

# SHERIFF'S SALE COST SHEET

First Keystone Bank vs. Charles & Wendy Pensthorpe  
 NO. 165-01 ED NO. 649-01 JD DATE/TIME OF SALE Mar 24 0930

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>180.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>44.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>10.00</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>428.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>204.98</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>429.98</u>	

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

REAL ESTATE TAXES:			
BORO, TWP & COUNTY	20	\$	<u>584.38</u>
SCHOOL DIST.	20	\$	
DELINQUENT	20	\$	<u>757.09</u>
TOTAL ***** \$ <u>1341.47</u>			

MUNICIPAL FEES DUE:			
SEWER	20	\$	
WATER	20	\$	
TOTAL ***** \$ <u>- 0 -</u>			

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>
MISC.	\$
	\$
TOTAL ***** \$ <u>- 0 -</u>	

TOTAL COSTS (OPENING BID) \$ 781.45

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

First Keystone Bank vs Clio & County Register market

NO. 165-09 ED NO. 649-09 JD

DATE/TIME OF SALE: Mar 24 0900

BID PRICE (INCLUDES COST) \$ 7871.45

POUNDAGE - 2% OF BID \$ 57.43

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 8028.88

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

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

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

PURCHASER(S) SIGNATURE(S): John Slick

TOTAL DUE: \$ 8028.88

LESS DEPOSIT: \$ 2000.-

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

TOTAL DUE IN 8 DAYS \$ 6028.88

**GOLDBECK MCCAFFERTY & MCKEEVER**

**Suite 5000 Mellon Independence Center**

**701 Market Street**

**Philadelphia, PA 19106**

[www.goldbecklaw.com](http://www.goldbecklaw.com)

April 13, 2010

SHERIFF OF COLUMBIA COUNTY

Real Estate Division

Sheriff's Office

PO Box 380

Bloomsburg, PA 17815

RE: FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF  
BERWICK vs. CHARLES F. FENSTERMACHER and WENDY L.  
FENSTERMACHER

**Sale Book/Writ No.: /**

Docket Number: 2009-CV-649

Sale Date: 03/24/2010

Property Address: 620 Scenic Avenue Bloomsburg, PA 17815

To the Sheriff:

Enclosed are Transfer Tax Affidavits and an Assignment of Bid with regard to the  
above-captioned matter. Please deed the property to:

FANNIE MAE

PO BOX 650043

Dallas, TX 75265-0043

**If funds are required to settle with the Sheriff and they are not enclosed, please  
call, fax or email the cost sheet to Kristen Fluehr.** Please notify our office when the deed is  
recorded.

**GOLDBECK MCCAFFERTY & MCKEEVER**

Kristen Fluehr

Post Sale Department

412-788-7190

412-788-7192 (fax)

[KFluehr@goldbecklaw.com](mailto:KFluehr@goldbecklaw.com)

Jeff Nefferdorf

Post Sale Department (FHA & VA)

215-825-6343

215-825-6443 (fax)

[Jnefferdorf@goldbecklaw.com](mailto:Jnefferdorf@goldbecklaw.com)

Antoniette Black – Manager

Sale/Post Sale Department

215-825-6347

215-825-6447 (fax)

[Abblack@goldbecklaw.com](mailto:Abblack@goldbecklaw.com)

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

**RECORDER'S USE**

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is/is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship (2) public utility easement. If more space is needed, attach additional sheet(s).

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

NAME <b>GOLDBECK, McCAFFERTY &amp; McKEEVER</b>		TELEPHONE NUMBER <b>(215) 627-1322</b>	
STREET ADDRESS <b>701 Market Street, Suite 5000 - Mellon Independence Center</b>	CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19106-1532</b>

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>SHERIFF OF COLUMBIA COUNTY</b>	DATE OF ACCEPTANCE OF DOCUMENT	GRANTEE(S)/LESSEE(S) <b>FANNIE MAE</b>
STREET ADDRESS <b>Sheriff's Office, PO Box 380</b>	STREET ADDRESS <b>PO BOX 650043,</b>	
CITY <b>Bloomsburg</b>	STATE <b>PA</b>	ZIP CODE <b>17815</b>
CITY <b>Dallas</b>	STATE <b>TX</b>	ZIP CODE <b>75265-0043</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>620 Scenic Avenue</b>	CITY, TOWNSHIP, BOROUGH <b>Bloomsburg - TOWNSHIP OF MAIN</b>	
COUNTY <b>Columbia</b>	SCHOOL DISTRICT	TAX PARCEL NUMBER <b>22-01C-01</b>
1. ACTUAL CASH CONSIDERATION <b>\$7,871.45</b>	2. OTHER CONSIDERATION <b>+ -0-</b>	3. TOTAL CONSIDERATION <b>= \$7,871.45</b>

**D. VALUATION DATA**

4. COUNTY ASSESSED VALUE <b>\$46,192.00</b>	5. COMMON LEVEL RATIO FACTOR <b>X 3.69</b>	6. FAIR MARKET VALUE <b>= \$170,448.48</b>
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**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION Claimed <b>100%</b>	1B. Percentage of Grantor's Interest in Real Estate <b>100%</b>	1c. Percentage of Grantor's Interest Conveyed <b>100%</b>
--	--	--

**2. Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession \_\_\_\_\_ • (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust.. (Attach copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- ☐ Corrective or confirmatory deed.. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) **MERS #: FANNIE MAE IS AN EXEMPT CORPORATION. THE TRANSFER TAX #12 U.S.C. 1723 A.© (2).**

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

DATE

**April 13, 2010**

**GOLDBECK McCAFFERTY & McKEEVER**

A PROFESSIONAL CORPORATION

**ATTORNEYS AT LAW**

SUITE 5000

MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

PA (215) 627-1322

FAX (215) 627-7734

**[www.goldbecklaw.com](http://www.goldbecklaw.com)**

**April 13, 2010**

**Addendum to Realty Transfer Tax Statement of Value**

Attn: Pa Department of Revenue – Bureau of Individual Taxes

Re: 620 Scenic Avenue Bloomsburg, PA 17815

Plaintiff: FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK

Date of Judgment: 10/5/2009

Date of Sale: Wednesday, March 24, 2010

Date of Original Mortgage: 12/17/1999

Original Mortgagor: FIRST NATIONAL BANK OF BERWICK

Date Recorded: 12/17/1999

Book, Page, Instrument #: Instrument # 199911808

The Plaintiff and Original Mortgagee are the same. An assignment was recorded into N/A

Assignment of Mortgage Recorded: N/A

Book, Page, Instrument #: N/A

**GOLDBECK McCAFFERTY & McK /ER  
A PROFESSIONAL CORPORATION**

SUITE 5000, MELLON INDEPENDENCE CENTER  
701 MARKET ST. PHILADELPHIA, PA 19106  
(215) 627-1322

**FIRSTTRUST**

800.220.BANK / firsttrust.com

3-7380-2360

04/12/2010

025589

PAY  
TO THE  
ORDER OF

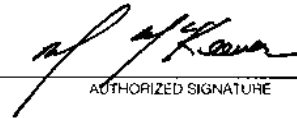
**SHERIFF OF COLUMBIA COUNTY**

**\$\*\*6,028.88**

**SIX THOUSAND TWENTY-EIGHT AND 88 / 100** -----DOLLARS

*Sheriff's Office  
PO Box 380  
Bloomsburg PA, 17815*

- MORTGAGE DISBURSEMENT ACCOUNT

  
AUTHORIZED SIGNATURE

MEMO **Fenstermacher**

⑈525589⑈ ⑆236073801⑆ 70 1100018⑈

**GOLDBECK McCAFFERTY & McKEEVER**

04/12/2010

**525589**

**SHERIFF OF COLUMBIA COUNTY**

**\$6,028.88**

**Fenstermacher**

Mortgage Disbursement

Security features. Details on back.





County 024

PARCELID 22-015-001-00.000

TAX YEAR: 2010

ALTERNATEID

EFFECTIVE DATE

Year Authority Fund

Delq Year	Bill Roll	Tax	Interest	Penalty	Other	Pending	Total Amount
2008	PRIM	1,889.27	218.12	188.93	75.00		2,371.32
2009	PRIM	1,893.94	31.24	189.39	45.00		2,159.57
Total		3,783.21	249.36	378.32	120.00		4,530.89

4,530.89

51.24 — interest

50.00 — Posting

5.00 — Tax Cert.

004

4,530.89

April amount

# Tax Bill Master Transaction Detail

FENSTERMACHER CHARLES F 2010-22 -RE -022731

tctax1s

Tax

Taxpayer Name	Bill #	Post Date	Disc Amt	Face Amt	Pent Amt	Code	Category	Parcel
FENSTERMACHER CHARLES F	022731	01/15/2010	278.22	283.90	312.29	G	O	22 -01C-001-00,000
FENSTERMACHER CHARLES F	022731	01/15/2010	45.27	46.19	50.81	R	O	22 -01C-001-00,000
FENSTERMACHER CHARLES F	022731	01/15/2010	60.89	62.13	68.34	S	O	22 -01C-001-00,000
Sub-Total			384.38	392.22	431.44			

THIS IS ONLY  
COUNTY & TWP. FOR 2010 TAXES  
(SCHOOL TAXES ARE NOT INCLUDED)



**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**  
**SUITE 5000 - MELLON INDEPENDENCE CENTER**  
**701 MARKET STREET**  
**PHILADELPHIA, PA 19106-1532**  
**(215) 627-1322**  
**FAX (215) 627-7734**

February 9, 2010

Columbia

Timothy T. Chamberlain  
SHERIFF OF COLUMBIA COUNTY  
Sheriff's Office  
PO Box 380  
Bloomsburg, PA 17815  
FAX 570-389-5625

**BOOK WRIT**

RE: FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK  
vs.  
CHARLES F. FENSTERMACHER and WENDY L. FENSTERMACHER  
No. 2009-CV-649

Property address:

*620 Scenic Avenue  
Bloomsburg, PA 17815*

Sheriff's Sale Date: February 10, 2010

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for February 10, 2010 to March 24, 2010.

Thank you for your cooperation.

Very truly yours,

  
Michael T. McKeever

MTM/genm

cc: Steven M. Kotch  
FIRST KEYSTONE NATIONAL BANK

LAW OFFICES OF PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

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 January 20, 27 and February 3, 2010 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 5th day of February, 2010

(Notary Public)  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis L. Ashenfelder, Notary Public  
Scott Twp., Columbia County  
My Commission Expires July 3, 2011  
Member, 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.

COUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 21-JAN-10

FEE: \$5.00

CERT. NO: 6956

FENSTERMACHER CHARLES F  
FENSTERMACHER WENDY L  
620 SCENIC AVE  
BLOOMSBURG PA 17815

DISTRICT: MAIN TWP  
DEED 19991-1807  
LOCATION: LOT 168  
PARCEL: 22 -01C-001-00,000

YEAR	BILL ROLL	AMOUNT	-----PENDING----- INTEREST	COSTS	TOTAL AMOUNT DUE
2008	PRIM	2,340.16	31.17	0.00	2,371.33
2009	PRIM	2,098.33	31.25	30.00	2,159.58
TOTAL DUE :					\$4,530.91

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: March , 2010

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2009

REQUESTED BY:

*Timothy T. Chamberlain, Sheriff*  
dm

# Tax Bill Master Transaction Detail

tctax1s

FENSTERMACHER CHARLES F --- 2010-22 -RE -022731

Tax

Taxpayer Name	Bill #	Post Date	Disc Amt	Face Amt	Pent Amt	Code	Category	Parcel
FENSTERMACHER CHARLES F	022731	01/15/2010	278.22	283.90	312.29	G	O	22 -01C-001-00,000
FENSTERMACHER CHARLES F	022731	01/15/2010	45.27	46.19	50.81	R	O	22 -01C-001-00,000
FENSTERMACHER CHARLES F	022731	01/15/2010	60.89	62.13	68.34	S	O	22 -01C-001-00,000
Sub-Total			384.38	392.22	431.44			

THIS IS ONLY  
COUNTY & TWP. FOR THE 2010 TAXES  
(SCHOOL TAXES ARE NOT INCLUDED)

pm

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>165</sup>  
☒ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *10/14/09*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

008 1830 0002 2802 2663

Return Receipt 102595-02-M-1540

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

2. Article Number  
 (Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>165</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *DAVID PIERCE* C. Date of Delivery *10/14/09*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 1830 0002 2802 2618

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>165</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *Art Martinez* C. Date of Delivery *OCT 09 2009*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

SALE

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

108 1830 0002 2802 2632

Receipt 102595-02-M-1540

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

2. Article Number  
 (Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>165</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *OCT 09 2009*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 1830 0002 2802 2625

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Commonwealth of PA  
 PO Box 2675  
 Harrisburg, PA 17105

2. Article Number  
 (Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>165</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *OCT 09 2009*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 1830 0002 2802 2670

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Mortgage Electronic Reg Systems  
3300 SW 34th Ave.  
Ocala, FL 34474

## 2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Mortgage Electronic Reg Systems  
PO Box 2026  
Flint, MI 48501

## 2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

Signature

Agent

Address

City

State

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Address

City

State

B. Received by (Printed Name)

Blaine K. Grant

C. Date of Delivery

OCT 15 2009

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 1830 0002 2802 2649

OCT 15 2009

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 10/5/2009

SERVICE# 7 - OF - 13 SERVICES  
DOCKET # 165ED2009

PLAINTIFF FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DEFENDANT CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON MAUREEN Cole

RELATIONSHIP CUSTOMER SERVICE IDENTIFICATION \_\_\_\_\_

DATE 1-15-10 TIME 0900 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. Kester

DATE 1-15-10

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/5/2009

SERVICE# 6 - OF - 13 SERVICES  
DOCKET # 165ED2009

PLAINTIFF FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DEFENDANT CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

<b>PERSON/CORP TO SERVED</b>
MARJORIE LAYTAR-TAX COLLECTOR
332C MAIN MIFFLIN ROAD
BLOOMSBURG

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

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

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

DATE 1-14-10 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) posted

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

DEPUTY

DATE

1-14-10



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 10/5/2009

SERVICE# 10 - OF - 13 SERVICES  
DOCKET # 165ED2009

PLAINTIFF FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DEFENDANT CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Deb

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

DATE 1-15 TIME 0910 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

TC DATE \_\_\_\_\_

**In the Court of Common Pleas of        COLUMBIA        County, Pennsylvania**  
**DOMESTIC RELATIONS SECTION**  
**NOTICE OF LIEN**

**TO:**

TIMOTHY T CHAMBERLAIN  
SHERIFF OF COLUMBIA COUNTY  
COLUMBIA COUNTY COURTHOUSE  
35 WEST MAIN STREET  
BLOOMSBURG, PA 17815

**FROM:**

(IV-D Agency or name of obligee and/or his or her private  
attorney or entity acting on behalf of the obligee, address)

DOMESTIC RELATIONS SECTION  
PO BOX 380  
BLOOMSBURG PA 17815

**Phone: (570) 387-8870    Fax: (570) 387-8876**

**Email:**

**Obligor:**

WENDY L. FENSTERMACHER  
29 E. 6TH STREET  
BLOOMSBURG, PA 17815

**Obligee:**

CHARLES F. FENSTERMACHER

**IV-D Case #:** 050111251

**SSN:** 160-62-2975    **Date of Birth:** 04/10/68

This lien results from a support order, entered on DECEMBER 21, 2009 by Pennsylvania Court of  
Common Pleas in        COLUMBIA        County, tribunal number 010506 .

As of JANUARY 11, 2010 , the obligor owes unpaid support in the amount of \$2,144.90 . This  
judgement may be subject to interest.

Prospective amounts of support, not paid when due, are judgments that are added to the lien amount.  
This lien attaches to all non-exempt real and/or titled personal property of the above-named obligor  
which is located or existing within the State/county of filing, including any property specifically  
described below.

Specific description of property: 620 SCENIC AVENUE, BLOOMSBURG, PA 17815

All aspects of this lien, including its priority and enforcement, are governed by the law of the State  
where the property is located. An obligor must follow the laws and procedures of the State where the  
property is located or recorded. An obligor may also contact the entity sending the lien. This lien  
remains in effect until released by the obligee or in accordance with the laws of the State where the  
property is located.

**Note to Lien Recorder: Please provide the sender with a copy of the filed lien, containing the  
recording information, at the address provided above.**

Check either "A" or "B" below. The option that does not apply may be omitted from the form. If "B" is checked, the form must be notarized.

A. ☒ Submitted by a IV-D agency/office on behalf of the named obligee

As an authorized agent of a State or Tribal, or subdivision of a State or Tribal, agency responsible for implementing the support enforcement program set forth in Title IV, Part D, of the Federal Social Security Act (42 U.S.C. 651, et seq.), I have authority to file this child support lien in any state, or U.S. Territory. For additional information regarding this lien, including the pay-off amount, please contact the authorized agency and reference its case number, both listed above.

Debra Welliver  
Authorized Agent

1/12/10  
Date

Debra C Keller 570-387-8870  
Print name, e-mail address, phone and fax number

B. ☐ Submitted by an obligee or a private (non-IV-D) attorney or entity on behalf of an obligee

I am: ☐ the obligee of the above referenced order [or]

☐ an attorney or entity representing the above named obligee

I certify under penalty of perjury that the information contained in this notice is true and accurate and that this lien is submitted in accordance with the laws of the State of \_\_\_\_\_. For additional information regarding this lien, including the pay-off amount, please contact the obligee listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name, e-mail address, phone and fax number

I certify that \_\_\_\_\_ appeared before me and is known to me as the individual who signed the above.

State of \_\_\_\_\_ )

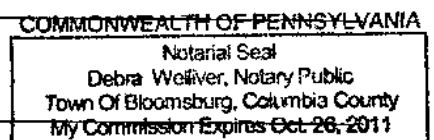
) ss.

County of \_\_\_\_\_ )

Notary Public Debra Welliver

Date 1-12-10

My appointment expires \_\_\_\_\_



NOTICE : Respondents are not required to respond to this information collection unless it displays a valid OMB control number.

OMB 0970-0153 Expiration Date: 02/28/2011

Page 2 of 2

Service Type M

Form UF-017 Rev.1

Worker ID 19302

GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
FAX (215) 825-6447  
[lienholder@goldbecklaw.com](mailto:lienholder@goldbecklaw.com)

January 7, 2010

DOMESTIC RELATIONS OF COLUMBIA COUNTY  
PO Box 380  
Bloomsburg, PA 17815

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

Owner/Defendant(s): CHARLES F. FENSTERMACHER and WENDY L.  
FENSTERMACHER  
Property to be sold: 620 Scenic Avenue, Bloomsburg, PA 17815  
Date of Sale: Friday, March 19, 2010  
Place of Sale: Sheriff's Office, Courthouse, Bloomsburg, PA  
Time of Sale: 1:30 PM  
Judgment Amount: \$117,460.81  
Foreclosure Docket: 2009-CV-649  
Executing Creditor: FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DOMESTIC RELATIONS  
2010 JAN 11 AM 11 29

Dear Lienholder,

Please be advised that this office represents the first mortgage\* holder in an Action of Mortgage Foreclosure. The above property will be sold at Sheriff's Sale on the above date, time and location.

Research of the public records indicates that you are, or may be, a lien creditor on the property owned by the Defendants. Please be advised that the Sheriff's Sale may extinguish your lien against the property. You may wish to attend the sale to protect your interest if any.

A schedule of distribution will be filed by the Sheriff 30 days after the sale. Distribution of sale proceeds, if any, will be made by the Sheriff in accordance with the schedule, unless exceptions are filed to the schedule within 10 days of the filing of the schedule. **If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to CONTACT YOUR OWN ATTORNEY as we are not permitted to give you legal advice.**

\* - FIRST NATIONAL BANK OF BERWICK, 12/17/1999, Instrument # 199911808

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 KEYSTONE NATIONAL BANK

VS.

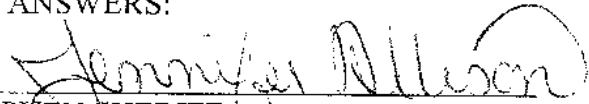
CHARLES & WENDY FENSTERMACHER


WRIT OF EXECUTION #165 OF 2009 ED

POSTING OF PROPERTY

JANUARY 6, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF CHARLES & WENDY FENSTERMACHER AT 620 SCENIC AVE BLOOMSBURG  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF JENNIFER ALLISON.

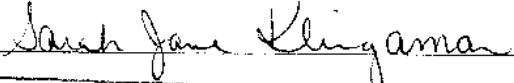
SO ANSWERS:

  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7<sup>TH</sup> DAY OF JANUARY 2010



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

GOLDBECK McCAFFERTY &amp; McKEEVER

BY: Michael T. McKeever

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A

FIRST NATIONAL BANK OF BERWICK

PO Box 289

111 West Front Street

Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER

WENDY L. FENSTERMACHER

Mortgagor(s) and

Record Owner(s)

620 Scenic Avenue

Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 2009-CV-649

**CERTIFICATE OF SERVICE****PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☒ Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified mail by Michael T. McKeever (original green Postal return receipt attached).
- ☐ Certified mail by Sheriff's Office.
- ☐ Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

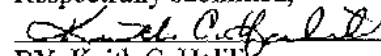
**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☐ Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).
- ☐ Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

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

Respectfully submitted,



BY: Keith C. Halili

Legal Secretary

Form **3877**, February 2002 (Page 1 of 2)      Complete by Typewriter, Ink, or Ball Point Pen

13FC	Columbia County	Sale Date: 02/10/2010
------	-----------------	-----------------------

CHARLES F. FENSTERMACHER & WENDY L. FENSTERMACHER

Name and Address of Sender		Check type of mail or service:		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)		Postmark and Date of Receipt		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		RD Fee		RR Fee	
Article Number		Addressee (Name, Street, City, State, & ZIP Code)		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation		Postage		Handling Charge		Fee											
1. GOLDBECK SUITE 5000 701 MARKET STREET PHILADELPHIA, PA 19106-1532		MICHAEL BECK C/O DERR, PURSEL, LUSCHAS & NORTON, L.L.P. 120 West Main Street P.O. Box 539 Bloomsburg, PA 17815																					
2. TERRY LEE FENSTERMACHER c/o Leslie W. Bryden 128 West Main Street Bloomsburg, PA 17815																							
3.																							
4.																							
5.																							
6.																							
7.																							
8.																							
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)																			



See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February 2002 (Page 1 of 2)

79113FC Columbia County Sale Date: 02/10/2010

CHARLES F. FENSTERMACHER &amp; WENDY L. FENSTERMACHER



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
Mortgagor(s) and Record Owner(s)

620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2009-CV-649

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

620 Scenic Avenue  
Bloomsburg, PA 17815

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

CHARLES F. FENSTERMACHER  
C/O PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

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

CHARLES F. FENSTERMACHER  
C/O PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

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

DOMESTIC RELATIONS OF COLUMBIA COUNTY  
PO Box 380  
Bloomsburg, PA 17815

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

MICHAEL BECK C/O DERR, PURSEL, LUSCHAS & NORTON, L.L.P.  
120 West Main Street  
P.O. Box 539  
Bloomsburg, PA 17815

TERRY LEE FENSTERMACHER  
c/o Leslie W. Bryden  
128 West Main Street  
Bloomsburg, PA 17815

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
3300 SW 34TH AVENUE  
SUITE 101  
OCALA, FL 34474

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR E-  
LOANS, INC.  
P.O. Box 2026  
Flint, MI 48501

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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


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.

TENANTS/OCCUPANTS  
620 Scenic Avenue  
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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

DATED: February 4, 2010

  
GOLDBECK, McCAFFERTY & McKEEVER  
BY: Keith C. Halili  
Legal Secretary

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 340  
BLOOMSBURG, PA 17815  
FAX: (717) 389-5425

PHONE  
(717) 389-5422

24 HOUR PHONE  
(717) 794-6294

FIRST KEYSTONE NATIONAL BANK F/K/A Docket # 165ED2009  
FIRST NATIONAL BANK OF BERWICK  
VS MORTGAGE FORECLOSURE  
CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, OCTOBER 14, 2009, AT 3:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON CHARLES FENSTERMACHER C/O ATTY O'CONNELL AT 14 WEST MAIN STREET, BLOOMSBURG BY HANDING TO NELLIE HICKS, SECRETARY, 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 TUESDAY, OCTOBER 20, 2009

*Sarah Jane Klingaman*  
NOTARY PUBLIC

*Timothy T. Chamberlain*  
X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

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

*Jennifer Allison*  
X  
J. ALLISON  
DEPUTY SHERIFF

GOLDBECK MCCAFFERTY & MCKEEVER  
701 MARKET STREET  
Suite 5000  
PHILADELPHIA, PA 19106

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 388  
BLOOMSBURG, PA 17815  
PAID (717) 387-5627

PHONE  
(717) 387-4320

24 HOUR PHONE  
(717) 784-4388

FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
VS

Docket # 16SED2009

MORTGAGE FORECLOSURE

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

SHERIFF'S COST 318 PAID

AFFIDAVIT OF SERVICE

NOW, THIS SATURDAY, OCTOBER 20, 2009, AT 10:40 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON WENDY FENSTERMACHER AT SHERIFF'S OFFICE, BLOOMSBURG BY HANDING TO WENDY FENSTERMACHER, 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 TUESDAY, OCTOBER 20, 2009

SHERIFF TIMOTHY T. CHAMBERLAIN

  
NOTARY PUBLIC

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) 309-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

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

FIRST KEYSTONE NATIONAL BANK

VS.

CHARLES & WENDY FENSTERMACHER

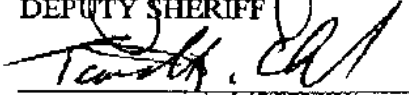
WRIT OF EXECUTION #165 OF 2009 ED

POSTING OF PROPERTY

JANUARY 6, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF CHARLES & WENDY FENSTERMACHER AT 620 SCENIC AVE BLOOMSBURG  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF JENNIFER ALLISON.

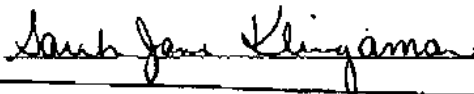
SO ANSWERS:

  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7<sup>TH</sup> DAY OF JANUARY 2010



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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 165 OF 2009 ED AND CIVIL WRIT NO. 649 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a rebar set on the easterly line of Lot No. 167, said rebar also being on the southerly right of way line of Scenic Avenue East; THENCE along said right of way line north 82 degrees 37 minutes 41 seconds east, a distance of 142.92 feet to a rebar set at the northwest corner of Lot No. 169; THENCE along the westerly line of Lot No. 169 south 14 degrees 08 minutes 55 seconds east, a distance of 89.03 feet to a rebar set on the northerly line of Recreational Area; THENCE along the northerly line of said Recreational Area south 77 degrees 06 minutes 25 seconds west, a distance of 111.24 feet to a rebar set at the southeast corner of Lot No. 167; THENCE along the easterly line of Lot No. 167 north 30 degrees 40 minutes 46 seconds west, a distance of 107.92 feet to a rebar set on the southern right of way line of Scenic Avenue East, the point and place of BEGINNING.

CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Bafic, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known as Lot No. 168 of the "Wonderview" Phase II subdivision.

THE FOLLOWING covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantees and Grantees successors and assigns:

1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, Page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on Lots 183, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
4. Lot Owners shall be responsible to maintain the private right of way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right of way.
5. No house shall be constructed in a manner or at a location which shall be incompatible with or which shall require modification of; the driveway and drainage facilities as shown on the Final Plan.
6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
8. Lots 175 and 176 shall not be conveyed until final access to lot 183 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning

- Commission has certified in writing that such lot is suitable for building.
10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
  11. No part of any building erected upon a lot shall be constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
  12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
  13. Easements have a width and being located as shown on the Final Plan are reserved as right of way for utilities, with the right of ingress, egress and regress over upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
  14. The conveyance hereunder is subject to all matters shown on the Final Plan.
  15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

TAX PARCEL #22-01C-01

BEING KNOWN AS: 620 Scenic Avenue, Bloomsburg, PA 17815

#### **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  
Michael McKeever  
701 Market Street  
Philadelphia, PA 19106

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



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 KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK**

**VS**

**Docket # 165ED2009**

**MORTGAGE FORECLOSURE**

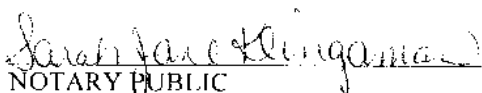
**CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER**

**AFFIDAVIT OF SERVICE**

NOW, THIS WEDNESDAY, OCTOBER 14, 2009, AT 3:00 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON CHARLES FENSTERMACHER C/O ATTY O'CONNELL AT 14 WEST MAIN STREET, BLOOMSBURG BY HANDING TO NELLIE HICKS, SECRETARY, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

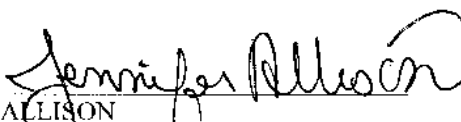
SO ANSWERS.

SWORN AND SUBSCRIBED BEFORE ME  
THIS TUESDAY, OCTOBER 20, 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   
J. ALLISON  
DEPUTY SHERIFF

GOLDBECK MCCAFFERTY & MCKEEVER  
701 MARKET STREET  
Suite 5000  
PHILADELPHIA, PA 19106

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 KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
VS**

**Docket # 165ED2009**

**MORTGAGE FORECLOSURE**

**CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER**

**SHERIFF'S COST 318 PAID**

**AFFIDAVIT OF SERVICE**

NOW, THIS SATURDAY, OCTOBER 20, 2007, AT 10:40 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON WENDY FENSTERMACHER AT SHERIFF'S OFFICE, BLOOMSBURG BY HANDING TO WENDY FENSTERMACHER, 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 TUESDAY, OCTOBER 20, 2009

*Sarah Jane Klingaman*  
NOTARY PUBLIC

*Timothy T. Chamberlain*  
SHERIFF TIMOTHY T. CHAMBERLAIN

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

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/5/2009

SERVICE# 1 - OF - 13 SERVICES  
DOCKET # 165ED2009

PLAINTIFF FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DEFENDANT CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

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

CHARLES FENSTERMACHER C/O ATTY O'CONNELL
---

14 WEST MAIN STREET
---------------------

BLOOMSBURG
------------

PAPERS TO SERVED
------------------

MORTGAGE FORECLOSURE
----------------------

SERVED UPON Nellie Hicks

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

DATE 10-14-09 TIME 1500 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

10-14-09

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 10/5/2009

SERVICE# 2 - OF - 13 SERVICES  
DOCKET # 165ED2009

PLAINTIFF FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK

DEFENDANT CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER

ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

PERSON/CORP TO SERVED
WENDY FENSTERMACHER
620 SCENIC AVE.
BLOOMSBURG

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

*Case  
Charles's attorney  
served  
10-14-09*

SERVED UPON Wendy

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

DATE 10/20/09 TIME 10:40 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

9-15-09

1142

4

- contact Alice Corba

9-16-09

1546

4

- called Corba's office →  
will call me back on  
Monday  
10-19-09

DEPUTY

S/4

DATE

10/20/09

~~\* 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th~~ 6th St. Bloomsburg after Corba calls back.

# REAL ESTATE OUTLINE

ED # 165-09

DATE RECEIVED 10-5-09  
DOCKET AND INDEX 10-7-09

## 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 <del>\$1,350.00</del> OR <u>2000.00</u>	<u>✓</u>	CK# <u>397-141</u>

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

SALE DATE	<u>Feb. 10, 2010</u>	TIME <u>0900</u>
POSTING DATE	<u>Jan. 6, 2010</u>	
ADV. DATES FOR NEWSPAPER	1 <sup>ST</sup> WEEK <u>Jan. 20</u>	
	2 <sup>ND</sup> WEEK <u>Jan. 27</u>	
	3 <sup>RD</sup> WEEK <u>Feb. 3</u>	

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 165 OF 2009 ED AND CIVIL WRIT NO. 649 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a rebar set on the easterly line of Lot No. 167, said rebar also being on the southerly right of way line of Scenic Avenue East; THENCE along said right of way line north 82 degrees 37 minutes 41 seconds east, a distance of 142.92 feet to a rebar set at the northwest corner of Lot No. 169; THENCE along the westerly line of Lot No. 169 south 14 degrees 08 minutes 55 seconds east, a distance of 89.03 feet to a rebar set on the northerly line of Recreational Area; THENCE along the northerly line of said Recreational Area south 77 degrees 06 minutes 25 seconds west, a distance of 111.24 feet to a rebar set at the southeast corner of Lot No. 167; THENCE along the easterly line of Lot No. 167 north 30 degrees 40 minutes 46 seconds west, a distance of 107.92 feet to a rebar set on the southern right of way line of Scenic Avenue East, the point and place of BEGINNING.

CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Bafie, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known as Lot No. 168 of the "Wonderview" Phase II subdivision.

THE FOLLOWING covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantees and Grantees successors and assigns:

1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, Page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on Lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
4. Lot Owners shall be responsible to maintain the private right of way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right of way.
5. No house shall be constructed in a manner or at a location which shall be incompatible with or which shall require modification of; the driveway and drainage facilities as shown on the Final Plan.
6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
8. Lots 175 and 176 shall not be conveyed until final access to lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning

Commission has certified in writing that such lot is suitable for building.

10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
11. No part of any building erected upon a lot shall be constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
13. Easements have a width and being located as shown on the Final Plan are reserved as right of way for utilities, with the right of ingress, egress and regress over upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
14. The conveyance hereunder is subject to all matters shown on the Final Plan.
15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

TAX PARCEL #22-01C-01

BEING KNOWN AS: 620 Scenic Avenue, Bloomsburg, PA 17815

### **TERMS OF SALE**

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

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

**If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of 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  
Michael McKeever  
701 Market Street  
Philadelphia, PA 19106

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 165 OF 2009 ED AND CIVIL WRIT NO. 649 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Balile, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

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- Commission has certified in writing that such lot is suitable for building.
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TAX PARCEL #22-01C-01

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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  
Michael McKeever  
701 Market Street  
Philadelphia, PA 19106

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:00 AM

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

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CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Bafie, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

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3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on Lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
4. Lot Owners shall be responsible to maintain the private right of way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right of way.
5. No house shall be constructed in a manner or at a location which shall be incompatible with or which shall require modification of; the driveway and drainage facilities as shown on the Final Plan.
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- Commission has certified in writing that such lot is suitable for building.
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  12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
  13. Easements have a width and being located as shown on the Final Plan are reserved as right of way for utilities, with the right of ingress, egress and regress over upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate wires, pipes, mains and other improvements associated with the provision of utility services.
  14. The conveyance hereunder is subject to all matters shown on the Final Plan.
  15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

TAX PARCEL #22-01C-01

BEING KNOWN AS: 620 Scenic Avenue, Bloomsburg, PA 17815

#### **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  
Michael McKeever  
701 Market Street  
Philadelphia, PA 19106

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 165 OF 2009 ED AND CIVIL WRIT NO. 649 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at a rebar set on the easterly line of Lot No. 167, said rebar also being on the southerly right of way line of Scenic Avenue East; THENCE along said right of way line north 82 degrees 37 minutes 41 seconds east, a distance of 142.92 feet to a rebar set at the northwest corner of Lot No. 169; THENCE along the westerly line of Lot No. 169 south 14 degrees 08 minutes 55 seconds east, a distance of 89.03 feet to a rebar set on the northerly line of Recreational Area; THENCE along the northerly line of said Recreational Area south 77 degrees 06 minutes 25 seconds west, a distance of 111.24 feet to a rebar set at the southeast corner of Lot No. 167; THENCE along the easterly line of Lot No. 167 north 30 degrees 40 minutes 46 seconds west, a distance of 107.92 feet to a rebar set on the southern right of way line of Scenic Avenue East, the point and place of BEGINNING.

CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Bafie, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known as Lot No. 168 of the "Wonderview" Phase II subdivision.

THE FOLLOWING covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantees and Grantees successors and assigns:

1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, Page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.
3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on Lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
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TAX PARCEL #22-01C-01

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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  
Michael McKeever  
701 Market Street  
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

FIRST KEYSTONE NATIONAL BANK FKA  
FIRST NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

In the Court of Common Pleas of  
Columbia County

No. 2009-CV-649

2009-ED-165

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

To the Sheriff of Columbia County, Pennsylvania

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

PREMISES: 620 Scenic Avenue Bloomsburg, PA 17815

See Exhibit "A" attached

AMOUNT DUE \$117,460.81

Interest From **04/01/2009**  
Through Date of Sale

(Costs to be added)

Dated:

Oct. 5, 2009

*Lami B. Kline*  
Prothonotary, Common Pleas Court  
of Columbia County, Pennsylvania

**Proth & Clerk of Sov. Courts**  
**My Comm. Exp. 12/31/2012**  
Deputy

IN THE COURT OF COMMON PLEAS  
FIRST KEYSTONE NATIONAL BANK FOR A FIRST NATIONAL  
BANK OF BERWICK

vs.

CHARLES F. FENSTERMACHER and  
WENDY L. FENSTERMACHER  
Mortgagor(s)  
620 Seenie Avenue Blommsburg, PA 17815

	WRIT OF EXECUTION (Mortgage Foreclosure)
REAL DEBT	\$117,460.81
INTEREST from	
COSTS PAID:	\$
PROFIT	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROFIT	\$
Office of Judicial Support	
Judg. Fee	
Ct.	
Set.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

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TAX PARCEL #22-01C-01

BEING KNOWN AS: 620 Scenic Avenue, Bloomsburg, PA 17815

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

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK FKA FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
**Mortgagor(s) and Record Owner(s)**  
620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV 649

2009-ED-165

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$117,460.81

Interest from

04/01/2009 to Date of

Sale at 7.5000%

(Costs to be added)

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney for Plaintiff

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

FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

In the Court of Common Pleas of  
Columbia County

No. 2009-CV-649

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(MORTGAGE FORECLOSURE)

2009-08-165

Commonwealth of Pennsylvania

County of Columbia

To the Sheriff of Columbia County, Pennsylvania

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AMOUNT DUE \$117,460.81

Interest From **04/01/2009**  
Through Date of Sale

(Costs to be added)

Dated:

Oct. 5, 2009

Lami B. Kline  
Prothonotary, Common Pleas Court  
of Columbia County, Pennsylvania

**Proth & Clerk of Sev. Courts**

My Com. Ex. 11/16/2012

Deputy

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BEGINNING at a rebar set on the easterly line of Lot No. 167, said rebar also being on the southerly right of way line of Scenic Avenue East; THENCE along said right of way line north 82 degrees 37 minutes 41 seconds east, a distance of 142.92 feet to a rebar set at the northwest corner of Lot No. 169; THENCE along the westerly line of Lot No. 169 south 14 degrees 08 minutes 55 seconds east, a distance of 89.03 feet to a rebar set on the northerly line of Recreational Area; THENCE along the northerly line of said Recreational Area south 77 degrees 06 minutes 25 seconds west, a distance of 111.24 feet to a rebar set at the southeast corner of Lot No. 167; THENCE along the easterly line of Lot No. 167 north 30 degrees 40 minutes 46 seconds west, a distance of 107.92 feet to a rebar set on the southern right of way line of Scenic Avenue East, the point and place of BEGINNING.

CONTAINING 0.276 acres.

BEING SUBJECT to that portion of a 20 foot utility and drainage easement situate near the easterly and westerly lines of the above described parcel of land and that portion of a 20 foot wide utility and drainage easement situate on the southerly line of the above described parcel of land.

All of the above being more fully shown as Lot No. 168 on a draft prepared by Bafle, James and Associates dated June 30, 1990, last revised September 12, 1994 (File #8-20).

BEING known as Lot No. 168 of the "Wonderview" Phase II subdivision.

THE FOLLOWING covenants, restrictions, terms and conditions shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantees and Grantees successors and assigns:

1. The recreational area, as shown on the final approved subdivision plan, (the "Final Plan"), appearing of record in Columbia County Map Book 7, Page 624, shall be maintained in perpetuity by the Wonderview Ski Lodge, Inc., such maintenance to include weed control, grass mowing, litter and refuse pick-up, and painting and the maintenance of any recreational facilities in a condition suitable for such recreational purposes. This covenant shall inure to the benefit of all owners of lots within Phase II of the Wonderview Development, (each such owner being hereinafter called "Lot Owner" and such owners being hereinafter collectively call "Lot Owners"), and shall be specifically enforceable by any such Lot Owner.
2. It shall be the responsibility of each Lot Owner to maintain that portion of any drainage way and easement that passes through such Lot Owner's property in condition suitable to permit the free flow of surface water and drainage thereof.



3. It shall be the joint and several responsibility of each Lot Owner upon whose lot is situate a portion of a detention pond, as shown on the Final Plan, in conjunction with the other Lot Owner or Owners upon which such detention pond is situate, to maintain such detention pond in a condition suitable to perform the detention pond's intended purpose. With respect to the detention pond located on Lots 163, 164 and land of Grantor, such joint and several responsibility shall fall upon the Lot Owners and Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is located. With respect to the detention pond located solely on property of Grantor, as shown on the Final Plan, it shall be the responsibility of Grantor and Grantor's successors in interest with respect to ownership of the land upon which said detention pond is situate for the appropriate maintenance thereof.
4. Lot Owners shall be responsible to maintain the private right of way for access to lots. Such responsibility shall be the joint and several responsibility of those Lot Owners whose property shall be benefited and serviced by such private right of way.
5. No house shall be constructed in a manner or at a location which shall be incompatible with or which shall require modification of; the driveway and drainage facilities as shown on the Final Plan.
6. Each Lot Owner shall be responsible for grading and filling in accordance with an approved soil erosion and sedimentation control plan for each lot.
7. No Lot Owner shall alter the slope of any driveway grade to a slope other than that provided in the Final Plan.
8. Lots 175 and 176 shall not be conveyed until final access to lot 193 is completed in accordance with the Final Plan and the engineer for the Columbia County Planning Commission has thereafter certified in writing that such lots are suitable for building.
9. Neither Lot 179 and 182 shall be conveyed until the engineer for the Columbia County Planning Commission has certified in writing that such lot is suitable for building.
10. Each lot shall be used solely for residential purposes and no building shall be erected thereon except a single family dwelling and private garage.
11. No part of any building erected upon a lot shall be constructed, erected or placed closer than fifteen feet to any boundary lot of such lot.
12. No residential structure shall be placed upon a lot which does not have a minimum of 1,650 square feet of floor space. In determining such floor space, one hundred percent of all finished areas fully above ground level will be counted and fifty percent of all finished areas which are partially below ground will be counted provided that such area has a ground level exit which does not require the usage of interior stairs or steps to exit. No allowance against minimum square footage requirements shall be permitted for garages, areas underground which do not have the requisite ground level exit, breezeways or overhangs.
13. Easements have a width and being located as shown on the Final Plan are reserved as right of way for utilities, with the right of ingress, egress and regress over upon and across said easement areas and the right to install, maintain, repair and replace over, upon and under said easement areas all necessary or appropriate

wires, pipes, mains and other improvements associated with the provision of utility services.

14. The conveyance hereunder is subject to all matters shown on the Final Plan.


15. A deed notice should be placed in all deed conveying all lots in this subdivision that the fire protection in this phase of the development is at a minimum.

TAX PARCEL #22-01C-01

BEING KNOWN AS: 620 Scenic Avenue, Bloomsburg, PA 17815

# SHERIFF'S DEPARTMENT COLUMBIA COUNTY

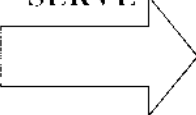
<b>SHERIFF SERVICE INSTRUCTIONS</b>		
PLAINTIFF/S/ FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK		COURT NUMBER 2009-CV-649
DEFENDANT/S/ CHARLES F. FENSTERMACHER and WENDY L. FENSTERMACHER		TYPE OF <u>WRIT</u> OR COMPLAINT EXECUTION

<b>SERVE</b>  <b>AT</b>	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE CHARLES F. FENSTERMACHER
	ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) C/O PATRICK T. O'CONNELL, 14 West Main Street, Bloomsburg, PA 17815

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:  <b>PLEASE BE ADVISED CHARLES F. FENSTERMACHER WILL BE SERVED THROUGH HIS ATTORNEY VIA REGULAR MAIL</b>		
SIGNATURE OF ATTORNEY  <b><i>Michael T. McKeever</i></b>	TELEPHONE NUMBER (215) 627-1322	DATE October 2, 2009

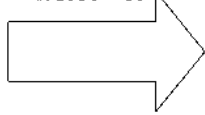
ADDRESS OF ATTORNEY  GOLDBECK McCafferty & McKEEVER Suite 5000 – Mellon Independence Center 701 Market Street Philadelphia, PA 19106
---

# SHERIFF'S DEPARTMENT COLUMBIA COUNTY

<b>SHERIFF SERVICE INSTRUCTIONS</b>			
PLAINTIFF/S/ FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK		COURT NUMBER 2009-CV-649	
DEFENDANT/S/ CHARLES F. FENSTERMACHER and WENDY L. FENSTERMACHER		TYPE OF WRIT OR COMPLAINT EXECUTION	
<b>SERVE</b>  <b>AT</b>	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE CHARLES F. FENSTERMACHER & WENDY L. FENSTERMACHER		
	ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 620 Scenic Avenue, Bloomsburg, PA 17815		
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:  <div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <b>PLEASE POST HANDBILL</b> </div>			
SIGNATURE OF ATTORNEY <div style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 10px;"> <i>Michael T. McKeever</i> </div>		TELEPHONE NUMBER (215) 627-1322	DATE October 2, 2009
ADDRESS OF ATTORNEY  GOLDBECK McCafferty & McKEEVER Suite 5000 – Mellon Independence Center 701 Market Street Philadelphia, PA 19106			

# SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK		COURT NUMBER 2009-CV-649
DEFFENDANT/S/ CHARLES F. FENSTERMACHER and WENDY L. FENSTERMACHER		TYPL OF WRIT OR COMPLAINT EXECUTION

**SERVE**  
  
**AT**

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVICE  
WENDY L. FENSTERMACHER

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)  
C/O PATRICK T. O'CONNELL, 14 West Main Street, Bloomsburg, PA 17815

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

**PLEASE SERVE THE ABOVE DEFENDANT OR PERSON IN CHARGE. DEFENDANTS ARE  
DIVORCED CO-DEFENDANT CANNOTT ACCEPT SERVICE ON BEHALF OF ABOVE  
DEFENDANT**

SIGNATURE OF ATTORNEY

***Michael T. McKeever***

TELEPHONE NUMBER

(215) 627-1322

DATE

October 2, 2009

ADDRESS OF ATTORNEY

GOLDBECK McCafferty & McKEEVER  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106

Goidbeck McCallerty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
**(Mortgagor(s) and Record Owner(s))**  
620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-649

**AFFIDAVIT PURSUANT TO RULE 3129**

FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

620 Scenic Avenue  
Bloomsburg, PA 17815

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

CHARLES F. FENSTERMACHER  
C/O PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

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

CHARLES F. FENSTERMACHER  
C/O PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF COLUMBIA COUNTY  
PO Box 380  
Bloomsburg, PA 17815

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
3300 SW 34TH AVENUE  
SUITE 101  
OCALA, FL 34474

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR E-  
LOANS, INC.  
P.O. Box 2026  
Flint, MI 48501

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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.

TENANTS/OCCUPANTS  
620 Scenic Avenue  
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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

DATED: October 2, 2009

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
**(Mortgagor(s) and Record Owner(s))**  
620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-649

**AFFIDAVIT PURSUANT TO RULE 3129**

FIRST KEYSTONE NATIONAL BANK F/K/A FIRST NATIONAL BANK OF BERWICK, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

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Bloomsburg, PA 17815

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

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C/O PATRICK T. O'CONNELL  
14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
620 Scenic Avenue  
Bloomsburg, PA 17815

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

CHARLES F. FENSTERMACHER  
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14 West Main Street  
Bloomsburg, PA 17815

WENDY L. FENSTERMACHER  
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LOANS, INC.  
P.O. Box 2026  
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5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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:

TENANTS/OCCUPANTS  
620 Scenic Avenue  
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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

DATED: October 2, 2009

  
\_\_\_\_\_  
GOLDBLICK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6318  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289  
Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
Mortgagor(s) and Record Owner(s)

620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2009-CV-649

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE  
USED FOR THAT PURPOSE.**

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

TO: LAW OFFICES OF PATRICK T. O'CONNELL  
**Patrick T. O'Connell, Esquire**  
14 West Main Street  
Bloomsburgh, PA 17815

Your house at 620 Scenic Avenue, Bloomsburg, PA 17815 is scheduled to be sold at Sheriff's Sale  
on \_\_\_\_\_, at 9:00 A.M. in Sheriff's Office, Courthouse, Bloomsburg, PA to  
enforce the court judgment of \$117,460.81 obtained by FIRST KEYSTONE NATIONAL BANK F/K/A  
FIRST NATIONAL BANK OF BERWICK against you.

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

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

1. The sale will be cancelled if you pay to FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK, the back payments, late charges, costs and reasonable attorney's fees  
due. To find out how much you must pay call: 215-825-6329 or 1-866-413-2311.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open 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.
4. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice 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 NOT 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 price by calling the Sheriff of Columbia County at 570-389-5622.
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 the Sheriff of Columbia County at 570-389-5622.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO 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.**

**NORTH PENN LEGAL SERVICES FKA SUSQUEHANNA LEGAL SERVICES**

168 E. 5th Street  
Bloomsburg, PA 17815  
717-784-8760

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 717-784-8760 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website: <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at \_\_\_\_\_ and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Michael McKeever who can be reached at 215-825-6303 or Fax: 215-825-6403. Please reference our Attorney File Number of 79113FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6318  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK F/K/A FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
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WENDY L. FENSTERMACHER  
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620 Scenic Avenue  
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Defendant(s)

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Bloomsburg, PA 17815

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- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website: <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at \_\_\_\_\_ and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Michael McKeever who can be reached at 215-825-6303 or Fax: 215-825-6403. Please reference our Attorney File Number of 79113FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK I/K/A FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
**Mortgagor(s) and Record Owner(s)**  
620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Columbia County

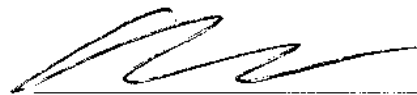
CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 2009-CV-649

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

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Michael T. McKeever  
Attorney for plaintiff



GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
761 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK FKA FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
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Plaintiff

vs.

CHARLES L. FLNSTERMACHIER  
WENDY L. FLNSTERMACHIER  
**Mortgagor(s) and Record Owner(s)**

620 Scenic Avenue  
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Defendant(s)

IN THE COURT OF COMMON PLEAS

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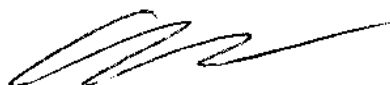
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-649

### **WAIVER OF WATCHMAN**

**Any Deputy Sheriff levying upon or attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, (after notifying such person of such levy or attachment,) without liability on the part of such Deputy or the Sheriff to any Plaintiff herein for any loss, destruction or removal of any such property before Sheriff's Sale thereof.**



BY: Michael T. McKeever  
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney ID.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215 627-1322

Attorney for Plaintiff

FIRST KLYSTONE NATIONAL BANK F K A FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289

111 West Front Street

Berwick, PA 18603-0289

Plaintiff

vs.

CHARLES T. FENSTERMACHER

WENDY L. FENSTERMACHER

**Mortgagor(s) and Record Owner(s)**

620 Scenic Avenue

Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

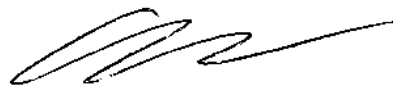
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-649

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BY: Michael T. McKeever

Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKELVEE  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FIRST KEYSTONE NATIONAL BANK FKA FIRST  
NATIONAL BANK OF BERWICK  
PO Box 289  
111 West Front Street  
Berwick, PA 18603-0289

Plaintiff

vs

CHARLES F. FENSTERMACHER  
WENDY L. FENSTERMACHER  
Mortgagor(s) and Record Owner(s)

620 Scenic Avenue  
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Columbia County

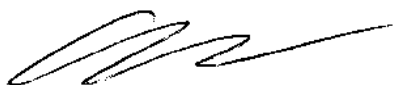
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-649

**WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, (after notifying such person of such levy or attachment,) without liability on the part of such Deputy or the Sheriff to any Plaintiff herein for any loss, destruction or removal of any such property before Sheriff's Sale thereof.



BY: Michael T. McKeever  
Attorney for Plaintiff

399741

**FIRST TRUST**  
800.220.BANK / firsttrust.com

3-7380-2360

10/02/2009

**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**

SUITE 5000, MELLON INDEPENDENCE CENTER  
701 MARKET ST. PHILADELPHIA, PA 19106  
(215) 627-1322

PAY  
TO THE  
ORDER OF

\$ \*\*2,000.00

**SHERIFF OF COLUMBIA COUNTY**

**TWO THOUSAND AND XX / 100**

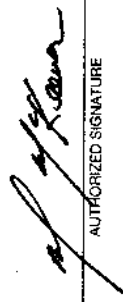
DOLLARS

*Sheriff's Office*  
*PO Box 380*  
*Bloomsburg PA, 17815*

- MORTGAGE DISBURSEMENT ACCOUNT

**Fenstermacher**

AUTHORIZED SIGNATURE



MEMO

⑈ 399741 ⑆ ⑆ 23607380 ⑆ 70 1100018 ⑆