

# SHERIFF'S SALE COST SHEET

Wells Fargo N. PA VS. Each property + Sheriff's fees  
 NO. 195-09 ED NO. 1253-09 JD DATE/TIME OF SALE Apr 28 1000

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>195.00</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>8.00</u>	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$ <u>6.50</u>	
NOTARY	\$ <u>15.00</u>	
TOTAL *****		\$ <u>444.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1256.24</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1256.24</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>433.84</u>	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>180.73</u>	
TOTAL *****		\$ <u>2254.27</u>

MUNICIPAL FEES DUE:		
SEWER 20	\$ <u>605.00</u>	
WATER 20	\$	
TOTAL *****		\$ <u>605.00</u>

SURCHARGE FEE (DSTE)	\$ <u>140.00</u>	
MISC. <u>Noether Co.</u>	\$ <u>82.00</u>	
	\$	
TOTAL *****		\$ <u>52.00</u>

TOTAL COSTS (OPENING BID) \$ 4891.01

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

Wells Fargo F.A. PA VS Traci Lapogha & Justin Boyes

NO. 195-09 ED NO. 1253-09 JD

DATE/TIME OF SALE: Apr 28 1000

BID PRICE (INCLUDES COST) \$ 4819101

POUNDAGE - 2% OF BID \$ 96,382

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

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

TOTAL AMOUNT NEEDED TO PURCHASE \$ 4915,39

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

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

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

PURCHASER(S) SIGNATURE(S): Agent for Phelan Hallinan + Schunig  
Jenny L. Mull

TOTAL DUE: \$ 4915,39

LESS DEPOSIT: \$ 1350,-

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

TOTAL DUE IN 8 DAYS \$ 3565,39

**PHELAIN, HALLINAN & SCHMIEG, LLP**  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Operated Assistant 215-563-7000  
Automated Assistant 215-320-0007  
nora.ferrer@fedphe.com

Nora Ferrer  
Legal Assistant, ext. 1477

Representing Lenders in  
Pennsylvania and New Jersey

April 30, 2010

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

Re: Traci N. Lapaglia & Justin R. Boyles  
6 Eileens Way  
Bloomsburg, PA 17815  
No. 2009-1253

Dear Sir or Madam:

With reference to the above captioned property, which was knocked-down to Daniel G. Schmieg as "attorney-on-the-writ", please prepare the Sheriff's Deed to Wells Fargo Financial Pennsylvania, Inc. , Mac F4031-086, 800 Walnut , Des Moines, IA, 17815.

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

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

Thank you in advance for your cooperation in this matter.

Yours truly,

  
Nora Ferrer

Enclosure

cc: Wells Fargo Financial      Account No. 208206

PS: FAX COST SHEET TO MY ATTENTION @ 215-567-0072. THANKS

## COMPLETE THIS SECTION ON DELIVERY

## SENDER: COMPLETE THIS SECTION

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 15 2009*

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

- 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:

Capital One Bank c/o Atty Molzcan  
 436 Seventh Ave.  
 Pittsburgh, PA 15219

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *L. Smith* C. Date of Delivery *11-16-09*

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

F SALE

08 1830 0002 2802 1574

2. Article Number  
(Transfer from service label)

7008 1830 0002 2802 1543

Return Receipt

102595-02-M-1546

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1546

## COMPLETE THIS SECTION ON DELIVERY

## SENDER: COMPLETE THIS SECTION

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *11-18-9*

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

- 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:

Capital One Bank  
 15000 CapitalOne Drive  
 Richmond, VA 23238

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

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

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

108 1830 0002 2802 1598

2. Article Number  
(Transfer from service label)

7008 1830 0002 2802 1550

Return Receipt

102595-02-M-1550

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1550

## COMPLETE THIS SECTION ON DELIVERY

## COMPLETE THIS SECTION ON DELIVERY

## COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 16 2009*

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

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *DAVID L. LEWIS* C. Date of Delivery *NOV 17 2009*

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

A. Signature *[Signature]* <sup>195</sup>  
☐ Agent  
☒ Addressee

B. Received by (Printed Name) *Richard J. Zelenka* C. Date of Delivery *NOV 17 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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

08 1830 0002 2802 1581

008 1830 0002 2802 1604

08 1830 0002 2802 1567

Receipt

102595-02-M-1540

Return Receipt

102595-02-M-1540

Return Receipt

102595-02-M-1540

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

## REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

### RECORDER'S USE ONLY

State Tax Paid

Book Number

Zip Code Zip Code

Page Number

Date Recorded

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

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

Name: **PHELAN HALLINAN & SCHMIEG, LLP** Suite 1400 Telephone Number: \_\_\_\_\_  
Area Code (215) 563-7000  
Street Address: **One Penn Center at Suburban Station, 1617 JFK Blvd.** City: **Philadelphia** State: **PA** Zip Code: **19103**

### B TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)

**Timothy T. Chamberlain - Sheriff  
Columbia County Courthouse**

Grantee(s)/Lessee(s)

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**

Street Address

**P.O. Box 380, 35 W. Main Street**

Street Address

**Mac F4031-086, 800 Walnut**

City

**Bloomsburg**

State

**PA**

Zip Code

**17815**

City

**Des Moines**

State

**IA**

Zip Code

**17815**

### C PROPERTY LOCATION

Street Address

**6 Eileens Way, Bloomsburg, PA 17815**

City, Township, Borough

**Hemlock Township**

County

**Columbia**

School District

**Hemlock Township**

Tax Parcel Number

**18-02-055-18,000**

### D VALUATION DATA

1. Actual Cash Consideration

**\$4,819.01**

2. Other Consideration

**+ -0-**

3. Total Consideration

**= \$4,819.01**

4. County Assessed Value

**\$35,417.00**

5. Common Level Ratio Factor

**x 3.69**

6. Fair Market Value

**= \$130,688.73**

### E EXEMPTION DATA

1a. Amount of Exemption Claimed

**100%**

1b. Percentage of Interest Conveyed

**100%**

1c. Percentage of Grantor's Interest Conveyed

**100 %**

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

☐ Will or intestate succession

(Name of Decedant)

(Estate File Number)

☐ Transfer to Industrial Development Agency.

☐ Transfer to a Trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach a copy of resolution.)

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

☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)

☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

☐ Other (Please explain exemption claimed, if other than listed above.)

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

Signature of Correspondent or Responsible Party

**Nora M. Ferrer**

Date:

**4/30/10**

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

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

TD BANK N.A.  
PHILADELPHIA, PA 19148

3-180/380

CHECK NO  
962517

JMO 06/14/2010

DATE	AMOUNT
06/14/2010	*****3,565.39

Pay THREE THOUSAND FIVE HUNDRED SIXTY FIVE AND 39/100 DOLLARS

Void after 180 days

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

*Frank S. Hallinan*

⑈962517⑈ ⑆036001808⑆36 150866 6⑈



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

Instrument Number - 200712614  
 Recorded On 12/13/2007 At 3:01:37 PM  
 \* Instrument Type - MORTGAGE  
 Invoice Number - 116106  
 \* Mortgagor - BOYLES, JUSTIN R  
 \* Mortgagee - WELLS FARGO FINANCIAL PENNSYLVANIA INC  
 User - TSA  
 \* Total Pages - 16

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$35.00
RECORDING FEES -	\$35.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$85.50

This is a certification page

**DO NOT DETACH**

This page is now part  
 of this legal document.

RETURN DOCUMENT TO:  
 MAIL VALUAMERICA

I hereby CERTIFY that this document is  
 recorded in the Recorder's Office of  
 Columbia County, Pennsylvania.



*Beverly J. Michael*  
 Beverly J. Michael  
 Recorder of Deeds

\* - Information denoted by an asterisk may change during  
 the verification process and may not be reflected on this page.

Prepared by: Wells Fargo Financial, Inc.  
800 Walnut Street  
Des Moines, Iowa 50309

Return to: WELLS FARGO FINANCIAL PENNSYLVANIA, INC.  
7144 FAIRLANE VLG MALL  
POTTSVILLE, PA 17901  
(570)429-2520

Parcel ID/CPN#: 18-02-055-18

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

(A) "Security Instrument" means this document, which is dated 12/05/07, together with all Riders to this document.

(B) "Borrower" is JUSTIN R BOYLES SINGLE AND TRACIN LAPAGLIA  
SINGLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Wells Fargo Financial Pennsylvania, Inc. Lender is a corporation organized and existing under the laws of Pennsylvania. Lender's address is 7144 FAIRLANE VLG MALL  
POTTSVILLE, PA 17901. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 12/05/07. The Note states that Borrower owes Lender \$231922.11 (U.S. Dollars) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 12/10/37.

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



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

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

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

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

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

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

(K) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(M) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.

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

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

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## TRANSFER OF RIGHTS IN THE PROPERTY

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

The Description of the Property is attached hereto as "Addendum A to Mortgage - Description of Property," and is specifically incorporated herein.

which currently has the address of 6 EILEENS WAY  
[Street]  
BLOOMSBURG, Pennsylvania 17815 ("Property Address"):  
[City] [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified

check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

**3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

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

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

Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 20 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and

(b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

6. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a)

paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**9. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to

Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 18) and benefit the successors and assigns of Lender.

**12. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**13. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**14. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and



obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**15. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**17. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such

reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 16.

**18. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**19. Hazardous Substances.** As used in this Section 19: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any

Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**20. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 20, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**21. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**22. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**23. Reinstatement Period.** Borrower's time to reinstate provided in Section 17 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**24. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**25. Interest Rate After Judgement.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**ADDENDUM A  
TO  
MORTGAGE**

**Description of Property**

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN TOWNSHIP OF HEMLOCK IN THE COUNTY OF COLUMBIA, AND STATE OF PA AND BEING DESCRIBED IN A DEED DATED 12/29/2005 AND RECORDED 12/30/2005 AS INSTRUMENT NUMBER 200514144 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

6 EILEENS WAY

PARCEL NO. 18-02-055-18

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower  
Justin R. Boyles (Seal)  
 JUSTIN R. BOYLES  
 Borrower

Traci N. Lapaglia (Seal)  
 TRACI N. LAPAGLIA  
 Borrower

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

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

[Space Below This Line For Acknowledgment]

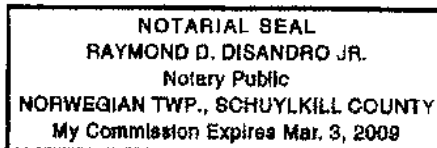
Commonwealth of Pennsylvania )  
 ) ss  
 County of SCHUYLKILL )

On this 5th day of December, 2007, before me, Raymond D. Disandro, Jr.,  
 a Notary Public, personally appeared JUSTIN R. BOYLES  
 and TRACI N. LAPAGLIA, known to me (or satisfactorily proven) to be the  
 person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they  
 executed the same for the purposes therein contained.

Witness my hand and seal the day and year aforesaid.

Raymond D. Disandro, Jr.  
 Notary Public

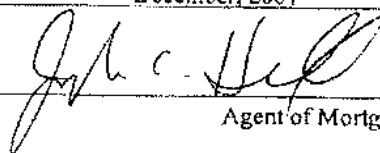
My commission expires 3/3/2009



**Certificate of Residence**

I, Joseph C. Hull do hereby certify that the precise business address of the Mortgagee herein is 7144 FAIRLANE VLG MALL, POTTSVILLE, PA 17901.

Witness my hand this 5th day of December, 2007.

  
Agent of Mortgagee



County 024

PARCEL ID: 16-02-05-16 000

TAX YEAR: 2010

ALTERNATE ID:

EFFECTIVE DATE:

Year Authority Fund

Delq Year	Bill Roll	Tax	Interest	Penalty	Other	Pending	Total Amount
2009	PRIM	1,545.21	38.25	154.52	45.00		1,782.98
Total:		1,545.21	38.25	154.52	45.00		1,782.98

1,782.98  
 12.75 Interest for May  
 5.00 Tax Cert.  


---

 1,800.73 Total

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (717) 309-6165

PHONE  
(717) 309-5623

24 HOUR PHONE  
(717) 784-6300

Monday, March 22, 2010

HEMLOCK SEWER C/O GAREY BITTENBENDER  
82 BUCKHORN ROAD  
BLOOMSBURG, PA 17815-

WELLS FARGO FINANCIAL, PENNSYLVANIA, INC.  
VS  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

DOCKET # 195ED2009

JD # 1253JD2009

Dear Sir:

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

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

Respectfully,

*Timothy T. Chamberlain*

Timothy T. Chamberlain  
Sheriff of Columbia County

#  
605.00  
FOR NEW DATE  
OF APRIL 28.

~~New sale date is Mar 24~~

Garey

This sale was rescheduled again  
to Apr 28, can you give me a  
current amt owed?

Thanks  
Tim



PLAINTIFF  
WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

AFFIDAVIT OF SERVICE

COLUMBIA COUNTY

PHS # 208206

DEFENDANT  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

SERVICE TEAM/ las

COURT NO.: 2009-CV-1253

SERVE TRACI N. LAPAGLIA AT:  
2346 MILLERS BOTTOM RD  
NEW COLUMBIA, PA 17856-9465  
\*\*PLEASE RUSH SERVICE ATTEMPTS\*\*

TYPE OF ACTION  
XX Notice of Sheriff's Sale  
SALE DATE: 03/24/2010

SERVED

Served and made known to TRACI N. LAPAGLIA Defendant on the 7th day of MARCH, 2010, at 7:20, o'clock P. M., at 2346 MILLERS BOTTOM RD, NEW COLUMBIA, PA, in the manner described below:  
☒ Defendant personally served.

☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ \_\_\_\_\_ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_.

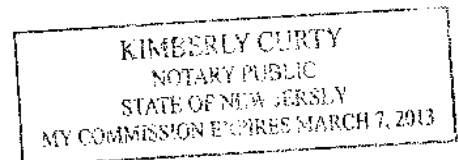
Description: Age 20<sup>s</sup> Height 5'4" Weight 150 Race W Sex F Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 7th day  
of MARCH, 2010

Notary: \_\_\_\_\_ By: Ronald Mull

NOT SERVED



On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., Defendant NOT FOUND because:

☐ Vacant ☐ Bad Address ☐ Moved ☐ Does Not Reside (Not Vacant)

☐ No Answer ☐ Service Refused

Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

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

ATTORNEY FOR PLAINTIFF

Lawrence T. Phelan, Esq., Id. No. 12227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmeig, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Flakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtney R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

15

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**

**COLUMBIA COUNTY**

**PHS # 208206**

**DEFENDANT**

**TRACI N. LAPAGLIA**

**JUSTIN R. BOYLES**

**SERVICE TEAM/ las**

**COURT NO.: 2009-CV-1253**

**SERVE JUSTIN R. BOYLES AT:**

**1280 BROADWAY RD**

**MILTON, PA 17847-7806**

**\*\*PLEASE RUSH SERVICE ATTEMPTS\*\***

**TYPE OF ACTION**

**XX Notice of Sheriff's Sale**

**SALE DATE: 03/24/2010**

**SERVED**

Served and made known to JUSTIN R. BOYLES, Defendant on the 4<sup>th</sup> day of MARCH, 20 10, at 6:12, o'clock P. M., at 1280 BROADWAY RD, MILTON, PA, in the manner described below:

☒ Defendant personally served.

☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ \_\_\_\_\_ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_.

Description: Age 30 Height 6'1" Weight 190 Race W Sex M Other \_\_\_\_\_

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

Sworn to and subscribed

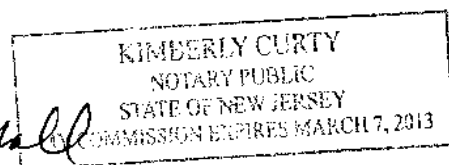
before me this 4<sup>th</sup> day

of MARCH, 2010

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

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

Ronald Mall  
**NOT SERVED**



On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., Defendant NOT FOUND because:

☐ Vacant ☐ Bad Address ☐ Moved ☐ Does Not Reside (Not Vacant)

☐ No Answer ☐ Service Refused

Other: \_\_\_\_\_

Sworn to and subscribed

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

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

**ATTORNEY FOR PLAINTIFF**

Lawrence T. Pflon, Esq., Id. No. 32227  
Francis S. Hoffman, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michelle M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shrivastava, Esq., Id. No. 81760  
Jenine R. Duvy, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Christovalante P. Pliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtney R. Dunn, Esq., Id. No. 206779  
Andrew C. Brumblitt, Esq., Id. No. 208375  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

15

**Phelan Hallinan & Schmieg, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

Foreclosure Manager

Representing Lenders in  
Pennsylvania and New Jersey

March 23, 2010

Office of the Sheriff  
Columbia County Courthouse  
35 W. Main Street  
Bloomsburg, PA 17815

Attn: Real Estate Department

Fax Number: 570-389-5625

Re: WELLS FARGO FINANCIAL PENNSYLVANIA, INC. v.  
TRACIN, LAPAGLIA and JUSTIN R. BOYLES  
6 EILEENS WAY BLOOMSBURG, PA 17815-8314  
Court No. 2009-CV-1253

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for March 24, 2010 due to the following: Service of NOS.

The Property is to be relisted for the April 28, 2010 Sheriff Sale at 10:00AM.

Thank you for your cooperation in this matter.

Very Truly Yours,  
Lauren Schaefer for  
Phelan Hallinan & Schmieg, LLP

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 580  
BLOOMSBURG, PA 17815  
PHONE (717) 309-9540

PHONE  
(717) 309-5417

24 HOUR PHONE  
(717) 741-6300

Monday, March 22, 2010

**HEMLOCK SEWER C/O GAREY BITTENBENDER  
82 BUCKHORN ROAD  
BLOOMSBURG, PA 17815-**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.  
VS  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES**

**DOCKET # 195ED2009**

**JD # 1253JD2009**

Dear Sir:

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

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

Respectfully,

*Timothy T. Chamberlain*

Timothy T. Chamberlain  
Sheriff of Columbia County

*New sale date is Mar 24*

*AMOUNT DUE IS 531.00*

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

Monday, March 22, 2010

**HEMLOCK SEWER C/O GAREY BITTENBENDER  
82 BUCKHORN ROAD  
BLOOMSBURG, PA 17815-**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.  
VS  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES**

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Respectfully,

*Timothy T. Chamberlain*

Timothy T. Chamberlain  
Sheriff of Columbia County

*New sale date is Mar 24*  
*Garey*  
*This sale was rescheduled again*  
*to Apr 28, can you give me a*  
*current amt owed?*

*Thanks*  
*Jim*

PARCEL ID: 18-02-000-18.000

TAX YEAR: 2010

ALTERNATE ID

EFFECTIVE DATE

Year

### Authority

Fund

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

12.45% — interest

31) \* + — Posting

5.4 - Tax Cert.

2000

[illegible]

April amount

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 5<sup>th</sup> 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.

.....

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

**Michael R. Schoeniger**  
**Legal Assistant, 1291**

**Representing Lenders in**  
**Pennsylvania and New Jersey**

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

No. 2009-CV-1253

**Re: WELLS FARGO FINANCIAL PENNSYLVANIA, INC. VS. TRACI N. LAPAGLIA, and JUSTIN R. BOYLES**  
**No. 2009-CV-1253**

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1**

Dear Sir/Madam:

Enclosed please find an Affidavit of Service Pursuant to Rule 3129.1 with the necessary attachments regarding the above matter.

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

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

**\*\*Property is listed for the 02/24/2010 Sheriff Sale.\*\***

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

Very truly yours,

**Phelan Hallinan & Schmieg, LLP**

By:

Michael R. Schoeniger, Legal Assistant

cc: Sheriff of COLUMBIA County



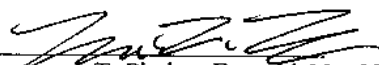
IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO FINANCIAL PENNSYLVANIA, : COLUMBIA COUNTY  
INC. :  
Plaintiff, : COURT OF COMMON PLEAS  
v. : CIVIL DIVISION  
TRACI N. LAPAGLIA :  
JUSTIN R. BOYLES : No. 2009-CV-1253  
Defendant(s) :

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
COLUMBIA COUNTY ) SS:

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

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

Date: 6/26/10

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

|   |                                 |  |
|---|---------------------------------|--|
| <b>WELLS FARGO FINANCIAL PENNSYLVANIA, INC.</b><br>Plaintiff<br><br><b>TRACI N. LAPAGLIA</b><br><b>JUSTIN R. BOYLES</b><br>Defendant(s) | :<br>:<br>:<br>:<br>:<br>:<br>: | <b>COURT OF COMMON PLEAS</b><br><br><b>CIVIL DIVISION</b><br><br><b>NO. 2009-CV-1253</b><br><br><b>COLUMBIA COUNTY</b> |
|---|---------------------------------|--|

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**, Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **6 EILEENS WAY, BLOOMSBURG, PA 17815-8314**.

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

|                          |   |
|--------------------------|---|
| Name                     | Address (if address cannot be reasonably ascertained, please so indicate) |
| <b>TRACI N. LAPAGLIA</b> | <b>6 EILEENS WAY</b>  |
|                          | <b>BLOOMSBURG, PA 17815-8314</b>  |
| <b>JUSTIN R. BOYLES</b>  | <b>1280 BROADWAY RD</b>   |
|                          | <b>MILTON, PA 17847-7806</b>  |
  
2. Name and address of Defendant(s) in the judgment:
 

|                      |   |
|----------------------|---|
| Name                 | Address (if address cannot be reasonably ascertained, please so indicate) |
| <b>SAME AS ABOVE</b> |   |
  
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:
 

|  |  |
|--|--|
| Name   | Address (if address cannot be reasonably ascertained, please indicate) |
| <b>CAPITAL ONE BANK (USA), NA</b>                              | <b>15000 CAPITAL ONE DRIVE</b>   |
|  | <b>RICHMOND, VA 23238</b>  |
| <b>CAPITAL ONE BANK (USA), NA C/O WILLIAM T. MOLCZAN, ESQ.</b> | <b>1400 KOPPERS BUILDING</b>   |
|  | <b>436 SEVENTH AVENUE</b>  |
|  | <b>PITTSBURGH, PA 15219</b>  |
  
4. Name and address of last recorded holder of every mortgage of record:
 

|                                   |  |
|-----------------------------------|--|
| Name                              | Address (if address cannot be reasonably ascertained, please indicate) |
| <b>WELLS FARGO FINANCIAL BANK</b> | <b>3201 NORTH 4<sup>TH</sup> AVENUE</b>                                |
|                                   | <b>SIOUX FALLS, SD 57104</b>   |
| <b>WELLS FARGO FINANCIAL BANK</b> | <b>P.O. BOX 5943</b>   |
|                                   | <b>SIOUX FALLS, SD 57117-5943</b>                                      |
  
5. Name and address of every other person who has any record lien on the property:
 

|              |  |
|--------------|--|
| Name         | Address (if address cannot be reasonably ascertained, please indicate) |
| <b>None.</b> |  |
  
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.
 

|              |  |
|--------------|--|
| Name         | Address (if address cannot be reasonably ascertained, please indicate) |
| <b>None.</b> |  |

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

Name

Address (if address cannot be reasonably ascertained, please indicate)

**TENANT/OCCUPANT**

**6 EILEENS WAY  
BLOOMSBURG, PA 17815-8314**

**PENN BROOK PINES ESTATE**

**134 SCHOOLHOUSE RD.  
BLOOMSBURG, PA 17815**

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.A. § 4904 relating to unsworn falsification to authorities.

DATE:

1/26/10

By: 

Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
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- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
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- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☒ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375

Name and  
ADDRESS  
Of Sender



Phelan Hallinan & Schmieg, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103

TEAM 5 - MES - 2/24/2010

| Line                                    | Article Number | Name of Addressee, Street, and Post Office Address                        | Postage                                      |
|---|----------------|---|--|
| 1                                       | ****           |   |  |
| 2                                       |                | PENN BROOK PINES ESTATE<br>134 SCHOOLHOUSE RD.<br>BLOOMSBURG, PA 17815    |  |
| 3                                       |                | WELLS FARGO FINANCIAL BANK<br>P.O. BOX 5943<br>SIOUX FALLS, SD 57117-5943 |  |
| 4                                       |                |   |  |
| 5                                       |                |   |  |
| 6                                       |                |   |  |
| 7                                       |                |   |  |
| 8                                       |                |   |  |
| 9                                       |                |   |  |
| 10                                      |                |   |  |
| 11                                      |                |   |  |
| 12                                      |                |   |  |
| 13                                      |                |   |  |
| 14                                      |                |   |  |
| 15                                      |                | RE: TRACIN, LAPAGLIA (COLUMBIA) TEAM 3 PHS# 208206                        |  |
| Total Number of Pieces Listed by Sender |                | Total Number of Pieces Received at Post Office                            | Postmaster, Per (Name of Receiving Employee) |
| 2                                       |                |   |  |

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900 S913 and S921 for limitations of coverage.



UNITED STATES POSTAGE  
\$ 00.44<sup>00</sup>  
7104277258 JAN 25 2010  
MAILED FROM ZIP CODE 19103

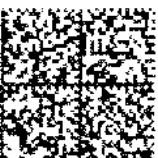
Name and  
ADDRESS  
Of Sender

Phelan Hallinan & Schmieg, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103

JOT/BTN -

SALE 3/24/2010

| Line   | Article Number | Name of Addressee, Street, and Post Office Address  | Postage   | Fee |
|--|----------------|---|---|-----|
| 1  | ****           | TENANT/OCCUPANT<br>6 EILEENS WAY<br>BLOOMSBURG, PA 17815-8314   |   |     |
| 2  |                | WELLS FARGO FINANCIAL BANK<br>3201 NORTH 4 <sup>TH</sup> AVENUE<br>SIOUX FALLS, SD 57104  |   |     |
| 3  |                | CAPITAL ONE BANK (USA), NA C/O<br>WILLIAM T. MOLCZAN, ESQ.<br>1400 KOPPERS BUILDING<br>436 SEVENTH AVENUE<br>PITTSBURGH, PA 15219 |   |     |
| 4  |                | CAPITAL ONE BANK (USA), NA<br>15000 CAPITAL ONE DRIVE<br>RICHMOND, VA 23238   |   |     |
| 5  |                |   |   |     |
| 6  |                |   |   |     |
| 7  |                |   |   |     |
| 8  |                |   |   |     |
| 9  |                |   |   |     |
| 10   |                |   |   |     |
| 11   |                |   |   |     |
| 12   |                |   |   |     |
| 13   |                |   |   |     |
| 14   |                |   |   |     |
| 15   |                | RE: TRACIN, LAPAGLIA (COLUMBIA) TEAM 3 PHS# 208206  |   |     |
| Total Number of Pieces Received at Post Office |                | Postmaster, Per (Name of Receiving Employee)  | The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900 S913 and S921 for limitations of coverage. |     |



UNITED STATES POSTAGE  
\$ 01.68<sup>00</sup>  
0304077286  
MAILED FROM ZIP CODE 19106

JUNTY OF COLUMBIA  
REAL ESTATE TAX LIEN CERTIFICATE

DATE:21-JAN-10

FEE:\$5.00

CERT. NO:6960

BOYLES JUSTIN R  
TRACI N LAPAGLIA  
6 EILEENS WAY  
BLOOMSBURG PA 17815

DISTRICT: HEMLOCK TWP  
DEED 20051-4144  
LOCATION: 6 EILEENS WAY BLOOMSBURG  
PARCEL: 18 -02 -055-18,000

| YEAR        | BILL ROLL | AMOUNT   | INTEREST | PENDING | COSTS | TOTAL AMOUNT DUE |
|-------------|-----------|----------|----------|---------|-------|------------------|
| 2009        | PRIM      | 1,714.73 | 25.50    |         | 30.00 | 1,770.23         |
| TOTAL DUE : |           |          |          |         |       | \$1,770.23       |

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

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: J. Allison  
DATE RECEIVED 11/10/2009

SERVICE# 6 - OF - 14 SERVICES  
DOCKET # 195ED2009

PLAINTIFF WELLS FARGO FINANCIAL PENNSYLVANIA, INC. ✓

DEFENDANT TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

| PERSON/CORP TO SERVED          |
|--------------------------------|
| DENISE OTTAVIANI-TAX COLLECTOR |
| 116 FROSTY VALLEY ROAD         |
| BLOOMSBURG                     |

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Denise

RELATIONSHIP tax collector IDENTIFICATION \_\_\_\_\_

DATE 1-14-10 TIME 1017 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

| ATTEMPTS | DATE  | TIME  | OFFICER | REMARKS |
|----------|-------|-------|---------|---------|
| _____    | _____ | _____ | _____   | _____   |
| _____    | _____ | _____ | _____   | _____   |
| _____    | _____ | _____ | _____   | _____   |

DEPUTY J. Allison DATE 1-14-10

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/10/2009

SERVICE# 8 - OF - 14 SERVICES  
DOCKET # 195ED2009

PLAINTIFF WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

DEFENDANT TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

SERVED UPON MAUREEN COLE

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

DATE 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. Gith DATE 1-15-10



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/10/2009

SERVICE# 11 - OF - 14 SERVICES  
DOCKET # 195ED2009



PLAINTIFF WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

DEFENDANT TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Deb

RELATIONSHIP Cherk 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 KE DATE \_\_\_\_\_

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) 784-6309

Thursday, November 12, 2009

**DENISE OTTAVIANI-TAX COLLECTOR  
116 FROSTY VALLEY ROAD  
BLOOMSBURG, PA 17815-**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**

**VS**

**TRACI N. LAPAGLIA**

**JUSTIN R. BOYLES**

*6 Eileens Way*

**DOCKET # 195ED2009**

**JD # 1253JD2009**

Dear Sir:

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

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

Respectfully,

*Timothy T. Chamberlain*

Timothy T. Chamberlain  
Sheriff of Columbia County

**Tax Notice** 2009 County & Municipality

HEMLOCK TWP  
**MAKE CHECKS PAYABLE TO:**  
 Denise D Ottaviani  
 116 Frosty Valley Road  
 Bloomsburg PA 17815

**HOURS:** MARCH - APRIL: TUE & THUR 1PM TO 6PM  
 JUNE 23, 25, 30: 1 PM TO 6 PM  
 OR BY APPOINTMENT  
**PHONE:** 570-784-9310

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

BOYLES JUSTIN R  
 TRACI N LAPAGLIA  
 6 EILEENS WAY  
 BLOOMSBURG PA 17815

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

**DATE** 03/01/2009 **BILL NO.** 19249

| DESCRIPTION  | ASSESSMENT | MILLS | LESS DISCOUNT  | TAX AMOUNT DUE  | INCL PENALTY                                       |
|--|------------|-------|--|---|--|
| GENERAL  | 35,417     | 6.146 | 213.32   | 217.67  | 239.44   |
| SINKING  |            | 1.345 | 46.69  | 47.64   | 52.40  |
| FIRE   |            | 1     | 34.71  | 35.42   | 38.96  |
| TWP RE   |            | 3.75  | 130.15   | 132.81  | 146.09   |
| The discount & penalty have been calculated for your convenience |            |       |  |   |  |
| <b>PAY THIS AMOUNT</b>   |            |       | 424.87<br><small>April 30<br/>If paid on or before</small> | 433.54<br><small>June 30<br/>If paid on or before</small> | 476.89<br><small>June 30<br/>If paid after</small> |

| CNTY | TWP | DISCOUNT | PENALTY | PARCEL           | LAND  | BUILDINGS | TOTAL ASSESSMENT |
|------|-----|----------|---------|------------------|-------|-----------|------------------|
|      |     | 2%       | 2%      | 18-02-055-18,000 | 4.837 | 30,580    | 35,417           |
|      |     | 10%      | 10%     | 6 EILEENS WAY    |       |           |                  |
|      |     |          |         | .57 Acres        |       |           |                  |
|      |     |          |         |                  |       |           |                  |

**FILE COPY**

This tax returned to courthouse on: January 1, 2010

Denise D. Ottaviani

Hemlock Township Tax Collector

HARRISBURG

| BLOOMSBURG SCHOOL DISTRICT |        |  |  | 2009 SCHOOL REAL ESTATE DATE 07/01/2009 BILL# 004313 TAXCOLLECTOR COPY |            |         |          |             |             |
|----------------------------|--------|--|--|--|------------|---------|----------|-------------|-------------|
| HEMLOCK TWP                |        |  |  | DESCRIPTION  | ASSESSMENT | RATE    | 2 % DISC | FACE AMOUNT | 10% PENALTY |
| MAKE CHECKS PAYABLE TO:    |        |  |  | Real Estate  | 35417      | 36.200  | 1089.44  | 1111.67     | 1222.84     |
| DENISE D. OTTAVIANI        |        |  |  |  |            |         |          |             |             |
| 116 FROSTY VALLEY ROAD     |        |  |  |  |            |         |          |             |             |
| BLOOMSBURG, PA 17815       |        |  |  |  |            |         |          |             |             |
| INSTALLMENT PLAN           |        |  |  | ASSESSED VALUE   | 35417      | 1292.10 |          |             |             |
|                            |        |  |  | HOMESTEAD REDUCTION  | -4706      | -170.43 |          |             |             |
| First Installment          | 370.56 |  |  |  |            |         | 1089.44  | 1111.67     | 1222.84     |
| Second Installment         | 370.56 |  |  |  |            |         |          |             |             |
| Third Installment          | 370.55 |  |  |  |            |         |          |             |             |
|                            |        |  |  | PAYABLE ASSESSMENT   | 30709      | 1111.67 | AUG 31   | OCT 31      | OCT 31      |

SCHOOL PENALTY @ 10%

M BOYLES JUSTIN R  
 A TRACI N LAPAGLIA  
 I 6 EILEENS WAY  
 L BLOOMSBURG PA 17815

| PROPERTY DESCRIPTION                            | ACCT. |
|---|-------|
| PARCEL 18 02 05518000                           | 13692 |
| 6 EILEENS WAY                                   |       |
| 20051-4144                                      |       |
| 0.57 ACRES                                      |       |
| 4837.00   |       |
| 30580.00  |       |
| THIS TAX RETURNED TO COURTHOUSE JANUARY 1, 2010 |       |

Not Paid  
 2009  
 Turned to  
 over to  
 CO. CNTY  
 TAX Bureau

# AFFIDAVIT OF SERVICE

PLAINTIFF  
WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

COLUMBIA COUNTY

PHS # 208206

DEFENDANT  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

SERVICE TEAM/ las

COURT NO.: 2009-CV-1253

SERVE JUSTIN R. BOYLES AT:  
1280 BROADWAY RD  
MILTON, PA 17847-7806

TYPE OF ACTION  
XX Notice of Sheriff's Sale  
SALE DATE: 02/24/2010

## SERVED

Served and made known to JUSTIN R. BOYLES, Defendant on the 24th day of DECEMBER, 2009, at 12:42 o'clock P. M., at 1280 BROADWAY RD, MILTON, PA, in the manner described below:

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

Description: Age 30 Height 6'1" Weight 190 Race W Sex M Other \_\_\_\_\_

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

Sworn to and subscribed before me this 24th day of DEC, 2009.

\* CONTINUED INVESTIGATION DISCLOSED THAT DEFENDANT DOES RESIDE @ S.A. AND REPEATED ATTEMPTS RESULTED IN SERVICE.

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

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

Ronald Moll  
NOT SERVED

KIMBERLY CURTY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 7, 2013

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

- ☐ Vacant ☐ Bad Address ☐ Moved ☐ Does Not Reside (Not Vacant)  
☐ No Answer ☐ Service Refused

Other: \_\_\_\_\_

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

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

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

## ATTORNEY FOR PLAINTIFF

Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62285  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheral R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mullenhy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Eliakos, Esq., Id. No. 94620  
Jaelua I. Goldman, Esq., Id. No. 205047  
Courtney R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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) 704-6300

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

WELLS FARGO FINANCIAL PA

VS.

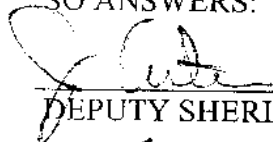
TRACI LAPAGLIA & JUSTIN BOYLES

WRIT OF EXECUTION #195 OF 2009 ED

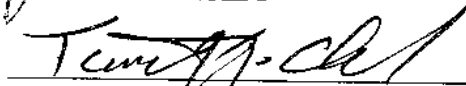
POSTING OF PROPERTY

JANUARY 6, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF TRACI LAPAGLIA & JUSTIN BOYLES AT 6 EILEENS WAY BLOOMSBURG  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
CHIEF DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:



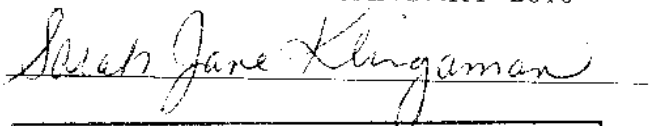
DEPUTY SHERIFF



TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 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

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) 764-4300

SHERIFF'S RETURN OF NO SERVICE  
-----

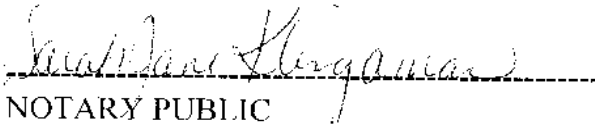
WELLS FARGO FINANCIAL PENNSYLVANIA, INC. 195ED2009

VS.

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

THE AFOREMENTIONED WRIT IS BEING RETURNED NOT SERVED, AS OF  
THIS 11/18/2009 FOR THE FOLLOWING REASONS:  
MOVED LEFT NO FORWARDING

SWORN AND SUBSCRIBED BEFORE ME  
THIS Wednesday, December 02, 2009

  
-----  
NOTARY PUBLIC

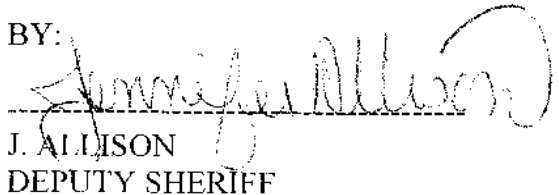
Notarial Seal  
SARAH JANE KLINGAMAN  
Notary Public  
Town of Bloomsburg, Columbia County PA  
My Commission Expires September 30, 2012

SO ANSWERS :

  
-----

TIMOTHY T. CHAMBERLAIN  
SHERIFF

BY:

  
-----  
J. ALLISON  
DEPUTY SHERIFF

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

# Sheriff's Office of Northumberland County

Chad A Reiner  
*Sheriff*



Anthony M Matulewicz, III  
*Solicitor*

Randy Coe  
*Chief Deputy*

Joseph S Jones  
*Lieutenant*

WELLS FARGO FINANCIAL  
vs.  
JUSTIN R BOYLES

Case Number  
09 ED 0195

## SHERIFF'S RETURN OF SERVICE

11/20/2009 I HEREBY CERTIFY AND RETURN THAT I SERVED TAMMY GLENN, MOTHER AND ADULT IN CHARGE OF JUSTIN R. BOYLES RESIDENCE AT THE TIME OF SERVICE AT 120 BROADWAY ROAD, MILTON, PA WITH A WRIT OF EXECUTION, MORTGAGE FORECLOSURE, NOTICE OF SALE AND DESCRIPTION FROM COLUMBIA COUNTY SHERIFFS OFFICE, MAKING KNOWN TO HER THE CONTENTS WITHIN BY DWAYNE PIDCOE, DEPUTY.

*Chad A Reiner*  
D.K.

SO ANSWERS:  
BY:

CHAD A. REINER, SHERIFF  
DWAYNE PIDCOE, DEPUTY

Received by the undersigned before  
me on 2nd day of Dec  
2009

*M. Kathleen Strauss*  
PROTESTANT

My Comm. Exp. 1st Mon. Jan. 2010

NOV.12.2009 11:41

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
TEL: (717) 389-6422

PHONE  
(717) 389-6422

24 HOUR PHONE  
(717) 389-6100

Thursday, November 12, 2009

HEMLOCK SEWER C/O GAREY BITTENBENDER  
82 BUCKHORN ROAD  
BLOOMSBURG, PA 17815-

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.  
VS  
TRACIN. LAPAGLIA  
JUSTIN R. BOYLES

DOCKET # 195ED2009

JD # 1253JD2009

Dear Sir:

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

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

Respectfully,

*Timothy T. Chamberlain*

Timothy T. Chamberlain  
Sheriff of Columbia County

~~\$ 492.00 WILL BE AMOUNT  
AT DATE OF SALE.~~

Gary

Sale has been postponed till  
March 24

Tom



## Sheriff's Office of Northumberland County

Chad A Reiner  
SheriffAnthony M Matulewicz, III  
SolicitorRandy Coe  
Chief DeputyJoseph S Jones  
LieutenantWELLS FARGO FINANCIAL  
vs.  
JUSTIN R BOYLESCase Number  
09 ED 0195

## SHERIFF'S RETURN OF SERVICE

11/20/2009 I HEREBY CERTIFY AND RETURN THAT I SERVED TAMMY GLENN, MOTHER AND ADULT IN CHARGE OF JUSTIN R. BOYLES RESIDENCE AT THE TIME OF SERVICE AT 120 BROADWAY ROAD, MILTON, PA WITH A WRIT OF EXECUTION, MORTGAGE FORECLOSURE, NOTICE OF SALE AND DESCRIPTION FROM COLUMBIA COUNTY SHERIFFS OFFICE, MAKING KNOWN TO HER THE CONTENTS WITHIN BY DWAYNE PIDCOE, DEPUTY.

SO ANSWERS:  
BY:CHAD A. REINER, SHERIFF  
DWAYNE PIDCOE, DEPUTY

Sworn to and subscribed before  
me this 2nd day of Dec.  
A.D. 2009

PROTHONOTARY

My Comm. Exp. 1st Mon. Jan. 2010

## Northumberland County Sheriff's Office

201 Market Street, Sunbury, PA 17801

Chad A. Reiner, Sheriff



Tony Matulewicz, Esq., Solicitor

Phone: 570-988-4155

Fax: 570-988-4496

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

DATE:

12-2-09

TO: (TELEPHONE #):

TO: (OFFICE):

Columbia Co. Sheriff

ATTENTION: (PERSONS NAME):

TO: (FAX #):

389-5625

FROM: (YOUR NAME):

Debbie

OF THE NORTHUMBERLAND COUNTY SHERIFF'S OFFICE

NUMBER OF PAGES NOT INCLUDING TRANSMITTAL SHEET

1

IF THERE IS ANY PROBLEM WITH THIS TRANSMITTAL PLEASE

CALL (570) 988-4155

COMMENTS:

For your information

✓map  
- Rose drive  
- 6 Eileens dr.

# COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/10/2009

SERVICE# 1 - OF - 14 SERVICES  
DOCKET # 195ED2009

PLAINTIFF WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

DEFENDANT TRACI N. LAPAGLIA

JUSTIN R. BOYLES

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

| PERSON/CORP TO SERVED | PAPERS TO SERVED     |
|-----------------------|----------------------|
| TRACI LAPAGLIA        | MORTGAGE FORECLOSURE |
| 6 EILEENS WAY         |                      |
| BLOOMSBURG            |                      |

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

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

DATE \_\_\_\_\_ TIME \_\_\_\_\_ MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA \_\_\_\_ POB \_\_\_\_ POE \_\_\_\_ CCSO \_\_\_\_

B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA

C. CORPORATION MANAGING AGENT

D. REGISTERED AGENT

☒ E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

*moved. left no forwarding  
address per post office*

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

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

11-12-09

1506

4

LC

11-16-09

0942

4

- card still on door

11-17-09

1320

2

House empty call B

DEPUTY

*[Signature]*

DATE

11-31-09

11-18-09

0817

4

- faxed change of address  
request to Post Office

## 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) 784-6309

Postmaster

Bloomsburg, PA  
City, State, ZIP Code

Date 11-18-09

Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process

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

Name: Troci LapagliaAddress: 6 Eileens Way, Bloomsburg, PA

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

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

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

## WARNING

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

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

J. J. Jillion  
Signature  
J. J. Jillion  
Printed Name

Address 35 W. Main St. Po Box 380  
Bloomsburg, PA  
City, State, ZIP Code

## FOR POST OFFICE USE ONLY

☐ No change of address order on file. NEW ADDRESS or

BOXHOLDER'S POSTMARK

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

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

vs.

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2009-CV-1253

COLUMBIA COUNTY

2009-ED-195

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314  
(See Legal Description attached)

Amount Due

Additional Fees and Costs

Interest from 09/25/2009 to Date of Sale

@ \$41.95 per diem

\$255,206.03

\$2,307.50

\$\_\_\_\_\_ and costs.

Dated 11-10-09  
(SEAL)

PHS # 208206

Tami B Kline /KPB/  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of Columbia County, Penna.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

vs.

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Office of Judicial Support

Judg. Fee

Cr.

Sat.

Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

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

Address where papers may be served:

TRACI N. LAPAGLIA

6 EILEENS WAY

BLOOMSBURG, PA 17815-8314

JUSTIN R. BOYLES

1280 BROADWAY RD

MILTON, PA 17847-7806

Complaint \$90.50pd  
Judgment \$14.00pd  
Writ \$2300pd  
Satisfy \$7.00

### LEGAL DESCRIPTION

ALL THAT CERTAIN MESSUAGE, TENEMENT AND TRACT OF LAND situate in the Township of Hemlock in the County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwesterly corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING.

CONTAINING 0.565 acres of land in all. BEING Lot No. 10 more fully described as shown on a draft of a survey prepared by Richard C. Parsons, Land Surveying, 45 Center Street, Elysburg, Pennsylvania, and recorded November 9, 1998, in Columbia County Map Book 7, Page 1518 A-G.

SUBJECT to the Building Restrictions and Covenants for Penn Brook Pines recorded in Columbia County Record Book 520, page 938, Record Book 708, Page 634, and Instrument No. 2000-04803.

SUBJECT to a Right-of-Way by and between Alfred F. Nevel, Jr. and PP&L, Inc. and Bell Atlantic, Pennsylvania, dated March 11, 1999, and recorded March 12, 1999, in Columbia County Record Book 717, Page 855, etc.

6 EILEENS WAY

PARCEL NO. 18-02-055-18

TITLE TO SAID PREMISES IS VESTED IN Justin R. Boyles, single and Traci N. LaPaglia, single, by Deed from Keith Whitmoyer, single, dated 12/29/2005, recorded 12/30/2005 in Instrument Number 200514144.

Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

: COURT OF COMMON PLEAS  
:  
Plaintiff : CIVIL DIVISION

vs.

: NO. 2009-CV-1253

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

: COLUMBIA COUNTY

Defendant(s) : 2009-ED-195

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

TO: TRACI N. LAPAGLIA  
JUSTIN R. BOYLES  
6 EILEENS WAY  
BLOOMSBURG, PA 17815-8314

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES  
2346 MILLERS BOTTOM RD  
NEW COLUMBIA, PA 17856-9465

JUSTIN R. BOYLES  
1280 BROADWAY RD  
MILTON, PA 17847-7806

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\***

Your house (real estate) at 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314 is scheduled to be sold at the Sheriff's Sale on Feb. 10, 2010 at 10:00 a.m. in the **Office of the Sheriff, Columbia County Courthouse, 35 West Main Street, Bloomsburg, PA 17815** to enforce the court judgment of **\$255,206.03** obtained by **WELLS FARGO FINANCIAL PENNSYLVANIA, INC.** (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

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

1. The sale will be canceled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: **215-563-7000 x1230**.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

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



1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 215-563-7000.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 215-563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the 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 proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the sheriff and will be made available for inspection in his office. 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 filing of the proposed schedule.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

**North Penn Legal Services  
168 East 5th Street  
Bloomsburg, PA 17815  
(570) 784-8760**

## LEGAL DESCRIPTION

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BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwesterly corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING.

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6 EILEENS WAY

PARCEL NO. 18-02-055-18

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Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

## Sheriff's Office of Northumberland County

Chad A Reiner  
Sheriff

Anthony M Matulewicz, III  
Solicitor

Randy Coc  
Chief Deputy

Joseph S Jones  
Lieutenant



WELLS FARGO FINANCIAL

vs.

JUSTIN R BOYLES

Case Number

09 ED 0195

**SHERIFF'S RETURN OF SERVICE**

11/20/2009 I HEREBY CERTIFY AND RETURN THAT I SERVED TAMMY GLENN, MOTHER AND ADULT IN CHARGE OF JUSTIN R. BOYLES RESIDENCE AT THE TIME OF SERVICE AT 120 BROADWAY ROAD, MILTON, PA WITH A WRIT OF EXECUTION, MORTGAGE FORECLOSURE, NOTICE OF SALE AND DESCRIPTION FROM COLUMBIA COUNTY SHERIFFS OFFICE, MAKING KNOWN TO HER THE CONTENTS WITHIN BY DWAYNE PIDCOE, DEPUTY.

*Chad A Reiner*  
W.K.

SO ANSWERS:  
BY:

CHAD A. REINER, SHERIFF  
DWAYNE PIDCOE, DEPUTY

**Northumberland County Sheriff's Office**

201 Market Street, Sunbury, PA 17801

Chad A. Reiner, Sheriff



Tony Matulewicz, Esq., Solicitor

Phone: 570-988-4155

Fax: 570-988-4496

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

DATE:

11-20-09

TO: (TELEPHONE #):

TO: (OFFICE):

Columbia Co. Sheriff

ATTENTION: (PERSONS NAME):

TO: (FAX #):

389-5625

FROM: (YOUR NAME):

Deblin

OF THE NORTHUMBERLAND COUNTY SHERIFF'S OFFICE

NUMBER OF PAGES NOT INCLUDING TRANSMITTAL SHEET

1

IF THERE IS ANY PROBLEM WITH THIS TRANSMITTAL PLEASE  
CALL (570) 988-4155

COMMENTS:

For your information!

# REAL ESTATE OUTLINE

ED # 19789

DATE RECEIVED 10-01  
DOCKET AND INDEX 11-1A 09

## CHECK FOR PROPER INFO.

|                               |                                     |                   |
|-------------------------------|-------------------------------------|-------------------|
| WRIT OF EXECUTION             | <input checked="" type="checkbox"/> |                   |
| COPY OF DESCRIPTION           | <input checked="" type="checkbox"/> |                   |
| WHEREABOUTS OF LKA            | <input checked="" type="checkbox"/> |                   |
| NON-MILITARY AFFIDAVIT        | <input checked="" type="checkbox"/> |                   |
| NOTICES OF SHERIFF SALE       | <input checked="" type="checkbox"/> |                   |
| WAIVER OF WATCHMAN            | <input checked="" type="checkbox"/> |                   |
| AFFIDAVIT OF LIENS LIST       | <input checked="" type="checkbox"/> |                   |
| CHECK FOR \$1,350.00 OR _____ | <input checked="" type="checkbox"/> | CK# <u>873655</u> |

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

|                          |  |                  |
|--------------------------|--|------------------|
| SALE DATE                | <u>Feb. 10, 2010</u>                     | TIME <u>1000</u> |
| POSTING DATE             | <u>Jan 16, 2010</u>                      |                  |
| ADV. DATES FOR NEWSPAPER | 1 <sup>ST</sup> WEEK <u>Jan 20</u>       |                  |
|                          | 2 <sup>ND</sup> WEEK <u>27</u>           |                  |
|                          | 3 <sup>RD</sup> WEEK <u>Feb. 3, 2010</u> |                  |

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 195 OF 2009 ED AND CIVIL WRIT NO. 1253 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 MESSAGE, TENEMENT AND TRACT OF LAND situate in the Township of Hemlock in the County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows: BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwesterly corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING.

CONTAINING 0.565 acres of land in all. BEING Lot No. 10 more fully described as shown on a draft of a survey prepared by Richard C. Parsons, Land Surveying, 45 Center Street, Elysburg, Pennsylvania, and recorded November 9, 1998, in Columbia County Map Book 7, Page 1518 A-G.

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SUBJECT to a Right-of-Way by and between Alfred F. Nevel, Jr. and PP&L, Inc. and Bell Atlantic, Pennsylvania, dated March 11, 1999, and recorded March 12, 1999, in Columbia County Record Book 717, Page 855, etc.

6 EILEENS WAY

PARCEL NO. 18-02-055-18

TITLE TO SAID PREMISES IS VESTED IN Justin R. Boyles, single and Traci N. LaPaglia, single, by Deed from Keith Whitmoyer, single, dated 12/29/2005, recorded 12/30/2005 in Instrument Number 200514144.

Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

## TERMS OF SALE

**MINIMUM PAYMENT AT TIME OF SALE:** The greater of ten (10%) percent of the bid price or costs (opening bid fee, etc.). 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 (3) 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 a successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to keep 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 event of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

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

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

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 195 OF 2009 ED AND CIVIL WRIT NO. 1253 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 MESSUAGE, TENEMENT AND TRACT OF LAND situate in the Township of Hemlock in the County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows: BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwest corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING.

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Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

## TERMS OF SALE

MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid and fee). 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 NOTE 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 to sell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the event of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

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

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

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 195 OF 2009 ED AND CIVIL WRIT NO. 1253 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 MESSAGE, TENEMENT AND TRACT OF LAND situate in the Township of Hemlock in the County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows: BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwesterly corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING. CONTAINING 0.565 acres of land in all. BEING Lot No. 10 more fully described as shown on a draft of a survey prepared by Richard C. Parsons, Land Surveying, 45 Center Street, Elysburg, Pennsylvania, and recorded November 9, 1998, in Columbia County Map Book 7, Page 1518 A-G.

SUBJECT to the Building Restrictions and Covenants for Penn Brook Pines recorded in Columbia County Record Book 520, page 938, Record Book 708, Page 634, and Instrument No. 2000-04803.

SUBJECT to a Right-of-Way by and between Alfred F. Nevel, Jr. and PP&L, Inc. and Bell Atlantic, Pennsylvania, dated March 11, 1999, and recorded March 12, 1999, in Columbia County Record Book 717, Page 855, etc.

6 EILEENS WAY

PARCEL NO. 18-02-055-18

TITLE TO SAID PREMISES IS VESTED IN Justin R. Boyles, single and Traci N. LaPaglia, single, by Deed from Keith Whitmoyer, single, dated 12/29/2005, recorded 12/30/2005 in Instrument Number 200514144.

Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

## TERMS OF SALE

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

**REMAINDER BALANCE OF BID PRICE:** Any remaining amount of the bid price is to be paid within (5) days after sale in cash, certified check or cashier's check.

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

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

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

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

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



# SHERIFF'S SALE

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CONTAINING 0.565 acres of land in all. BEING Lot No. 10 more fully described as shown on a draft of a survey prepared by Richard C. Parsons, Land Surveying, 45 Center Street, Elysburg, Pennsylvania, and recorded November 9, 1998, in Columbia County Map Book 7, Page 1518 A-G.

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Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

## TERMS OF SALE

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

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

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

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

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

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

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

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: FAX  
DATE RECEIVED 11/10/2009

SERVICE# 7 - OF - 14 SERVICES  
DOCKET # 195ED2009

PLAINTIFF WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

DEFENDANT TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

|                              |
|------------------------------|
| <b>PERSON/CORP TO SERVED</b> |
| HEMLOCK SEWER C/O GAREY      |
| BITTENBENDER                 |
| 82 BUCKHORN ROAD             |
| BLOOMSBURG                   |

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON *Fayol*

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

DATE 11-12 TIME \_\_\_\_\_ MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

DEPUTY

*RC* DATE \_\_\_\_\_

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) 764-6900

Thursday, November 12, 2009

**HEMLOCK SEWER C/O GAREY BITTENBENDER  
82 BUCKHORN ROAD  
BLOOMSBURG, PA 17815-**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.  
VS  
TRACI N. LAPAGLIA  
JUSTIN R. BOYLES**

**DOCKET # 195ED2009**

**JD # 1253JD2009**

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain  
Sheriff of Columbia County

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

: COURT OF COMMON PLEAS  
:  
Plaintiff : CIVIL DIVISION

vs.

: NO. 2009-CV-1253

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

: COLUMBIA COUNTY

Defendant(s) :

2009-ED-195

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

TO: TRACI N. LAPAGLIA  
JUSTIN R. BOYLES  
6 EILEENS WAY  
BLOOMSBURG, PA 17815-8314

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES  
2346 MILLERS BOTTOM RD  
NEW COLUMBIA, PA 17856-9465

JUSTIN R. BOYLES  
1280 BROADWAY RD  
MILTON, PA 17847-7806

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\***

Your house (real estate) at 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314 is scheduled to be sold at the Sheriff's Sale on Feb. 10, 2010 at 10:00 a.m. in the **Office of the Sheriff, Columbia County Courthouse, 35 West Main Street, Bloomsburg, PA 17815** to enforce the court judgment of \$255,206.03 obtained by **WELLS FARGO FINANCIAL PENNSYLVANIA, INC.** (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

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

1. The sale will be canceled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: **215-563-7000 x1230.**
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 215-563-7000.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 215-563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the 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 proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the sheriff and will be made available for inspection in his office. 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 filing of the proposed schedule.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

**North Penn Legal Services  
168 East 5th Street  
Bloomsburg, PA 17815  
(570) 784-8760**

## LEGAL DESCRIPTION

ALL THAT CERTAIN MESSUAGE, TENEMENT AND TRACT OF LAND situate in the Township of Hemlock in the County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin in the easterly line of Lot No. 6 of the Penn Brook Pines Subdivision, said iron pin marking the northwesterly corner of Lot No. 9; THENCE along the easterly line of Lot No. 6, and also Lot No. 5, North 32 degrees 53 minutes 57 seconds West, 310.00 feet to an iron pin marking a westerly corner of Lot No. 11; THENCE along the westerly line of Lot No. 11, South 72 degrees 27 minutes 18 seconds East, 217.26 feet to an iron pin in the line of Eileen's Way, said iron pin marking the southwesterly corner of said Lot No. 11; THENCE along said Eileen's Way, and curve to the left, with a delta angle of 81 degrees 51 minutes 26 seconds, a radius of 50.00 feet, a tangent of 43.36 feet, an arc length of 71.43 feet, a chord bearing of South 23 degrees 23 minutes 01 seconds East, and a chord length of 65.51 feet to an iron pin marking the northeasterly corner of aforementioned Lot No. 9; THENCE along the northerly line of said Lot No. 9, South 25 degrees 41 minutes 16 seconds West, 149.43 feet to the point of BEGINNING.

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6 EILEENS WAY

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Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

vs.

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314  
(See Legal Description attached)

|  |                    |
|--|--------------------|
| Amount Due                               | \$255,206.03       |
| Additional Fees and Costs                | \$2,307.50         |
| Interest from 09/25/2009 to Date of Sale | \$_____ and costs. |
| @ \$41.95 per diem                       |                    |

Dated 11-10-09  
(SEAL)

PHS # 208206

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2009-CV-1253

COLUMBIA COUNTY

2009-ED-195

Tam B Kline /KPB/  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of Columbia County, Penna.

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Tax Parcel # 18-02-055-18,000



WRIT OF EX ECTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

vs.

TRACI N. LAPAGLIA  
JUSTIN R. BOYLES

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314  
(See Legal Description attached)

Amount Due

Additional Fees and Costs

Interest from 09/25/2009 to Date of Sale

@ \$41.95 per diem

\$255,206.03

\$2,307.50

\$ \_\_\_\_\_ and costs.

Dated 11-10-09  
(SEAL)

PHS # 208206

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2009-CV-1253

COLUMBIA COUNTY

2009-ED-195

Tarni B. Kline / KPB/  
(Clerk) Office of the Prothy Support, Common Pleas Court  
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Premises being: 6 EILEENS WAY, BLOOMSBURG, PA 17815-8314

Tax Parcel # 18-02-055-18,000

**Phelan Hallinan & Schmieg, LLP**

1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

Attorneys for Plaintiff

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**  
Plaintiff

v.

**TRACI N. LAPAGLIA**  
**JUSTIN R. BOYLES**  
Defendant(s)

: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2009-CV-1253**  
:  
: **COLUMBIA COUNTY**  
:  
: **2009-ED-195**

**CERTIFICATION**

The undersigned attorney hereby states that he/she is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because:

- ( ) the mortgage is an FHA Mortgage
- ( ) the premises is non-owner occupied
- ( ) the premises is vacant
- (X) Act 91 procedures have been fulfilled

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

By: 

Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

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

**Phelan Hallinan & Schmieg, LLP**

1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

Attorneys for Plaintiff

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**

Plaintiff

v.

**TRACI N. LAPAGLIA**

**JUSTIN R. BOYLES**

Defendant(s)

: **COURT OF COMMON PLEAS**

:

: **CIVIL DIVISION**

:

: **NO. 2009-CV-1253**

:

: **COLUMBIA COUNTY**

:

: **2009-ED-195**

**CERTIFICATION**

The undersigned attorney hereby states that he/she is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because:

- ( ) the mortgage is an FHA Mortgage
- ( ) the premises is non-owner occupied
- ( ) the premises is vacant
- (X) Act 91 procedures have been fulfilled

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

By: 

Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

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

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**  
Plaintiff

v.

**TRACI N. LAPAGLIA**  
**JUSTIN R. BOYLES**  
Defendant(s)

: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2009-CV-1253**  
:  
: **COLUMBIA COUNTY**

*2009-ED-195*

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO FINANCIAL PENNSYLVANIA, INC.**, Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **6 EILEENS WAY, BLOOMSBURG, PA 17815-8314**.

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

Name

Address (if address cannot be reasonably  
ascertained, please so indicate)

**TRACI N. LAPAGLIA**

**6 EILEENS WAY**  
**BLOOMSBURG, PA 17815-8314**

**JUSTIN R. BOYLES**

**1280 BROADWAY RD**  
**MILTON, PA 17847-7806**

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

Name

Address (if address cannot be reasonably  
ascertained, please so indicate)

**SAME AS ABOVE**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**CAPITAL ONE BANK (USA), NA**

**15000 CAPITAL ONE DRIVE**  
**RICHMOND, VA 23238**

**CAPITAL ONE BANK (USA), NA C/O**  
**WILLIAM T. MOLCZAN, ESQ.**

**1400 KOPPERS BUILDING**  
**436 SEVENTH AVENUE**  
**PITTSBURGH, PA 15219**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**WELLS FARGO FINANCIAL BANK**

**3201 NORTH 4<sup>TH</sup> AVENUE**  
**SIOUX FALLS, SD 57104**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

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

Name

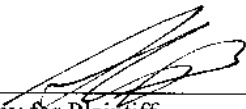
Address (if address cannot be reasonably ascertained, please indicate)

TENANT/OCCUPANT

6 EILEENS WAY  
BLOOMSBURG, PA 17815-8314

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.A. § 4904 relating to unsworn falsification to authorities.

November 5, 2009

By:   
Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
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- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☒ Andrew C. Bramblett, Esq., Id. No. 208375



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:
- | Name | Address (if address cannot be reasonably ascertained, please indicate) |
|------|--|
|------|--|

TENANT/OCCUPANT

6 EILEENS WAY  
BLOOMSBURG, PA 17815-8314

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November 5, 2009

By: 

Attorney for Plaintiff

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