

SHERIFF'S SALE COST SHEET

Wells Fargo Bank vs. David Brown
 NO. 43-09 ED NO. 2137-08 JD DATE/TIME OF SALE Apr 29 1000

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>150.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>30.00</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>10.50</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>5.00</u>
NOTARY	\$ <u>10.00</u>
TOTAL ***** \$ <u>377.50</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1039.86</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1264.86</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u>41.50</u>
TOTAL ***** \$ <u>51.50</u>	

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20		\$ <u>352.09</u>
SCHOOL DIST. 20		\$
DELINQUENT 20		\$ <u>3.00</u>
TOTAL ***** \$ <u>355.09</u>		

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

SURCHARGE FEE (DSTE)		\$ <u>110.00</u>
MISC. <u>Chester Co.</u>	\$ <u>73.00</u>	
TOTAL ***** \$ <u>73.00</u>		

TOTAL COSTS (OPENING BID) \$ 2231.95

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

Wells Fargo Bank vs David Braun

NO. 43-09 ED NO. 2137-08 JD

DATE/TIME OF SALE: Apr 29 1000

BID PRICE (INCLUDES COST) \$ 22,495

POUNDAGE - 2% OF BID \$ 446.40

TRANSFER TAX - 2% OF FAIR MKT \$ _____

MISC. COSTS \$ _____

TOTAL AMOUNT NEEDED TO PURCHASE \$ 22,941.59

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

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

TOTAL DUE: \$ 22,941.59

LESS DEPOSIT: \$ 13,000.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 9,941.59



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

Instrument Number - 200706384
Recorded On 6/22/2007 At 12:50:26 PM
* Instrument Type - MORTGAGE
Invoice Number - 110350
* Mortgagor - BROWN, DAVID
* Mortgagee - WELLS FARGO BANK
User - TSA

* Total Pages - 18

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$39.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$93.50

This is a certification page

DO NOT DETACH

**This page is now part
of this legal document.**

**RETURN DOCUMENT TO:
MAIL TERRANA LAW P C**

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 BANK, N.A.

111 CONTINENTAL DR, SUITE 114,
NEWARK, DE 197130000

Return To:
WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD
EAGAN, MN 55121

Parcel Number:

Premises:
1171 MILLVILLE ROAD
BLOOMSBURG

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 15, 2007 together with all Riders to this document.

(B) "Borrower" is DAVID BROWN, A MARRIED PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

0077209161

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
NMFL #3039 (PACM) Rev 12/19/2005

VMP-6(PA) 1/05/08

Form 10118

11/15/07

Wells Fargo Mortgage Solutions, Inc. 000000117001



Form 3039 1/01

Lender is a **NATIONAL ASSOCIATION**
organized and existing under the laws of **THE UNITED STATES**
Lender's address is **P.O. BOX 11701, NEWARK, NJ 071014701**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **JUNE 15, 2007**

The Note states that Borrower owes Lender **ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 00/100** Dollars

(U.S. \$*******130,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 01, 2037**

(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"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Others(s) [specify]

(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) "Escrow Items" means those items that are described in Section 3.

(L) "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 5) 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.

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

DJB

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(P) "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.

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 [Type of Recording Jurisdiction] of COLUMBIA [Name of Recording Jurisdiction].

SEE LEGAL DESCRIPTION

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which currently has the address of 1171 MILLVILLE ROAD

1171 MILLVILLE ROAD

BLOOMSBURG

[City], Pennsylvania 17815

[Street]

[Zip Code]

("Property Address");

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

ALL that certain lot or piece of ground situate in **Mount Pleasant Township, County of Columbia,** Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

(1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;

(2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

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. Borrower shall also pay funds for Escrow Items pursuant to Section 3. 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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. 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 late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

DB

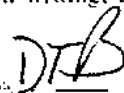
paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest


D. L. B.

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. 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. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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 4.

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.

5. 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.

DTB

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
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)

FEDERAL HOME LOAN MORTGAGE CORPORATION

Street Address

P.O. Box 380, 35 W. Main St.

Street Address

5000 Plano Parkway

City

Bloomsburg

State

PA

Zip Code

17815

City

Carrollton

State

TX

Zip Code

75010

C PROPERTY LOCATION

Street Address

1171 Millville Road, Bloomsburg, PA 17815

City, Township, Borough

Mt. Pleasant Township

County

COLUMBIA

School District

Mt. Pleasant Township

Tax Parcel Number

26-05-012-01

D VALUATION DATA

1. Actual Cash Consideration

\$2,331.95

2. Other Consideration

+ -0-

3. Total Consideration

= \$2,331.95

4. County Assessed Value

\$40,510.00

5. Common Level Ratio Factor

x 3.76

6. Fair Market Value

= \$152,317.60

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 FEDERAL HOME LONA MORTGAGE CORPORATION "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:

5/11/2009

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

192249

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

Wells Fargo Bank vs David Braun
NO. 43-09 ED NO. 2137-08 JD

DATE/TIME OF SALE: Apr 29 1000

BID PRICE (INCLUDES COST) \$ 223,195

POUNDAGE - 2% OF BID \$ 44,64

TRANSFER TAX - 2% OF FAIR MKT \$ _____

MISC. COSTS \$ _____

TOTAL AMOUNT NEEDED TO PURCHASE \$ 2276.59

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

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

TOTAL DUE: \$ 2276.59

LESS DEPOSIT: \$ 1350.-

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 926.59

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

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

TD BANK, N.A.
PHILADELPHIA, PA 19148

3-180360

CHECK NO
802446

EXB 05/02/08

DATE	AMOUNT
05/05/2009	*****926.59

Pay NINE HUNDRED TWENTY SIX AND 59/100 DOLLARS

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

Void after 180 days

Travis S. Hallinan

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE WILL APPEAR WITH HEAT.

⑈802446⑈ ⑆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 April 8, 15, 22, 2009 as printed and published; that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Paula J. Barry

Sworn and subscribed to before me this 22nd day of April, 2009.

Dennis L. Ashenfelder

(Notary Public)
COMMONWEALTH OF PENNSYLVANIA
My commission expires July 3, 2011
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
Philadelphia, PA 19103-1814
Automated Attendant # 215-320-0007 ext 1365
Operated Assisted # 215-563-7000 ext 1365
Fax # 215-563-7009
Nicole.Kramer@fedphe.com

March 26, 2009

Office of the Sheriff
COLUMBIA County Courthouse

RE: WELLS FARGO BANK, N.A.
V. DAVID BROWN
COLUMBIA COUNTY, NO. 2008-CV-2137

RE: AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

Dear Sir or Madam:

Enclosed please find the following:

XX Affidavit of service pursuant to rule 3129 with attachments.

Please find attached a copy of the original Affidavit of service pursuant to rule 3129, which has been sent for filing with the COLUMBIA County Prothonotary's Office as of the date of this letter.

*******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.*******

Yours truly,



Nicole Kramer
For PHELAN HALLINAN & SCHMIEG, LLP

*****PROPERTY IS LISTED FOR THE 04/29/2009 SHERIFF'S SALE.*****

WELLS FARGO BANK, N.A.

vs.

DAVID BROWN

: COLUMBIA COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
:
: NO. 2008-CV-2137

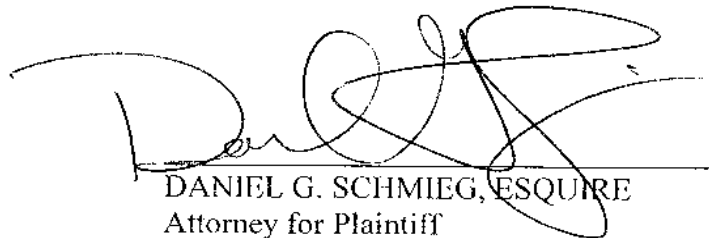
AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA)

SS:

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **WELLS FARGO BANK, N.A.**
hereby verify that true and correct copies of the Notice of Sheriff's sale were served by
certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A"
attached hereto.

DATE: March 26, 2009



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Name and Address of Sender

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

SUPPORT TEAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	TENANT/OCCUPANT 1171 MILLVILLE ROAD BLOOMSBURG, PA 17815-7101		
2	****	DOMESTIC RELATIONS OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		RE:DAVID BROWN PHS #192249 TEAM 3/JVS		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	



JIMOTHY 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.

WELLS FARGO BANK NA

VS.

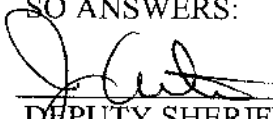
DAVID BROWN

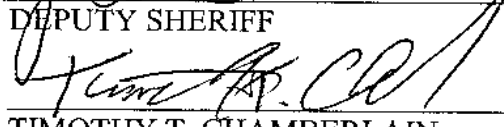
WRIT OF EXECUTION #43 OF 2009 ED

POSTING OF PROPERTY

MARCH 24, 2009 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF DAVID BROWN AT 1171 MILLVILLE ROAD BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY
COLUMBIA COUNTY CHIEF DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:

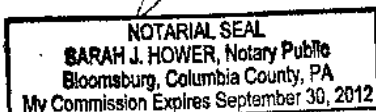

DEPUTY SHERIFF


TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 24TH DAY OF MARCH 2009





TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

CLERK OF COURT
SHERIFF'S OFFICE
CHESTER COUNTY, PA.
2009 MAR -5 PM 2:43
24 HOUR PHONE
(570) 784-6300

REAL ESTATE

2009-90001-SOC

WELLS FARGO BANK, N.A.

43ED2009

1BK - 1 set (L+W)

VS

MORTGAGE FORECLOSURE

DAVID BROWN

NOW, FRIDAY, FEBRUARY 27, 2009, I, HON. TIMOTHY T. CHAMBERLAIN, HIGH SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA, DO HEREBY DEPUTIZE THE SHERIFF OF CHESTER COUNTY PENNSYLVANIA, TO EXECUTE THIS WRIT DEPUTATION BEING MADE AT THE REQUEST AND RISK OF THE PLAINTIFF, PERSON TO SERVE, DAVID BROWN, AT HORSESHOE PIKE #10, HONEY BROOK, PA

Timothy T. Chamberlain

TIMOTHY T. CHAMBERLAIN
SHERIFF
COLUMBIA COUNTY, PENNSYLVANIA

SHERIFF'S COSTS

Date 3-9-09
\$ 150.00 Paid
Receipt No. 376229
Expiration date: 3-30-09

3/10

(1 Copy)

Served or made known to. Jamie (pic) on...

3/13/09 @ 11:55am. @ 4790 Horseshoe Pike

Apt # 10 Honeybrook, Pa. 19344

G. J. Brown (4)

1st. 3/10/09 12:40 pm N/A. D.T.

CHESTER COUNTY SHERIFF

201 W MARKET STREET STE 1201
WEST CHESTER, PA 19380-0989

FIRST NATIONAL BANK
OF CHESTER COUNTY
60-439-319

200833

Case Number: 2009-90001-SOC

Date

03/16/2009

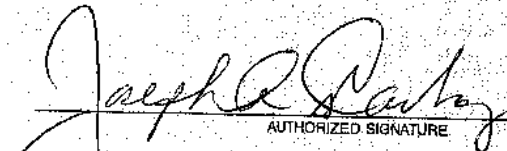
Pay ***** SEVENTY-SEVEN AND XX / 100 *****

Check Amount

\$ 77.00

To the
Order

of: COLUMBIA COUNTY SHERIFF OFFICE
P.O. BOX 380
BLOOMSBURG PA 17815


AUTHORIZED SIGNATURE

⑈ 200833⑈ ⑆031904395⑆ 185⑈632⑈7⑈

FILED
MAR 19 2009
CLERK

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

WELLS FARGO BANK, N.A.	:	Court of Common Pleas
Plaintiff	:	
	:	
vs.	:	Civil Division
	:	
DAVID BROWN	:	COLUMBIA County
	:	
	:	No. 2008-CV-2137
Defendant	:	

ORDER

AND NOW, this 19 day of March, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$129,626.56
Interest Through April 29, 2009	\$10,525.88
Per Diem \$24.85	
Late Charges	\$303.87
Legal fees	\$1,325.00
Cost of Suit and Title	\$1,062.50
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$780.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium/	\$293.64
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$3,746.48
TOTAL	\$147,663.93

Plus interest from April 29, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

Is Thomas A. Jones Jr.

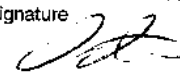
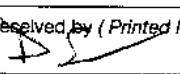
SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
- B. Received by (Printed Name) 
- C. Date of Delivery **MAR 03 2004**
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number
(Transfer from service label)

7007 3020 0001 4837 7214

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

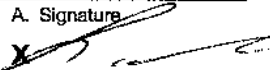
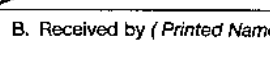
SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

Commonwealth of PA
PO Box 2675
Harrisburg, PA 17105

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
- B. Received by (Printed Name) 
- C. Date of Delivery **MAR 03 2004**
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7007 3020 0001 4837 7191

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15


SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
- B. Received by (Printed Name) **DAVID RIBERON**
- C. Date of Delivery **MAR 03 2004**
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7007 3020 0001 4837 7238

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

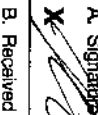

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
- B. Received by (Printed Name) 
- C. Date of Delivery **MAR 4 2004**
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
- B. Received by (Printed Name) 
- C. Date of Delivery **MAR 03 2004**
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Post it

~~the left a message but no #~~
- not the tree between I-80+ bridge

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 2/26/2009

SERVICE# 2 - OF - 11 SERVICES
DOCKET # 43ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT DAVID BROWN
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
TENANT(S)
1171 MILLVILLE ROAD
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON POSTED

RELATIONSHIP _____ IDENTIFICATION _____

DATE 3-5-9 TIME 1525 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

3-4-09 1212 4 L.C

3-4-09 1410 4 -house empty - winter

DEPUTY

Allison

DATE 3-5-9

- winter signs

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 2/26/2009

SERVICE# 4 - OF - 11 SERVICES
DOCKET # 43ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT DAVID BROWN
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
MARJORIE CRAWFORD-TAX COLLECTOR
276 MELICK HOLLOW ROAD
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON MARJORIE

RELATIONSHIP Tax Collector IDENTIFICATION _____

DATE 2-27-9 TIME 1400 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

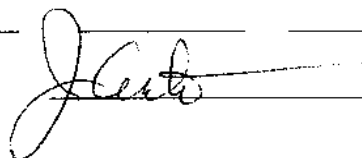
ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 2-27-9

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 2/26/2009

SERVICE# 5 - OF - 11 SERVICES
DOCKET # 43ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT DAVID BROWN
ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

SERVED UPON MAUREZNI Cbk

RELATIONSHIP CUSTOMER SERVICE IDENTIFICATION _____

DATE 2-27-9 TIME 1425 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. Hunter

DATE 2-27-9

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 2/26/2009

SERVICE# 8 - OF - 11 SERVICES
DOCKET # 43ED2009

PLAINTIFF WELLS FARGO BANK, N.A.

DEFENDANT DAVID BROWN
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 Miller

RELATIONSHIP Client IDENTIFICATION _____

DATE 2-27-9 TIME 1300 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. Kuba

DATE 2-27-9

REAL ESTATE TAX CERTIFICATION

Cert. NO: 5824

District: MT PLEASANT TWP
Deed: 20070 -6383
Location: 1171 MILLVILLE RD
Parcel Id:26 -05 -012-01,000

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

By: Timothy T. Chamberlain Per: dm
Sheriff

REAL ESTATE OUTLINE

ED # 43-09

DATE RECEIVED 2-26-09
DOCKET AND INDEX 2-27-09

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# 780473
****IF ANY OF ABOVE IS MISSING DO NOT PROCEED****

SALE DATE Apr 29, 09 TIME 1000
POSTING DATE Mar 24, 09
ADV. DATES FOR NEWSPAPER
1ST WEEK Apr 6
2ND WEEK 15
3RD WEEK 22, 09

SHERIFF'S SALE

WEDNESDAY APRIL 29, 2009 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 43 OF 2009 ED AND CIVIL WRIT NO. 2137 OF 2008 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6; THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway; THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101

Tax Parcel #26-05-012-01

TERMS OF SALE

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

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

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

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

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

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

SHERIFF'S SALE

WEDNESDAY APRIL 29, 2009 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 43 OF 2009 ED AND CIVIL WRIT NO. 2137 OF 2008 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6; THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway; THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101

Tax Parcel #26-05-012-01

TERMS OF SALE

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

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

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

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

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

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

SHERIFF'S SALE

WEDNESDAY APRIL 29, 2009 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 43 OF 2009 ED AND CIVIL WRIT NO. 2137 OF 2008 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6; THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway; THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shuldc, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101

Tax Parcel #26-05-012-01

TERMS OF SALE

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

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

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

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

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

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

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

WELLS FARGO BANK, N.A.

vs.

DAVID BROWN

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 2008-CV-2137 Term 2008 _____

2009-ED-43

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
(See Legal Description attached)

Amount Due
Additional Fees and Costs
Interest from 2/19/09 to Sale
at \$23.73per diem

\$144,381.45

\$1,662.50

\$_____ and costs.

Tamara B. Kline,
Barbara N. Schutte

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

Dated 2/26/2009
(SEAL)

PHS#192249

No. _____ Term 20 _____ E.D.
No. 2008-CV-2137 Term 2005 A.D.
No. _____ Term 20 _____ J.D.

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MIL, SC 29715

Plaintiff,

v.

DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

Defendant(s).

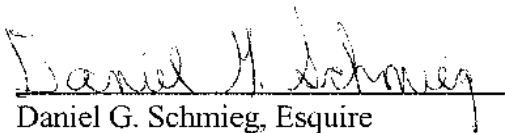
: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-CV-2137**
: *2009-ED-43*
:
:
:
:
:

CERTIFICATION

Daniel G. Schmieg, Esquire hereby verifies that he is the attorney for the Plaintiff in the above-captioned matter and that the premises is not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☒ vacant
- ☐ Act 91 procedures have been fulfilled

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


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MIL, SC 29715

Plaintiff,

v.

DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

Defendant(s).

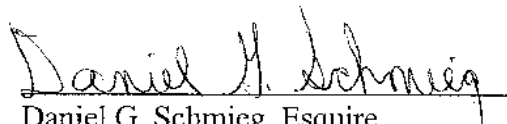
: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-CV-2137**
: *2009-ED-43*
:
:
:
:

CERTIFICATION

Daniel G. Schmieg, Esquire hereby verifies that he is the attorney for the Plaintiff in the above-captioned matter and that the premises is not subject to the provisions of Act 91 because it is:

- () an FHA Mortgage
- () non-owner occupied
- (X) vacant
- () Act 91 proccdures have been fulfilled

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


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

WELLS FARGO BANK, N.A.

vs.

DAVID BROWN

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-CV-2137
:
: 2009-ED-43

VERIFICATION OF NON-MILITARY SERVICE

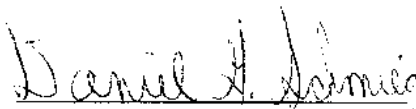
Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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 DAVID BROWN is over 18 years of age and resides at **4790 HORSESHOE PIKE #10, HONEY BROOK, PA 19344.**

(c) that defendant is over 18 years of age, and resides at , .

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


Daniel G. Schmieg, Esquire

WELLS FARGO BANK, N.A.

vs.

DAVID BROWN

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-CV-2137
: 2009-ED-43
:

VERIFICATION OF NON-MILITARY SERVICE

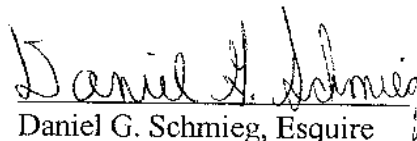
Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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 DAVID BROWN is over 18 years of age and resides at **4790 HORSESHOE PIKE #10, HONEY BROOK, PA 19344.**

(c) that defendant is over 18 years of age, and resides at , .

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


Daniel G. Schmieg, Esquire

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MIL, SC 29715

Plaintiff,

v.

DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

Defendant(s).

: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-CV-2137**
: **2009-ED-43**
:
:
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)

WELLS FARGO BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praccipe for the Writ of Execution was filed, the following information concerning the real property located at **1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101**.

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

NAME

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

DAVID BROWN

4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

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

NAME

LAST KNOWN 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

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

NONE

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

NAME

LAST KNOWN ADDRESS (If address cannot be

reasonably ascertained, please so cate.)

NONE

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

NAME

LAST KNOWN 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

LAST KNOWN 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

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

TENANT/OCCUPANT

**1171 MILLVILLE ROAD
BLOOMSBURG, PA 17815-7101**

**DOMESTIC RELATIONS OF
COLUMBIA COUNTY**

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

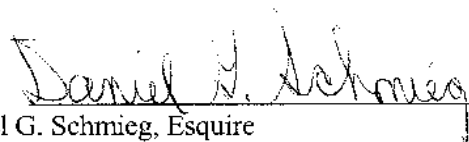
**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE**

**P.O. BOX 2675
HARRISBURG, PA 17105**

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

February 25, 2009

Date



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Pholan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

**WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MIL, SC 29715**

Plaintiff,

v.

**DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344**

Defendant(s).

: **COLUMBIA COUNTY**
:
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-CV-2137**
:
: *2009-ED 43*
:
:
:
:
:

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)**

WELLS FARGO BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101**.

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

NAME

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

DAVID BROWN

**4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344**

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

NAME

LAST KNOWN 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

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

NONE

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

NAME

LAST KNOWN ADDRESS (If address cannot be

reasonably ascertained, please so indicate.)

NONE

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

NAME

LAST KNOWN 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

LAST KNOWN 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

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

TENANT/OCCUPANT

1171 MILLVILLE ROAD
BLOOMSBURG, PA 17815-7101

DOMESTIC RELATIONS OF
COLUMBIA COUNTY

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

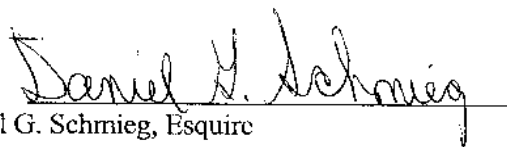
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105

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

February 25, 2009

Date



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Attorney for Plaintiff
(215)563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MIL, SC 29715

Plaintiff,

v.
DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

Defendant(s).

: **COLUMBIA COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-CV-2137**
:
: *2009-ED-43*
:
:

NOTICE OF SHERIFF’S SALE OF REAL PROPERTY

TO: DAVID BROWN
4790 HORSESHOE PIKE #10
HONEY BROOK, PA 19344

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 collect a debt, but only enforcement of a lien against property..

Your house (real estate) at **1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101** 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 **\$144,381.45** obtained by **WELLS FARGO BANK, N.A.**, (the Mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P., Rule 3129.3.

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

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

1. The Sale will be cancelled if you pay to the Mortgagee, **WELLS FARGO BANK, N.A.** , the back payments, late charges, costs and reasonable attorney’s fees due. To find out how much you must pay, you may call (215) 563-7000.
2. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

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

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 563-7000.
2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the value of your property.
3. The Sale will go through only if the buyer pays the Sheriff the full amount due in the Sale. To find out if this has happened, you may call (215) 563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A Schedule of Distribution of the money bid for real estate will be filed by the Sheriff on_____. 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**

DESCRIPTION

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
Tax Parcel #26-05-012-01

DESCRIPTION

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
Tax Parcel #26-05-012-01

DESCRIPTION

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shucy dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
Tax Parcel #26-05-012-01

DESCRIPTION

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shuldc, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
Tax Parcel #26-05-012-01

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Daniel H. Schmitz (SEAL)
(Attorney for Plaintiff(s))

WAIVER OF INSURANCE - Now, _____, 20____, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived

Daniel H. Schmitz (SEAL)
(Attorney for Plaintiff(s))

_____, 20 ____

HARRY A. ROADARMEL
Columbia County, Pa.

Sheriff

Sir: — There will be placed in your hands
for service a Writ of EXECUTION (REAL ESTATE), styled as
follows: WELLS FARGO BANK, N.A. vs DAVID BROWN and

The defendant(s) will be found at 4790 HORSESHOE PIKE #10, HONEY BROOK, PA 19344

Daniel H. Schmitz Attorney for Plaintiff

If Writ of Execution, state below where defendants will be found, what foods and chattels shall be seized and be levied upon. If real estate, attach five double spaced typed written copies of description as it shall appear on the new deed together with Street and Number of the premises. Please do not furnish us with the old deed or mortgage.

See attached legal description _____

SHERIFF'S RETURN

WELLS FARGO BANK, N.A.

Plaintiff

vs.

DAVID BROWN

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 2008-CV-2137 CD Term, 200__

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 WELLS FARGO BANK, N.A.	Court Number 2008-CV-2137
Defendant DAVID BROWN &	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. DAVID BROWN
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 <u>XX</u> Plaintiff _____ Defendant ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814	Telephone Number (215)563-7000	Date
---	--	------

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

PLAINTIFF	Court Number
-----------	--------------

RETURNED: AFFIRMED and subscribed to before me this _____ day of _____ 20____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 5px;"> SO ANSWERS Signature of Dep. Sheriff </td> <td style="width: 20%; padding: 5px;"> Date </td> </tr> <tr> <td style="padding: 5px;"> Signature of Sheriff </td> <td style="padding: 5px;"> Date </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Sheriff of </td> </tr> </table>	SO ANSWERS Signature of Dep. Sheriff	Date	Signature of Sheriff	Date	Sheriff of	
SO ANSWERS Signature of Dep. Sheriff	Date						
Signature of Sheriff	Date						
Sheriff of							

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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


Expiration date _____

Plaintiff
WELLS FARGO BANK, N.A.

Court Number
2008-CV-2137

Defendant
DAVID BROWN &

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)
1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101

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

Telephone Number
(215)563-7000

Date _____

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

PLAINTIFF

Court Number

RETURNED:

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

SO ANSWERS
Signature of Dep. Sheriff

Date

Signature of Sheriff

Date

Sheriff of _____

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

WELLS FARGO BANK, N.A.

vs.

DAVID BROWN

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 2008-CV-2137 Term 2008

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	<u>\$144,381.45</u>
Additional Fees and Costs	<u>\$1,662.50</u>
Interest from 2/19/09 to Sale	\$ <u> </u> and costs.
At \$23.73 per diem	

Daniel H. Schmieg
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

PHS#192249

DESCRIPTION

ALL that certain lot or piece of ground situate in Mount Pleasant Township, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Pennsylvania State Highway Route No. 42 leading from Bloomsburg to Millville at the northwest corner of Lot No. 6;

THENCE along the dividing line between Lots No. 6 and 7, South fifty-one (51) degrees West, a distance of One hundred thirty-seven and nine-tenths (137.9) feet to a point in line of land now or late of Earl Albertson;

THENCE along line of land now or late of Earl Albertson, North thirty-five (35) degrees thirty (30) minutes West, a distance of One hundred eighty (180) feet to land now or late of Clair C. Hock;

THENCE along line of land now or late of Clair C. Hock, North fifty-one (51) degrees East, a distance of One hundred thirty eight (138) feet, more or less, to the south side of the aforementioned State Highway;

THENCE along the said State Highway, South thirty-four degrees twenty-five (25) minutes East, a distance of thirty (30) feet to an iron pin corner;

THENCE continuing along said highway, the following courses and distances:

- (1) South thirty-five (35) degrees thirty (30) minutes East, a distance of fifty (50) feet;
- (2) South thirty-six (36) degrees zero (00) minutes East, a distance of fifty (50) feet, to the place of beginning.

BEING Lots No. 7, 8 and 9 and the southerly 30 feet of Lot No. 10. This description is in accordance with a survey prepared by H. G. Shulde, R.E.

The Grantors do further grant, bargain and sell to the Grantees, their heirs, executors and assigns, all right, title and interest that the Grantors may have by a certain Deed of Easement to use of a well granted by Earl Thomas Albertson to David E. and Pamela A. Shuey dated August 17, 1983 and recorded in Record Book 322, page 123.

BEING the same premises conveyed by Jeffrey L. Cook and Cynthia L. Cook, his wife, unto Salim Reza, by Deed dated September 6, 2006 and recorded in Columbia County Deed Book 200609830.

TITLE TO SAID PREMISES IS VESTED IN David Brown, by Deed from Salim Reza, dated 06/15/2007, recorded 06/22/2007 in Instrument Number 200706383.

Premises being: 1171 MILLVILLE ROAD, BLOOMSBURG, PA 17815-7101
Tax Parcel #26-05-012-01

CHECK NO.
780473 .

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

Francis S. Hall

1178047311036001808136150855611