

SHERIFF'S SALE COST SHEET

Sovereign Bank vs. Leah & Brandon Barrett
 NO. 129-09 ED NO. 629-09 JD DATE/TIME OF SALE Sept. 2 1000

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>1,500.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>1,500.00</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>10.50</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>5.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>3,553.96</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>765.96</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>990.96</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u>55.00</u>
TOTAL ***** \$ <u>65.00</u>	

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

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

SURCHARGE FEE (DSTE)	\$ <u>113.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>113.00</u>	

TOTAL COSTS (OPENING BID) \$1,553.96

COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Sovereign Bank vs Leah & Kandra Weir

NO. 129-09 ED NO. 629-09 JD

DATE/TIME OF SALE: Sept. 2 1000

BID PRICE (INCLUDES COST) \$ 105000.00

POUNDAGE - 2% OF BID \$ 2100.00

TRANSFER TAX - 2% OF FAIR MKT \$ 0

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 3903.96

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): Agent for Phelan Halligan & Schweg
Jimmy R. Mull

TOTAL DUE: \$ 3903.96

LESS DEPOSIT: \$ 1350.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 2553.96

REVIEWED / SH



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

Instrument Number - 200805222
Recorded On 5/30/2008 At 9:53:49 AM
* Instrument Type - MORTGAGE
Invoice Number - 121688
* Mortgagor - EVERITT, KEVIN W
* Mortgagee - SOVEREIGN BANK
User - BSL

* Total Pages - 18

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$39.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$93.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX KEVIN TANRIBILIR

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.

Prepared By:

Jennifer Torre
One Aldwyn Lane
Villanova, PA 19085

(610) 520-8304
Return To:

Sovereign Bank, MCS-10-6438-CA5
601 Penn Street
Reading, PA 19601

Parcel Number:
19-11 003100
Premises:
530 RIDGE ROAD
Benton, PA 17814

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 21, 2008** ✓
together with all Riders to this document.

(B) "Borrower" is **KEVIN W. EVERITT** and **KENDRA L. EVERITT** ✓

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Sovereign Bank**

0826907464
PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

0805081027
Form 3039 1/01

Wolters Kluwer Financial Services
VMP®-6(PA) (07/08)

Page 1 of 16

Initials: KWE
KLE

Lender is a **Federal Savings Bank**
organized and existing under the laws of **The United States of America**
Lender's address is **1130 Berkshire Blvd., Wyomissing, PA 19610**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **May 21, 2008**

The Note states that Borrower owes Lender **One Hundred Fifty One Thousand Two Hundred And Zero/100** Dollars

(U.S. \$151,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2038**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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VMP®-6(PA) (0708)

Page 2 of 15

Initials

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Form 3039 1/01

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County

of COLUMBIA

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of 530 RIDGE ROAD

Benton

[City], Pennsylvania 17814

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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VMP®-6(PA) (0708)

Page 3 of 18

Initials: *RWT*

Form 3039 1/01

LEGAL DESCRIPTION

PROPERTY LOCATED AT 530 RIDGE ROAD,
BENTON, COLUMBIA COUNTY, PA 17814

ALL THAT CERTAIN piece, parcel and tract of land, situate in the Township of Jackson, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the north edge of right-of-way of Township Route No. 697, said point also being the southeast corner of Lot No. 5 and the southwest corner of land herein described;

THENCE by Lot No. 5, South 16 degrees, 30 minutes, 49 seconds West, 266.66 feet to a point;

THENCE by Lot No. 7, North 81 degrees, 43 minutes, 54 seconds West, 294.72 feet to a point on west edge of right-of-way of Township Route No. 697;

THENCE by said edge of Township Route No. 697, North 08 degrees, 16 minutes, 06 seconds East, 312.16 feet to a point on north edge of right-of-way of Township Route No. 697;

THENCE by said edge of Township Route No. 697, South 73 degrees, 29 minutes, 11 seconds East, 336.42 feet to the **PLACE OF BEGINNING**.

CONTAINING 2.086 acres of land.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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Page 4 of 16

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Form 3039 1/01

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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VMP®-6(PA) (0708)

Page 5 of 16

In Reply, *Enc. 11/16*

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Form 3039 1/01

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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VMP#-6(PA) (0708)

Page 6 of 16

Initials: *KMS*
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Form 3039 1/01

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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VMP®-6(PA) (0708)

Page 7 of 16

Initials: *HL*

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Form 3039 1/01

PHELAN HALLINAN & SCHMIEG, LLP

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103

Operator Assisted 215-563-7000, Ext 1477

Automated Assisted 320-0007-Ext, 1477

Fax: 215-563-7009

nora.ferrer@fedphe-pa.com

Nora Ferrer
Legal Assistant, ext.1477

Representing Lenders in
Pennsylvania and New Jersey

September 18, 2009

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

Re: Kevin W. Everitt & Kendra L. Everitt
530 Ridge Road
Benton, PA 17814
No. 2009-CV-629

Dear Sir or Madam:

I hereby assign my bid on the above captioned property, which was knocked-down to Daniel G. Schmieg as "attorney-on-the-writ" to FEDERAL HOME LOAN MORTGAGE CORPORATION, 5000 Plano Parkway, Carrollton, TX 75010.

Please record the Sheriff's Deed and send a copy via facsimile at your earliest convenience.

In addition, please find enclosed two (2) Statements of Value along with two (2) stamped self-addressed envelopes for your convenience.

Thank you in advance for your cooperation in this matter.

Yours truly,

Nora Ferrer

Enclosure

cc: Sovereign Bank

Account No. 202718

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

TD BANK, N.A.
PHILADELPHIA, PA 19148

3-180/360

CHECK NO
887633

JR 12/11/2009

DATE	AMOUNT
12/11/2009	*****2,553.96

Void after 180 days

Pay TWO THOUSAND FIVE HUNDRED FIFTY THREE AND 96/100 DOLLARS

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

Phelan S. Hallinan

⑈887633⑈ ⑆036001808⑆36 150866 6⑈

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

FACSIMILE TRANSMITTAL SHEET

TO: <i>Nora</i>	FROM: <i>Chamberlain</i>
COMPANY:	DATE: <i>9-21-09</i>
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: <i>3</i>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: <i>Event #</i>	YOUR REFERENCE NUMBER:

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

NOTES/COMMENTS:

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorders 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 based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name

Telephone Number:

PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400

Area Code (215) 563-7000

Street Address

One Penn Center at Suburban Station
1617 JFK Blvd.

City

Philadelphia

State

PA

Zip Code

19103

B TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)

Timothy T. Chamberlain - Sheriff
Columbia County Courthouse

Grantee(s)/Lessee(s)

FEDERAL HOME LOAN MORTGAGE CORPORATION

Street Address

P.O. Box 380, 35 W. Main St.

Street Address

5000 Plano Parkway

City

Bloomsburg

State

PA

Zip Code

17815

City

Carrollton

State

TX

Zip Code

75010

C PROPERTY LOCATION

Street Address

530 Ridge Road , Benton, PA 17814

City, Township, Borough

Jackson Township

County

COLUMBIA

School District

Jackson Township

Tax Parcel Number

19-11-003-10,000

D VALUATION DATA

1. Actual Cash Consideration

\$105,000.00

2. Other Consideration

+ -0-

3. Total Consideration

= \$105,000.00

4. County Assessed Value

\$38,507.00

5. Common Level Ratio Factor

x 3.69

6. Fair Market Value

= \$ 142,090.83

E EXEMPTION DATA

1a. Amount of Exemption Claimed

100%

1b. Percentage of Interest Conveyed

100%

1c. Percentage of Grantor's Interest Conveyed

100 %

2. Check Appropriate Box Below for Exemption Claimed

☐ Will or intestate succession _____
(Name of Decedant) (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 States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
(if condemnation or in lieu of condemnation, attach a copy of resolution.)

☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
(If condemnation or in lieu of condemnation, attach copy of resolution.)

☐ 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. **Transfer to FEDERAL HOME LONA MORTGAGE CORPORATION "This Transfer is an exempt transaction based on 72 P.S. Sect. 8102-C.3.(2) and 12 U.S.C. Sect. 1723a (c) (2)**

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

Nora M. Ferrer

Date:

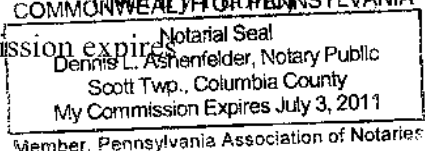
9/18/09

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice August 12, 19, 26, 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 26th day of August, 2009.

My commission expires (Notary Public)


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.

PHELAN HALLINAN & SCHMIEG

Suite 1400

1617 JFK Boulevard

Philadelphia, PA 19103-1814

215-563-7000

Fax (215) 563-3826

kinyon.lanier@fedphe.com

KINYON LANIER

Legal Assistant

Date: 7/26/09

Office of the Prothonotary
COLUMBIA County Courthouse

Representing Lenders in
Pennsylvania and New Jersey

Re: SOVEREIGN BANK
VS.
KEVIN W. EVERITT and KENDRA L. EVERITT
NO: 2009-CV-629
PHS#: 202718

AFFIDAVIT OF SERVICE OF LIENHOLDERS PURSUANT TO RULE 3129

Dear Sir/Madam:

Enclosed please find an Affidavit of Service Pursuant to Rule 3129 with the necessary attachments regarding the above matter.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

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

****Property is listed for the SEPTEMBER 2, 2009 Sheriff Sale****

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

Very truly yours,

PHELAN HALLINAN & SCHMIEG

By: *Kinyon Lanier*
KINYON LANIER, Legal Assistant

cc: Sheriff of COLUMBIA County
ATTN:

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PENNSYLVANIA

SOVEREIGN BANK	:	COLUMBIA COUNTY
Plaintiff,	:	COURT OF COMMON PLEAS
v.	:	
	:	CIVIL DIVISION
KEVIN W. EVERITT	:	
KENDRA L. EVERITT	:	NO. 2009-CV-629
Defendant(s)	:	

**AFFIDAVIT OF SERVICE OF LIENHOLDERS PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO Pa. R.C.P. 405 OF NOTICE OF SALE**

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

I, the undersigned attorney for SOVEREIGN BANK hereby verify as follows:

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: 530 RIDGE ROAD 601 PENN STREET 601 PENN STREET, BENTON, PA 17814 530 RIDGE ROAD.

As required by Pa. R.C.P. 3129.1(a) Notice of Sale has been given to all known Lienholders and any known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address, set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto Exhibit "A".

PHELAN, HALLINAN & SCHMIEG, LLP

By: _____

Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

Date: 7/20/09

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

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

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

U.S. SMALL BUSINESS ADMINISTRATION
PHILADELPHIA DISTRICT OFFICE
ROBERT N.C. NIX FEDERAL BUILDING
900 MARKET STREET-5TH FLOOR
PHILADELPHIA, PA 19107

2. Article Number
(Transfer from service label)

7007 2560 0002 1259 5366

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

INTERNAL REVENUE SERVICE
TECHNICAL SUPPORT GROUP
WILLIAM GREEN FEDERAL BUILDING
600 ARCH STREET ROOM 3259
PHILADELPHIA, PA 19106

2. Article Number
(Transfer from service label)

7007 2560 0002 1259 5373

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Commonwealth of PA
PO Box 2675
harrisburg, PA 17105

2. Article Number
(Transfer from service label)

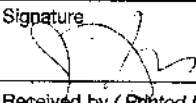
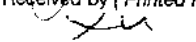
7007 2560 0002 1259 5335

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

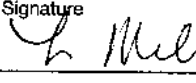
COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee
X
B. Received by (Printed Name) 
C. Date of Delivery 7/1/09
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

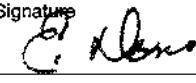
COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee
X
B. Received by (Printed Name) L. MILITON JUN 29 2009
C. Date of Delivery JUN 29 2009
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee
X
B. Received by (Printed Name) E. DONOFF JUN 29 2009
C. Date of Delivery JUN 29 2009
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

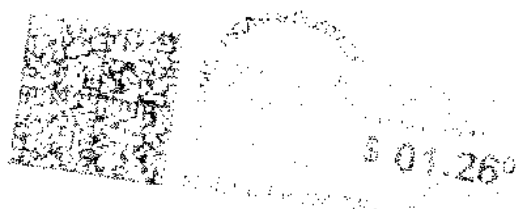
4. Restricted Delivery? (Extra Fee) ☐ Yes

Name and Address of Sender

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

SUPPORT TEAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	TENANT/OCCUPANT 530 RIDGE ROAD BENTON, PA 17814		
2	****	DOMESTIC RELATIONS OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		RE:KEVIN W. EVERITT PHS #202718. TEAM 3/JVS		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	



TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6100

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

SOVEREIGN BANK

VS.

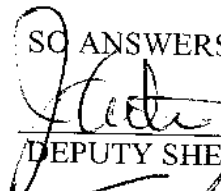
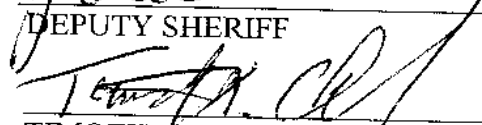
KEVIN & KENDRA EVERITT

WRIT OF EXECUTION #129 OF 2009 ED

POSTING OF PROPERTY

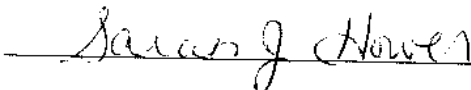
July 30, 2009 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF KEVIN & KENDRA EVERITT AT 530 RIDGE ROAD BENTON
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY
COLUMBIA COUNTY CHIEF DEPUTY SHERIFF JAMES ARTER.

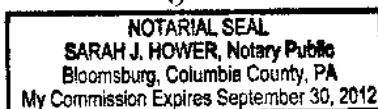
SO ANSWERS:


DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 30TH DAY OF JULY 2009





TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 300
BLOOMSBURG, PA. 17815
FAX: (570) 309-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

SOVEREIGN BANK

Docket # 129ED2009

VS

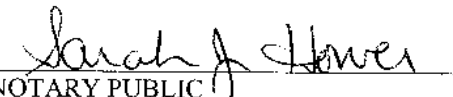
MORTGAGE FORECLOSURE

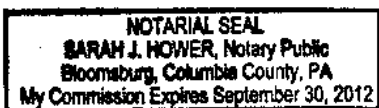
KEVIN W. EVERITT
KENDRA L. EVERITT

AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, JULY 06, 2009, AT 8:20 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON KEVIN EVERITT AT SHERIFF'S OFFICE, BLOOMSBURG BY HANDING TO KEVIN EVERITT, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME
THIS MONDAY, JULY 06, 2009


NOTARY PUBLIC



SO ANSWERS,



SHERIFF TIMOTHY T. CHAMBERLAIN


X
J. ARTER
DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

SOVEREIGN BANK

Docket # 129ED2009

VS

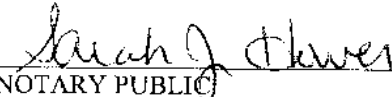
MORTGAGE FORECLOSURE

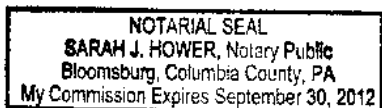
KEVIN W. EVERITT
KENDRA L. EVERITT

AFFIDAVIT OF SERVICE


NOW, THIS MONDAY, JUNE 29, 2009, AT 3:40 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON KENDRA EVERITT AT 200 MARKET STREET, BENTON BY HANDING TO KENDRA EVERITT, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME
THIS MONDAY, JULY 06, 2009


NOTARY PUBLIC



SO ANSWERS,



SHERIFF TIMOTHY T. CHAMBERLAIN


X
J. ARTER
DEPUTY SHERIFF

Shantz

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

SOVEREIGN BANK	:	Court of Common Pleas
Plaintiff	:	
	:	Civil Division
vs.	:	
KEVIN W. EVERITT	:	COLUMBIA County
KENDRA L. EVERITT	:	
	:	No. 2009-CV-629
Defendants	:	

AND NOW, this 15th day of July, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$150,661.92
Interest Through September 2, 2009	\$9,134.54
Per Diem \$27.06	
Late Charges	\$242.00
Legal fees	\$1,325.00
Cost of Suit and Title	\$912.50
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$62.10
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium/	\$311.36
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$1,804.62
TOTAL	\$164,454.04

Plus interest from September 2, 2009 through the date of sale at six percent per annum.

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

BY THE COURT

15/ Scott W. Kaus
J.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 6/22/2009

SERVICE# 1 - OF - 11 SERVICES
DOCKET # 129ED2009

PLAINTIFF SOVEREIGN BANK

DEFENDANT KEVIN W. EVERITT
KENDRA L. EVERITT

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
KEVIN EVERITT	MORTGAGE FORECLOSURE
530 RIDGE ROAD	
BENTON	

SERVED UPON KEVIN

RELATIONSHIP DEF IDENTIFICATION _____

DATE 7-6-9 TIME 0820 MILEAGE _____ OTHER _____

Race ____ Sex ____ Height ____ Weight ____ Eys ____ Hair ____ Age ____ Military ____

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA ____ POB ____ POE ____ CCSO X
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>6-27-9</u>	<u>1510</u>	<u>2</u>	<u>L. C.</u>
<u>7-3-9</u>	<u>1710</u>	<u>2</u>	<u>L. C.</u>

DEPUTY

DATE 7-6-9

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 6/22/2009

SERVICE# 2 - OF - 11 SERVICES
DOCKET # 129ED2009

PLAINTIFF SOVEREIGN BANK

DEFENDANT KEVIN W. EVERITT
KENDRA L. EVERITT

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
KENDRA EVERITT	MORTGAGE FORECLOSURE
530 RIDGE ROAD	
BENTON	

SERVED UPON KENDRA

RELATIONSHIP DEF IDENTIFICATION _____

DATE 6-29-9 TIME 1540 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) REG. MAIL. ST. BENTON

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

DATE 6-29-9

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 299-5625

PHONE
(570) 399-5422

24 HOUR PHONE
(570) 794-4300

Thursday, June 25, 2009

LISA WYLLIE-TAX COLLECTOR
PO BOX 156
BENTON, PA 17814-

SOVEREIGN BANK
VS
KEVIN W. EVERITT
KENDRA L. EVERITT

DOCKET # 129ED2009

JD # 629JD2009

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.

BENTON AREA SCHOOL DIST			2009 SCHOOL REAL ESTATE DATE 07/01/2009 BILL# 002312			TAXPAYER COPY		
JACKSON TWP			DESCRIPTION	ASSESSMENT	RATE	2% DISC	PAGE AMOUNT	10% PENALTY
MAKE CHECKS PAYABLE TO:			REAL ESTATE	38507	41.5000	1338.33	1365.64	1502.20
Lisa A Wyllie								
PO Box 156								
Benton, PA 17814								
HOURS Last Monday of each month 6-8p			ASSESSED VALUE	59507	2598.04	1338.33	1365.64	1502.20
except holidays			HOMESTEAD REDUCTION	5600	+232.40			
Saturday Aug 29 9-11am						IF PAID ON	IF PAID ON	IF PAID
PHONE 570-925-2336			TAXABLE ASSESSMENT	22907	1365.64	OR BEFORE	OR BEFORE	AFTER
						AUG 31	OCT 31	NOV 1

SCHOOL PENALTY AT 10%

EVERITT KEVIN W & KENDRA L
530 RIDGE RD
BENTON PA 17814

PROPERTY DESCRIPTION		ACCT.
PARCEL 19 11 00310000		777
530 RIDGE RD	6525.00	
20020-2441	31982.00	
2.08 ACRES		

TAXES RETURNED
TO COURT HOUSE
JANUARY 1, 2010

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 6/22/2009

SERVICE# 4 - OF - 11 SERVICES
DOCKET # 129ED2009

PLAINTIFF SOVEREIGN BANK

DEFENDANT KEVIN W. EVERITT
KENDRA L. EVERITT

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
LISA WYLLIE-TAX COLLECTOR	MORTGAGE FORECLOSURE
PO BOX 156 471 Distillery hill Benton	
BENTON	

SERVED UPON 152

RELATIONSHIP Tax Collector IDENTIFICATION _____

DATE 6-25-9 TIME 1530 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) 471 Distillery hill
Road Benton

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

J. Galt

DATE _____

COUNTY OF COLUMBIA
REAL ESTATE TAX CERTIFICATION

Date: 06/29/2009

Fee: \$5.00

Cert. NO: 6322

EVERITT KEVIN W & KENDRA L
530 RIDGE RD
BENTON PA 17814

District: JACKSON TWP
Deed: 20020 -2441
Location: 530 RIDGE RD
Parcel Id:19 -11 -003-10,000

Assessment: 38,507
Balances as of 06/29/2009

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

NO TAX CLAIM TAXES DUE

By: Sheriff's Office

Per: Timothy Chamberlain

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 6/22/2009

SERVICE# 5 - OF - 11 SERVICES
DOCKET # 129ED2009

PLAINTIFF SOVEREIGN BANK

DEFENDANT KEVIN W. EVERITT
KENDRA L. EVERITT

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

SERVED UPON Maureen Cole

RELATIONSHIP Customer Service IDENTIFICATION _____

DATE 6-26-9 TIME 1400 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS	DATE	TIME	OFFICER	REMARKS
----------	------	------	---------	---------

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

DEPUTY

[Signature]

DATE 6-26-9

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 6/22/2009

SERVICE# 8 - OF - 11 SERVICES
DOCKET # 129ED2009

PLAINTIFF SOVEREIGN BANK

DEFENDANT KEVIN W. EVERITT
KENDRA L. EVERITT

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Renae Newhart

RELATIONSHIP Office Manager IDENTIFICATION _____

DATE 6-26-09 TIME 0940 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

6-26-09

REAL ESTATE OUTLINE

ED # 179-09

DATE RECEIVED

6-28-09

DOCKET AND INDEX

6-28-09

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# 815769

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

SALE DATE

Sept. 2, 09 TIME 1000

POSTING DATE

July 2, 09

ADV. DATES FOR NEWSPAPER

1ST WEEK July 2, 09

2ND WEEK July 9, 09

3RD WEEK July 16, 09

SHERIFF'S SALE

WEDNESDAY SEPTEMBER 2, 2009 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 129 OF 2009 ED AND CIVIL WRIT NO. 629 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel and tract of land situate in the Township of Jackson, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point on the north edge of right-of-way of Township Route No. 697; said point also being the southeast corner of Lot No. 5 and the southwest corner of land herein described; then by Lot No. 5 south 16 degrees 30 minutes 49 seconds west 266.66 feet to a point; then by Lot No. 7 north 81 degrees 43 minutes 54 seconds west 294.72 feet to a point on west edge of right-of-way of Township Route No. 697; then by said edge of Township Route 697 north 8 degrees 16 minutes 06 seconds east 312.16 feet, to a point on north edge of right of way of Township Route No. 697; then by said edge of Township Route south 73 degrees 29 minutes 11 seconds east 336.42 feet to the place of Beginning.

CONTAINING 2.086 acres of land.

TITLE TO SAID PREMISES IS VESTED IN Kevin W. Everitt and Kendra L. Everitt, his wife, by Deed from Kent W. Seely and Marcia L. Seely, his wife, dated 02/27/2002, recorded 02/28/2002 in Instrument Number 200202441.

Premises being: 530 RIDGE ROAD, BENTON, PA 17814

Tax Parcel #19-11-003-10,000

TERMS OF SALE

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

REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within (8) days after the sale is cash, certified check or cashier's check.

IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

Plaintiff's Attorney
Daniel Schmieg
1617 JFK Blvd
Philadelphia, PA 19106

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

SHERIFF'S SALE

WEDNESDAY SEPTEMBER 2, 2009 AT 10:00 AM

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Plaintiff's Attorney
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1617 JFK Blvd
Philadelphia, PA 19106

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

SHERIFF'S SALE

WEDNESDAY SEPTEMBER 2, 2009 AT 10:00 AM

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Plaintiff's Attorney
Daniel Schmieg
1617 JFK Blvd
Philadelphia, PA 19106

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

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

SOVEREIGN BANK

vs.

KEVIN W. EVERITT

KENDRA L. EVERITT

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 2009-CV-629

2009-ED-129
WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 530 RIDGE ROAD, BENTON, PA 17814
(See Legal Description attached)

Amount Due	<u>\$158,428.16</u>
Additional Fees and Costs	<u>\$1,512.50</u>
Interest from 6/4/09 to Sale	\$..... and costs.
at \$26.40per diem	

Tam B Kline /KPB/

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

Dated 6-22-09
(SEAL)

PHS#202718

Phelan Hallinan & Schmieg, LLP

By: Daniel G. Schmieg, Esquire

Identification No. 62205

Jay B. Jones, Esquire

Identification No. 86654

Andrew L. Spivack

Identification No. 84439

Jenine R. Davey

Identification No. 87077

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

Attorney for Plaintiff

SOVEREIGN BANK

Plaintiff,

v.

KEVIN W. EVERITT

KENDRA L. EVERITT

Defendant(s).

: COLUMBIA COUNTY

:

**: COURT OF COMMON
: PLEAS**

:

: CIVIL DIVISION

:

: NO. 2009-CV-629

:

:

:

:

:

:

2009-ED-129

CERTIFICATION

The undersigned attorney hereby verifies that he is the attorney for the Plaintiff in the above-captioned matter and that the premises is not subject to the provisions of Act 91 because it is:

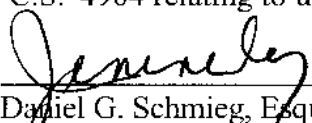
☐ an FHA Mortgage

☐ non-owner occupied

☐ vacant

☒ Act 91 procedures have been fulfilled

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



Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
Jay B. Jones, Esquire
Identification No. 86654
Andrew L. Spivack
Identification No. 84439
Jenine R. Davey
Identification No. 87077
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

SOVEREIGN BANK

Plaintiff,

v.

KEVIN W. EVERITT

KENDRA L. EVERITT

Defendant(s).

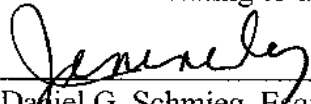
: **COLUMBIA COUNTY**
:
: **COURT OF COMMON**
: **PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2009-CV-629**
: *2009-ED-129*
:
:
:

CERTIFICATION

The undersigned attorney hereby verifies that he is the attorney for the Plaintiff in the above-captioned matter and that the premises is not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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



Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire
Identification No. 62205
Jay B. Jones, Esquire
Identification No. 86654
Andrew L. Spivack
Identification No. 84439
Jenine R. Davey
Identification No. 87077
One Penn Center Plaza
1617 JFK Boulevard, Ste. 1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

SOVEREIGN BANK

vs.

KEVIN W. EVERITT
KENDRA L. EVERITT

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2009-CV-629
:
: 2009-ED-129

VERIFICATION OF NON-MILITARY SERVICE

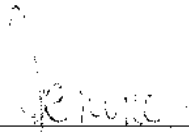
The undersigned attorney hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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

(b) that defendant KEVIN W. EVERITT is over 18 years of age and resides at **530 RIDGE ROAD, BENTON, PA 17814.**

(c) that defendant KENDRA L. EVERITT is over 18 years of age, and resides at **530 RIDGE ROAD, BENTON, PA 17814.**

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



Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey, Esquire

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
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Identification No. 87077
One Penn Center Plaza
1617 JFK Boulevard, Ste.1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

SOVEREIGN BANK

vs.

KEVIN W. EVERITT
KENDRA L. EVERITT

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2009-CV-629
:
: 2009-ED-129

VERIFICATION OF NON-MILITARY SERVICE

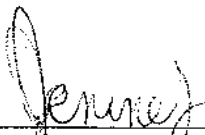
The undersigned attorney hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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(b) that defendant KEVIN W. EVERITT is over 18 years of age and resides at **530 RIDGE ROAD, BENTON, PA 17814.**

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



Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey, Esquire

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

Attorney for Plaintiff

SOVEREIGN BANK

Plaintiff,

v.

KEVIN W. EVERITT

KENDRA L. EVERITT

Defendant(s).

: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2009-CV-629**

: *2009-ED-129*
:
:
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)

SOVEREIGN BANK, Plaintiff in the above action, by its attorney, the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **530 RIDGE ROAD, BENTON, PA 17814**.

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

NAME

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

KEVIN W. EVERITT

530 RIDGE ROAD
BENTON, PA 17814

KENDRA L. EVERITT

530 RIDGE ROAD
BENTON, PA 17814

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

NAME

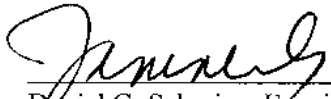
ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:
- | NAME | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|------|--|
| NONE | |
4. Name and address of the last recorded holder of every mortgage of record:
- | NAME | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|------|--|
| NONE | |
5. Name and address of every other person who has any record lien on the property:
- | NAME | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|------|--|
| NONE | |
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:
- | NAME | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|------|--|
| NONE | |
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:
- | NAME | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|---|--|
| TENANT/OCCUPANT | 530 RIDGE ROAD
BENTON, PA 17814 |
| DOMESTIC RELATIONS OF
COLUMBIA COUNTY | COLUMBIA COUNTY COURTHOUSE
P.O. BOX 380
BLOOMSBURG, PA 17815 |
| COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE | P.O. BOX 2675
HARRISBURG, PA 17105 |

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

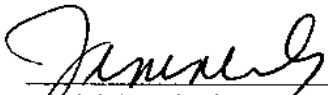
June 15, 2009
Date


Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey
Attorney for Plaintiff

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NAME ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)
NONE
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NAME ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)
NONE
5. Name and address of every other person who has any record lien on the property:
NAME ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)
NONE
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:
NAME ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)
NONE
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:
NAME ADDRESS (If address cannot be reasonably
ascertained, please so indicate.)
TENANT/OCCUPANT 530 RIDGE ROAD
BENTON, PA 17814
DOMESTIC RELATIONS OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE
P.O. BOX 380
BLOOMSBURG, PA 17815
COMMONWEALTH OF PENNSYLVANIA P.O. BOX 2675
DEPARTMENT OF WELFARE HARRISBURG, PA 17105

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June 15, 2009
Date


Daniel G. Schmieg, Esquire
Jay B. Jones, Esquire
Andrew L. Spivack, Esquire
Jenine R. Davey
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

By: Daniel G. Schmieg, Esquire

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Jenine R. Davey

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

Attorney for Plaintiff

SOVEREIGN BANK

Plaintiff,

v.

KEVIN W. EVERITT

KENDRA L. EVERITT

Defendant(s).

: COLUMBIA COUNTY

:

**: COURT OF COMMON
: PLEAS**

:

: CIVIL DIVISION

:

: NO. 2009-CV-629

:

:

:

2009-ED-129

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

**TO: KEVIN W. EVERITT
530 RIDGE ROAD
BENTON, PA 17814**

**KENDRA L. EVERITT
530 RIDGE ROAD
BENTON, PA 17814**

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

Your house (real estate) at **530 RIDGE ROAD, BENTON, PA 17814** is scheduled to be sold at Sheriff's Sale on _____, at _____ a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$158,428.16** obtained by SOVEREIGN BANK, (the Mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P., Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The Sale will be cancelled if you pay to the Mortgagee, SOVEREIGN BANK, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call (215) 563-7000.
2. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the better chance you will have of stopping the Sale. (See the Notice below on how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 563-7000.
2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the value of your property.
3. The Sale will go through only if the buyer pays the Sheriff the full amount due in the Sale. To find out if this has happened, you may call (215) 563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A Schedule of Distribution of the money bid for real estate will be filed by the Sheriff. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reason why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the Schedule of Distribution is filed.
7. You may also have other rights and defenses or ways of getting your home back if you act immediately after the Sale.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

DESCRIPTION

ALL that certain piece, parcel and tract of land situate in the Township of Jackson, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point on the north edge of right-of-way of Township Route No. 697; said point also being the southeast corner of Lot No. 5 and the southwest corner of land herein described; then by Lot No. 5 south 16 degrees 30 minutes 49 seconds west 266.66 feet to a point; then by Lot No. 7 north 81 degrees 43 minutes 54 seconds west 294.72 feet to a point on west edge of right-of-way of Township Route No. 697; then by said edge of Township Route 697 north 8 degrees 16 minutes 06 seconds east 312.16 feet, to a point on north edge of right of way of Township Route No. 697; then by said edge of Township Route south 73 degrees 29 minutes 11 seconds east 336.42 feet to the place of Beginning.

CONTAINING 2.086 acres of land.

TITLE TO SAID PREMISES IS VESTED IN Kevin W. Everitt and Kendra L. Everitt, his wife, by Deed from Kent W. Seely and Marcia L. Seely, his wife, dated 02/27/2002, recorded 02/28/2002 in Instrument Number 200202441.

Premises being: 530 RIDGE ROAD, BENTON, PA 17814
Tax Parcel #19-11-003-10,000

SHORT DESCRIPTION

By virtue of Writ of Execution No.2009-cv-629

SOVEREIGN BANK

VS

KEVIN W. EVERITT and KENDRA L. EVERITT

Owners of property situate in the **TOWNSHIP OF JACKSON, Columbia County, Pennsylvania**

Being (MUNICIPALITY)

530 RIDGE ROAD, BENTON PA 17814

PARCEL NO. 19-11-003-10, 000

IMPROVEMENTS THEREON: RESIDENTIAL DWELLING

DANIEL G. SCHMIEG, ESQUIRE

JAY B. JONES, ESQUIRE

ANDREW L. SPIVACK, ESQUIRE

JENINE R. DAVEY, ESQUIRE

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Premises being: 530 RIDGE ROAD, BENTON, PA 17814
Tax Parcel #19-11-003-10,000

SHERIFF'S RETURN

SOVEREIGN BANK

Plaintiff

vs.

KEVIN W. EVERITT

KENDRA L. EVERITT

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 2009-CV-629 CD

WRIT

ISSUED

NOW, _____ 20__ I, _____ High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of _____ County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is _____

Sheriff, Columbia County, Pennsylvania

By _____
Deputy Sheriff

AFFIDAVIT OF SERVICE

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

_____ upon _____

at _____

_____ by handing to _____

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

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 20 _____

Notary Public

BY: _____

Sheriff

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

return

So Answers,

Sheriff

Deputy Sheriff

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN		INSTRUCTIONS: Please type or print legibly, insuring readability of all copies. Do not detach any copies.
Plaintiff SOVEREIGN BANK		Expiration date Court Number 2009-CV-629
Defendant KEVIN W. EVERITT & KENDRA L. EVERITT		Type or Writ of Complaint EXECUTION/NOTICE OF SALE
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE. KENDRA L. EVERITT ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 530 RIDGE ROAD, BENTON, PA 17814	

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

SERVE DEFENDANT WITH THE NOTICE OF SALE.
 NOW, _____, 200_, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

 Sheriff of COLUMBIA County, Penna.

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

Signature of Attorney or other Originator requesting service on behalf of <u>XX</u> Plaintiff _____ Defendant ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814	Telephone Number (215)563-7000	Date
---	--	------

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

PLAINTIFF	Court Number
-----------	--------------

RETURNED:		
AFFIRMED and subscribed to before me this _____ day of _____ 20____	SO ANSWERS Signature of Dep. Sheriff	Date
	Signature of Sheriff	Date
	Sheriff of	

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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

Expiration date

Plaintiff SOVEREIGN BANK	Court Number 2009-CV-629
------------------------------------	------------------------------------

Defendant KEVIN W. EVERITT & KENDRA L. EVERITT	Type or Writ of Complaint EXECUTION/NOTICE OF SALE
--	--

SERVE **AT** {

	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.
	ADDRESS (Street or RFD), Apartment No., City, Boro, Twp., State and Zip Code)
	530 RIDGE ROAD, BENTON, PA 17814

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

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

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

Sheriff of COLUMBIA County, Penna.

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

Signature of Attorney or other Originator requesting service on behalf of <u>XX</u> Plaintiff ____ Defendant	Telephone Number	Date
ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814	(215)563-7000	

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

PLAINTIFF	Court Number
-----------	--------------

RETURNED:

AFFIRMED and subscribed to before me this _____ day	SO ANSWERS Signature of Dep. Sheriff	Date
of _____ 20	Signature of Sheriff	Date
	Sheriff of	

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

TD BANK N.A.
PHILADELPHIA, PA 19148

3-180/360

CHECK NO
816769

ENR 06/15/2009

DATE	AMOUNT
06/15/2009	*****1,350.00

Pay ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

Void after 180 days

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

Frank S. Hallinan

⑈B16769⑈ ⑆036001808⑆36 150866 6⑈