

SHERIFF'S SALE COST SHEET

Criminology vs. Jessy wep/1008
 NO. 203-09 ED NO. 1500-09 JD DATE/TIME OF SALE Feb. 24 0900

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>270.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>50.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>6.00</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>2.00</u>
NOTARY	\$ <u>5.00</u>
TOTAL *****	\$ <u>548.00</u>

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1125.00</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL *****	\$ <u>1349.88</u>

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

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

MUNICIPAL FEES DUE:			
SEWER	20	\$	<u>549.89</u>
WATER	20	\$	
TOTAL *****		\$	<u>549.89</u>

SURCHARGE FEE (DSTE)		\$	<u>190.00</u>
MISC.		\$	
TOTAL *****		\$	<u>0.00</u>

TOTAL COSTS (OPENING BID) \$ 2752.77

COLUMBIA COUNTY SHERIFF'S OFFICE
SHERIFF'S REAL ESTATE FINAL COST SHEET

Citibank VS Joan Wellman
NO. 205-07 ED NO. 1500-07 JD

DATE/TIME OF SALE: Feb 11 0900

BID PRICE (INCLUDES COST) \$ 115,000.00

POUNDAGE - 2% OF BID \$ 900.00

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ 750.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 3908.77

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): Agent for Phelan Hallinan & Schmieg
Timothy J. Mull

TOTAL DUE: \$ 3908.77

LESS DEPOSIT: \$ 1350.-

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 2552.77

PHELAN HALLINAN & SCHMIEG, LLP

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103

Operator Assisted 215-563-7000, Ext 1477

Automated Assisted 320-0007-Ext, 1477

Fax: 215-563-7009

nora.ferrer@fedphc-pa.com

Nora Ferrer
Legal Assistant, ext.1477

Representing Lenders in
Pennsylvania and New Jersey

February 25, 2010

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

Re: Jason Welliver
354 East 7th Street
Bloomsburg, PA 17815
No. 2009-CV-1600

URGENT

Dear Sir or Madam:

I hereby assign my bid on the above captioned property knocked-down to me Daniel G. Schmieg as "attorney-on-the-writ" to FANNIE MAE, P.O Box 650043, Dallas, TX 75265-0043.

Please send a copy of the Deed via facsimile, record the original and send notification of the recording date. Enclosed please find two Realty Transfer Tax Statement of Values and two stamped self-addressed envelopes for your convenience.

Your cooperation in this matter would be appreciated.

Yours truly,



Nora Ferrer

Enclosure

cc: Citimortgage, Inc.

Account No. 216139

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

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

B TRANSFER DATA

Grantor(s)/Lessor(s) Timothy T. Chamberlain - Sheriff Columbia County Courthouse	Grantee(s)/Lessee(s) FANNIE MAE
Street Address P.O. Box 380, 35 W. Main St.	Street Address P.O. Box 650043
City Bloomsburg	City Dallas
State PA	State TX
Zip Code 17815	Zip Code 75265-0043

C PROPERTY LOCATION

Street Address 354 East 7th Street, Bloomsburg, PA 17815	City, Township, Borough Bloomsburg Township
County COLUMBIA	School District Bloomsburg Township
Tax Parcel Number 05E-02-22000	

D VALUATION DATA

1. Actual Cash Consideration \$3,902.77	2. Other Consideration + -0-	3. Total Consideration = \$3,902.77
4. County Assessed Value \$21,043.00	5. Common Level Ratio Factor x 3.69	6. Fair Market Value = \$ 77,648.67

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	---

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____
(Name of Decedant) (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a Trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (if condemnation or in lieu of condemnation, attach a copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.) (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above. **Transfer to FANNIE MAE. "This Transfer is an exempt transaction based on 72 P.S. Sect. 8102-C.3.(2) and 12 U.S.C. Sect. 1723a (c) (2)**

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

Signature of Correspondent or Responsible Party Nora M. Ferrer	Date: February 25, 2010
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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

3-180/360

CHECK NO
926844

Pay TWO THOUSAND FIVE HUNDRED FIFTY TWO AND 77/100 DOLLARS

DATE	AMOUNT
03/19/2010	*****2,552.77

LR 03/19/2010

Void after 180 days

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

Thomas S. Hallinan

⑈926844⑈ ⑆036001808⑆36 150866 6⑈

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 February 3, 10, 17, 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 17th 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-1600

Re: CITIMORTGAGE, INC. VS. JASON WELLIVER
No. 2009-CV-1600

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

CITIMORTGAGE, INC.
Plaintiff,

v.

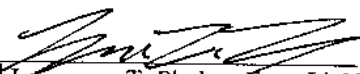
JASON WELLIVER
Defendant(s)

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2009-CV-1600
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
COLUMBIA COUNTY) SS:

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


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

Date: 1/26/10

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.

Name and Address of Sender



PHILAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 354 EAST 7TH STREET BLOOMSBURG, PA 17815-2902		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 290 EAST MARKET STREET CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		CHASE BANK USA 3700 WISEMAN BOULEVARD SAN ANTONIO, TX 78251		
5		DISCOVER BANK 6500 NEW ALBANY ROAD NEW ALBANY, OH 43054		
6		HABITAT FOR HUMANITY IN COLUMBIA AND MONTGOMERIE COUNTIES, INC P.O. BOX 273 BLOOMSBURG, PA 17815		
7		MERS390 SW 34TH STREET, SUITE 101 OCALA, FL 34474		
8		MERS AS A NOMINEE FOR QUICKEN LOANS, INC P.O. BOX 2026 PLANT, MI 48801		
9		QUICKEN LOANS, INC 2055 VICTOR PARKWAY LIVONIA, MI 48152		
10		MERS AS A NOMINEE FOR CITIMORTGAGE INC P.O. BOX 2026 PLANT, MI 48801		
11		CITIMORTGAGE INC 1000 TECHNOLOGY DRIVE MS31 O'FALLON, MO 63368-2240		
12		CHASE BANK USA c/o WELTMAN, WEINBERG & REIS CO., L.P.A 2718 KOPPERS BUILDING 436 SEVENTH AVENUE PITTSBURGH, PA 15219		
13		DISCOVER BANK c/o WELTMAN, WEINBERG & REIS CO., L.P.A 1400 KOPPERS BLDG. 436 SEVENTH AVENUE PITTSBURGH, PA 15219		
14		Re: JASON WELLIVER HOS Team 3 - 216139 - CLEARFIELD Columbia		
Total Number of Pieces Listed by Sender		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.

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

Thursday, November 19, 2009

**MARY WARD-TAX COLLECTOR
2ND STREET
BLOOMSBURG, PA 17815-**

**CITIMORTGAGE, INC.
VS
JASON WELLIVER**

DOCKET # 203ED2009

JD # 1600JD2009

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

Phelan Hallinan & Schmieg, LLP

Attorney for Plaintiff

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Attorney for Plaintiff

(215)563-7000

CITIMORTGAGE, INC.

Plaintiff,

v.

JASON WELLIVER

Defendant(s).

: **COURT OF COMMON PLEAS**

:

: **CIVIL DIVISION**

:

: **NO. 2009-CV-1600**

:

: **COLUMBIA COUNTY**

:

2009-ED-203

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: JASON WELLIVER
354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802

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

Your house (real estate) at **354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802** is scheduled to be sold at Sheriff's Sale on February 24, 2010, at 9:00 a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$104,847.08** obtained by CITIMORTGAGE, 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 cancelled if you pay to the Mortgagee, CITIMORTGAGE, INC., 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 ex-1230.
2. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

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

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

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

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

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

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage and tenement and lot or piece of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a drill hole set in the concrete walk, said point being the Northwest corner of the herein described lot; THENCE along the Southerly right-of-way line of Seventh Street, State Route 1004, N. 70 degrees 11 minutes 15 seconds E. 47.97 feet to a set drill hole; THENCE along Lot of Carl J. III and Beverly A. Huhn and Loydie G. Horne and a portion of Lot of William G. and Glenda J. Lenhart, S. 26 degrees 57 minutes 23 seconds E, 92.16 feet to an iron pin found and S. 26 degrees 53 minutes 03 seconds E, 15.24 feet to a set rebar; THENCE along Parcel #2, S. 69 degrees 40 minutes 00 second W, 49.03 feet to a rebar set; THENCE along Lot of D. Randolph & Tami L. Howat, N. 26 degrees 21 minutes 34 seconds W. 107.72 feet to the point of beginning, containing 5,183.00 square feet in all.

Said Parcel being designated as Parcel #1 from a survey draft of Thomas A. Bafile, P.E., Bafile, James and Associates, dated March 24, 1995, and recorded in Map Book 7, Page 768 on June 5, 1995.

TOGETHER, with a utility easement 10 feet in width as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, over and in the lands designated as Parcel #2 on said survey draft for the sole and exclusive purposes of providing and maintaining sewer/water service from Peach Avenue to that land herein devised and designated as Parcel #1 on said survey, with liberty from time to time, with workmen, to enter upon the easement for the purposes of inspection, repair and maintenance of the pipes and making full compensation for all damages done to the surface of said lands subject to the easement.

UNDER AND SUBJECT TO THAT utility easement 10 feet in width, as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, extending from State Route 1004 (Seventh Street)

in Bloomsburg over and through the land, herein conveyed and designated as Parcel #1 for the sole and exclusive purposes of providing and maintaining sewer/water service to Parcel #2 as shown on said survey draft, with liberty subject to the right of the owner of Parcel #2, their heirs, successors and assigns, from time to time, with workman, to enter upon the easement for the purpose of inspection, repair and maintenance of the pipes and making to the Grantors, their heirs, successors and assigns, full compensation for all damages done to the surface of said lands subject to the easement.

TITLE TO SAID PREMISES IS VESTED IN Jason Welliver, by Deed from Walter Miller, by his attorney-in-fact, Linda Miller and Linda Miller, h/w, dated 10/07/2005, recorded 10/11/2005 in Instrument Number 200510972.

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel No. 05E-02-22000

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel #05E-02-22000

SHORT DESCRIPTION

By virtue of a Writ of Execution No. 2009-CV-1600

CITIMORTGAGE, INC.

vs.

JASON WELLIVER and

**owner of property situate in the BLOOMSBURG TOWNSHIP, Columbia County, Pennsylvania,
being (Municipality)**

354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Parcel No. 05E-02-22000

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

JUDGEMENT \$:104,847.08

Attorneys for Plaintiff

Phelan, Hallinan & Schmieg, LLP

Chairman
Thomas Evans
Vice Chairman
George Turner
Treasurer
Claude Renninger
Secretary-Asst. Treasurer
Carol L. Mas
Solicitor
Gary E. Norton, Esq.

**MUNICIPAL AUTHORITY
of the
TOWN OF BLOOMSBURG**

**TOWN HALL
301 EAST SECOND STREET
BLOOMSBURG PA 17815
570~784~5422
570~784~1518 (FAX)**

Board of Directors

Thomas Evans
Andrew D. Keister
Lawrence L. Mack
George Turner
Claude Renninger

January 22, 2010

Tim Chamberlain
Sheriff of Columbia County
Columbia County Court House
P. O. Box 380
Bloomsburg PA 17815

RE: Jason Welliver
354 East 7th Street
Bloomsburg, Pa. 17815

DOCKET # 203ED2009

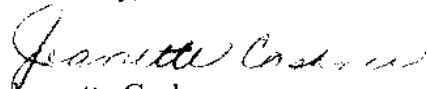
JD # 1600JD2009

Dear Sheriff Chamberlain:

In response to your notification regarding the pending Sheriff's Sale on the referenced property, the Bloomsburg Municipal Authority would like to inform you of a claim it holds against this property for unpaid sewer charges totaling \$549.89.

Thank you for informing the Municipal Authority office of this matter. If you require any further information, please contact me at 784-5422, ext. 112.

Sincerely,


Jeanette Cashner
Office Manager

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>W. H. H. H.</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>W. H. H. H.</i>	C. Date of Delivery <i>11/27/09</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

SENDER: COMPLETE THIS SECTION	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
1. Article Addressed to:	
<p>Chase bank USA 3700 Wiseman Boulevard San Antonio, TX 78251</p>	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>Michael H. H.</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Michael H. H.</i>	C. Date of Delivery <i>11/27/09</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	
--	--

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 2021	PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540
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COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>Jason E. Jarvi</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>JASON E. JARVI</i>	C. Date of Delivery <i>11-27-09</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

SENDER: COMPLETE THIS SECTION	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
1. Article Addressed to:	
<p>Chase Bank c/o Weltman & Weinberg 436 Seventh Ave. Pittsburgh, PA 15219</p>	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>Erin Breen</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Erin Breen</i>	C. Date of Delivery <i>11-25-09</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	
--	--

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 2045	PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540
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COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>Discover Bank</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Discover Bank</i>	C. Date of Delivery <i>NOV 24 2009</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

SENDER: COMPLETE THIS SECTION	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
1. Article Addressed to:	
<p>Discover Bank 6500 New Albany Road New Albany, OH 43054</p>	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>Dynamex 708</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) <i>M Rorig</i>	C. Date of Delivery <i>11/27/09</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	
--	--

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 1994	PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540
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COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) NOV 30	C. Date of Delivery NOV 30
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

008 1830 0002 2802 2038

Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION
<p>■ Complete items 1, 2, & 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>
1. Article Addressed to: U.S. SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE ROBERT N.C. NIX FEDERAL BUILDING 900 MARKET STREET-5 TH FLOOR PHILADELPHIA, PA 19107

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) D. Jefferson	C. Date of Delivery 11/27/09
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 1987

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) Lee Simmons	C. Date of Delivery NOV 24 2009
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

008 1830 0002 2802 2052

Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION
<p>■ Complete items 1, 2, & 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>
1. Article Addressed to: COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE-ATTN: SHERIFF SALE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION DEPARTMENT 281230 HARRISBURG, PA 17128-1230

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) [Signature]	C. Date of Delivery NOV 24 2009
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 2007

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) E. Breen	C. Date of Delivery 11-25-09
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

008 1830 0002 2802 2090

Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION
<p>■ Complete items 1, 2, & 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>
1. Article Addressed to: INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP WILLIAM GREEN FEDERAL BUILDING 600 ARCH STREET ROOM 3259 PHILADELPHIA, PA 19106

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) E. Hession	C. Date of Delivery 11/25
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7008 1830 0002 2802 1970

Domestic Return Receipt

102595-02-M-15

COUNTY OF COLUMBIA
REAL ESTATE TAX CERTIFICATION

Date: 01/21/2010

Fee: \$5.00

Cert. NO: 6949

WELLIVER JASON
354 EAST 7TH STREET
BLOOMSBURG PA 17815

District: TOWN OF BLOOMSBURG
Deed: 20051 -0972
Location: 354 EAST SEVENTH STRE
Parcel Id:05E-02 -220-00,000

Assessment: 21,043
Balances as of 01/21/2010

YEAR	TAX TYPE	TAX AMOUNT	PENALTY	DISCOUNT	PAID	BALANCE
	NO TAX CLAIM TAXES DUE					

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

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 11/19/2009

SERVICE# 12 - OF - 19 SERVICES
DOCKET # 203ED2009

PLAINTIFF CITIMORTGAGE, INC.

DEFENDANT JASON WELLIVER
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
BLOOMSBURG SEWER
2ND STREET
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON JEANETTE CASHNER

RELATIONSHIP OFFICE MANAGER IDENTIFICATION _____

DATE 1-20-10 TIME 1500 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

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

DEPUTY

J. L. [Signature]

DATE 1-20-10

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 11/19/2009

SERVICE# 11 - OF - 19 SERVICES
DOCKET # 203ED2009

PLAINTIFF CITIMORTGAGE, INC.

DEFENDANT JASON WELLIVER
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
MARY WARD-TAX COLLECTOR
2ND STREET
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Dropped in mail slot

RELATIONSHIP _____ IDENTIFICATION _____

DATE 1-20-10 TIME 1455 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

Gluten

DATE 1-20-10

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

CITIMORTGAGE INC.

VS.

JASON WELLIVER

WRIT OF EXECUTION #203 OF 2009 ED

POSTING OF PROPERTY

JANUARY 19, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF JASON WELLIVER AT 354 E 7TH STREET BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
CHIEF DEPUTY SHERIFF JAMES ARTER.

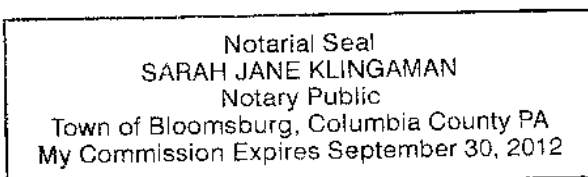
SO ANSWERS:

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19TH DAY OF JANUARY 2010



COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 11/19/2009

SERVICE# 13 - OF - 19 SERVICES
DOCKET # 203ED2009

PLAINTIFF CITIMORTGAGE, INC.

DEFENDANT JASON WELLIVER
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON MAUREEN Cole

RELATIONSHIP CUSTOMER SERVICE IDENTIFICATION _____

DATE 1-15-10 TIME 0900 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

J. G. [Signature]

DATE 1-15-10

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 11/19/2009

SERVICE# 16 - OF - 19 SERVICES ✓
DOCKET # 203ED2009

PLAINTIFF CITIMORTGAGE, INC.

DEFENDANT JASON WELLIVER
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 clerk IDENTIFICATION _____

DATE 1-15 TIME 0910 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY TC DATE _____

AFFIDAVIT OF SERVICE

Plaintiff: CITIMORTGAGE, INC.

COLUMBIA County
No 2009-CV-1600

Defendant(s): JASON WELLIVER

Our File#216139

Serve: JASON WELLIVER

Type of Action

Address: 354 EAST 7TH STREET

- Notice of Sheriff's Sale

BLOOMSBURG, PA 17815-2802

Sale Date: 2/24/10

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

SERVED

Served and made known to JASON WELLIVER, Defendant, on the 2ND day of JANUARY, 2010, at 8:55 o'clock A.m., at 354 E. 7th St, BLOOMSBURG, Commonwealth of PENNSYLVANIA in the manner described below:

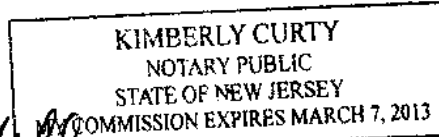
☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s). Relationship is _____
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s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

Description: Age 20⁵ Height 5'6" Weight 160 Race W Sex M Other _____

I, RONALD MOU, 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 2 day
of Jan, 2010
Notary: [Signature]

By: Ronald Mou



NOT SERVED

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

____ Moved ____ Unknown ____ No Answer ____ Vacant

Other: 1ST ATTEMPT 2ND ATTEMPT 3RD ATTEMPT

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

By: _____

Attorneys for Plaintiff

Phelan Hallinan & Schmieg LLP
One Penn Center at Suburban Station-Suite 1400
Philadelphia, PA 19103
(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) 784-6300

CITIMORTGAGE, INC.

Docket # 203ED2009

VS

MORTGAGE FORECLOSURE

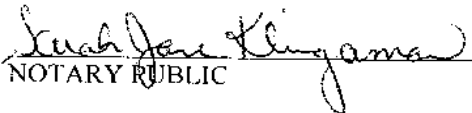
JASON WELLIVER

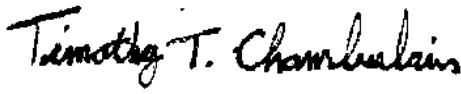
AFFIDAVIT OF SERVICE

NOW, THIS MONDAY, NOVEMBER 23, 2009, AT 4:05 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JASON WELLIVER AT 354 EAST 7TH STREET, BLOOMSBURG BY HANDING TO CHRISTINE WELLIVER, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS TUESDAY, NOVEMBER 24, 2009


NOTARY PUBLIC


X
TIMOTHY T. CHAMBERLAIN
SHERIFF

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

X 
C. CARROLL
DEPUTY SHERIFF

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

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 11/19/2009

SERVICE# 1 - OF - 19 SERVICES
DOCKET # 203ED2009

PLAINTIFF CITIMORTGAGE, INC.

DEFENDANT JASON WELLIVER
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
JASON WELLIVER
354 EAST 7TH STREET
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON CHRISTINE WELLIVER

RELATIONSHIP WIFE IDENTIFICATION _____

DATE 11/23/09 TIME 1605 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) SERVED WIFE @ ABOVE
LOCATION

ATTEMPTS	DATE	TIME	OFFICER	REMARKS
	<u>11/23/09</u>	<u>1600</u>	<u>59</u>	<u>NA - LC</u>
	_____	_____	_____	_____

DEPUTY R. A. Carroll DATE 11/23/09

REAL ESTATE OUTLINE

ED # 203, 09

DATE RECEIVED 11-19-09

DOCKET AND INDEX 11-19-09

CHECK FOR PROPER INFO.

WRIT OF EXECUTION

COPY OF DESCRIPTION

WHEREABOUTS OF LKA

NON-MILITARY AFFIDAVIT

NOTICES OF SHERIFF SALE

WAIVER OF WATCHMAN

AFFIDAVIT OF LIENS LIST

CHECK FOR \$1,350.00 OR _____

✓
✓
✓
✓
✓
✓
✓
✓

CK# 871929

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

SALE DATE

Feb, 24, 10 TIME 3:00

POSTING DATE

Jan 19, 10

ADV. DATES FOR NEWSPAPER

1ST WEEK Feb 3

2ND WEEK 10

3RD WEEK 17, 09

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

Thursday, November 19, 2009

**HABITAT FOR HUMANITY
PO BOX 273
BLOOMSBURG, PA 17815-**

**CITIMORTGAGE, INC.
VS
JASON WELLIVER**

DOCKET # 203ED2009

JD # 1600JD2009

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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

CITIMORTGAGE, INC.

Plaintiff,

v.

JASON WELLIVER

Defendant(s).

: **COURT OF COMMON PLEAS**

:

: **CIVIL DIVISION**

:

: **NO. 2009-CV-1600**

:

: **COLUMBIA COUNTY**

:

2009-ED-203

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: JASON WELLIVER
354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802

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

Your house (real estate) at **354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802** is scheduled to be sold at Sheriff's Sale on February 24, 2010, at 9:00 a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$104,847.08** obtained by CITIMORTGAGE, 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 cancelled if you pay to the Mortgagee, CITIMORTGAGE, INC., 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 ex-1230.
2. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

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

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

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

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

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

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage and tenement and lot or piece of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a drill hole set in the concrete walk, said point being the Northwest corner of the herein described lot; THENCE along the Southerly right-of-way line of Seventh Street, State Route 1004, N. 70 degrees 11 minutes 15 seconds E. 47.97 feet to a set drill hole; THENCE along Lot of Carl J. III and Beverly A. Huhn and Loydie G. Horne and a portion of Lot of William G. and Glenda J. Lenhart, S. 26 degrees 57 minutes 23 seconds E, 92.16 feet to an iron pin found and S. 26 degrees 53 minutes 03 seconds E, 15.24 feet to a set rebar; THENCE along Parcel #2, S. 69 degrees 40 minutes 00 second W, 49.03 feet to a rebar set; THENCE along Lot of D. Randolph & Tami L. Howat, N. 26 degrees 21 minutes 34 seconds W. 107.72 feet to the point of beginning, containing 5,183.00 square feet in all.

Said Parcel being designated as Parcel #1 from a survey draft of Thomas A. Bafile, P.E., Bafile, James and Associates, dated March 24, 1995, and recorded in Map Book 7, Page 768 on June 5, 1995.

TOGETHER, with a utility easement 10 feet in width as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, over and in the lands designated as Parcel #2 on said survey draft for the sole and exclusive purposes of providing and maintaining sewer/water service from Peach Avenue to that land herein devised and designated as Parcel #1 on said survey, with liberty from time to time, with workmen, to enter upon the easement for the purposes of inspection, repair and maintenance of the pipes and making full compensation for all damages done to the surface of said lands subject to the easement.

UNDER AND SUBJECT TO THAT utility easement 10 feet in width, as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, extending from State Route 1004 (Seventh Street)

in Bloomsburg over and through the lands herein conveyed and designated as Parcel #1 for the sole and exclusive purposes of providing and maintaining sewer/water service to Parcel #2 as shown on said survey draft, with liberty subject to the right of the owner of Parcel #2, their heirs, successors and assigns, from time to time, with workman, to enter upon the easement for the purpose of inspection, repair and maintenance of the pipes and making to the Grantors, their heirs, successors and assigns, full compensation for all damages done to the surface of said lands subject to the easement.

TITLE TO SAID PREMISES IS VESTED IN Jason Welliver, by Deed from Walter Miller, by his attorney-in-fact, Linda Miller and Linda Miller, h/w, dated 10/07/2005, recorded 10/11/2005 in Instrument Number 200510972.

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel No. 05E-02-22000

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel #05E-02-22000

SHORT DESCRIPTION

By virtue of a Writ of Execution No. 2009-CV-1600

CITIMORTGAGE, INC.

vs.

JASON WELLIVER and

**owner of property situate in the BLOOMSBURG TOWNSHIP, Columbia County, Pennsylvania,
being (Municipality)**

354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Parcel No. 05E-02-22000

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

JUDGEMENT \$:104,847.08

Attorneys for Plaintiff

Phelan, Hallinan & Schmieg, LLP

SHERIFF'S SALE

WEDNESDAY FEBRUARY 24, 2010 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 203 OF 2009 ED AND CIVIL WRIT NO. 1600 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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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
Jaime McGuinness
1617 JFK Blvd
Philadelphia, PA 19106

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

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Tax Parcel No. 05E-02-22000

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

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Plaintiff's Attorney
Jaime McGuinness
1617 JFK Blvd
Philadelphia, PA 19106

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Philadelphia, PA 19106

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

Joseph Taylor
Writ Department
1617 J.F.K. Boulevard
Suite 1400
Philadelphia, PA 19103
(215) 563-7000, Ext. 1278
(215) 563-3352

**Phelan Hallinan &
Schmieg, LLP**

Fax

To: Columbia Sheriff

From: Joe Taylor

Fax: 570-389-5625

Pages:

Phone:

Date: November 19, 2009

Re: Non-Military Aff

CC:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

Phelan Hallinan & Schmieg, LLP

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

Attorney for Plaintiff

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

CITIMORTGAGE, INC.**vs.****JASON WELLIVER**

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2009-CV-1600
:

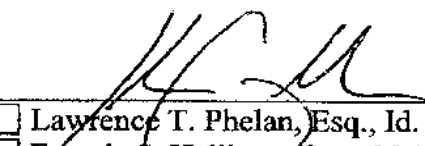
VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant JASON WELLIVER is over 18 years of age and resides at 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802.

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

- 
- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
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 - ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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 - ☐ Jay B. Jones, Esq., Id. No. 86657
 - ☐ Peter J. Mulcahy, Esq., Id. No. 61791
 - ☐ Andrew L. Spivack, Esq., Id. No. 84439
 - ☐ Jaime McGuinness, Esq., Id. No. 90134
 - ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
 - ☒ Joshua I. Goldman, Esq., Id. No. 205047
 - ☐ Courtenay R. Dunn, Esq., Id. No. 206779
 - ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- Attorney for Plaintiff

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

CITIMORTGAGE, INC.

vs.

JASON WELLIVER

: COURT OF COMMON PLEAS

:

: CIVIL DIVISION

:

: No. 2009-CV-1600

:

: COLUMBIA COUNTY

Commonwealth of Pennsylvania:

County of Columbia

2009-ED-203

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: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802
(See Legal Description attached)

Amount Due

\$104,847.08

Additional Fees and Costs

\$1,221.00

Interest from 10/29/2009 to Date of Sale
at \$17.24per diem

\$.....and costs.

Dated Nov. 19, 2009
(SEAL)

Jami B. Kline

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

Proth & Clerk of Sen. Courts

My Com. Exp. 1st Monday in 2012

PHS#216139

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

CITIMORTGAGE, INC.

vs.

JASON WELLIVER

: COURT OF COMMON PLEAS

:

: CIVIL DIVISION

:

: No. 2009-CV-1600

:

: COLUMBIA COUNTY

2009-ED-203

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due

\$104,847.08

Additional Fees and Costs

\$1,221.00

Interest from 10/29/2009 to Date of Sale

\$.....and costs.

@ \$17.24 per diem

By:

Jane McGuinness

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

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Chrisovalante P. Fliakos, Esq., Id. No. 94620

Joshua I. Goldman, Esq., Id. No. 205047

Courtenay R. Dunn, Esq., Id. No. 206779

Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

Note: Please attach description of Property.
PHS#216139

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage and tenement and lot or piece of ground situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a drill hole set in the concrete walk, said point being the Northwest corner of the herein described lot; THENCE along the Southerly right-of-way line of Seventh Street, State Route 1004, N. 70 degrees 11 minutes 15 seconds E. 47.97 feet to a set drill hole; THENCE along Lot of Carl J. III and Beverly A. Huhn and Loydie G. Horne and a portion of Lot of William G. and Glenda J. Lenhart, S. 26 degrees 57 minutes 23 seconds E, 92.16 feet to an iron pin found and S. 26 degrees 53 minutes 03 seconds E, 15.24 feet to a set rebar; THENCE along Parcel #2, S. 69 degrees 40 minutes 00 second W, 49.03 feet to a rebar set; THENCE along Lot of D. Randolph & Tami L. Howat, N. 26 degrees 21 minutes 34 seconds W. 107.72 feet to the point of beginning, containing 5,183.00 square feet in all.

Said Parcel being designated as Parcel #1 from a survey draft of Thomas A. Bafile, P.E., Bafile, James and Associates, dated March 24, 1995, and recorded in Map Book 7, Page 768 on June 5, 1995.

TOGETHER, with a utility easement 10 feet in width as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, over and in the lands designated as Parcel #2 on said survey draft for the sole and exclusive purposes of providing and maintaining sewer/water service from Peach Avenue to that land herein devised and designated as Parcel #1 on said survey, with liberty from time to time, with workmen, to enter upon the easement for the purposes of inspection, repair and maintenance of the pipes and making full compensation for all damages done to the surface of said lands subject to the easement.

UNDER AND SUBJECT TO THAT utility easement 10 feet in width, as shown on the survey draft of Thomas A. Bafile, Bafile, James & Associates, dated March 24, 1995, extending from State Route 1004 (Seventh Street)

in Bloomsburg over and through the lands herein conveyed and designated as Parcel #1 for the sole and exclusive purposes of providing and maintaining sewer/water service to Parcel #2 as shown on said survey draft, with liberty subject to the right of the owner of Parcel #2, their heirs, successors and assigns, from time to time, with workman, to enter upon the easement for the purpose of inspection, repair and maintenance of the pipes and making to the Grantors, their heirs, successors and assigns, full compensation for all damages done to the surface of said lands subject to the easement.

TITLE TO SAID PREMISES IS VESTED IN Jason Welliver, by Deed from Walter Miller, by his attorney-in-fact, Linda Miller and Linda Miller, h/w, dated 10/07/2005, recorded 10/11/2005 in Instrument Number 200510972.

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel No. 05E-02-22000

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel #05E-02-22000

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

CITIMORTGAGE, INC.
Plaintiff,

v.

JASON WELLIVER
Defendant(s).

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2009-CV-1600**
:
: **COLUMBIA COUNTY**
:

2009-ED-203

AFFIDAVIT PURSUANT TO RULE 3129

CITIMORTGAGE, 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 **354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802**.

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

NAME

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

JASON WELLIVER

**354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802**

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

NAME

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

Same as Above

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

NAME

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

CHASE BANK USA, NA

**3700 WISEMAN BOULEVARD
SAN ANTONIO, TX 78251**

DISCOVER BANK

**6500 NEW ALBANY ROAD
NEW ALBANY, OH 43054**

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

NAME

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

**HABITAT FOR HUMANITY IN COLUMBIA
AND MONTGOMERY COUNTIES, INC**

**P.O. BOX 273
BLOOMSBURG, PA 17815**

MERS

**3300 SW 34TH STREET, SUITE 101
OCALA, FL 34474**

**MERS AS A NOMINEE FOR
QUICKEN LOANS, INC**

**P.O. BOX 2026
FLINT, MI 48501**

QUICKEN LOANS, INC

**20555 VICTOR PARKWAY
LIVONIA, MI 48152**

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

NAME

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

None

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

NAME

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

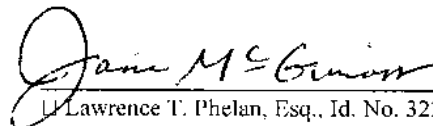
None

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

NAME	ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	354 EAST 7TH STREET BLOOMSBURG, PA 17815-2802
DOMESTIC RELATIONS COLUMBIA COUNTY	COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815
COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
MERS AS A NOMINEE FOR CITIMORTGAGE INC	P.O. BOX 2026 FLINT, MI 48501
CITIMORTGAGE INC	1000 TECHNOLOGY DRIVE MS321 O'FALLON, MO 63368-2240
CHASE BANK USA, NA c/o WELTMAN, WEINBERG & REIS CO., L.P.A	2718 KOPPERS BUILDING 436 SEVENTH AVENUE, SUITE 1400 PITTSBURGH, PA 15219
DISCOVER BANK c/o WELTMAN, WEINBERG & REIS Co., L.P.A	1400 KOPPERS BLDG. 436 SEVENTH AVENUE, SUITE 1400 PITTSBURGH, PA 15219

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

NOVEMBER 10, 2009
Date



☐ 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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☐ Joshua I. Goldman, Esq., Id. No. 205047
☐ Courtenay R. Dunn, Esq., Id. No. 206779
☐ Andrew C. Bramblett, Esq., Id. No. 208375
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

CITIMORTGAGE, INC.
Plaintiff,

v.

JASON WELLIVER
Defendant(s).

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2009-CV-1600
:
: COLUMBIA COUNTY
: 2009-ED-203

AFFIDAVIT PURSUANT TO RULE 3129

CITIMORTGAGE, 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 **354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802**.

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ADDRESS (If address cannot be reasonably
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JASON WELLIVER

**354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802**

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NAME

ADDRESS (If address cannot be reasonably
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Same as Above

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AND MONTGOMERY COUNTIES, INC**

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

None

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

NAME

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

None

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

NAME

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

TENANT/OCCUPANT

354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802

DOMESTIC RELATIONS
COLUMBIA COUNTY

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

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

MERS AS A NOMINEE FOR
CITIMORTGAGE INC

P.O. BOX 2026
FLINT, MI 48501

CITIMORTGAGE INC

1000 TECHNOLOGY DRIVE MS321
O'FALLON, MO 63368-2240

CHASE BANK USA, NA c/o
WELTMAN, WEINBERG & REIS CO., L.P.A

2718 KOPPERS BUILDING
436 SEVENTH AVENUE, SUITE 1400
PITTSBURGH, PA 15219

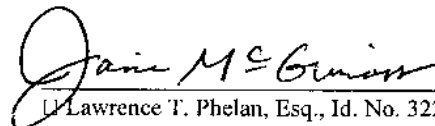
DISCOVER BANK c/o
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1400 KOPPERS BLDG.
436 SEVENTH AVENUE, SUITE 1400
PITTSBURGH, PA 15219

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

NOVEMBER 10, 2009

Date



- ☐ 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
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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

Attorney for Plaintiff

SHERIFF'S RETURN

CITIMORTGAGE, INC.

Plaintiff

vs.

JASON WELLIVER

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 2009-CV-1600 CD

WRIT

ISSUED

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

Defendants alleged address is _____

Sheriff, Columbia County, Pennsylvania

By _____
Deputy Sheriff

AFFIDAVIT OF SERVICE

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

_____ upon _____

_____ at _____

_____ by handing to _____

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

the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 20__

Notary Public

BY: _____

Sheriff

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

return

So Answers,

Sheriff

Deputy Sheriff

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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


Expiration date

Plaintiff
CITIMORTGAGE, INC.

Court Number
2009-CV-1600

Defendant
JASON WELLIVER &

Type or Writ of Complaint
EXECUTION/NOTICE OF SALE

SERVE  NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.
AT JASON WELLIVER
ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

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

SERVE DEFENDANT WITH THE NOTICE OF SALE.

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

Sheriff of COLUMBIA County, Penna.

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

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff
James M. Brennan — Defendant
ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

Telephone Number
(215)563-7000

Date
11/12/2009

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

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day
of _____ 20____

SO ANSWERS
Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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


Expiration date

Plaintiff
CITIMORTGAGE, INC.

Court Number
2009-CV-1600

Defendant
JASON WELLIVER &

Type or Writ of Complaint
EXECUTION/NOTICE OF SALE

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

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

SERVE DEFENDANT WITH THE NOTICE OF SALE.

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

Sheriff of COLUMBIA County, Penna.

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

Signature of Attorney or other Originator requesting service on behalf of XX Plaintiff
James Mc Gowan
ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

Telephone Number
(215)563-7000

Date
11/12/2007

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

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day
of _____ 20

SO ANSWERS
Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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

Expiration date _____

Plaintiff
CITIMORTGAGE, INC.

Court Number
2009-CV-1600

Defendant
JASON WELLIVER &

Type or Writ of Complaint
EXECUTION/NOTICE OF SALE

SERVE

AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

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

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

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

Sheriff of COLUMBIA County, Penna.

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

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

— Defendant

Telephone Number

Date

ADDRESS: *John M. Gurnee*
One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814

(215)563-7000

11/12/2007

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

PLAINTIFF

Court Number

RETURNED:

AFFIRMED and subscribed to before me this _____ day

of _____ 20

SO ANSWERS

Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

CITIMORTGAGE, INC.
Plaintiff,

v.

JASON WELLIVER
Defendant(s).

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2009-CV-1600
:
: COLUMBIA COUNTY

: 2009-ED-203

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: **JASON WELLIVER**
354 EAST 7TH STREET
BLOOMSBURG, PA 17815-2802

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

Your house (real estate) at **354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802** is scheduled to be sold at Sheriff's Sale on _____, at _____ a.m., in the Office of the Sheriff at the Columbia County Courthouse, Bloomsburg, PA 17815, to enforce the Court Judgment of **\$104,847.08** obtained by CITIMORTGAGE, 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 cancelled if you pay to the Mortgagee, CITIMORTGAGE, INC., 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 ex-1230.
2. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

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

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

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

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

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

LEGAL DESCRIPTION

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Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel No. 05E-02-22000

Premises being: 354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Tax Parcel #05E-02-22000

SHORT DESCRIPTION

By virtue of a Writ of Execution No. 2009-CV-1600

CITIMORTGAGE, INC.

vs.

JASON WELLIVER and

**owner of property situate in the BLOOMSBURG TOWNSHIP, Columbia County, Pennsylvania,
being (Municipality)**

354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Parcel No. 05E-02-22000

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

JUDGEMENT \$:104,847.08

Attorneys for Plaintiff

Phelan, Hallinan & Schmieg, LLP

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SHORT DESCRIPTION

By virtue of a Writ of Execution No. 2009-CV-1600

CITIMORTGAGE, INC.

vs.

JASON WELLIVER and

**owner of property situate in the BLOOMSBURG TOWNSHIP, Columbia County, Pennsylvania,
being (Municipality)**

354 EAST 7TH STREET, BLOOMSBURG, PA 17815-2802

Parcel No. 05E-02-22000

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

JUDGEMENT \$:104,847.08

Attorneys for Plaintiff

Phelan, Hallinan & Schmieg, LLP

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Phelan, Hallinan & Schmieg, LLP

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

CITIMORTGAGE, INC.
Plaintiff,

v.

JASON WELLIVER
Defendant(s).

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2009-CV-1600
:
: COLUMBIA COUNTY
: 2009-ED-203

CERTIFICATION

The undersigned attorney hereby verifies that they are the attorney for the Plaintiff in the above-captioned matter and that the premises is 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.
- ☒ 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.

PHILAN HALLINAN & SCHMIEG, LLP

By: 

Attorney for Plaintiff

- ☐ 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
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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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff
One Penn Center at Suburban Station
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Attorney for Plaintiff
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CITIMORTGAGE, INC.
Plaintiff,

v.

JASON WELLIVER
Defendant(s).

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2009-CV-1600**
:
: **COLUMBIA COUNTY**
: **2009-ED-203**

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Attorney for Plaintiff

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

TD BANK, N.A.
PHILADELPHIA, PA 19148

3-180/360

CHECK NO
874929

Pay ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

Void after 180 days

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

Thomas S. Hallinan

⑈874929⑈ ⑆036001808⑆36 150866 6⑈