

# SHERIFF'S SALE COST SHEET

Wells Fargo Bank vs. Komathi & Julie Martin  
 NO. 162-09 ED NO. 548-07 JD DATE/TIME OF SALE Dec 2 0:00

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>180.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>35.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>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>6.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL *****	\$ <u>453.00</u>

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>715.92</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL *****	\$ <u>1020.92</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	\$ <u>346.77</u>
WATER 20	\$
TOTAL *****	\$ <u>346.77</u>

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>
MISC. _____	\$
_____	\$
TOTAL *****	\$ <u>130.00</u>

TOTAL COSTS (OPENING BID) \$ 1975.69

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

Wells Fargo Bank VS Lanette & Julie Martin

NO. 162-09 ED NO. 548-07 JD

DATE/TIME OF SALE: Dec. 4 2008

BID PRICE (INCLUDES COST) \$ 700,000.00

POUNDAGE - 2% OF BID \$ 760,00

TRANSFER TAX - 2% OF FAIR MKT \$ 0

MISC. COSTS \$ 25.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 2985,69

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

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

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

PURCHASER(S) SIGNATURE(S): Agent for Phelan Hallinan & Schmieg  
Jimmy L. Mull

TOTAL DUE: \$ 2985,69

LESS DEPOSIT: \$ 1350 -

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

TOTAL DUE IN 8 DAYS \$ 1635,69

PHELA HALLINAN & SCHMIEG, LL

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

Nora Ferrer  
Legal Assistant, ext.1477

Representing Lenders in  
Pennsylvania and New Jersey

December 3, 2009

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

Re: Kenneth A. Martin & Julie C. Martin f/k/a Julia C. Deeley f/k/a Julie C. Deeley a/j/a Julia C. Martin  
1505 Fairview Avenue  
Berwick, PA 18603  
No. 2007-CV-548

Dear Sir or Madam:

In reference to the above captioned property knocked-down to me Daniel G. Schmieg, as "attorney-on-the-writ," please issue the Sheriff Deed into, WELLS FARGO BANK, N.A., 3476 Stateview Blvd., Fort Mill, SC 29715.

Please send a copy of the Deed via facsimile, and record the original as soon as possible.

In addition, please find enclosed two transfer tax affidavits and two stamped self-addressed envelopes for your convenience.

Thank you in advance for your cooperation in this matter.

Yours truly,



Nora Ferrer

Enclosure

cc: Wells Fargo

Account No. 151501

# 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.

Article Addressed to:

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

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee  
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *9-25-9*  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number  
(Transfer from service label)

7007 0220 0000 1020 4133

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.

Article Addressed to:

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

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee  
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *SEP 25 2009*  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number  
(Transfer from service label)

7007 0220 0000 1020 4126

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.

Article Addressed to:

Commonwealth of PA  
PO Box 2675  
Harrisburg, PA 17105

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee  
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *SEP 25 2009*  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number  
(Transfer from service label)

7007 0220 0000 1020 4102

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.

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee  
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *SEP 25 2009*  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

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

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.

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressee  
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *SEP 25 2009*  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

Article Addressed to:

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

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.

Article Addressed to:

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

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

Instrument Number - 200405889  
Recorded On 5/28/2004 At 3:14:20 PM  
\* Instrument Type - MORTGAGE  
Invoice Number - 65905  
\* Mortgagor - MARTIN, KENNETH A  
\* Mortgagee - WELLS FARGO BANK  
User - MJS

\* Total Pages - 13

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$24.65
AFFORDABLE HOUSING - 10%	\$2.90
AFFORDABLE HOUSING - 5%	\$1.45
RECORDING FEES -	\$29.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$73.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
BOX SVLA

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.

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Return To: WELLS FARGO HOME MORTGAGE  
3601 MINNESOTA DR. SUITE 200  
BLOOMINGTON, MN 55435  
Parcel Number:

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

## MORTGAGE

FHA Case No.

441-7522191 702

THIS MORTGAGE ("Security Instrument") is given on MAY 27, 2004  
The Mortgagor is KENNETH A. MARTIN, A MARRIED PERSON  
AND JULIE C. MARTIN

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and  
whose address is P.O. BOX 10304, DES MOINES, IA 503060304

("Lender"). Borrower owes Lender the principal sum of  
SEVENTY THOUSAND FOUR HUNDRED SEVENTY NINE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*70,479.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument  
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
JUNE 01, 2034 . This Security Instrument secures to Lender: (a) the repayment

of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the  
0041932518

FHA Pennsylvania Mortgage - 4/96

VMP (PA) (0207)

VMP MORTGAGE FORMS - (800) 551-7229  
Page 1 of 8 Initials: *KJM*

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Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the Lender the following described property located in ~~2094200000~~ COLUMBIA

County, Pennsylvania:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PROVISIONS PERTAINING TO RELEASES ARE CONTAINED IN THE REHABILITATION LOAN RIDER WHICH IS ATTACHED TO THIS MORTGAGE AND MADE A PART HEREOF

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT. TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

which has the address of 1505 FAIRVIEW AVE, BERWICK  
Pennsylvania 18603

[Street, City],

[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."

BORROWER COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Growing Equity Rider ☐ Other [specify]  
☐ Planned Unit Development Rider ☐ Graduated Payment Rider **ARM RIDER**

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

Witnesses:

\_\_\_\_\_  
 KENNETH A. MARTIN (Seal)  
 -Borrower

\_\_\_\_\_  
 JULIE C. MARTIN (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

**Certificate of Residence**

I, Susan Tetrick James, do hereby certify that the correct address of the within-named Lender is P.O. BOX 10304, DES MOINES, IA 503060304

Witness my hand this 27TH

day of MAY

\_\_\_\_\_  
 2004  
 Lender



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**Exhibit A**

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

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3°) degrees (00') minutes east a distance of 160' feet to a fifteen (15) foot alley; thence along said alley, north eighty-seven (87°) degrees zero (00') minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3°) degrees zero (00') minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87°) degrees zero (00') minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA, in Miscellaneous Book No. 7, pages 496, 497.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, in any.]

BEING the same premises which LaSalle Bank, N.A., f/k/a LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement Dated June 1, 1998, Series 1998-4, by deed dated May 6, 2004 and about to be recorded simultaneously herewith, granted and conveyed unto Kenneth A. Martin and Julie C. Martin, husband and wife.

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## REHABILITATION LOAN RIDER

FHA Case No.

441-7522191 702

THIS REHABILITATION LOAN RIDER is made this 27TH day of MAY 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to WELLS FARGO BANK, N.A.

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 1505 FAIRVIEW AVE, BERNICK, PA 18603

[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated \_\_\_\_\_ between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Endorsement Underwriter.
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the Lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All

0041932518

FHA Multistate Rehabilitation Loan Rider - 10/95

VMP 588U (9706)

Page 1 of 2

VMP MORTGAGE FORMS - (800)521-7251

Initials: 



ENTITY VENDOR  
PAP Sheriff of Columbia Co [SCOLU]

CHECK DATE CHECK NO.  
'06/2010 896927

DOC NO	APPLY TO	DATE	VENDOR CREDIT NO	VENDOR INVOICE NO	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
896927	000092677	01/06/2010		151501	1,635.69	0.00	1,635.69
KMP [151501] 0041932518 <del>MARTIN, KENNETH</del>							
							1,635.69

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

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

TD BANK, N.A.  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
896927

DATE	AMOUNT
01/06/2010	*****1,635.69

Void after 180 days

Pay ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 69/100 DOLLARS

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

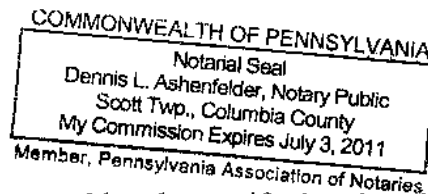
*Francis S. Hallinan*

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice November 11, 18, 25, 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 25<sup>th</sup> day of November, 2009

(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, LLP**  
**1617 JFK Boulevard, Suite 1400**  
**One Penn Center Plaza**  
**Philadelphia, PA 19103**  
**215-563-7000**  
**Fax 215-568-7616**

**KINYON LANIER**  
Legal Assistant

**Representing Lenders in  
Pennsylvania and New Jersey**

10/30/09

Office of the Prothonotary  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

No. 2007-CV-548

**Re: WELLS FARGO BANK, N.A. VS. KENNETH A. MARTIN, and JULIE C. MARTIN F/K/A JULIA  
C. DEELEY F/K/A JULIE C. DEELEY A/K/A JULIA C. MARTIN**  
**No. 2007-CV-548**

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1**

Dear Sir/Madam:

Enclosed please find an Affidavit of Service Pursuant to Rule 3129.1 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 12/02/2009 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, LLP**

By:

KINYON LANIER, Legal Assistant

cc: Sheriff of COLUMBIA County

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.  
Plaintiff,

v.

KENNETH A. MARTIN  
JULIE C. MARTIN F/K/A JULIA C. DEELEY  
F/K/A JULIE C. DEELEY A/K/A JULIA C.  
MARTIN  
Defendant(s)

: COLUMBIA COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: No. 2007-CV-548  
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
COLUMBIA COUNTY ) SS:

As required by Pa. R.C.P. 3129.1(a) Notice of Sale has been given to 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".

☐ 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  
Attorney for Plaintiff

Date: 10/30/07

**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.

Name and Address of Sender

PHELAN HALLINAN & SCHMIEG LLC  
ONE PENN CENTER, PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103-1814

SUPPORT TEAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	TENANT/OCCUPANT 1505 FAIRVIEW AVENUE BERWICK, PA 18603		
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		WELLS FARGO HOME MORTGAGE, INC. P.O. BOX 10304 DES MOINES, IA 50306-0304		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		RE:KENNETH A. MARTIN      PHS #151501.      TEAM 3/JVS		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	





**Phelan Hallinan & Schmieg, LLP**  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
215-320-0007  
Fax: 215-563-7009

Sue Moran  
Legal Assistant, Ext. 1253

Representing Lenders in  
Pennsylvania and New Jersey

November 5, 2009

Office of the Sheriff  
**COLUMBIA** County Courthouse

Dear Sir/Madam:

Enclosed are Affidavits of Service of Notice of Sale for filing with your office. We have forwarded copies of the same to the Prothonotary.

If you have any questions regarding this matter, please do not hesitate to contact this office. Thank you for your cooperation.

Sincerely,



Sue Moran  
Enclosure

# AFFIDAVIT OF SERVICE

Plaintiff: WELLS FARGO BANK, N.A.

COLUMBIA County  
No 548-CV-2007

Defendant(s): KENNETH A. MARTIN  
JULIE C. MARTIN A/K/A JULIE C. DEELEY

Our File#151501  
Type of Action  
- Notice of Sheriff's Sale

Serve: JULIE C. MARTIN A/K/A JULIE C. DEELEY  
Address: 1505 FAIR VIEW AVENUE  
BERWICK, PA 18603

Sale Date: DECEMBER 2, 2009

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

## SERVED

Served and made known to JULIE C. MARTIN, Defendant, on the 10th day of OCTOBER 2009, at 11:15 o'clock A.m., at 1505 FAIRVIEW AVE, BERWICK, Commonwealth of PENNSYLVANIA, in the manner described below:

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

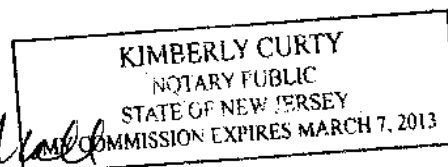
Description: Age 30<sup>s</sup> Height 5'3" Weight 130 Race W Sex F Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 10th day  
of OCTOBER, 2009  
Notary: \_\_\_\_\_

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

NOT SERVED



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

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

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

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

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

### Attorney for Plaintiff

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

AFFIDAVIT OF SERVICE

Plaintiff: WELLS FARGO BANK, N.A.

COLUMBIA County  
No 548-CV-2007

Defendant(s): KENNETH A. MARTIN  
JULIE C. MARTIN A/K/A JULIE C. DEELEY

Our File#151501  
Type of Action  
- Notice of Sheriff's Sale

Serve: KENNETH A. MARTIN  
Address: 1505 FAIR VIEW AVENUE  
BERWICK, PA 18603

Sale Date: DECEMBER 2, 2009

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

SERVED

Served and made known to KENNETH A. MARTIN, Defendant, on the 10th day of OCTOBER, 2009, at 11:15 o'clock A.m., at 1505 FAIRVIEW AVE, BERWICK, Commonwealth of PENNSYLVANIA, in the manner described below:

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

Description: Age 30<sup>s</sup> Height 5'3" Weight 130 Race W Sex F Other \_\_\_\_\_

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

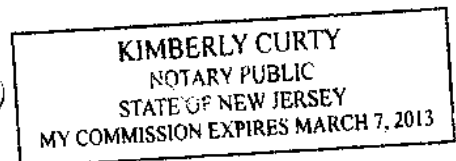
Sworn to and subscribed  
before me this 10th day  
of OCTOBER, 2009

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

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

Ronald Moll

NOT SERVED



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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

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

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

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

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

Attorney for Plaintiff

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

10/1



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.

WELLS FARGO BANK, NA..

VS.

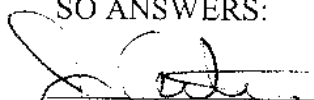

KENNETH & JULIE MARTIN

WRIT OF EXECUTION #162 OF 2009 ED

POSTING OF PROPERTY

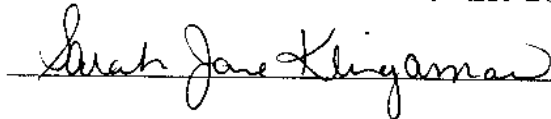
October 29, 2009      POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF KENNETH & JULIE MARTIN AT 1505 FAIRVIEW AVE. BERWICK  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY CHIEF DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:

  
DEPUTY SHERIFF  
  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29<sup>TH</sup> DAY OF OCTOBER 2009



Notarial Seal  
SARAH JANE KLINGAMAN  
Notary Public  
Town of Bloomsburg, Columbia County PA  
My Commission Expires September 30, 2012

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

WELLS FARGO BANK, N.A.

Docket # 162ED2009

VS

MORTGAGE FORECLOSURE

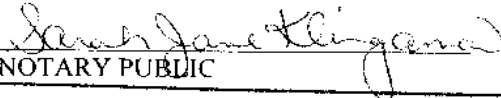
KENNETH A MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY

AFFIDAVIT OF SERVICE

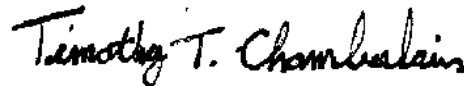
NOW, THIS THURSDAY, SEPTEMBER 24, 2009, AT 6:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JULIE MARTIN AT 1505 FAIRVIEW AVE., BERWICK BY HANDING TO JULIE MARTIN, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS MONDAY, OCTOBER 05, 2009

  
NOTARY PUBLIC

Notarial Seal  
SARAH JANE KLINGAMAN  
Notary Public  
Town of Bloomsburg, Columbia County PA  
My Commission Expires September 30, 2012



X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF

PHELAN HALLINAN AND SCHMIEG  
1617 JOHN F KENNEDY BLVD ONN PENN CENTER  
Suite 140  
PHILADELPHIA, PA 19103

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

WELLS FARGO BANK, N.A.

Docket # 162ED2009

VS

MORTGAGE FORECLOSURE

KENNETH A MARTIN

JULIE C. MARTIN AKA JULIE C. DEELEY

AFFIDAVIT OF SERVICE


NOW, THIS THURSDAY, SEPTEMBER 24, 2009, AT 6:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON KENNETH MARTIN AT 1505 FAIRVIEW AVE., BERWICK BY HANDING TO JULIE MARTIN, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

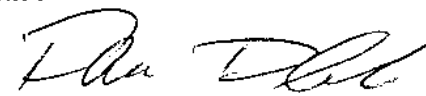
SWORN AND SUBSCRIBED BEFORE ME  
THIS MONDAY, OCTOBER 05, 2009

  
NOTARY PUBLIC

Notarial Seal  
SARAH JANE KLINGAMAN  
Notary Public  
Town of Bloomsburg, Columbia County PA  
My Commission Expires September 30, 2012



X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF

PHELAN HALLINAN AND SCHMIEG  
1617 JOHN F KENNEDY BLVD ONN PENN CENTER  
Suite 140  
PHILADELPHIA, PA 19103

IN THE COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.  
Plaintiff

vs.

KENNETH A. MARTIN  
JULIE C. MARTIN  
F/K/A JULIA C. DEELEY F/K/A JULIE C.  
DEELEY A/K/A JULIA C. MARTIN

Defendants

Court of Common Pleas

Civil Division

COLUMBIA County

No. 2007-CV-548

**ORDER**

AND NOW, this 9th day of October, 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	\$69,525.21
Interest Through December 2, 2009	\$8,138.28
Per Diem \$13.52	
Late Charges	\$19.49
Legal fees	\$2,200.00
Cost of Suit and Title	\$1,993.00
Sheriff's Sale Costs	\$1,300.00
Property Inspections/ Property Preservation	\$80.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium/	\$305.23
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$1,897.69
<b>TOTAL</b>	<b>\$85,458.90</b>

Plus interest from December 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

*[Signature]*  
J.

5



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 9/23/2009

SERVICE# 1 - OF - 13 SERVICES  
DOCKET # 162ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY  
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

<b>PERSON/CORP TO SERVED</b>
KENNETH MARTIN
1505 FAIRVIEW AVE.
BERWICK

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON JULIE MARTIN

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

DATE 09.24.09 TIME 1800 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

Phu Dill

DATE 09.24.09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

DATE RECEIVED 9/23/2009

SERVICE# 2 - OF - 13 SERVICES

DOCKET # 162ED2009

PLAINTIFF

WELLS FARGO BANK, N.A.

DEFENDANT

KENNETH A MARTIN

ATTORNEY FIRM

JULIE C. MARTIN AKA JULIE C. DEELEY

PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
JULIE MARTIN
1505 FAIRVIEW AVE.
BERWICK

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON JULIE MARTIN

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

DATE 09-24-09 TIME 1800 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

Phu Dill

DATE 09-24-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

DATE RECEIVED 9/23/2009

SERVICE# 5 - OF - 13 SERVICES

DOCKET # 162ED2009

PLAINTIFF

WELLS FARGO BANK, N.A.

DEFENDANT

KENNETH A MARTIN

JULIE C. MARTIN AKA JULIE C. DEELEY

ATTORNEY FIRM

PHELAN HALLINAN AND SCHMIEG

**PERSON/CORP TO SERVED**

CONNIE GINGHER-TAX COLLECTOR

1615 LINCOLN AVE.

BERWICK

**PAPERS TO SERVED**

MORTGAGE FORECLOSURE

SERVED UPON

*POSTED*

RELATIONSHIP

IDENTIFICATION

DATE *09.30.09*

TIME

*1220*

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

*09.30.09*

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 9/23/2009

SERVICE# 6 - OF - 13 SERVICES  
DOCKET # 162ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY  
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

BERWICK SEWER
---------------

1108 FREAS AVE.
-----------------

BERWICK
---------

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON KRISTY ROMIG

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

DATE 09.30.09 TIME 1255 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 09.30.09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 9/23/2009

SERVICE# 7 - OF - 13 SERVICES  
DOCKET # 162ED2009

PLAINTIFF WEI.LS FARGO BANK, N.A.

DEFENDANT KENNETH A MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY

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 9-24-09 TIME 1018 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

TYPE OF SERVICE: ☒ A. PERSONAL SERVICE AT POA \_\_\_\_\_ POB X 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 9-24-09



October 2, 2009

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

**WELLS FARGO BANK, N.A.**

**VS.**

**KENNETH A. MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY**

**DOCKET # 162ED2009**

**JD # 548JD2007**

Dear Timothy:

The amount due on the sewer account #133922 for the property located at 1505 Fairview Avenue, Berwick, Pennsylvania through December 31, 2009 is \$341.77.

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

Sincerely,

Kristy Romig  
Authority Clerk

*Hearing Impaired 711*

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

*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:  
DATE RECEIVED 9/23/2009

SERVICE# 10 - OF - 13 SERVICES  
DOCKET # 162ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT KENNETH A MARTIN  
JULIE C. MARTIN AKA JULIE C. DEELEY  
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~~ Renae Newhart

RELATIONSHIP office manager IDENTIFICATION

DATE 9-24-09 TIME 0800 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

Jallison

DATE

9-24-09

COUNTY OF COLUMBIA  
REAL ESTATE TAX CERTIFICATION

Date: 09/24/2009

Fee: \$5.00

Cert. NO: 6614

MARTIN KENNETH A & JULIE C  
1505 FAIRVIEW AVE  
BERWICK PA 18603

District: BERWICK BORO  
Deed: 20040 -5888  
Location: LOT 140  
Parcel Id:04D-05 -156-00,000

Assessment: 21,032  
Balances as of 09/24/2009

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

NO TAX CLAIM TAXES DUE

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



# REAL ESTATE OUTLINE

ED # 162-01

DATE RECEIVED 9-23-07  
DOCKET AND INDEX 7-24-07

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION ✓  
COPY OF DESCRIPTION ✓  
WHEREABOUTS OF LKA ✓  
NON-MILITARY AFFIDAVIT ✓  
NOTICES OF SHERIFF SALE ✓  
WAIVER OF WATCHMAN ✓  
AFFIDAVIT OF LIENS LIST ✓  
CHECK FOR \$1,350.00 OR ✓ CK# 855/82

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

SALE DATE Dec. 2, 07 TIME 10:00  
POSTING DATE Oct. 22, 07  
ADV. DATES FOR NEWSPAPER  
1<sup>ST</sup> WEEK Dec. 1  
2<sup>ND</sup> WEEK 2  
3<sup>RD</sup> WEEK 3, 2007

TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-1622

24 HOUR PHONE  
(570) 784-6300

Thursday, September 24, 2009

**WELLS FARGO HOME MORTGAGE, INC.**  
**PO BOX 10304**  
**DES MOINES, IA 50306-**

**WELLS FARGO BANK, N.A.**  
**VS**  
**KENNETH A MARTIN**  
**JULIE C. MARTIN AKA JULIE C. DEELEY**

**DOCKET # 162ED2009**

**JD # 548JD2007**

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

**Phelan Hallinan & Schmieg, LLP**

By: Daniel G. Schmieg, Esquire

Identification No. 62205

Jay B. Jones, Esquire

Identification No. 86657

Andrew L. Spivack

Identification No. 84439

Jenine R. Davey

**Attorney for Plaintiff**

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

**WELLS FARGO BANK, N.A.**

**Plaintiff,**

**v.**

**KENNETH A. MARTIN**

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**

**Defendant(s).**

**: COLUMBIA COUNTY**  
**:**  
**: COURT OF COMMON PLEAS**  
**:**  
**: CIVIL DIVISION**  
**:**  
**: NO. 548-CV-2007**  
**:**  
**:**  
**:**

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

**TO: KENNETH A. MARTIN**  
**1505 FAIR VIEW AVENUE**  
**BERWICK, PA 18603**

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**  
**1505 FAIRVIEW AVENUE**  
**BERWICK, PA 18603**

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 **1505 FAIRVIEW AVENUE, BERWICK, PA 18603** is scheduled to be sold at Sheriff's Sale on December 2, 2009, at 9:00 a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$78,109.37** obtained by WELLS FARGO BANK, N.A., (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, WELLS FARGO BANK, N.A. , 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 5<sup>TH</sup> STREET  
BLOOMSBURG, PA 17815  
(570) 784-8760**

## DESCRIPTION

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

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3 degrees) degrees zero (00 minute) minutes east a distance of 160 feet to a fifteen (15) foot wide alley; thence along said alley, north eighty-seven (87 degrees) degrees zero (00 minute) minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3 degrees) degrees zero (00 minute) minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87 degrees) degrees zero (00 minute) minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book No. 7, pages 496, 497.

Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
Tax Parcel #04D-05-156-00,000

**SHOP<sup>TM</sup> DESCRIPTION FOR ADVERTISING**

By virtue of a Writ of Execution No. 548-CV-2007

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY

owner of property situate in the BOROUGH OF BERWICK, Columbia County,  
Pennsylvania, (Municipality) being

1505 FAIRVIEW AVENUE, BERWICK, PA 18603

Parcel No. WELLS FARGO BANK, N.A.

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

JUDGEMENT \$:78,109.37

Attorneys for Plaintiff

Phelan, Hallinan & Schmieg, LLP

# SHERIFF'S SALE

WEDNESDAY DECEMBER 2, 2009 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 162 OF 2009 ED AND CIVIL WRIT NO. 548 OF 2007 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603.  
Tax Parcel #04D-05-156-00,000

## 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 in cash, certified check or cashier's check.

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

**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.**

**If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.**

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

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

# SHERIFF'S SALE

WEDNESDAY DECEMBER 2, 2009 AT 9:00 AM

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603.

Tax Parcel #04D-05-156-00.000

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**If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.**

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

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



# SHERIFF'S SALE

WEDNESDAY DECEMBER 2, 2009 AT 9:00 AM

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603.

Tax Parcel #04D-05-156-00,000

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**If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.**

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

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

# SHERIFF'S SALE

WEDNESDAY DECEMBER 2, 2009 AT 9:00 AM

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Tax Parcel #04D-05-156-00.000

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**If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.**

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

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

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

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C.  
DEELEY

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 548-CV-2007

WRIT OF EXECUTION  
(Mortgage Foreclosure)

2009-ES-162

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: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
(See Legal Description attached)

Amount Due

\$78,109.37

Additional Fees and Costs

\$0.00

Interest from 7/8/2007 to Date of Sale  
at \$12.84per diem

\$.....and costs.

Dated 09.23.09  
(SEAL)

PHIS#151501

Tamara B. Kline  
Barbara N. Schutte  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of Columbia County, Penna.

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

**PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183**

WELLS FARGO BANK, N.A.

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C.  
DEELEY

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

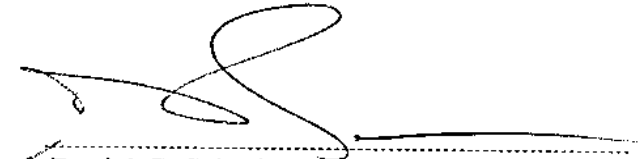
No. 548-CV-2007

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	<u>\$78,109.37</u>
Additional Fees and Costs	<u>\$0.00</u>
Interest from 7/8/2007 to Date of Sale @ \$12.84 per diem	\$_____ and costs.



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

Note: Please attach description of Property.  
PHS#151501

RECEIVED  
CLERK OF COURT  
JUL 11 2007  
10:54 AM  
COLUMBIA COUNTY

PAID TO CLERK

2007 JUL -9 PM 1:07

CLEARING HOUSE  
COLUMBIA COUNTY, PA

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

Wells Fargo Bank, N.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Columbia County

Kenneth A. Martin

: No. 2007-CV-548

Julie C. Martin A/K/A Julie C. Deeley

Defendants

**ORDER**

AND NOW, this 8th day of July, 2007 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	\$70,916.46
Interest Through 8/01/07	4,150.59
Per Diem \$13.79	
Late Charges	0.00
Legal fees	1,250.00
Cost of Suit and Title	1,370.00
Sheriff's Sale Costs	0.00
Property Inspections	47.50
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	28.59
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00

Suspense/Misc. Credits  
Escrow Deficit

(162.48)  
508.71

**TOTAL**

**\$78,109.37**

Plus interest from 8/01/07 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 Thomas A. James Jr.  
s.

151501

**Phelan Hallinan & Schmieg, LLP**

By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
Jay B. Jones, Esquire  
Identification No. 86657  
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**


<b>WELLS FARGO BANK, N.A.</b>	:	<b>COLUMBIA COUNTY</b>
	:	
	:	<b>COURT OF COMMON PLEAS</b>
	:	
<b>Plaintiff,</b>	:	<b>CIVIL DIVISION</b>
<b>v.</b>	:	
	:	<b>NO. 548-CV-2007</b>
<b>KENNETH A. MARTIN</b>	:	
	:	
	:	
<b>JULIE C. MARTIN A/K/A JULIE C. DEELEY</b>	:	
	:	
<b>Defendant(s).</b>	:	
	:	

**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:

- ( X ) 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. 86657

Andrew L. Spivack

Identification No. 84439

Jenine R. Davey

Identification No. 87077

**Attorney for Plaintiff**

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

**WELLS FARGO BANK, N.A.**

**Plaintiff,**

**v.**

**KENNETH A. MARTIN**

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**

**Defendant(s).**

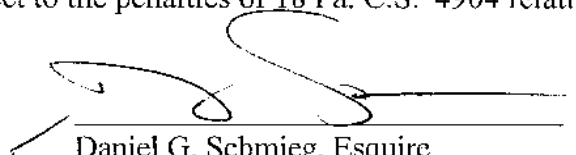
**: COLUMBIA COUNTY**  
**:**  
**: COURT OF COMMON PLEAS**  
**:**  
**: CIVIL DIVISION**  
**:**  
**: NO. 548-CV-2007**  
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- ☒ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☐ Act 91 procedures have been fulfilled

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. 86657  
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

<b>WELLS FARGO BANK, N.A.</b>	:	<b>COLUMBIA COUNTY</b>
	:	
<b>Plaintiff,</b>	:	<b>COURT OF COMMON PLEAS</b>
<b>v.</b>	:	
	:	<b>CIVIL DIVISION</b>
<b>KENNETH A. MARTIN</b>	:	
	:	<b>NO. 548-CV-2007</b>
<b>JULIE C. MARTIN A/K/A JULIE C. DEELEY</b>	:	
	:	
<b>Defendant(s).</b>	:	
	:	
	:	
	:	

**AFFIDAVIT PURSUANT TO RULE 3129**

**WELLS FARGO BANK, N.A.**, 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 **1505 FAIRVIEW AVENUE, BERWICK, PA 18603**.

- |    |   |  |
|----|---|--|
| 1. | Name and address of Owner(s) or reputed Owner(s): |  |
|    | NAME  | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|    | <b>KENNETH A. MARTIN</b>                          | <b>1505 FAIR VIEW AVENUE</b>   |
|    |   | <b>BERWICK, PA 18603</b>   |
|    | <b>JULIE C. MARTIN A/K/A JULIE C. DEELEY</b>      | <b>1505 FAIRVIEW AVENUE</b>  |
|    |   | <b>BERWICK, PA 18603</b>   |
| 2. | Name and address of Defendant(s) in the judgment: |  |
|    | NAME  | ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|    | <b>SAME AS ABOVE</b>                              |  |

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
Jay B. Jones, Esquire  
Identification No. 86657  
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

**WELLS FARGO BANK, N.A.**

**Plaintiff,**

**v.**

**KENNETH A. MARTIN**

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**

**Defendant(s).**

: **COLUMBIA COUNTY**  
:  
: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 548-CV-2007**  
:  
:  
:  
:  
:  
:

**AFFIDAVIT PURSUANT TO RULE 3129**

**WELLS FARGO BANK, N.A.**, 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 **1505 FAIRVIEW AVENUE, BERWICK, PA 18603**.

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

NAME

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

**KENNETH A. MARTIN**

**1505 FAIR VIEW AVENUE  
BERWICK, PA 18603**

**JULIE C. MARTIN A/K/A JULIE C.  
DEELEY**

**1505 FAIRVIEW AVENUE  
BERWICK, PA 18603**

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.)

**WELLS FARGO HOME  
MORTGAGE, INC.**

**P.O. BOX 10304  
DES MOINES, IA 50306-0304**

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**

**1505 FAIRVIEW AVENUE  
BERWICK, PA 18603**

**DOMESTIC RELATIONS OF  
COLUMBIA COUNTY**

**COLUMBIA COUNTY COURTHOUSE  
P.O. BOX 380  
BLOOMSBURG, PA 17815**

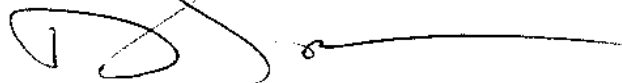
**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE**

**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.

September 22, 2009

Date

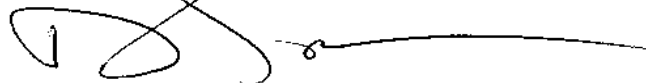


**Daniel G. Schmieg, Esquire  
Jay B. Jones, Esquire  
Andrew L. Spivack, Esquire  
Jenine R. Davey  
Attorney for Plaintiff**

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.) |
|--|--|
| <b>WELLS FARGO HOME MORTGAGE, INC.</b> | <b>P.O. BOX 10304<br/>DES MOINES, IA 50306-0304</b>                        |
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.) |
|-------------|--|
| <b>NONE</b> |  |
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.) |
|-------------|--|
| <b>NONE</b> |  |
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.) |
|-------------|--|
| <b>NONE</b> |  |
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.)  |
|---|---|
| <b>TENANT/OCCUPANT</b>  | <b>1505 FAIRVIEW AVENUE<br/>BERWICK, PA 18603</b>                           |
| <b>DOMESTIC RELATIONS OF COLUMBIA COUNTY</b>                  | <b>COLUMBIA COUNTY COURTHOUSE<br/>P.O. BOX 380<br/>BLOOMSBURG, PA 17815</b> |
| <b>COMMONWEALTH OF PENNSYLVANIA<br/>DEPARTMENT OF WELFARE</b> | <b>P.O. BOX 2675<br/>HARRISBURG, PA 17105</b>                               |

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.

September 22, 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

Identification No. 62205

Jay B. Jones, Esquire

Identification No. 86657

Andrew L. Spivack

Identification No. 84439

Jenine R. Davey

**Attorney for Plaintiff**

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

**WELLS FARGO BANK, N.A.**

:

**COLUMBIA COUNTY**

:

**Plaintiff,**

:

**COURT OF COMMON PLEAS**

**v.**

:

**KENNETH A. MARTIN**

:

**CIVIL DIVISION**

:

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**

:

**NO. 548-CV-2007**

:

**Defendant(s).**

:

:

:

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

TO: **KENNETH A. MARTIN**  
**1505 FAIR VIEW AVENUE**  
**BERWICK, PA 18603**

**JULIE C. MARTIN A/K/A JULIE C. DEELEY**  
**1505 FAIRVIEW AVENUE**  
**BERWICK, PA 18603**

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 **1505 FAIRVIEW AVENUE, BERWICK, PA 18603** 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 **\$78,109.37** obtained by WELLS FARGO BANK, N.A., (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, WELLS FARGO BANK, N.A. , 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 5<sup>TH</sup> STREET  
BLOOMSBURG, PA 17815  
(570) 784-8760**

### **DESCRIPTION**

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

BEGINNING at the southwest corner of Lot No. 141, this being the west side of the first lot west of Poplar Street on Fairview Avenue, on what was formerly known as the Brittain Farm; thence along said lot, north three (3 degrees) degrees zero (00 minute) minutes east a distance of 160 feet to a fifteen (15) foot wide alley; thence along said alley, north eighty-seven (87 degrees) degrees zero (00 minute) minutes west a distance of 45 feet to the corner of Lot No. 139; thence along said Lot Number 139, south three (3 degrees) degrees zero (00 minute) minutes west a distance of 160 feet to Fairview Avenue; thence along Fairview Avenue, south eighty-seven (87 degrees) degrees zero (00 minute) minutes east a distance of 45 feet to the place of BEGINNING.

This description is intended to cover and this deed to convey Lot No. 140. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book No. 7, pages 496, 497.

Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
Tax Parcel #04D-05-156-00,000

**SHOI   DESCRIPTION FOR ADVERTISER**

**By virtue of a Writ of Execution No. 548-CV-2007**

**WELLS FARGO BANK, N.A.**

**vs.**

**KENNETH A. MARTIN and JULIE C. MARTIN A/K/A JULIE C. DEELEY**

**owner of property situate in the BOROUGH OF BERWICK, Columbia County,  
Pennsylvania, (Municipality) being**

**1505 FAIRVIEW AVENUE, BERWICK, PA 18603**

**Parcel No. WELLS FARGO BANK, N.A.**

**(Acreage or street address)**

**Improvements thereon: RESIDENTIAL DWELLING**

**JUDGEMENT \$:78,109.37**

**Attorneys for Plaintiff**

**Phelan, Hallinan & Schmieg, LLP**



## DESCRIPTION

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

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
Tax Parcel #04D-05-156-00,000

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
Tax Parcel #04D-05-156-00,000

## DESCRIPTION

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Premises being: 1505 FAIRVIEW AVENUE, BERWICK, PA 18603  
Tax Parcel #04D-05-156-00,000

# SHERIFF'S RETURN

WELLS FARGO BANK, N.A.

Plaintiff

vs.

KENNETH A. MARTIN

JULIE C. MARTIN A/K/A JULIE C. DEELEY

Defendants

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 548-CV-2007 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, \_\_\_\_\_, See return endorsed hercon by Sheriff of \_\_\_\_\_ County, Pennsylvania, and made a part of this

return

So Answers,

\_\_\_\_\_  
Sheriff

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

# SHERIFF'S DEPARTMENT

## SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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


Expiration date

Plaintiff  
WELLS FARGO BANK, N.A.

Court Number  
548-CV-2007

Defendant  
KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

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.  
KENNETH A. MARTIN

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)  
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

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

Telephone Number  
(215)563-7000

Date

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

PLAINTIFF

Court Number

### RETURNED:

AFFIRMED and subscribed to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

SO ANSWERS  
Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

# 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  
WELLS FARGO BANK, N.A.

Court Number  
548-CV-2007

Defendant  
KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

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.  
JULIE C. MARTIN A/K/A JULIE C. DEELEY  
 ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)  
1505 FAIRVIEW AVENUE, BERWICK, PA 18603

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

Telephone Number  
(215)563-7000

Date

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

PLAINTIFF

Court Number

### RETURNED:

AFFIRMED and subscribed to before me this \_\_\_\_\_ day  
 of \_\_\_\_\_ 20

SO ANSWERS  
Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

# 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

WELLS FARGO BANK, N.A.

Court Number

548-CV-2007

Defendant

KENNETH A. MARTIN & JULIE C. MARTIN A/K/A JULIE C. DEELEY

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)

1505 FAIRVIEW AVENUE, BERWICK, PA 18603

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

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

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

Sheriff of COLUMBIA County, Penna.

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

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff

— Defendant

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

of \_\_\_\_\_ 20

SO ANSWERS

Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

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

TD BANK, N.A.  
PHILADELPHIA, PA 19148

3-180/350

CHECK NO  
853182

JAN 08/17/2009

DATE	AMOUNT
09/17/2009	*****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  
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*Thomas S. Hallinan*

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