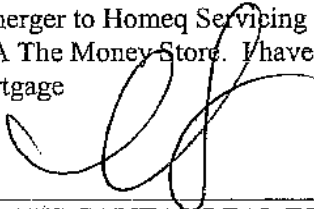
BEING the same premises which Tobi H. Fineberg and Andrew R. Was, wife and husband, by deed dated December 2, 1989, and recorded in Columbia County, Pennsylvania on December 6, 1989, in Deed Book 442, page 295, granted and conveyed unto Aaron W. Shaffer and Deborah B. Shaffer, his wife, in fee.

AND the said Aaron W. Shaffer by the name of Aaron William Shaffer was divorced from Deborah B. Shaffer by the name of Deborah Anne Shaffer by Decree of Court dated March 5, A.D. 1993 in the Court of Common Pleas of the 26th Judicial District; Columbia County Branch No. 847 of 1992.

TO HAVE AND TO HOLD the same unto the said Assignee and assigns forever.

IN WITNESS WHEREOF, the said Assignor has caused these presents to be signed in its name on the 11 day of February, 2009.

My name is Noriko Colston. I am a Assistant Secretary at BARCLAYS CAPITAL REAL ESTATE INC., ATTORNEY IN FACT for Wachovia Equity Servicing LLC Successor by merger to Homeq Servicing Corporation (Successor by Merger to TMS Mortgage Inc DBA The Money Store. I have under my custody and control the records relating to the mortgage transactions.

  
BARCLAYS CAPITAL REAL ESTATE INC.,  
ATTORNEY IN FACT for Wachovia Equity Servicing  
LLC Successor by merger to Homeq Servicing Corporation  
(Successor by Merger to TMS Mortgage Inc DBA The  
Money Store.

**Noriko Colston Assistant Secretary**

004 0327-587

ALL PURPOSE NOTARY ACKNOWLEDGEMENT

State of California )

County of Sacramento )ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



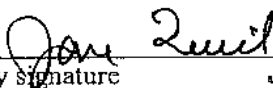
State of California

County of Sacramento

On February 11, 2009, before me, Jane Quick, Notary Public, personally appeared Noriko Colston who acknowledged herself/himself to be the Assistant Secretary of BARCLAYS CAPITAL REAL ESTATE INC., ATTORNEY IN FACT for Wachovia Equity Servicing LLC Successor by merger to Homeq Servicing Corporation (Successor by Merger to TMS Mortgage Inc DBA The Money Store.who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

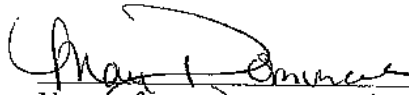
Witness my hand and official seal.

  
Notary signature Jane Quick



I hereby certify that the precise address of the Assignor, TMS Mortgage Inc. is PO Box 1058, Newark, PA 07101.

I hereby certify that the precise address of the Assignee, The Bank of New York Mellon, f/k/a The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B is 4837 Watt Avenue, Suite 100, No. Highlands, CA 95660.

  
Name: MARY DOMINACHT / MIDSTEAD ASSOC LLC  
Title: LEGAL ASSISTANT



55.08064

COAN# 40327589



00A332

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

Instrument Number - 200900542

Recorded On 1/22/2009 At 12:50:28 PM

\* Total Pages - 3

\* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 129304

\* Grantor - SHAFFER, AARON W

\* Grantee - TMS MORTGAGE INC

User - TSA

\* FEES

STATE WRIT 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 MILSTEAD & ASSOCIATES LLC

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.

Record and Return to:  
Milstead and Associates, LLC  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002

0040327587

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that PUBLIC SAVINGS BANK ("Assignor"), THE HOLDER AN ASSIGNMENT OF THE MORTGAGE HEREINAFTER MENTIONED, for and in consideration of the sum of \$1.00(\$1.00) and other good and valuable consideration of lawful money paid unto it by TMS Mortgage, Inc. ("Assignee") at the time of execution hereof, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto The said Assignee, its successors and assigns, all of its right, title and interest in that certain Mortgage ("Mortgage") given and executed by AARON W. SHAFFER to and in favor of Public Savings Bank Dated May 14, 1998 in the original principal amount of FORTY NINE THOUSAND FIVE HUNDRED DOLLARS AND 00/100. (\$49,500.00) said Mortgage having been filed of record in the Recorder of Deeds Office in and for the County of COLUMBIA, State of PENNSYLVANIA, on MAY 21, 1998 In Book #688, Page # 737.

The Mortgage encumbers certain real property known as 106 S Vine Street, ~~TOWNSHIP OF BERWICK~~, PENNSYLVANIA 18603, Parcel # 04B-06-02, Columbia County, STATE OF PENNSYLVANIA.

TOGETHER WITH all monies, principal and interest, due and to grow due thereon, with the Note to the said obligation annexed, and all rights, remedies and incidents thereunto belonging.

TO HAVE, HOLD, RECEIVE and TAKE, all and singular, the hereditament and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignor, its successors and assigns, to and for its only proper use, benefit and behoof.

IN WITNESS WHEREOF, PUBLIC SAVINGS BANK HAS EXECUTED THIS ASSIGNMENT THIS 30RD DAY OF June, 2008.

PUBLIC SAVINGS BANK

By:

URI SHOHAM-Chief Financial Officer

Attest:

Name/Title DIANNA ALBANESE-SECRETARY

Commonwealth of Pennsylvania  
County of Montgomery

ON June 30, 2008, before me, , a Notary Public in and for Montgomery County, in the State of Pennsylvania, personally appeared Uri Shoham, Chief Financial Officer, at 2755 Philmont Avenue, Suite 140, Huntingdon Valley PA 19006, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person (s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Expires:

9/12/10

I hereby certify that the address of the Assignee is:

Po Box 1058  
Newark PA 07101

ALO

(This area for Notary Seal)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jonathan L. Zeitz, Notary Public  
Upper Merland Twp., Montgomery County  
My Commission Expires Sept. 12, 2010

Member, Pennsylvania Association of Notaries

# 7587

EXHIBIT "A"

ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

ADDRESS: 106 S. Vine Street, Berwick, PA 18603

BEING Parcel No. 04B-06-02

BEING the same premises which Tobi H. Fineberg and Andrew R. Was, wife and husband, by deed dated December 2, 1989, and recorded in Columbia County, Pennsylvania on December 6, 1989, in Deed Book 442, page 295, granted and conveyed unto Aaron W. Shaffer and Deborah B. Shaffer, his wife, in fee.

AND the said Aaron W. Shaffer by the name of Aaron William Shaffer was divorced from Deborah B. Shaffer by the name of Deborah Anne Shaffer by Decree of Court dated March 5, A.D. 1993 in the Court of Common Pleas of the 26th Judicial District; Columbia County Branch No. 847 of 1992.

SUBJECT to the same conditions, exceptions, reservations and restrictions as are contained in prior deeds forming chain of title.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

PO Box 380  
Bloomsburg, PA 17815

Phone 570-389-5622  
Fax 570-389-5625

**COLUMBIA COUNTY  
SHERIFF'S OFFICE**

# Fax

**To:** Rachel Reckeweg

**From:** Sheriff Timothy T. Chamberlain

**Fax:**

**Pages:** 2

**Phone:**

**Date:** March 19, 2009

**Re:** Shaffer

**CC:**

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

• **Comments:**

Received deed instructions, however a balance of \$3,201.04 remains due.

PARCEL ID: 04B-06-002-000

TAX YEAR: 2009

ALTERNATE ID

EFFECTIVE DATE: 03/01/2009

Year	Authority	Fund
------	-----------	------

Delq Year	Bill Roll	Tax	Interest	Penalty	Other	Pending	Total Amount
2007	PRIM	932.85	99.19	84.52	45.00	.00	1,161.56
2008	PRIM	943.07	7.71	85.03	15.00	.00	1,050.81
<b>Total</b>		1,875.92	106.90	169.55	60.00	.00	2,212.37

Total amount  
due for March.



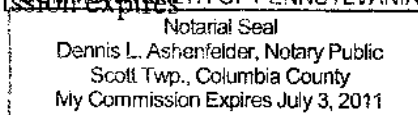
STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

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 February 4, 11, 18, 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 19<sup>th</sup> day of February, 2009.

.....  
(Notary Public)

My commission expires



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.

.....

# MILSTEAD & ASSOCIATES, LLC

Michael J. Milstead, Esq.  
michael@milsteadlaw.com

Nelson Diaz, Esq. PA & NJ  
ndiaz@milsteadlaw.com

Mary Harbert, Esq. PA & NJ  
mharbert@milsteadlaw.com

Renee Royer, Esq. PA & NJ  
royer@milsteadlaw.com

Lisa Ann Thomas, Foreclosure Administrator  
lthomas@milsteadlaw.com

## Attorneys at Law

Woodland Falls Corporate Park  
220 Lake Drive East, Ste 301  
Cherry Hill, New Jersey 08002  
TEL (856) 482-1400 FAX (856) 482-9190

Philadelphia Address:

235 South 13th Street

Philadelphia, PA 19107

Please Reply To: NJ Office

Our File No. 55.08064

January 29, 2009

Office of the Sheriff  
Columbia County Courthouse  
PO Box 380  
Bloomsburg, PA 17815


**Re: The Bank of New York as Co-Trustee under the  
Pooling and Servicing Agreement dated as of July 31,  
1998, Series 1998-B vs. Aaron W. Shaffer  
2008 CV 524 ME  
Affidavit Pursuant to Pa.R.C.P. 3129.2**

Dear Sir/Madam:

Enclosed please find an Affidavit pursuant to Pa.R.C.P. 3129.2. As of the date of this letter, our office has forwarded the original affidavit to the Prothonotary's office to be filed of record.

Thank you for your attention to this matter.

Very truly yours,

  
Gregory Wilkins  
Paralegal

**\*\*\*THE PROPERTY IS LISTED FOR THE February 25, 2009 SHERIFF'S SALE.**

MILSTEAD & ASSOCIATES, LLC  
BY: Mary L. Harbert-Bell, Esquire  
ID No. 80763  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff

**The Bank of New York as Co-Trustee under the  
Pooling and Servicing Agreement dated as of  
July 31, 1998, Series 1998-B,**

**Plaintiff,**

**Vs.**

**Aaron W. Shaffer,**

**Defendant.**

**COURT OF COMMON PLEAS  
COLUMBIA COUNTY**

**NO.: 2008 CV 524 MF**

**AFFIDAVIT PURSUANT TO  
Pa.R.C.P. 3129.2**

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF COLUMBIA

I, Mary L. Harbert-Bell, Esquire, being duly sworn according to law upon my oath,  
depose and say,

1. On January 10, 2009, a copy of the Notice of Sheriff's Sale of Real Property was  
served upon the defendant, Aaron W. Shaffer, by a private process server. A copy of the service  
return is attached hereto and made a part hereof as Exhibit "A".

2. On January 20, 2009, a notice of Sheriff's Sale was served upon lien holders of record  
and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto  
and made a part hereof as Exhibit "B".



Mary L. Harbert-Bell, Esquire  
Attorney ID No. 80763  
Milstead and Associates, LLC

Dated: January 29, 2009

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY PENNSYLVANIA

AFFIDAVIT OF SERVICE

THE BANK OF NEW YORK  
(PLAINTIFF)

VS.

AARON W. SHAFFER  
(DEFENDANT)

CASE and/or DOCKET: 2008 CV 524 MF

I, Robert Wagner, declare that I am a Pennsylvania State Constable and/or a Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state where service was effected. I was authorized by law to perform the said service.

SERVICE UPON: AARON W. SHAFFER

ADDRESS: 249 SUMMERHILL AVE. BERWICK PA 18603

ON: 1/10/09 AT: 103 pm

Description: approx. age 40 height 6'0" weight 220 race W sex M hair blk

With documents: NOTICE OF SHERIFFS SALE OF REAL PROPERTY

Manner of Service

By handing to:

☒ DEFENDANT WAS PERSONALLY SERVED.

☐ ADULT WITH WHOM THE SAID DEFENDANT RESIDES.

Name \_\_\_\_\_ Relationship \_\_\_\_\_

☐ ADULT IN CHARGE OF DEFENDANTS RESIDENCE.

Name \_\_\_\_\_ Relationship \_\_\_\_\_

☐ POSTED PROPERTY

☐ AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.

Name \_\_\_\_\_ Title \_\_\_\_\_

☐ MILITARY STATUS: NO / YES BRANCH \_\_\_\_\_

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

\_\_\_ MOVED \_\_\_ UNKNOWN \_\_\_ NO ANSWER \_\_\_ VACANT \_\_\_ OTHER: \_\_\_\_\_

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES / TIMES:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10 DAY OF  
January 2009

NOTARY

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

TERESA A. MINZOLA, Notary Public

Washington Twp., Berks County

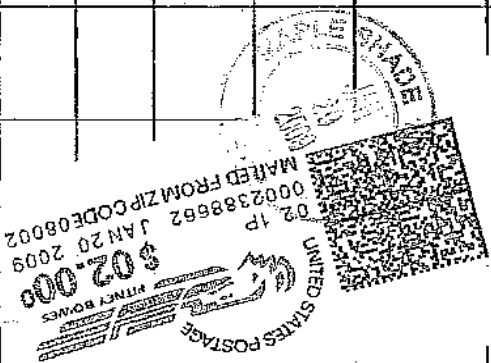
My Commission Expires December 5, 2009

Robert Wagner  
CONSTABLE / PROCESS SERVER

55.08064

NAME AND ADDRESS OF SENDER			INDICATE TYPE OF MAIL			CHECK APPROPRIATE BLOCK FOR			POSTMARK AND DATE OF RECEIPT			
MILSTEAD & ASSOCIATES, LLC Woodland Falls Corporate Park 220 Lake Drive East, Suite 301 Cherry Hill, NJ 08002			<input checked="" type="checkbox"/> Certificate Mailing <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified Mail			<input type="checkbox"/> Registered Mail <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			

Line	Number of Article	Name of Addressee, Street and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender if C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee
1		Tenant/Occupant 106 South Vine Street Berwick, PA 18603										
2		Department of Domestic Relations 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		Embassy Mortgage Corporation 3356 Riverside Drive Columbus, OH 43202-5002										
5		Deborah Anne Shaffer 60 East Main Street, Apt. 1 Bloomsburg, PA 17815										
6												
7												
8												
Total Number of Pieces Listed by Sender			POSTMASTER, PER (Name of receiving employee)			The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.						



PS FORM 3877 55.08064 FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

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

THE BANK OF NEW YORK

VS.

AARON SHAFFER

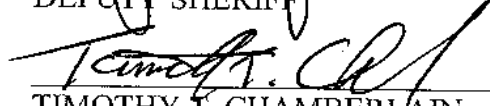
WRIT OF EXECUTION #201 OF 2008 ED

POSTING OF PROPERTY

JANUARY 23, 2009 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF AARON SHAFFER AT 106 SOUTH VINE STREET BERWICK  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY DEPUTY SHERIFF JENNIFER ALLISON.

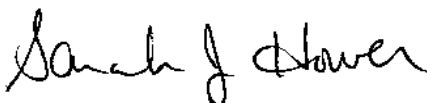
SO ANSWERS:

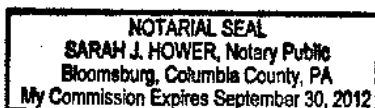
  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29<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) 784-6308

THE BANK OF NEW YORK AS CO-TRUSTEE Docket # 201ED2008  
UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF JULY 31, 1998,  
SERIES 1998-B

VS

MORTGAGE FORECLOSURE

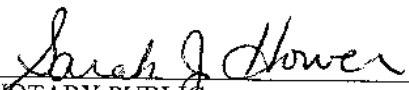
AARON W. SHAFFER

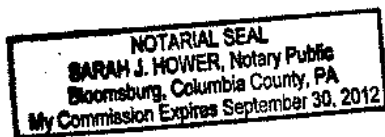
AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, DECEMBER 01, 2008, AT 4:10 PM, SERVED THE WITHIN MORTGAGE  
FORECLOSURE UPON AARON SHAFFER AT 249 SUMMERHILL AVENUE, BERWICK BY  
HANDING TO KAYLA SHAFFER, DAUGHTER, A TRUE AND ATTESTED COPY OF THE  
ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, DECEMBER 04, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC





X  
\_\_\_\_\_  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
\_\_\_\_\_  
P. D'ANGELO  
DEPUTY SHERIFF

MILSTEAD & ASSOCIATES, LLC  
220 LAKE DRIVE EAST  
Suite 301  
CHERRY HILL, NJ 08002

main #1111111111  
- 1111 1111111111

# COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 11/26/2008

SERVICE# 3 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

PERSON/CORP TO SERVED
DEBORAH SHAFFER
60 EAST MAIN STREET ATP 1
BLOOMSBURG

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON \_\_\_\_\_

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

DATE \_\_\_\_\_ TIME \_\_\_\_\_ 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) Moved No Fwd

Does not live at this Add.

Man stated he has been here for years.

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

12-12 10:13 #4

1-8-09 1340 #5 NO Lot 37 gone

1-15-09 1500 #5 Not at Lot 37

DEPUTY

J Allison

DATE

1-16-09

Country Terrace  
↓  
1-15-09  
\*no forward  
address



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

Wednesday, November 26, 2008

**DEBORAH SHAFFER  
60 EAST MAIN STREET ATP 1  
BLOOMSBURG, PA 17815-**

**THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES 1998-B  
VS  
AARON W. SHAFFER**

**DOCKET # 201ED2008**

**JD # 524JD2008**

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office **IMMEDIATELY**.

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

Respectfully,

Timothy T. Chamberlain  
Sheriff of Columbia County

MILSTEAD & ASSOCIATES, LLC  
BY: Mary L. Harbert-Bell, Esquire  
ID No. 80763  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff

The Bank of New York as Co-Trustee  
under the Pooling and Servicing Agreement  
dated as of July 31, 1998, Series 1998-B,

Plaintiff,

Vs.

Aaron W. Shaffer,  
Defendant.

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

No.: 2008 CV 524 MF

*2008 ED-201*  
NOTICE OF SHERIFF'S SALE OF  
REAL PROPERTY PURSUANT  
TO P.A.R.C.P. 3129

TAKE NOTICE:

Your house (real estate) at 106 South Vine Street, Berwick, PA 18603, is scheduled to be sold at sheriff's sale on February 25, 2009 at 9:30 am in the Columbia County Sheriff's Office, 35 West Main Street, Bloomsburg, PA 17815 to enforce the Court Judgment of \$51,318.54 obtained by The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B.

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 Milstead & Associates LLC, Attorney for Plaintiff, back-payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call 856-482-1400.
2. You may be able to stop the Sale by filing a petition asking the court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See notice on following page 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 bid price by calling Milstead & Associates at 856-482-1400.

2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the market value of your property.

3. The Sale will go through only if the Buyer pays the Sheriff the full amount due on the Sale. To find out if this has happened you may call Milstead and Associates at 856-482-1400.

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 house. A Schedule of distribution of the money bid for your house will be filed by the Sheriff on a date specified by the Sheriff not later than thirty days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

7. 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 YOU 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.

Lawyers Referral and Information Service  
Columbia County Bar Association  
168 E. 5th Street  
Bloomsburg, PA 17815  
570-784-8760

55.08064

{00300761}

ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

ADDRESS: 106 S. Vine Street, Berwick, PA 18603

BEING the same premises which Tobi H. Fineberg and Andrew R. Was, wife and husband, by deed dated December 2, 1989, and recorded in Columbia County, Pennsylvania on December 6, 1989, in Deed Book 442, page 295, granted and conveyed unto Aaron W. Shaffer and Deborah B. Shaffer, his wife, in fee.

AND the said Aaron W. Shaffer by the name of Aaron William Shaffer was divorced from Deborah B. Shaffer by the name of Deborah Anne Shaffer by Decree of Court dated March 5, A.D. 1993 in the Court of Common Pleas of the 26th Judicial District; Columbia County Branch No, 847 of 1992.

**Being known as 106 South Vine Street, Berwick, PA 18603**  
**Tax Parcel Number: 04B-06-002**

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

PHONE  
(570) 389-562224 HOUR PHONE  
(570) 784-6300

Postmaster

Date 1-11-08City, State, ZIP Code BloombsburgRequest for Change of Address or Boxholder  
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Deborah Shaffer 37 Country Terrace, Ln  
Address: Bloombsburg PA

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(8)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): \_\_\_\_\_
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): \_\_\_\_\_
3. The names of all known parties to the litigation: \_\_\_\_\_
4. The court in which the case has been or will be heard: \_\_\_\_\_
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness): \_\_\_\_\_

## WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Allison  
Signature  
Allison  
Printed Name

Address 35 West Main St PO Box 380  
City, State, ZIP Code Bloombsburg PA

## FOR POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK

- ☒ Not known at address given NAME and STREET ADDRESS  
☐ Moved, left no forwarding address.  
☐ No such address.

No change of address order on file. NEW ADDRESS or



December 10, 2008

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

**THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES  
1998-B**

**VS.**

**AARON W. SHAFFER**

**DOCKET # 201ED2008**

**JD # 524JD2008**

Dear Timothy:

The amount due on the sewer account #100962 for the property located at 106 S.  
Vine Street Berwick Pa through March 31, 2009 is \$612.97.

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

Sincerely,

Kelly Greer  
Authority Clerk

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 11/26/2008

SERVICE# 1 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

PERSON/CORP TO SERVED
AARON SHAFFER
249 SUMMERHILL AVENUE
BERWICK

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON KAYLA SHAFFER

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

DATE 12.01.08 TIME 1610 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

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

DEPUTY

[Signature]

DATE

12.01.08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 11/26/2008

SERVICE# 4 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

<b>PERSON/CORP TO SERVED</b>
TENANT(S)
106 SOUTH VINE STREET
BERWICK

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON POSTED - VACANT

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

DATE 12-03-08 TIME 1120 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
<u>12-01-08</u>	<u>1035</u>	<u>S-4</u>	<u>L/C</u>

DEPUTY

*[Signature]* DATE 12-03-08



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 11/26/2008

SERVICE# 6 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

PERSON/CORP TO SERVED

CONNIE GINGHER-TAX COLLECTOR

1615 LINCOLN AVE.

BERWICK

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON CONNIE GINGHER

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

DATE 12.01.08 TIME 1005 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

Paul D. Hall

DATE 12.01.08

**Tax Notice** 2008 County & Municipality  
 BERWICK BORO  
**MAKE CHECKS PAYABLE TO:**  
 Connie C Gingher  
 1615 Lincoln Avenue  
 Berwick PA 18603

**HOURS:** MON, TUE, THUR . 9:30 AM - 4 PM  
 CLOSED WEDNESDAY & HOLIDAYS  
 CLOSED FRIDAYS

**PHONE:** 570-752-7442

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

SHAFFER AARON W  
 249 SUMMERHILL AVE  
 BERWICK PA 18603

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

FOR: COLUMBIA COUNTY		DATE		BILL NO.	
		03/01/2008		5835	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	AX AMOUNT DUE	INCL. PENALTY
GENERAL	13.630	6.146	82.09	83.77	92.15
SINKING		1.345	17.96	18.33	20.16
FIRE		1.25	16.70	17.04	17.89
LIGHT		1.75	23.37	23.85	25.04
BORO RE		10.6	141.59	144.48	151.70
The discount & penalty have been calculated for your convenience					
PAY THIS AMOUNT			281.71	287.47	306.94
			April 30 If paid on or before	June 30 If paid on or before	June 30 If paid after

This tax returned to courthouse on: January 1, 2009

FILE COPY

BERWICK AREA SCHOOL DISTRICT		2008 SCHOOL REAL ESTATE DATE 07/01/2008		BILL# 003556		Original	
DESCRIPTION	ASSESSMENT	RATE	2% DISC	FACE AMOUNT	10% PENALTY		
REAL ESTATE	13630	48.1000	642.49	655.60	721.16		
The 2% discount and 10% penalty have been computed for your convenience. Taxes are due now and payable. Prompt payment is requested with your payment. For a receipt, enclose a SASE.							
		<b>PAY THIS AMOUNT</b>	<b>IF PAID ON OR BEFORE</b> Aug 31	<b>IF PAID ON OR BEFORE</b> Oct 31	<b>IF PAID AFTER</b> Nov 1		

M  
A  
I  
L  
T  
O

SHAFFER AARON W  
 249 SUMMERHILL AVE  
 BERWICK PA 18603

NO REFUNDS UNDER \$5.00

PROPERTY DESCRIPTION		ACCT.	3742
PARCEL 04B06 00200000			
106 S VINE ST	2500.00	SCHOOL PENALTY 10%	
0688-0733	11130.00	DELINQUENT TAX TO	
0.06 ACRES		COURTHOUSE DEC 15	

MAKE SEPARATE CHECKS FOR SCHOOL PAYMENT

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 11/26/2008

SERVICE# 7 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON GLORIA BOBERSKI

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

DATE 12-02-08 TIME 1215 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

T. Chamberlain DATE 12-02-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/26/2008

SERVICE# 8 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Maureen Cole

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

DATE 12-1-08 TIME 1427 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. Allison

DATE

12-1-08

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/26/2008

SERVICE# 11 - OF - 14 SERVICES  
DOCKET # 201ED2008

PLAINTIFF

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF  
JULY 31, 1998, SERIES 1998-B

DEFENDANT  
ATTORNEY FIRM

AARON W. SHAFFER  
MILSTEAD & ASSOCIATES, LLC

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Deb Miller

RELATIONSHIP TCB clerk IDENTIFICATION \_\_\_\_\_

DATE 12-1-08 TIME 0943 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. Wilson DATE 12-1-08

COUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 02-DEC-08

FEE: \$5.00

CERT. NO: 5417

SHAFFER AARON W  
249 SUMMERHILL AVE  
BERWICK PA 18603

DISTRICT: BERWICK BORO  
DEED 0442-0295  
LOCATION: P L 18  
PARCEL: 04B-06 -002-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING	COSTS	TOTAL AMOUNT DUE
2007	PRIM	1,146.30	22.89		0.00	1,169.19
TOTAL DUE :						\$1,169.19

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: March , 2009

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2007

REQUESTED BY:

----- Timothy T. Chamberlain, Sheriff  
dm.

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

Wednesday, November 26, 2008

**EMBASSY MORTGAGE CORPORATION  
3356 RIVERSIDE DRIVE  
COLUMBUS, OH 43202-**

**THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF JULY 31, 1998, SERIES 1998-B  
VS  
AARON W. SHAFFER**

**DOCKET # 201ED2008**

**JD # 524JD2008**

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office **IMMEDIATELY**.

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

Respectfully,

Timothy T. Chamberlain  
Sheriff of Columbia County

MILSTEAD & ASSOCIATES, LLC  
BY: Mary L. Harbert-Bell, Esquire  
ID No. 80763  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff

**The Bank of New York as Co-Trustee  
under the Pooling and Servicing Agreement  
dated as of July 31, 1998, Series 1998-B,**

**Plaintiff,**

**Vs.**

**Aaron W. Shaffer,  
Defendant.**

**COURT OF COMMON PLEAS  
COLUMBIA COUNTY**

**No.: 2008 CV 524 MF**

*2008 ED-201*  
**NOTICE OF SHERIFF'S SALE OF  
REAL PROPERTY PURSUANT  
TO P.A.R.C.P.3129**

**TAKE NOTICE:**

Your house (real estate) at 106 South Vine Street, Berwick, PA 18603, is scheduled to be sold at sheriff's sale on February 25, 2009 at 9:30 am in the Columbia County Sheriff's Office, 35 West Main Street, Bloomsburg, PA 17815 to enforce the Court Judgment of \$51,318.54 obtained by The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B.

**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 Milstead & Associates LLC, Attorney for Plaintiff, back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call 856-482-1400.
2. You may be able to stop the Sale by filing a petition asking the court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See notice on following page 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 bid price by calling Milstead & Associates at 856-482-1400.

2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the market value of your property.

3. The Sale will go through only if the Buyer pays the Sheriff the full amount due on the Sale. To find out if this has happened you may call Milstead and Associates at 856-482-1400.

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 house. A Schedule of distribution of the money bid for your house will be filed by the Sheriff on a date specified by the Sheriff not later than thirty days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

7. 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 YOU 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.

Lawyers Referral and Information Service  
Columbia County Bar Association  
168 E. 5th Street  
Bloomsburg, PA 17815  
570-784-8760

55.08064

{00300761}

ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

ADDRESS: 106 S. Vine Street, Berwick, PA 18603

BEING the same premises which Tobi H. Fineberg and Andrew R. Was, wife and husband, by deed dated December 2, 1989, and recorded in Columbia County, Pennsylvania on December 6, 1989, in Deed Book 442, page 295, granted and conveyed unto Aaron W. Shaffer and Deborah B. Shaffer, his wife, in fee.

AND the said Aaron W. Shaffer by the name of Aaron William Shaffer was divorced from Deborah B. Shaffer by the name of Deborah Anne Shaffer by Decree of Court dated March 5, A.D. 1993 in the Court of Common Pleas of the 26th Judicial District; Columbia County Branch No, 847 of 1992.

**Being known as 106 South Vine Street, Berwick, PA 18603**  
**Tax Parcel Number: 04B-06-002**

# REAL ESTATE OUTLINE

ED # 201-08

DATE RECEIVED 11-26-08

DOCKET AND INDEX 11-26-08

## 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# 53467

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

SALE DATE

Feb. 25, 09 TIME 0930

POSTING DATE

Jan 21, 09

ADV. DATES FOR NEWSPAPER

1<sup>ST</sup> WEEK Feb. 4

2<sup>ND</sup> WEEK 11

3<sup>RD</sup> WEEK 18, 09

# SHERIFF'S SALE

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WEDNESDAY FEBRUARY 25, 2009 AT 9:30 AM

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BY VIRTUE OF A WRIT OF EXECUTION NO. 201 OF 2008 ED AND CIVIL WRIT NO. 524 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:

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**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  
Mary Harbert-Bell  
220 Lake Drive East  
Cherry Hill, NJ 08002

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

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220 Lake Drive East  
Cherry Hill, NJ 08002

Sheriff of Columbia County  
Timothy T. Chamberlain  
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Mary Harbert-Bell  
220 Lake Drive East  
Cherry Hill, NJ 08002

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

The Bank of New York as Co-Trustee under  
the Pooling and Servicing Agreement dated  
as of July 31, 1998, Series 1998-B,

Plaintiff,

Vs.

Aaron W. Shaffer,

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

NO.: 2008 CV 524 MF

*2008 ED-201*

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

106 South Vine Street, Berwick, PA 18603  
(see legal description attached)

AMOUNT DUE	\$51,318.54
INTEREST	
From 05/13/2008 to Date	\$
of Sale at \$8.44 per diem	
TOTAL DUE	\$
Plus costs as endorsed	

Dated: 11-20-08

(SEAL)

Tami B. Kline /KPB/  
(clerk) Office of Judicial Support, Common  
Pleas Court of Columbia County, Penna.

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**Being known as 106 South Vine Street, Berwick, PA 18603**  
**Tax Parcel Number: 04B-06-002**



MILSTEAD & ASSOCIATES, LLC  
BY: Mary L. Harbert-Bell, Esquire  
ID No. 80763  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff

**The Bank of New York as Co-Trustee  
under the Pooling and Servicing Agreement  
dated as of July 31, 1998, Series 1998-B,**

**Plaintiff,**

**Vs.**

**Aaron W. Shaffer,**

**Defendant.**

**COURT OF COMMON PLEAS  
COLUMBIA COUNTY**

**No.: 2008 CV 524 MF**

*2008-ED-201*  
**AFFIDAVIT OF SERVICE  
PURSUANT TO RULE 3129.1**

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

**The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement  
dated as of July 31, 1998, Series 1998-B,** Plaintiff in the above entitled cause of action, sets  
forth as of the date the praecipe for writ of execution was filed the following information  
concerning the real property located at 106 South Vine Street, Berwick, PA 18603:

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

Aaron W. Shaffer  
249 Summerhill Avenue  
Berwick, PA 18603

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

Same as above

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

None Known

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

{00300761}

The Bank of New York as Co-Trustee under  
the Pooling and Servicing Agreement dated as  
of July 31, 1998, Series 1998-B  
(Plaintiff herein)  
20 Broad Street  
New York, NY 10005

Embassy Mortgage Corporation  
3356 Riverside Drive  
Columbus, OH 43202-5002

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

None Known

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:

Deborah Anne Shaffer  
60 East Main Street, Apt. 1  
Bloomsburg, PA 17815


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

Tenant/Occupant  
106 South Vine Street  
Berwick, PA 18603

Department of Domestic Relations  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

Commonwealth of Pennsylvania  
Department of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

I verify that the statements made in the 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.

  
\_\_\_\_\_  
Mary L. Harbert-Bell, Esquire  
Attorney for Plaintiff

Date: November 19, 2008

MILSTEAD & ASSOCIATES, LLC  
BY: Mary L. Harbert-Bell, Esquire  
ID No. 80763  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
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Attorney for Plaintiff

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**COURT OF COMMON PLEAS  
COLUMBIA COUNTY**

**No.: 2008 CV 524 MF**


*2008-ED-201*  
**CERTIFICATION**

**CERTIFICATION**

Mary L. Harbert-Bell, Esquire, hereby verifies that she is attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ An FHA Mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 Procedures have been fulfilled

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

  
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6. You may be entitled to a share of the money which was paid for your house. A Schedule of distribution of the money bid for your house will be filed by the Sheriff on a date specified by the Sheriff not later than thirty days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

7. 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 YOU 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.**

Lawyers Referral and Information Service  
Columbia County Bar Association  
168 E. 5th Street  
Bloomsburg, PA 17815  
570-784-8760

55.08064

{00300761}



ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

ADDRESS: 106 S. Vine Street, Berwick, PA 18603

BEING the same premises which Tobi H. Fineberg and Andrew R. Was, wife and husband, by deed dated December 2, 1989, and recorded in Columbia County, Pennsylvania on December 6, 1989, in Deed Book 442, page 295, granted and conveyed unto Aaron W. Shaffer and Deborah B. Shaffer, his wife, in fee.

AND the said Aaron W. Shaffer by the name of Aaron William Shaffer was divorced from Deborah B. Shaffer by the name of Deborah Anne Shaffer by Decree of Court dated March 5, A.D. 1993 in the Court of Common Pleas of the 26th Judicial District; Columbia County Branch No, 847 of 1992.

**Being known as 106 South Vine Street, Berwick, PA 18603**  
**Tax Parcel Number: 04B-06-002**

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

IN RE:

Aaron W. Shaffer a/k/a Aaron  
William Shaffer  
Angela R. Shaffer a/k/a Angie R.  
Shaffer

Debtor

The Bank of New York as Co-Trustee  
under the Pooling and Servicing  
Agreement dated as of July 31, 1998,  
Series 1998-B,

Movant,

vs.

Aaron W. Shaffer a/k/a Aaron William  
Shaffer and Angela R. Shaffer a/k/a  
Angie R. Shaffer,

Debtor / Respondent,

Chapter 13

Case No.: 08-52149-JJT

**ORDER**

AND NOW, it is hereby ORDERED and DECREED that that The Bank of New York as Co-Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B is hereby granted relief from the automatic stay provided for by 11 U.S.C. §362 to permit Movant and/or its successors and/or assigns to take any and all action necessary to enforce its rights as determined by state and/or other applicable law with regard to the real property known as and located at 106 South Vine Street, Berwick, PA 18603, including but not limited to proceeding with foreclosure against said property.



John J. Thomas, Bankruptcy Judge

(PR)

*This document is electronically signed and filed on the same date.*

October 17, 2008

{00285274}

ALL THAT CERTAIN property, SITUATE in the Borough of Berwick, County of Columbia, in the Commonwealth of Pennsylvania, Being more fully described in a Deed dated 12/02/1989, and recorded in Columbia County, Pa., on 12/06/1989, among the Land Records of the County and State set forth above, in Deed Book 442, page 295, and

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**Being known as 106 South Vine Street, Berwick, PA 18603**  
**Tax Parcel Number: 04B-06-002**

**SHORT DESCRIPTION**

**DOCKET NO:** 2008 CV 524 MF

ALL THAT CERTAIN lot or piece of ground situate in Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania

**TAX PARCEL NO:** 04B-06-002

**PROPERTY ADDRESS** 106 South Vine Street  
Berwick, PA 18603

**IMPROVEMENTS:** a Residential Dwelling

**SOLD AS THE PROPERTY OF:** Aaron W. Shaffer

**ATTORNEY'S NAME:** Mary L. Harbert-Bell, Esquire

**SHERIFF'S NAME:** Timothy T. Chamberlain

**SHORT DESCRIPTION**

**DOCKET NO:** 2008 CV 524 MF

ALL THAT CERTAIN lot or piece of ground situate in Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania

**TAX PARCEL NO:** 04B-06-002

**PROPERTY ADDRESS** 106 South Vine Street  
Berwick, PA 18603

**IMPROVEMENTS:** a Residential Dwelling

**SOLD AS THE PROPERTY OF:** Aaron W. Shaffer

**ATTORNEY'S NAME:** Mary L. Harbert-Bell, Esquire

**SHERIFF'S NAME:** Timothy T. Chamberlain



**SHORT DESCRIPTION**

**DOCKET NO:** 2008 CV 524 MF

ALL THAT CERTAIN lot or piece of ground situate in Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania

**TAX PARCEL NO:** 04B-06-002

**PROPERTY ADDRESS** 106 South Vine Street  
Berwick, PA 18603

**IMPROVEMENTS:** a Residential Dwelling

**SOLD AS THE PROPERTY OF:** Aaron W. Shaffer

**ATTORNEY'S NAME:** Mary L. Harbert-Bell, Esquire

**SHERIFF'S NAME:** Timothy T. Chamberlain

**SHORT DESCRIPTION**

**DOCKET NO:** 2008 CV 524 MF

ALL THAT CERTAIN lot or piece of ground situate in Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania

**TAX PARCEL NO:** 04B-06-002

**PROPERTY ADDRESS** 106 South Vine Street  
Berwick, PA 18603

**IMPROVEMENTS:** a Residential Dwelling

**SOLD AS THE PROPERTY OF:** Aaron W. Shaffer

**ATTORNEY'S NAME:** Mary L. Harbert-Bell, Esquire

**SHERIFF'S NAME:** Timothy T. Chamberlain

**SHORT DESCRIPTION**

**DOCKET NO:** 2008 CV 524 MF

ALL THAT CERTAIN lot or piece of ground situate in Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania

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Berwick, PA 18603

**IMPROVEMENTS:** a Residential Dwelling

**SOLD AS THE PROPERTY OF:** Aaron W. Shaffer

**ATTORNEY'S NAME:** Mary L. Harbert-Bell, Esquire

**SHERIFF'S NAME:** Timothy T. Chamberlain

### **WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under within writ may leave same with a watchman, in custody of whomever is found in possession, after notifying 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.



---

Mary L. Harbert-Bell, Esquire  
Attorney for Plaintiff

# MILSTEAD & ASSOCIATES, LLC

Michael J. Milstead, Esq.  
michael@milsteadlaw.com

Nelson Diaz, Esq. PA & NJ  
ndiaz@milsteadlaw.com

Mary Harbert, Esq. PA & NJ  
mharbert@milsteadlaw.com

Renee Royer, Esq. PA & NJ  
royer@milsteadlaw.com

Lisa Ann Thomas, Foreclosure Administrator  
lthomas@milsteadlaw.com

## Attorneys at Law

Woodland Falls Corporate Park  
220 Lake Drive East, Ste 301  
Cherry Hill, New Jersey 08002  
TEL (856) 482-1400 FAX (856) 482-9190

Philadelphia Address:

235 South 13th Street

Philadelphia, PA 19107

Please Reply To: NJ Office

Our File No. 55.08064

November 19, 2008

Office of the Sheriff  
Columbia County Courthouse  
PO Box 380  
Bloomsburg, PA 17815

**Re: The Bank of New York as Co-Trustee under the  
Pooling and Servicing Agreement dated as of July 31,  
1998, Series 1998-B vs. Aaron W. Shaffer  
List property for Sheriff's Sale/Service of Defendants**

Dear Sir/Madam:

Please serve the defendant(s) as listed below:

**Aaron W. Shaffer - 249 Summerhill Avenue, Berwick, PA 18603.**


Also post the handbill on the mortgage premises listed below:

**106 South Vine Street, Berwick, PA 18603**

Once service has been completed please forward the returns to our office in the enclosed self addressed stamped envelope.

Thank you for your attention to this matter.

Very truly yours,

  
Pat Wilkins  
Paralegal

{00300761}

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPRINTED BORDER

53407

**Milstead & Associates LLC**  
220 LAKE DRIVE EAST, SUITE 301  
CHERRY HILL, NJ 08002  
856-482-1400



55-136/312

DATE

CHECK

AMOUNT

11/21/08

\*\*\$1,350.00

\*\*\* ONE THOUSAND THREE HUNDRED FIFTY & 00/100 DOLLARS

PAY  
TO THE  
ORDER  
OF

Columbia County Sheriff

ATTORNEY BUSINESS ACCOUNT

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

053407 031201360 67 8306 21

Stamper Seal, Lined, 1/2" x 1/2" x 1/2"

MP  
MP  
MP