



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

Instrument Number - 200705302

Recorded On 5/23/2007 At 2:45:01 PM

\* Total Pages - 17

\* Instrument Type - MORTGAGE

Invoice Number - 109320

\* Mortgagor - DAVIS, STEPHANIE M

\* Mortgagee - FIRST COLUMBIA BANK & TRUST CO

User - BJM

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$37.50
RECORDING FEES -	\$37.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$90.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
BOX ARLIN THRUSH

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: FIRST COLUMBIA BANK & TRUST CO  
11 WEST MAIN STREET  
BLOOMSBURG, PA 17815  
(570) 784-1660

Return To: FIRST COLUMBIA BANK & TRUST CO  
11 WEST MAIN STREET  
BLOOMSBURG, PA 17815  
(570) 784-1660

Parcel Number: 04D-07-039

Premises: 1227 2ND AVENUE, BERWICK, PA 18603

\_\_\_\_Commonwealth of Pennsylvania \_\_\_\_Space Above This Line For Recording Data \_\_\_\_

## OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 05-23-2007 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

STEPHANIE M. DAVIS and DAVID J. MACKES  
7035C MOUNTAIN LANE  
BERWICK, PA 18603

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

*debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

NOTE DATED 05/23/2007 IN THE AMOUNT OF \$467,000.00 IN THE NAME OF MACKES ELECTRIC, INC.

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.

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the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 13. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 14. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

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consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**16. DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the

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- migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
  - E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
  - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
  - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
  - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
  - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
  - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
  - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly

"household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

**30. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**



EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

PARCEL NO. 1

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

BEGINNING at the northeasterly corner of Arch Street and Second Avenue; THENCE along Second Avenue in an easterly direction one hundred and eighty (180) feet to line of Lot No. 750; THENCE along said lot in a northerly direction one hundred and sixty (160) feet to an alley; THENCE along said alley in a westerly direction one hundred and eighty (180) feet to Arch Street; THENCE along said street in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

PARCEL NO. 2

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate 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 north side of Second Avenue at the corner of Lot No. 749; THENCE in a westerly direction along Second Avenue forty-five (45) feet to corner of Lot No. 751; THENCE in a northerly direction one hundred and sixty (160) feet to a fifteen (15) foot alley; THENCE in an easterly direction along said alley forty-five (45) feet to said Lot No. 749; THENCE in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING

SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the State of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in the Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, Page 053.

(Business  
or Entity  
Acknowl-  
edgment)

COMMONWEALTH OF Pennsylvania, COUNTY OF Columbia } ss.

On this, the 23<sup>rd</sup> day of May, 2007, before me

Arlyn A. Thorsch, the undersigned officer, personally appeared

Stephanie M. Davis and David J. Mackes

who acknowledged himself/herself to be the

of

and that he/she as such

being authorized to do so, executed the foregoing instrument for the

purposes therein contained by signing the name of the hereto.

by as

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

Arlyn A. Thorsch

Title of Officer

It is hereby certified that the address of the Lender within named is: 11 WEST MAIN STREET,  
BLOOMSBURG, PA 17815

John D. Yoder  
JOHN D. YODER, VICE PRESIDENT

# SHERIFF'S SALE

## Distribution Sheet

First Columbia Bank & Trust Co. VS. Stephanie M. Davis & David J. Mackes

NO. 1739-2008 JD  
 NO. 14-2009 ED

DATE OF SALE: March 25, 2009

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) March 25, 2009 and (time) 9:30 am, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Joseph A. Catone for the price or sum of \$55,541.78 (Fifty Thousand Five Hundred Forty One and 78/100) Dollars. Joseph A. Catone being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 53,000.00	
Poundage .....	1,060.00	
Transfer Taxes .....	1,231.78	
	Lien search 250.00	
Total Needed to Purchase .....		\$ 55,541.78
Amount Paid Down .....		6,000.00
Balance Needed to Purchase .....		49,541.78

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ 391.50	
Poundage .....	1,060.00	\$ 1,451.50
Newspaper .....		915.36
Printing .....		-0-
Solicitor .....		75.00
Columbia County Prothonotary .....		10.00
Columbia County Recorder of Deeds -	Deed copy work	42.50
	Realty transfer taxes	615.89
	State stamps	615.89
Tax Collector (		345.48
Columbia County Tax Assessment Office .....		1,343.33
State Treasurer - Sewer .....		120.00
Other: Web Posting .....		141.70
Notary .....		150.00
Lien Search Certificate .....		15.00
		250.00
	<b>TOTAL EXPENSES:</b>	<b>\$ 6,091.65</b>

Total Needed to Purchase	\$ 55,541.78
Less Expenses	6,091.78
Net to First Lien Holder	49,450.13
Plus Deposit	1,350.00
Total to First Lien Holder	\$ 50,800.13

Sheriff's Office, Bloomsburg, Pa.  
 March 27, 2009

So answers

 Sheriff

# SHERIFF'S SALE COST SHEET

First Columbia B&T vs. Stephanie & David Wadges  
 NO. 14-09 ED NO. 1739-08 JD DATE/TIME OF SALE Mar 25 09:50

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>165.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>21.50</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>24.00</u>	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$ <u>5.50</u>	
NOTARY	\$ <u>15.00</u>	
TOTAL *****		\$ <u>406.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>915.36</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1140.36</u>

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$ <u>42.50</u>	
TOTAL *****		\$ <u>52.50</u>

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$ <u>345.48</u>	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>1343.33</u>	
TOTAL *****		\$ <u>1688.81</u>

MUNICIPAL FEES DUE:		
SEWER 20	\$ <u>146.70</u>	
WATER 20	\$	
TOTAL *****		\$ <u>146.70</u>

SURCHARGE FEE (DSTE)	\$ <u>120.00</u>	
MISC. _____	\$ _____	
_____	\$ _____	
TOTAL *****		\$ <u>-0-</u>

TOTAL COSTS (OPENING BID) \$ 3579.87

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

First Columbia Bldg VS Stephanie & David Mackes

NO. 14-09 ED NO. 1739-08 JD

DATE/TIME OF SALE: Mar 25 09:30

BID PRICE (INCLUDES COST) \$ 53,000.00

POUNDAGE - 2% OF BID \$ 1060.00

TRANSFER TAX - 2% OF FAIR MKT \$ 1231.78

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 55541.78

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

ADDRESS: 1900 STEEL ST BERWICK, PA 18603

NAMES(S) ON DEED: JOSEPH A. CATONE

PURCHASER(S) SIGNATURE(S): Joseph A. Catone

TOTAL DUE: \$ 55541.78

LESS DEPOSIT: \$ 6000.00

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

TOTAL DUE IN 8 DAYS \$ 49541.78

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**Citizens Bank**

**OFFICIAL CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

23-87  
1020

443563640-4

March 26, 2009

PAY \*\*\*449,541.73\*\* DOLLARS

TO THE ORDER OF \*Columbia County Sheriffs

MEMO:

Drawer: Citizens Bank of Pennsylvania



*Carol Heindel 352*

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado  
JPMorgan Chase Bank, N.A., Denver, Colorado

⑆225127⑆ ⑆102000979⑆ 6800443563640⑆

THIS CHECK IS VOID WITHOUT A MULTICOLORED BACKGROUND, MICROPRINT LINES IN THE BORDER, A TRUE WATERMARK, AND VISIBLE PLUS INVISIBLE FLUORESCENT FIBERS



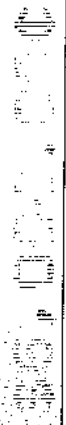
53738

60 57 913

CASHIER'S  
CHECK

DATE March 25, 2009

\$ 6,000.00



FOR  
PURCHASER Joseph Catone

TO THE ORDER OF  
Columbia County Sheriff's Office\*\*  
35 West Main Street  
Bloomsburg, Pa. 17815

*Bridget Jayne*  
AUTHORIZED SIGNATURE

⑈053738⑈ ⑆031305745⑆ 2995 96079⑈

County 024

PARCEL ID: 04E-17-039-00-000

TAX YEAR: 2009

ALTERNATE ID:

VERSION: 4

UPDATED: 3 AHOFFMAN on 01/23/2009 03:30 pm

CUR: Y

Owner: DAVIS STEPHANIE M

Multi Owners: N

Billroll: PRIM PRIMARY

Split/Receipt:

Date Recd: 01/23/2009

Location: 1227 SECOND AVE

Owner Occupancy:

Bankruptcy Flag:

Delq Year	Billroll	Tax	Penalty	Interest	Fees/ Other	Total
2008	PRIM	1,133.36	102.19	18.52	45.00	1,299.07
Total:		1,133.36	102.19	18.52	45.00	1,299.07

Last Payment:

Last Notice Date: 03/02/2009

Type: NOT

Stay Agreement: NO

Stay Year:

Date:

Tax Sale Type:

Date:

Tax Sale Status:

1,299.07+

9.26+ Interest

5.0+ Lien Cert.

30.0+ Posting

004

1,343.33\* Total amount for April



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 March 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 19th day of March 2009

(Notary Public)  
My commission expires July 3, 2011  
Notary Public  
County of Columbia  
My Commission Expires July 3, 2011  
Pennsylvania Association of Notaries

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

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.

FIRST COLUMBIA BANK & TRUST

VS.

STEPHANIE & DAVID MACKES

WRIT OF EXECUTION #14 OF 2009 ED

POSTING OF PROPERTY

FEBRUARY 17, 2009 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF STEPHANIE & DAVID MACKES AT 1227 SECOND AVE. BERWICK  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY DEPUTY SHERIFF PAUL D'ANGELO.

SO ANSWERS:

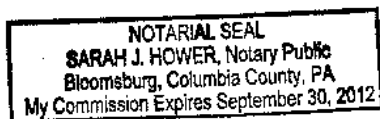
  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19<sup>TH</sup> DAY OF FEBRUARY 2009





TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

FIRST COLUMBIA BANK & TRUST CO.

Docket # 14ED2009

VS

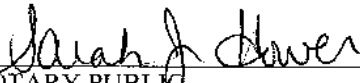
MORTGAGE FORECLOSURE

STEPHANIE M. DAVIS  
DAVID J. MACKES

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, JANUARY 22, 2009, AT 12:05 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON DAVID MACKES AT 218D KNOB MOUNTAIN ROAD, BERWICK BY HANDING TO DAVID MACKES, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, JANUARY 22, 2009

  
NOTARY PUBLIC

NOTARIAL SEAL  
SARAH J. HOWER, Notary Public  
Bloomsburg, Columbia County, PA  
My Commission Expires September 30, 2012

SO ANSWERS,

  
SHERIFF TIMOTHY T. CHAMBERLAIN

X   
P. D'ANGELO  
DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 388  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5623

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6308

FIRST COLUMBIA BANK & TRUST CO.

Docket # 14ED2009

VS

MORTGAGE FORECLOSURE

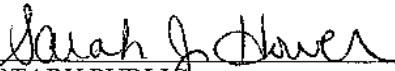
STEPHANIE M. DAVIS  
DAVID J. MACKES

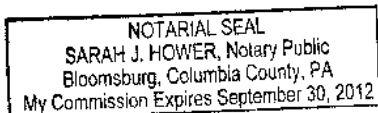
AFFIDAVIT OF SERVICE

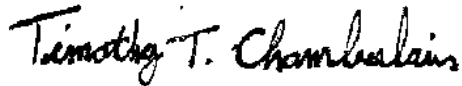
NOW, THIS THURSDAY, JANUARY 22, 2009, AT 11:55 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON STEPHANIE DAVIS AT 7035C MOUNTAIN LANE, BERWICK BY HANDING TO STEPHANIE DAVIS, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, JANUARY 22, 2009

  
NOTARY PUBLIC





X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF

HARDING AND HILL  
16 WEST MAIN STREET  
Suite  
BLOOMSBURG, PA 17815

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, January 21, 2009

**CONNIE GINGHER-TAX COLLECTOR**  
**1615 LINCOLN AVE.**  
**BERWICK, PA 18603-**

**FIRST COLUMBIA BANK & TRUST CO.**  
**VS**  
**STEPHANIE M. DAVIS**  
**DAVID J. MACKES**

**DOCKET # 14ED2009**

**JD # 1739JD2008**

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*

Timothy T. Chamberlain  
Sheriff of Columbia County

*2008 Taxes both returned to  
Col. Co Court House  
Counsel Dwyer 1/27/08*

FIRST COLUMBIA BANK & TRUST CO.,  
PLAINTIFF,  
VS.  
STEPHANIE M. DAVIS and DAVID J. MACKES,  
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
:  
: CIVIL ACTION-MORTGAGE FORECLOSURE  
:  
:  
: NO. 1739 OF 2008

**SHERIFF'S SALE**

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 20<sup>09</sup>  
ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME  
DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO  
THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA  
COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

March 25, 2009  
AT 9:30 O'CLOCK, A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE, AND INTEREST OF  
THE DEFENDANTS IN AND TO:

See Attached Description

THE premises are located at 1227 Second Avenue, Berwick, Pennsylvania and are  
improved with a one-story building.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will,  
not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the  
same will be available for inspection and the distribution will be made in accordance with the  
Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN in execution at the suit of First Columbia Bank & Trust Co. v.  
Stephanie M. Davis and David J. Mackes.

TERMS OF SALE: Ten percent (10%) cash or certified check at time of sale. Balance cash  
or certified check within eight (8) days after sale.

PREMISES TO BE SOLD BY:

  
SHERIFF OF COLUMBIA COUNTY

P. JEFFREY HILL, ESQUIRE  
Harding & Hill LLP  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney's I.D. #30004

EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

PARCEL NO. 1

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

BEGINNING at the northeasterly corner of Arch Street and Second Avenue; THENCE along Second Avenue in an easterly direction one hundred and eighty (180) feet to line of Lot No. 750; THENCE along said lot in a northerly direction one hundred and sixty (160) feet to an alley; THENCE along said alley in a westerly direction one hundred and eighty (180) feet to Arch Street; THENCE along said street in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

PARCEL NO. 2

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate 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 north side of Second Avenue at the corner of Lot No. 749; THENCE in a westerly direction along Second Avenue forty-five (45) feet to corner of Lot No. 751; THENCE in a northerly direction one hundred and sixty (160) feet to a fifteen (15) foot alley; THENCE in an easterly direction along said alley forty-five (45) feet to said Lot No. 749; THENCE in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING

SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the State of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in the Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, Page 053.

COUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 28-JAN-09

FEE: \$5.00

CERT. NO: 5554

DAVIS STEPHANIE M  
DAVID J MACKES  
7035 C MOUNTAIN ROAD  
BERWICK PA 18603

DISTRICT: BERWICK BORO  
DEED 20070-5299  
LOCATION: #750  
PARCEL: 04D-07 -039-00,000

YEAR	BILL ROLL	AMOUNT	-----PENDING----- INTEREST	COSTS	TOTAL AMOUNT DUE
2008	PRIM	1,250.55	27.80	60.00	1,338.35
TOTAL DUE :					\$1,338.35

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

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2008

REQUESTED BY:

Timothy T. Chamberlain, Sheriff  
dm.





January 27, 2009

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

**FIRST COLUMBIA BANK & TRUST CO.**

**VS.**

**STEPHANIE M. DAVIS  
DAVID J. MACKES**

**DOCKET # 14ED2009**

**JD # 1739JD2008**

Dear Timothy:

The amount due on the sewer account #140960 for the property located at 1227  
2<sup>nd</sup> Avenue Berwick, Pa through March 31, 2009 is \$141.70.

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

Sincerely,

Kelly Greer  
Authority Clerk

*Hearing Impaired 711*

*"BAJSA is an Equal Opportunity Provider and Provider"*

1108 Freas Avenue • Berwick, Pennsylvania 18603

Phone: (570) 752-8477 • Fax: (570) 752-8479

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 1/20/2009

SERVICE# 1 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS  
DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

PERSON/CORP TO SERVED	PAPERS TO SERVED
STEPHANIE DAVIS	MORTGAGE FORECLOSURE
7035C MOUNTAIN LANE	
BERWICK	

SERVED UPON STEPHANIE DAVIS

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

DATE 01-22-09 TIME 1155 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 01-22-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 1/20/2009

SERVICE# 2 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

PERSON/CORP TO SERVED	PAPERS TO SERVED
DAVID MACKES	MORTGAGE FORECLOSURE
7035B MOUNTAIN LANE	
BERWICK	

SERVED UPON DAVID MACKES

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

DATE 01-22-09 TIME 1205 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

218 - D

1700 N. MOUNTAIN RD.

F. OTHER (SPECIFY) 218 D KNOB MOUNTAIN RD.  
BERWICK

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

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

DEPUTY

[Signature]

DATE

01.22.09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
 DATE RECEIVED 1/20/2009

SERVICE# 3 - OF - 12 SERVICES  
 DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

PERSON/CORP TO SERVED
PHIL YODER-TENANT
1227 SECOND AVENUE
BERWICK

PAPERS TO SERVED  
 MORTGAGE FORECLOSURE

SERVED UPON PHIL YODER

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

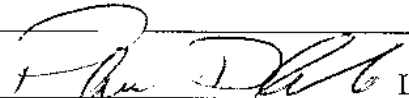
DATE 1-22-09 TIME 1015 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS	DATE	TIME	OFFICER	REMARKS

DEPUTY  DATE 01-22-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 1/20/2009

SERVICE# 4 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

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

SERVED UPON POSTED

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

DATE 01-22-09 TIME 1100 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eys \_\_\_\_ 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

For Dkt

DATE

01-22-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 1/20/2009

SERVICE# 5 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

PERSON/CORP TO SERVED	PAPERS TO SERVED
BERWICK SEWER	MORTGAGE FORECLOSURE
1108 FREAS AVE.	
BERWICK	

SERVED UPON KELLY GREER

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

DATE 01/22/09 TIME 1035 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

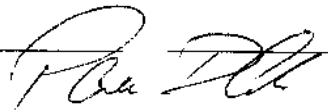
TIME

OFFICER

REMARKS

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

DEPUTY



DATE

01-22-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 1/20/2009

SERVICE# 6 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

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

SERVED UPON Maureen Cole

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

DATE 1-22-09 TIME 1415 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 Gallison DATE 1-22-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 1/20/2009

SERVICE# 9 - OF - 12 SERVICES  
DOCKET # 14ED2009

PLAINTIFF FIRST COLUMBIA BANK & TRUST CO.

DEFENDANT STEPHANIE M. DAVIS

DAVID J. MACKES

ATTORNEY FIRM HARDING AND HILL

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

SERVED UPON Reneae Newhart

RELATIONSHIP Office manager IDENTIFICATION \_\_\_\_\_

DATE 1-22-09 TIME 1044 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 1-22-09



# REAL ESTATE OUTLINE

ED # 14-09

DATE RECEIVED 1-20-09  
DOCKET AND INDEX 1-21-09

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>✓</u>	
COPY OF DESCRIPTION	<u>✓</u>	
WHEREABOUTS OF LKA	<u>✓</u>	
NON-MILITARY AFFIDAVIT	<u>✓</u>	
NOTICES OF SHERIFF SALE	<u>✓</u>	
WAIVER OF WATCHMAN	<u>✓</u>	
AFFIDAVIT OF LIENS LIST	<u>✓</u>	
CHECK FOR \$1,350.00 OR	<u>✓</u>	CK# <u>59488</u>

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

SALE DATE Mar 28, 09 TIME 0930  
POSTING DATE Apr 8, 09  
ADV. DATES FOR NEWSPAPER  
1<sup>ST</sup> WEEK Mar 29 - Apr 5  
2<sup>ND</sup> WEEK Apr 6 - Apr 12  
3<sup>RD</sup> WEEK Apr 13 - Apr 19

# SHERIFF'S SALE

WEDNESDAY MARCH 25, 2009 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 2009 ED AND CIVIL WRIT NO. 1739 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:

**PARCEL NO. 1**

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

BEGINNING at the northeasterly corner of Arch Street and Second Avenue; THENCE along Second Avenue in an easterly direction one hundred and eighty (180) feet to line of Lot No. 750; THENCE along said lot in a northerly direction one hundred and sixty (160) feet to an alley; THENCE along said alley in a westerly direction on hundred and eighty (180) feet to Arch Street; THENCE along said street in southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

**PARCEL NO. 2**

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate 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 north side of Second Avenue at the corner of Lot No. 749; THENCE in a westerly direction along Second Avenue forty-five (45) feet to corner of Lot No. 751; THENCE in a northerly direction one hundred and sixty (160) feet to a fifteen (15) foot alley; THENCE in an easterly direction along said alley forty-five (45) feet to said Lot No. 749; THENCE in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the State of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, page 053.

**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  
P. Jeffrey Hill  
38 West Third Street  
Bloomsburg, PA 17815

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

# SHERIFF'S SALE

WEDNESDAY MARCH 25, 2009 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 2009 ED AND CIVIL WRIT NO. 1739 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:

**PARCEL NO. 1**

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

BEGINNING at the northeasterly corner of Arch Street and Second Avenue; THENCE along Second Avenue in an easterly direction one hundred and eighty (180) feet to line of Lot No. 750; THENCE along said lot in a northerly direction one hundred and sixty (160) feet to an alley; THENCE along said alley in a westerly direction on hundred and eighty (180) feet to Arch Street; THENCE along said street in southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

**PARCEL NO. 2**

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate 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 north side of Second Avenue at the corner of Lot No. 749; THENCE in a westerly direction along Second Avenue forty-five (45) feet to corner of Lot No. 751; THENCE in a northerly direction one hundred and sixty (160) feet to a fifteen (15) foot alley; THENCE in an easterly direction along said alley forty-five (45) feet to said Lot No. 749; THENCE in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the State of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, page 053.

**TERMS OF SALE**

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

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Plaintiff's Attorney  
P. Jeffrey Hill  
38 West Third Street  
Bloombsburg, PA 17815

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

FIRST COLUMBIA BANK & TRUST CO.,  
 PLAINTIFF,  
 VS.  
 STEPHANIE M. DAVIS and DAVID J. MACKES,  
 DEFENDANTS.

: IN THE COURT OF COMMON PLEAS  
 : OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PENNA.  
 :  
 : CIVIL ACTION- MORTGAGE FORECLOSURE  
 :  
 :  
 : NO. 1739 OF 2008

2009-ED-14

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA:  
 : SS.  
 COUNTY OF COLUMBIA :

**TO THE SHERIFF OF COLUMBIA COUNTY:**

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

(a)	Principal balance	\$461,865.34
(b)	Unpaid interest from November 23, 2007, to November 11, 2008, at 7.5% per annum (\$96.22194 per dicm)	\$ 34,160.98
(c)	Late charges	\$ 2,086.81
(d)	Attorney's Fees	\$ 2,500.00
TOTAL		\$500,613.13

Plus costs.

PROTHONOTARY, Court of Common Pleas  
 of Columbia County, Pennsylvania

DATED: 1-16, 2009

BY: Tam B Kline (KPB)

Proth & Clark of Gen. Courts  
 My Comm. Exp. 1<sup>st</sup> Monday in 2012

EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

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BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

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BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the Estate of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in the Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, Page 053.

FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

2009-ED-14

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: SS.

COUNTY OF COLUMBIA

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(d)	Attorney's Fees	\$ <u>2,500.00</u>
TOTAL		\$500,613.13

Plus costs.

PROTHONOTARY, Court of Common Pleas  
of Columbia County, Pennsylvania

DATED: 1-16, 2009

BY: Tami B Kline /KPB/

**Proth & Clerk of Soc. Courts**  
**My Com. Ex. 1<sup>st</sup> Monday in 2012**

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 VS.  
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: IN THE COURT OF COMMON PLEAS  
 : OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PENNA.  
 :  
 : CIVIL ACTION-MORTGAGE FORECLOSURE  
 :  
 :  
 : NO. 1739 OF 2008

2009-ED-14

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TOTAL		\$500,613.13

Plus costs.

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DATED: 1-16, 2009

BY: Tam B Kline (KPB)

**Proth & Clerk of Sov. Courts**  
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FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

2009-ED-14

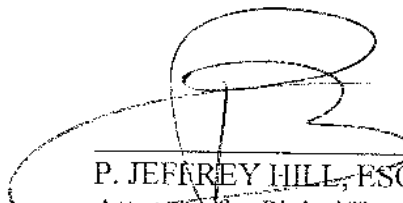
**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above captioned matter:

Principal balance	\$461,865.34
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<b>TOTAL</b>	<b>\$500,613.13</b>

Plus costs.  
See attached description.

  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

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EXHIBIT A

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Berwick, PA 18603

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	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

2009-ED-14

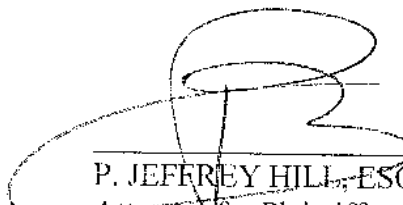
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<b>TOTAL</b>	<b>\$500,613.13</b>

Plus costs.  
See attached description.

  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

RECEIVED  
JAN 16 A 9 59  
CLERK OF COURT  
JUDICIAL DISTRICT  
COLUMBIA COUNTY  
PENNSYLVANIA

EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

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FIRST COLUMBIA BANK & TRUST	:	IN THE COURT OF COMMON PLEAS
CO.,	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J.	:	
MACKES,	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**SHERIFF'S SALE**

BY VIRTUE OF A WRIT OF EXECUTION NO. \_\_\_\_\_ OF 20 \_\_\_\_\_  
 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME  
 DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO  
 THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA  
 COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

\_\_\_\_\_, 2009  
 AT \_\_\_\_\_ O'CLOCK, \_\_.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE, AND INTEREST OF  
 THE DEFENDANTS IN AND TO:

See Attached Description

THE premises are located at 1227 Second Avenue, Berwick, Pennsylvania and are  
 improved with a one-story building.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will,  
 not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the  
 same will be available for inspection and the distribution will be made in accordance with the  
 Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN in execution at the suit of First Columbia Bank & Trust Co. v.  
 Stephanie M. Davis and David J. Mackes.

TERMS OF SALE: Ten percent (10%) cash or certified check at time of sale. Balance cash  
 or certified check within eight (8) days after sale.

PREMISES TO BE SOLD BY:

\_\_\_\_\_  
 SHERIFF OF COLUMBIA COUNTY

P. JEFFREY HILL, ESQUIRE  
 Harding & Hill LLP  
 38 West Third Street  
 Bloomsburg, PA 17815  
 (570) 784-6770  
 Attorney's I.D. #30004

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SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

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EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

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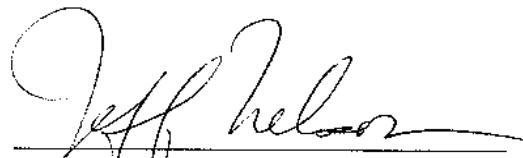
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FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF WHEREABOUTS**

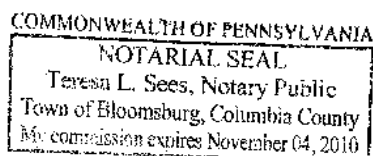
COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF COLUMBIA :

JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Stephanie M. Davis, Defendant, at the time that judgment was entered, the Defendant's place of residence was 7035 C Mountain Lane, Berwick, Columbia County, Pennsylvania, 18603.

  
JEFF NELSON, Vice President  
First Columbia Bank & Trust Co.

Sworn to and Subscribed  
before me this 8<sup>th</sup> day  
of December, 2008.

  
NOTARY PUBLIC  
My Commission Expires:



FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
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	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

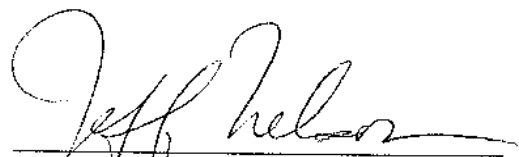
**AFFIDAVIT OF WHEREABOUTS**

COMMONWEALTH OF PENNSYLVANIA:

: SS.

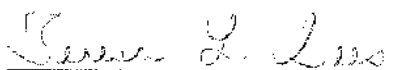
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JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Stephanie M. Davis, Defendant, at the time that judgment was entered, the Defendant's place of residence was 7035 C Mountain Lane, Berwick, Columbia County, Pennsylvania, 18603.

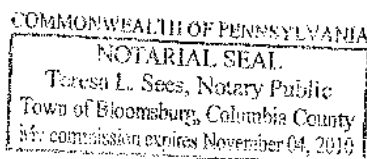


JEFF NELSON, Vice President  
First Columbia Bank & Trust Co.

Sworn to and Subscribed  
before me this 8<sup>TH</sup> day  
of September, 2008.



NOTARY PUBLIC  
My Commission Expires:

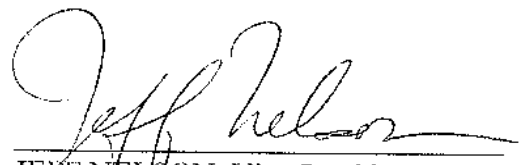


FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
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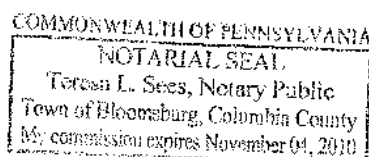
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JEFF NELSON, Vice President  
First Columbia Bank & Trust Co.

Sworn to and Subscribed  
before me this 8<sup>th</sup> day  
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NOTARY PUBLIC  
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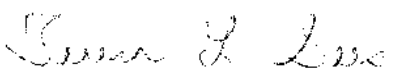
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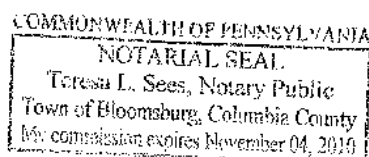
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: SS.

COUNTY OF COLUMBIA

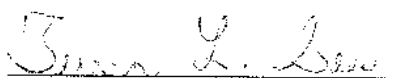
:

JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that David J. Mackes, Defendant, at the time that judgment was entered, the Defendant's place of residence was 7035 B Mountain Lane, Berwick, Columbia County, Pennsylvania, 18603.

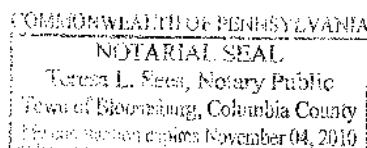


JEFF NELSON, Vice President  
First Columbia Bank & Trust Co.

Sworn to and Subscribed  
before me this 8<sup>TH</sup> day  
of January, 2008.



NOTARY PUBLIC  
My Commission Expires:



FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF WHEREABOUTS**


COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF COLUMBIA

:

JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that David J. Mackes, Defendant, at the time that judgment was entered, the Defendant's place of residence was 7035 B Mountain Lane, Berwick, Columbia County, Pennsylvania, 18603.

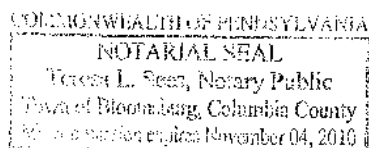


JEFF NELSON, Vice President  
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before me this 8<sup>TH</sup> day  
of January, 2008.



NOTARY PUBLIC  
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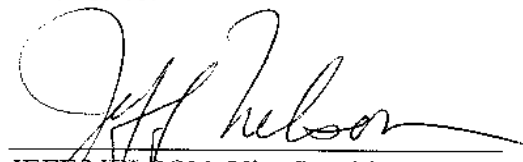


FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

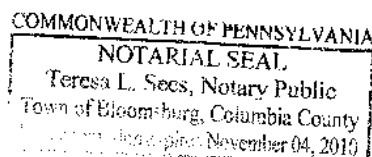
COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

I, JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of Stephanie M. Davis, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Stephanie M. Davis is not now, nor was Stephanie M. Davis within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

  
 JEFF NELSON, Vice President  
 First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED  
 before me this 8<sup>th</sup> day of  
September, 2008.

  
 NOTARY PUBLIC  
 My Commission Expires:

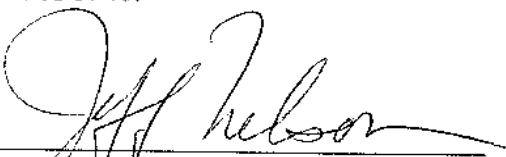


FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

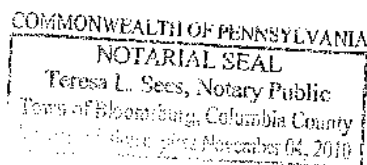
COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

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 JEFF NELSON, Vice President  
 First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED  
 before me this 8<sup>th</sup> day of  
September, 2008.

  
 NOTARY PUBLIC  
 My Commission Expires:




FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

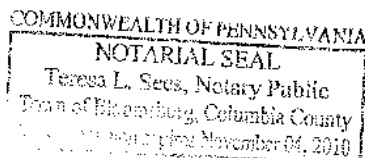
COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

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 JEFF NELSON, Vice President  
 First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED  
 before me this 8<sup>th</sup> day of  
SEPTEMBER, 2008.

  
 NOTARY PUBLIC  
 My Commission Expires:



FIRST COLUMBIA BANK & TRUST  
CO.,

PLAINTIFF,

VS.

STEPHANIE M. DAVIS and DAVID J.  
MACKES,

DEFENDANTS.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
:  
: CIVIL ACTION-MORTGAGE FORECLOSURE  
:  
:  
: NO. 1739 OF 2008

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

COUNTY OF COLUMBIA

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I, JEFF NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of David J. Mackes, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that David J. Mackes is not now, nor was David J. Mackes within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.



JEFF NELSON, Vice President  
First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED

before me this 8<sup>th</sup> day of  
February, 2008.



NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Peter L. Sees, Notary Public

Town of Shensburg, Columbia County


Commission Expires Dec 04, 2010

FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

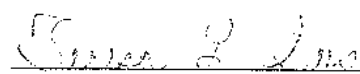
**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

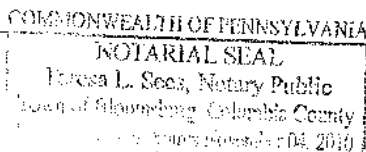
COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

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 JEFF NELSON, Vice President  
 First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED  
 before me this 8<sup>th</sup> day of  
January, 2008.

  
 NOTARY PUBLIC  
 My Commission Expires:



FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

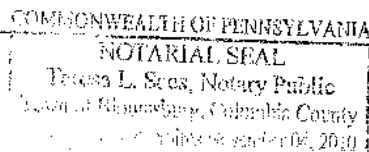
COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

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 JEFF NELSON, Vice President  
 First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED  
 before me this 8<sup>TH</sup> day of  
SEPTEMBER, 2008.

  
 NOTARY PUBLIC  
 My Commission Expires:




FIRST COLUMBIA BANK & TRUST : IN THE COURT OF COMMON PLEAS  
CO., : OF THE 26<sup>TH</sup> JUDICIAL DISTRICT  
PLAINTIFF, : COLUMBIA COUNTY BRANCH, PENNA.  
: :  
VS. : CIVIL ACTION-MORTGAGE FORECLOSURE  
: :  
STEPHANIE M. DAVIS and DAVID J. :  
MACKES, :  
DEFENDANTS. : NO. 1739 OF 2008

**WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under the within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying each 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 such property before the Sheriff's Sale thereof.

HARDING & HILL LLP




P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

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HARDING & HILL LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

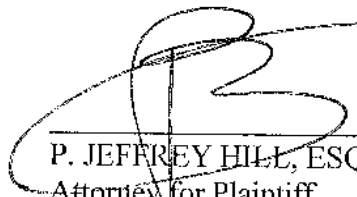


FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
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	:	
DEFENDANTS.	:	NO. 1739 OF 2008

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HARDING & HILL LLP

  
 P. JEFFREY HILL, ESQUIRE  
 Attorney for Plaintiff  
 38 West Third Street  
 Bloomsburg, PA 17815  
 (570) 784-6770  
 Attorney ID #30004

FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

**AFFIDAVIT PURSUANT TO PA. R.C.P. 3129.1**

I, P. Jeffrey Hill, Esquire, Attorney for Plaintiff in the above-captioned matter, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in the Borough of Berwick, Columbia County, Pennsylvania: (see attached description)

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

Stephanie M. Davis	David J. Mackes
7035 C Mountain Lane	7035 B Mountain Lane
Berwick, PA 18603	Berwick, PA 18603

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

Stephanie M. Davis	David J. Mackes
7035 C Mountain Lane	7035 B Mountain Lane
Berwick, PA 18603	Berwick, PA 18603

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

First Columbia Bank & Trust Co.  
11 West Main Street  
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

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

First Columbia Bank & Trust Co.  
11 West Main Street  
Bloomsburg, PA 17815

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

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:**


None.

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

Phil Yoder – Tenant  
1227 Second Avenue  
Berwick, PA 18603

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

HARDING & HILL LLP

  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

Dated: \_\_\_\_\_

1/21/09

EXHIBIT A

1227 Second Avenue  
Berwick, PA 18603

PARCEL NO. 1

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

BEGINNING at the northeasterly corner of Arch Street and Second Avenue; THENCE along Second Avenue in an easterly direction one hundred and eighty (180) feet to line of Lot No. 750; THENCE along said lot in a northerly direction one hundred and sixty (160) feet to an alley; THENCE along said alley in a westerly direction one hundred and eighty (180) feet to Arch Street; THENCE along said street in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING.

BEING Lot Nos. 751, 752, 753 and 754 of the Berwick Land & Improvement Company's Addition to West Berwick, now Berwick.

PARCEL NO. 2

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate 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 north side of Second Avenue at the corner of Lot No. 749; THENCE in a westerly direction along Second Avenue forty-five (45) feet to corner of Lot No. 751; THENCE in a northerly direction one hundred and sixty (160) feet to a fifteen (15) foot alley; THENCE in an easterly direction along said alley forty-five (45) feet to said Lot No. 749; THENCE in a southerly direction one hundred and sixty (160) feet to THE PLACE OF BEGINNING

SAME BEING Lot No. 750 of the Berwick Land Improvement Company's Addition to West Berwick.

BEING THE SAME TWO (2) premises conveyed to Steven C. Mackes, t/a Mackes Electric, by deed of John A.K. Krug and Gustavia R. Krug, his wife, and Mary Margaret Krug, Executrix of the Estate of Edward W. Krug, deceased and Mary Margaret Krug, widow, individually and as sole heir, dated August 3, 1988 and recorded on August 3, 1988, in the Recorder of Deeds office in and for Columbia County, Pennsylvania to Book 414, Page 053.

FIRST COLUMBIA BANK & TRUST CO.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 <sup>TH</sup> JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION-MORTGAGE FORECLOSURE
	:	
STEPHANIE M. DAVIS and DAVID J. MACKES,	:	
	:	
DEFENDANTS.	:	NO. 1739 OF 2008

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None.

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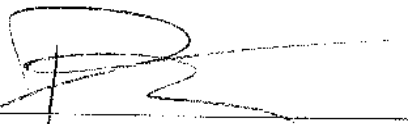
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1227 Second Avenue  
Berwick, PA 18603

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

HARDING & HILL, LLP

  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

Dated: \_\_\_\_\_

1/21/09

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Berwick, PA 18603

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11 WEST MAIN STREET  
BLOOMSBURG, PA 17815

EXPENSE CHECK

CHECK NO. 059488

00-593  
313

PAY

\*\*\*1,350\* DOLLARS 00 CENTS\*\*

DATE 12/23/2008

AMOUNT
***1,350.00*

TO THE ORDER OF COLUMBIA COUNTY SHERIFF'S OFFICE

⑈059488⑈ ⑆031305935⑆ ⑆0485299⑆

05

*John J. Munch*