

# SHERIFF'S SALE COST SHEET

Citrus Metal Svc. VS. Finke & Rudy Fry  
 NO. 110-10 ED NO. 1050 10 JD DATE/TIME OF SALE Feb 9, 11 10:30

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>15.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>15.00</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>15.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>8.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>520.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>85.00</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>210.00</u>	

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

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20		\$
SCHOOL DIST.	20	\$
DELINQUENT	20	\$ <u>15.00</u>
TOTAL ***** \$ <u>15.00</u>		

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

SURCHARGE FEE (DSTE)	\$ <u>110.00</u>
MISC.	\$
	\$
TOTAL ***** \$ <u>-0-</u>	

TOTAL COSTS (OPENING BID) \$ 295.00

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

Citibank Financial Sec VS James & Paula Fry

NO. 170-10 ED NO. 1650-10 JD

DATE/TIME OF SALE: Feb. 7, 1000

BID PRICE (INCLUDES COST) \$ 2645.40

POUNDAGE - 2% OF BID \$ 53.91

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 2749.31

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

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

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

PURCHASER(S) SIGNATURE(S): Agent for Phelan Hallinan + Schwing  
Gregory J. Mull

TOTAL DUE: \$ 2749.31

LESS DEPOSIT: \$ 1350-

DOWN PAYMENT: \$ -

TOTAL DUE IN 8 DAYS \$ 1399.31

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

## ORDER'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 Telephone Number:

**PHELAN HALLINAN & SCHMIEG, LLP**

Area Code ( 215 ) 563-7000

Street Address

**One Penn Center at Suburban Station  
1617 JFK Blvd. Suite 1400**

City

**Philadelphia**

State

**PA**

Zip Code

**19103**

### B TRANSFER DATA

Grantor(s)/Lessor(s)

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

### C. Date of Acceptance of Document March 24, 2011

Grantee(s)/Lessee(s)

**CITIFINANCIAL, INC.**

Street Address

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

Street Address

**6400 LAS COLINAS BLVD**

City

**Bloomsburg**

State

**PA**

Zip Code

**17815**

City

**IRVING**

State

**TX**

Zip Code

**75039**

### D. REAL ESTATE LOCATION

Street Address

**7 EVERS GROVE ROAD, MILLVILLE, PA 17846**

City, Township, Borough

**GREENWOOD TOWNSHIP**

County

**COLUMBIA**

School District

**GREENWOOD TOWNSHIP**

Tax Parcel Number

**17-04A-006-00,000**

### E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration

**\$2,695.40**

2. Other Consideration

**+ -0-**

3. Total Consideration

**= \$2,695.40**

4. County Assessed Value

**\$17,386.00**

5. Common Level Ratio Factor

**x 3.69**

6. Fair Market Value

**= \$ 64,154.34**

### F. EXEMPTION DATA

Transfer Taxes: \$1283.09

1a. Amount of Exemption Claimed

**0%**

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 Decedent)

(Estate File Number)

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

☐ Transfer from trust. Date of transfer into the trust

If trust was amended attach a copy of original and amended trust.

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

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

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

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

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

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

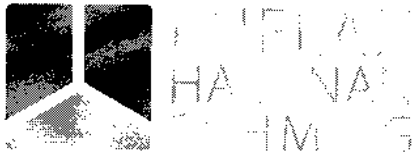
Under Penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date:

**March 24, 2011**

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



Representing Lenders in  
Pennsylvania and New Jersey

Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103-1814  
Front Desk (215) 563-7000  
Direct Phone: (215) 320-0007 ext. 1125  
Fax: 215-567-0072  
Patricia.singiser@fedphe.com

Patricia Singiser, ext. 1125  
Legal assistant

March 24, 2011

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

Re: JAMES L. & PAULA L. FRY  
7 EVERSGROVE ROAD  
MILLVILLE, PA 17846  
No. 1650 CV 2010

Dear Sheriff Chamberlain:

With reference to the above captioned property, which was knocked-down to the law firm of Phelan Hallinan & Schmieg, LLP as "attorney-on-the-writ," please prepare the Sheriff's Deed to CITIFINANCIAL, INC., 6400 LAS COLINAS BLVD, IRVING, TX, 75039.

Please, find enclosed a check for payment of outstanding Sheriff's Costs in the amount of \$1,399.31. Additionally enclosed, are two (2) Realty Statements of Value, two checks for Realty Transfer Taxes made payable to the Recorder's Office, and a stamped self-addressed envelope for your convenience.

Thank you in advance for your cooperation in this matter.

Very truly yours,

Patricia Singiser  
On behalf of Phelan Hallinan & Schmieg, LLP

cc: CITIMORTGAGE, INC      PHS File No. 247204



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Representing Lenders in  
Pennsylvania and New Jersey

Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103-1814  
215-563-7000 Ext 1246  
Fax: 215-567-0072  
[erin.dormer@fedphe.com](mailto:erin.dormer@fedphe.com)

February 23, 2011

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

Re: JAMES L. & PAULA L. FRY  
7 EVERS GROVE ROAD  
MILLVILLE, PA 17846  
No. 1650 CV 2010

Dear Sir or Madam:

With reference to the above captioned property, which was knocked-down to the law firm of Phelan Hallinan & Schmieg, LLP as "attorney-on-the-writ," please prepare the Sheriff's Deed to CITIFINANCIAL, INC., 6400 LAS COLINAS BLVD, IRVING, TX, 75039.

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

Thank you in advance for your cooperation in this matter.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be "Erin Dormer", written over the typed name.

Erin Dormer  
On behalf of Phelan Hallinan & Schmieg, LLP

cc: CITIMORTGAGE, INC Account No. 247204

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

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

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

### B TRANSFER DATA

Grantor(s)/Lessor(s): **Timothy T. Chamberlain - Sheriff** C. Date of Acceptance of Document: **February 23, 2011**  
**Columbia County Courthouse** Grantee(s)/Lessee(s): **CITIFINANCIAL, INC.**

Street Address: **P.O. Box 380, 35 W. Main St.** Street Address: **6400 LAS COLINAS BLVD**  
City: **Bloomsburg** State: **PA** Zip Code: **17815** City: **IRVING** State: **TX** Zip Code: **75039**

### D. REAL ESTATE LOCATION

Street Address: **7 EVERS GROVE ROAD, MILLVILLE, PA 17846** City, Township, Borough: **GREENWOOD TOWNSHIP**  
County: **COLUMBIA** School District: **GREENWOOD TOWNSHIP** Tax Parcel Number: **17-04A-006-00,000**

### E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☒ Y ☐ N

1. Actual Cash Consideration <b>\$2,695.40</b>	2. Other Consideration <b>+ -0-</b>	3. Total Consideration <b>= \$2,695.40</b>
4. County Assessed Value <b>\$17,386.00</b>	5. Common Level Ratio Factor <b>x 3.69</b>	6. Fair Market Value <b>= \$ 64,154.34</b>

### F. EXEMPTION DATA

**Transfer Taxes: \$1283.09**

1a. Amount of Exemption Claimed <b>0%</b>	1b. Percentage of Interest Conveyed <b>100%</b>	1c. Percentage of Grantor's Interest Conveyed <b>100 %</b>
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### 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedant) (Estate File Number)
- ☐ Transfer to trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from trust. Date of transfer into the trust  
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- ☐ Other (Please explain exemption claimed, if other than listed above.)

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

Signature of Correspondent or Responsible Party

Date:

**February 23, 2011**

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

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

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**Columbia County Courthouse**

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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

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**February 23, 2011**

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

Instrument Number - 200802481  
Recorded On 3/20/2008 At 10:50:32 AM  
\* Instrument Type - MORTGAGE  
Invoice Number - 118975  
\* Mortgagor - FRY, JAMES L  
\* Mortgagee - CITIFINANCIAL SERVICES INC  
User - BSL

\* Total Pages - 8

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$19.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$53.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
MAIL CITIFINANCIAL

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



*Beverly J. Michael*

Beverly J. Michael  
Recorder of Deeds

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



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Prepared by:  
CITIFINANCIAL SERVICES,  
INC.  
990 SCOTT TOWN CENTER  
BLOOMSBURG PA 17815  
(570) 387-8480

Return to:  
CITIFINANCIAL SERVICES,  
INC.  
990 SCOTT TOWN CENTER  
BLOOMSBURG PA 17815  
(570) 387-8480

Parcel Number: \_\_\_\_\_

## MORTGAGE

THIS MORTGAGE is made this 17th day of March, 2008, between the Mortgagor,  
JAMES L FRY PAULA L FRY

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL SERVICES, INC.,  
a corporation organized and existing under the laws of Pennsylvania  
whose address is 990 SCOTT TOWN CENTER BLOOMSBURG PA 17815  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 76,875.36, which  
indebtedness is evidenced by Borrower's note dated 03/17/2008 and extensions and renewals thereof (herein  
"Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not  
sooner paid, due and payable on 03/21/2028 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the  
payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of  
this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower  
does hereby mortgage, grant and convey to Lender the following described property located in the County of  
COLUMBIA, State of Pennsylvania:

ALL THAT CERTAIN PARCEL OF LAND IN TWP OF GREENWOOD, COLUMBIA CNTY,  
COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN BK 593, PG 0037,  
ID#17-04A-006, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY  
SURVEY BY CONSTRUCTION ENGINEERING, INC, ON NOV 16, 1975.  
BEING THE SAME PER SIMPLE PROPERTY CONVEYED BY DEED FROM CHARLES T  
BROWN ADN FRANCES R BROWN HUSBAND AND WIFE AND PAUL G ERLSTON AND  
ANNABEL L ERLSTON HUSBAND AND WIFE TO JAMES L FRY AND PAULA L FRY  
HUSBAND AND WIFE, DATED 3/29/1995 RECORDED ON 3/30/1995 IN BK 593  
PG 0037 IN COLUMBIA CNTY RECORDS, COMMONWEALTH OF PA.

BEING premises which are more fully described in a deed dated the 30th day of MARCH, 1995,  
and recorded in the Office of the Recorder of Deeds of COLUMBIA  
County, Pennsylvania, in Record Book 593, Volume, Page 0037.  
PA 0042-10 7/2006 Original (Recorded) Copy (Branch) Copy (Customer) Page 1 of 7

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JAMES L FRY  
PAULA L FRY

03/17/2008

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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JAMES L FRY  
PAULA L FRY

03/17/2008

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

27

JAMES L FRY  
PAULA L FRY

03/17/2008

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

28

JAMES L FRY  
PAULA L FRY

03/17/2008

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

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

**17. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

29

JAMES L FRY  
PAULA L FRY

03/17/2008

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**22. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

(Intentionally left blank)

30

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

S. J. Tery  
S. J. Tery

James L. Fry  
JAMES L. FRY — Borrower  
Paula L. Fry  
PAULA L. FRY — Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:  
990 SCOTT TOWN CENTER, BLOOMSBURG, PA 17815

On behalf of the Lender. By: J. F. SARGENT Title BM

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

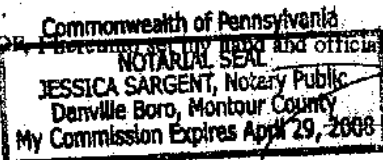
On this, the 17th day of MARCH, 2008, before me,  
JESSICA SARGENT

the undersigned officer, personally appeared

JAMES L. AND PAULA L. FRY

known to me (or satisfactorily proven) to be the person whose name ABOVE subscribed to the within instrument and THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



Jessica Sargent  
Title of Officer

PA 0042-10 7/2006

(Space Below This Line Reserved For Lender and Recorder)

Page 7 of 7

Commonwealth of Pennsylvania

ss.

County of

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the Office for  
Recording Deeds of said County, in Mortgage Book No. \_\_\_\_\_, Page \_\_\_\_\_.

RECORDER

PO Box 380  
Bloomsburg, PA 17815

Phone 570-389-5622  
Fax 570-389-5625

**COLUMBIA COUNTY  
SHERIFF'S OFFICE  
TIMOHTY T. CHAMBERLAIN, SHERIFF**

# Fax

**To:** Patti Singiser

**From:** Sheriff Timothy T. Chamberlain

**Fax:**

**Pages:** 10

**Phone:**

**Date:** 2/24/11

**Re:** Costs

**CC:**

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

• **Comments:**

Watts was stayed on 7/30/10

Silvetti was stayed on 11/10/10

Stiver & Pannu were stayed on 12/1/10

McGady was stayed on 2/7/11

Force was stayed on 2/8/11



CHECK DATE CHECK NO.  
07/21/2011 1072392

Settlement  
of Sheriff's Costs  
No. 1650-10JD

1,399.31

3-180/360

CHECK NO  
1072392

DATE	AMOUNT
03/21/2011	*****1,399.31

Void after 180 days

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

Francis S. Hellman

11 107239211 1:0360018081:36 150866 611

**SHERIFF'S SALE**

**WEDNESDAY, FEBRUARY 9, 2011 AT 10:00AM**

BY VIRTUE OF A WRIT OF EXECUTION NO. 170 OF 2010 ED AND CIVIL WRIT NO. 1650 OF 2010 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., 17816, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Eversgrove, Township of Greenwood, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin, at the western corner of the intersection of Center Street and Greenwood Street, and running thence along Greenwood Street, south 16 degrees 52 minutes west, 136 feet to an iron pin at the northern corner of the intersection of Greenwood Street and Mill Alley; thence along Mill Alley, north 73 degrees 8 minutes west, 68 feet to an iron pin; thence north 16 degrees 52 minutes east, 136 feet to an iron pin on Center Street; thence along Center Street, south 73 degrees 8 minutes east, 68 feet to an iron pin, the place of beginning. Erected upon this lot is a two story frame house and a garage. Said description is taken from a survey by Construction Engineering, Inc., on November 16, 1975.

TITLE TO SAID PREMISES IS VESTED IN James L. Fry and Paula L. Fry, h/w, by Deed from Charles T. Brown, joined by his spouse Frances R. Brown and, also, joined by Paul G. Erston and Annabel L. Erston, h/w, dated 03/29/1995, recorded 03/30/1995 in Book 593, Page 37.

Premises being: 7 EYERSGROVE ROAD, MILLVILLE, PA 17846-8834

Tax Parcel # 17-04A-006-00,000

**TERMS OF SALE**

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

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

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

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

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

Plaintiff's Attorney  
Courtney Dunn  
1617 JFK Blvd.  
Philadelphia, PA 19103

Sheriff of Columbia County  
Timothy T. Chamberlain

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

} SS

according to law deposes and says that Press Enterprise is with its principal office and place of business at 3185

County of Columbia and State of Pennsylvania, and was , 1902, and has been published daily, continuously in said day and on the attached notice January 19, 26 and February 2, at the affiant is one of the officers or publisher or designated said newspaper in which legal advertisement was published; terprise is interested in the subject matter of said notice and egations in the foregoing statement as to time, place, and

e me this 3<sup>rd</sup> day of February 2011

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Dennis L. Ashenfelter, Notary Public

Scott Twp., Columbia County

My Commission Expires July 3, 2011

Member, Pennsylvania Association of Notaries

....., 20....., I hereby certify that the advertising and \$.....for publishing the foregoing notice, and the d in full.

County 024

PARCEL ID:

TAX YEAR: 2011

ALTERNATE ID:

EFFECTIVE DATE:

Year Authority Fund

Delq Year	Bill Roll	Tax	Interest	Penalty	Other	Pending	Total Amount
2010	PRIM	745.67	6.14	73.27	15.00		840.08
<b>Total:</b>		745.67	6.14	73.27	15.00		840.08

Interest. for March  
R+C Notice  
Tax cert.

\$881.22  
March  
amount

## CRITERIA

Field	Beginning Value	Ending Value	And/Or
Doc Ref #	170ED2010*	To	
		To	
		To	
		To	

## RESULTS

Trans #	Ship To ID	ConsName	Shipper	Doc Ref #	Ship Date	Carrier	Tracking No	Planned	Group ID	PackageID	AccountID
42424	42424	ASSOCIATES CONSUMER	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006176	1			
42425	42425	COMMONWEALTH OF PA	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006183	1			
42426	42426	INTERNAL REVENUE SERVICE ADVISORY	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006190	1			
42427	42427	US DEPT OF JUSTICE	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006206	1			
42428	42428	COMMONWEALTH OF PA	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006213	1			
42429	42429	DEPT OF PUBLIC WELFARE	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006220	1			
42431	COP	COMMONWEALTH OF PENNSYLVANIA	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006237	1			
42432	FAIR	OFFICE OF F.A.I.R.	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006244	1			
42434	SBA	U.S. Small Business Administration	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006251	1			
42435	IRS	INTERNAL REVENUE SERVICE	Sheriff	170ED2010	11/18/2010	POST	9171924291001000006268	1			

ENTITY VENDOR  
FAP Sheriff of Columbia Cou , [SCOLU]

CHECK DATE CHECK NO.  
11/21/2011 1072392

DOC NO	APPLY TO	DATE	VENDOR CREDIT NO	VENDOR INVOICE NO	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
1072392	090285034	03/21/2011		247204	1,399.31	0.00	1,399.31
FAP 12472041 20-0251-0263065 FRY, JAMES							
<i>Settlement of Sheriff's Costs No. 1650-10JD</i>							
							1,399.31



Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6176. Our records indicate that this item was delivered on 11/22/2010 at 12:39 p.m. in WILLIAMSPORT, PA, 17701. The scanned image of the recipient information is provided below.

Signature of Recipient:

ature	<i>Teresa Garmon</i>
ted	<i>Teresa Garmon</i>

Address of Recipient:

ery	1723 E 3 St 17701
ess	

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010

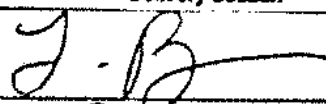


Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6190. Our records indicate that this item was delivered on 11/22/2010 at 12:41 p.m. in PITTSBURGH, PA, 15222. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section	
Signature	
Name	J. Payne

Address of Recipient:

Address	1000 Lib #112
---------	---------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010



Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6206. Our records indicate that this item was delivered on 11/22/2010 at 08:25 a.m. in HARRISBURG, PA, 17108. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in cursive script, appearing to read "Susan Melendez".

Address of Recipient:

A handwritten address in cursive script, appearing to read "PO Box 11754".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010



Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6213. Our records indicate that this item was delivered on 11/22/2010 at 07:28 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in black ink, appearing to read "C. J. [unclear]".

Address of Recipient:

A handwritten address in black ink, appearing to read "P.O. [unclear]".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010





Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6220. Our records indicate that this item was delivered on 11/22/2010 at 07:28 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in dark ink, appearing to read "C. J. [unclear]".

Address of Recipient:

A handwritten address in dark ink, appearing to read "P.O. [unclear]".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010



Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6244. Our records indicate that this item was delivered on 11/22/2010 at 09:28 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

*[Handwritten signature]*  
D. S. R. / H. A. R.

Address of Recipient:

*[Handwritten address]*  
Po Box 8016

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010



Date Produced: 12/13/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6251. Our records indicate that this item was delivered on 11/22/2010 at 11:53 a.m. in KING OF PRUSSIA, PA, 19406. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section  
X *[Signature]*  
11/22/2010  
11:53 AM

Address of Recipient:

515A  
1150 1st Ave #104

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010

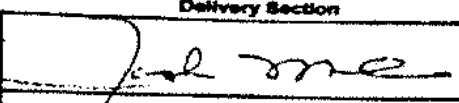


Date Produced: 11/29/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 6275. Our records indicate that this item was delivered on 11/22/2010 at 09:57 a.m. in HARRISBURG, PA, 17106. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section

Joseph Mann 11-22-10

Address of Recipient:


--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 170ED2010

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

SUE FRUIT  
Legal Assistant, 1276

Representing Lenders in  
Pennsylvania and New Jersey

\_\_\_\_\_  
Prothonotary  
County Courthouse  
1000  
Harrisburg, PA 17815

No.: 1650 CV 2010  
No. 2010-ED-170

RE: CITIFINANCIAL SERVICES, INC. VS. JAMES L. FRY, and PAULA L. FRY  
1650 CV 2010; 1010-ED-170

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1**

Madam:

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

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

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

**\* Property is listed for the 02/09/2011 Sheriff Sale.\*\***

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

Very truly yours,

Phelan Hallinan & Schmieg, LLP

By:  
SUE FRUIT, Legal Assistant

cc: Sheriff of COLUMBIA County

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

FINANCIAL SERVICES, INC.

COLUMBIA COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

JAMES L. FRY

JAMES L. FRY

No.: 1650 CV 2010; 2010-ED-170

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
PHILADELPHIA COUNTY )

SS:

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

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

Attorney for Plaintiff

Date: 4/11/11

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

Name and  
Address  
Of Sender

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

JOT/PAS - 2/09/2011 SALE

Name of Addressee, Street, and Post Office Address

Line Article Number

\*\*\*\*

1000 LIBERTY AVENUE ROOM 704  
PITTSBURGH, PA 15222

1000 LIBERTY AVENUE ROOM 704  
PITTSBURGH, PA 15222

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 \*\*\*\*\*  
Internal Revenue Service Advisory  
1000 Liberty Avenue Room 704  
Pittsburgh, PA 15222

5 \*\*\*\*\*  
U.S. Department of Justice  
U.S. Attorney for the Middle District of PA  
Federal Building, P.O. Box 11754  
228 Walnut Street  
Harrisburg, PA 17108

6 \*\*\*\*\*  
Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division  
6th Floor, Strawberry Sq.  
Dept 280601, Harrisburg, PA 17128

7 \*\*\*\*\*  
Department of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program  
P.O. Box 8486  
Willow Oak Building  
Harrisburg, PA 17105

8 \*\*\*\*\*  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
1723 EAST THIRD STREET, WILLIAMSPORT, PA 17701-3847

9 \*\*\*\*\*  
CITIFINANCIAL, INC.  
1115 OLD BERWICK ROAD, BLOOMSBURG, PA 17815

10 \*\*\*\*\*  
CITIFINANCIAL, INC. P.O. BOX 17170, BALTIMORE, MD 21203

11 \*\*\*\*\*  
RE: JAMES E. FRY (COLUMBIA) TEAM 3 PHS# 247204 pg 1 of 1

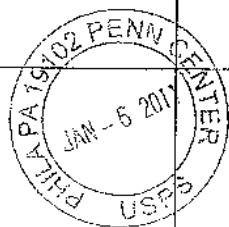
Total Number of  
Pieces Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of  
Receiving Employee)

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

UNITED STATES POSTAGE  
\$ 04.20  
0004277256 JAN 06 2011  
MAILED FROM ZIP CODE 19103



TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

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

CITIFINANCIAL SERVICES, INC.

VS.

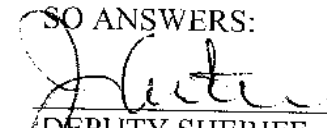
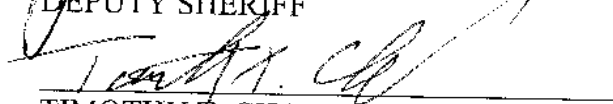
JAMES & PAULA FRY

WRIT OF EXECUTION #170 2010 ED

POSTING OF PROPERTY

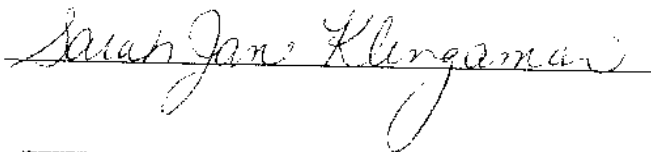
January 5, 2011 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF JAMES & PAULA FRY AT 7 EYERSGROVE ROAD MILLVILLE  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY  
COLUMBIA COUNTY DEPUTY SHERIFF JAMES ARTER.

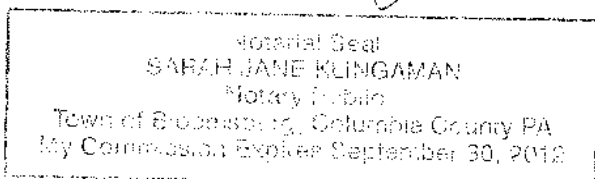
SO ANSWERS:

  
DEPUTY SHERIFF  
  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5<sup>TH</sup> DAY OF JANUARY 2011







TIMOTHY T. CHAMBERLAIN



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

CITIFINANCIAL SERVICES, INC.

Docket # 170ED2010

VS

MORTGAGE FORECLOSURE

JAMES L. FRY  
PAULA L. FRY

AFFIDAVIT OF SERVICE

NOW, THIS TUESDAY, NOVEMBER 30, 2010, AT 9:05 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JAMES FRY AT 116 STARVIEW DRIVE, BERWICK BY HANDING TO PAULA FRY, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS WEDNESDAY, DECEMBER 01, 2010

*Sarah Jane Klingaman*  
NOTARY PUBLIC

*Timothy T. Chamberlain*

X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

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

X *P. D'Angelo*  
P. D'ANGELO  
DEPUTY SHERIFF

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

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 386  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

CITIFINANCIAL SERVICES, INC.

Docket # 170ED2010

VS

MORTGAGE FORECLOSURE

JAMES L. FRY  
PAULA L. FRY

AFFIDAVIT OF SERVICE

NOW, THIS TUESDAY, NOVEMBER 30, 2010, AT 9:05 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON PAULA FRY AT 116 STARVIEW DRIVE, BERWICK BY HANDING TO PAULA FRY, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS WEDNESDAY, DECEMBER 01, 2010

  
NOTARY PUBLIC



X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

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

X   
P. D'ANGELO  
DEPUTY SHERIFF

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

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: P. D'ANGELO  
DATE RECEIVED 11/18/2010

SERVICE# 2 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

<b>PERSON/CORP TO SERVED</b>	<b>PAPERS TO SERVED</b>
PAULA FRY	MORTGAGE FORECLOSURE
116 STARVIEW DRIVE	
BERWICK	

SERVED UPON PAULA FRY

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

DATE 11-20-10 TIME 0905 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 11-20-10

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: P. D'ANGELO  
DATE RECEIVED 11/18/2010

SERVICE# 1 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
JAMES FRY	MORTGAGE FORECLOSURE
116 STARVIEW DRIVE	
BERWICK	

SERVED UPON PAULA FRY

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

DATE 11.30.10 TIME 0905 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 11.30.10

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: J. ARTER  
DATE RECEIVED 11/18/2010

SERVICE# 10 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED	PAPERS TO SERVED
DENNETTE FARR-TAX COLLECTOR	MORTGAGE FORECLOSURE
858 CHESTNUT ROAD	
MILLVILLE	

SERVED UPON DENNETTE FARR

RELATIONSHIP Tax Collector IDENTIFICATION \_\_\_\_\_

DATE 11-22-10 TIME 1140 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA X 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. Arter

DATE 11-22-10

MILLVILLE SCHOOL DISTRICT		2010 SCHOOL REAL ESTATE DATE 07/01/2010 BILL# 000301 TAXCOLLECTOR COPY					
GREENWOOD TWP		DESCRIPTION	ASSESSMENT	RATE	2% DISC	FACE AMOUNT	10% PENALTY
TAKE CHECKS PAYABLE TO:		REAL ESTATE	17336	44.900	577.57	589.36	648.30
DENNETTE FARR							
858 CHESTNUT ROAD							
MILLVILLE, PA 17846							
INSTALLMENT PLAN		ASSESSED VALUE	17386	780.63	577.57	589.36	648.30
First Installment	196.45	HOMESTEAD REDUCTION	-4260	-191.27	IF PAID ON OR BEFORE	IF PAID ON OR BEFORE	IF PAID AFTER
Second Installment	196.45				AUG 31	OCT 31	OCT 31
Third Installment	196.46	TAXABLE ASSESSMENT	13126	589.36			

School Penalty @ 10%

M  
A FRY JAMES L & PAULA L  
I 7 EYERSGROVE ROAD  
L MILLVILLE PA 17846

PROPERTY DESCRIPTION		ACCT.	18931
PARCEL 17 04A00600000			
7 EYERSGROVE RD	1989.00	This tax turned over to collection January 1, 2011	
0593-0037	15397.00		
0.21 ACRES			

THIS BILL RETURNED TO COURT HOUSE 1/1/11

ax Notice 2010 County & Municipality  
GREENWOOD TWP  
TAKE CHECKS PAYABLE TO:  
DENNETTE FARR  
858 CHESTNUT ROAD  
MILLVILLE PA 17846

HOURS: THURSDAY: 5 PM TO 9 PM  
MARCH, APRIL, JULY & AUGUST  
OR BY APPOINTMENT

PHONE: 570-458-5775

			DATE	BILL NO.	
FOR: COLUMBIA County			03/01/2010	18425	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	INCL PENALTY
GENERAL	17,386	6.146	104.71	106.85	117.54
SINKING		1.345	22.91	23.38	25.72
TWP RE		1.5	25.56	26.08	27.38
The discount & penalty have been calculated for your convenience			153.18	156.31	170.64
			PAY THIS AMOUNT		
			April 30 If paid on or before	June 30 If paid on or before	June 30 If paid after

TAXES ARE DUE &amp; PAYABLE - PROMPT PAYMENT IS REQUESTED

FRY JAMES L & PAULA L  
7 EYERSGROVE ROAD  
MILLVILLE PA 17846

CNTY		TWP	
Discount	2 %	2 %	
Penalty	10 %	5 %	
PARCEL: 17 -04A-006-00,000			
7 EYERSGROVE RD			
.2123 Acres		Land	1,989
		Buildings	15,397
Total Assessment			17,386

This tax returned to  
courthouse on:  
January 1, 2011

FILE COPY

If you desire a receipt send a self-addressed stamped envelope with your payment

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/18/2010

SERVICE# 11 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON MAUREEN Cole

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

DATE 11-22-10 TIME 0950 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

[Signature]

DATE 11-22-10

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: J. ARTER  
DATE RECEIVED 11/18/2010

SERVICE# 4 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

PERSON/CORP TO SERVED
TENANT(S)
7 EYERSGROVE ROAD
MILLVILLE

PAPERS TO SERVED  
MORTGAGE FORECLOSURE

SERVED UPON Personel, House Empty

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

DATE 11-22-10 TIME 1450 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 11-22-10



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 11/18/2010

SERVICE# 14 - OF - 17 SERVICES  
DOCKET # 170ED2010

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JAMES L. FRY  
PAULA L. FRY

ATTORNEY FIRM PHELAN HALLINAN AND SCHMIEG

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

**PAPERS TO SERVED**  
MORTGAGE FORECLOSURE

SERVED UPON Deb Miller

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

DATE 11-22-10 TIME 0810 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

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

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

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

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

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

DEPUTY

[Signature]

DATE 11-22-10

COUNTY OF COLUMBIA  
TAX CLAIM BUREAU  
PO BOX 380  
BLOOMSBURG PA 17815  
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 22-NOV-10

FEE: \$5.00

CERT. NO9027

FRY JAMES L & PAULA L  
7 EYERSGROVE ROAD  
MILLVILLE PA 17846

DISTRICT: GREENWOOD TWP  
DEED  
LOCATION: 7 EYERSGROVE RD MILLVILLE  
PARCEL: 17 -C4A-006-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING COSTS	TOTAL AMOUNT DUE
2009	PRIM	0.00	0.00	0.00	0.00
TOTAL DUE :					\$0.00

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

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

REQUESTED BY: Timothy T. Chamberlain, Sheriff  
dm.

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 9, 2011 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 170 OF 2010 ED AND CIVIL WRIT NO. 1650 OF 2010 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Eysersgrove, Township of Greenwood, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin, at the western corner of the intersection of Center Street and Greenwood Street, and running thence along Greenwood Street, south 16 degrees 52 minutes west, 136 feet to an iron pin at the northern corner of the intersection of Greenwood Street and Mill Alley; thence along Mill Alley, north 73 degrees 8 minutes west, 68 feet to an iron pin; thence north 16 degrees 52 minutes east, 136 feet to an iron pin on Center Street; thence along Center Street, south 73 degrees 8 minutes east, 68 feet to an iron pin, the place of beginning. Erected upon this lot is a two story frame house and a garage. Said description is taken from a survey by Construction Engineering, Inc., on November 16, 1975.

TITLE TO SAID PREMISES IS VESTED IN James L. Fry and Paula L. Fry, h/w, by Deed from Charles T. Brown, joined by his spouse Frances R. Brown and, also, joined by Paul G. Erlston and Annabel L. Erlston, h/w, dated 03/29/1995, recorded 03/30/1995 in Book 593, Page 37.

Premises being: 7 EYERSGROVE ROAD, MILLVILLE, PA 17846-8834

Tax Parcel # 17-04A-006-00,000

## TERMS OF SALE

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

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

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

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

Plaintiff's Attorney  
Courtenay Dunn  
1617 JFK Blvd  
Philadelphia, PA 19103

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

# SHERIFF'S SALE

WEDNESDAY FEBRUARY 9, 2011 AT 10:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 170 OF 2010 ED AND CIVIL WRIT NO. 1650 OF 2010 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Eysersgrove, Township of Greenwood, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin, at the western corner of the intersection of Center Street and Greenwood Street, and running thence along Greenwood Street, south 16 degrees 52 minutes west, 136 feet to an iron pin at the northern corner of the intersection of Greenwood Street and Mill Alley; thence along Mill Alley, north 73 degrees 8 minutes west, 68 feet to an iron pin; thence north 16 degrees 52 minutes east, 136 feet to an iron pin on Center Street; thence along Center Street, south 73 degrees 8 minutes east, 68 feet to an iron pin, the place of beginning. Erected upon this lot is a two story frame house and a garage. Said description is taken from a survey by Construction Engineering, Inc., on November 16, 1975.

TITLE TO SAID PREMISES IS VESTED IN James L. Fry and Paula L. Fry, h/w, by Deed from Charles T. Brown, joined by his spouse Frances R. Brown and, also, joined by Paul G. Erlston and Annabel L. Erlston, h/w, dated 03/29/1995, recorded 03/30/1995 in Book 593, Page 37.

Premises being: 7 EYERSGROVE ROAD, MILLVILLE, PA 17846-8834

Tax Parcel # 17-04A-006-00,000

## TERMS OF SALE

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Plaintiff's Attorney  
Courtney Dunn  
1617 JFK Blvd  
Philadelphia, PA 19103

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

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Tax Parcel # 17-04A-006-00,000

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1617 JFK Blvd  
Philadelphia, PA 19103

Sheriff of Columbia County  
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Tax Parcel # 17-04A-006-00,000

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Philadelphia, PA 19103

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

Document Receipt

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Trans # 42444 Carrier / service: POST 2PM 11/18/2010

Ship to: 42444

COMMONWEALTH OF PA

DEPT 280601

Tracking #: 9171924291001000006275

Doc Ref #: 170ED2010

HARRISBURG PA 17128

Document Receipt

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Trans # 42424 Carrier / service: POST 2PM 11/18/2010

Ship to: 42424

ASSOCIATES CONSUMER

DISCOUNT COMPANY

1723 EAST THIRD STREET

Tracking #: 9171924291001000006176

Doc Ref #: 170ED2010

WILLIAMSPORT PA 17701



Document Receipt

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Trans # 42425 Carrier / service: POST 2PM 11/18/2010

Ship to: 42425

COMMONWEALTH OF PA

PO BOX 2675

Tracking #: 9171924291001000006183

Doc Ref #: 170ED2010

HARRISBURG PA 17105

Document Receipt

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Trans # 42426 Carrier / service: POST 2PM 11/18/2010

Ship to: 42426

INTERNAL REVENUE SERVICE  
ADVISORY

1000 LIBERTY AVE RM 704

Tracking #: 9171924291001000006190

Doc Ref #: 170ED2010

PITTSBURGH PA 15222

Document Receipt

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Trans # 42427 Carrier / service: POST 2PM 11/18/2010

Ship to: 42427

US DEPT OF JUSTICE

ATTY FOR MIDDLE DISTRICT  
PO BOX 11754

Tracking #: 9171924291001000006206

Doc Ref #: 170ED2010

HARRISBURG PA 17108

Document Receipt

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Trans # 42429 Carrier / service: POST 2PM 11/18/2010

Ship to: 42429

DEPT OF PUBLIC WELFARE

PO BOX 8486

Tracking #: 9171924291001000006220

Doc Ref #: 170ED2010

HARRISBURG PA 17105

Document Receipt

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Trans # 42431 Carrier / service: POST 2PM 11/18/2010

Ship to: COP

COMMONWEALTH OF PENNSYLVANIA DEPT OF REV SHERIFF SALE

Tracking #: 9171924291001000006237

DEPARTMENT 281230

Doc Ref #: 170ED2010

HARRISBURG PA 17128

Document Receipt

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Trans # 42428 Carrier / service: POST 2PM 11/18/2010

Ship to: 42428

COMMONWEALTH OF PA

PO BOX 2675

Tracking #: 9171924291001000006213

Doc Ref #: 170ED2010

HARRISBURG PA 17105

Document Receipt

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Trans # 42435 Carrier / service: POST 2PM 11/18/2010

Ship to: IRS

INTERNAL REVENUE SERVICE

WILLIAM GREEN FEDERAL BUILDING  
600 ARCH STREET ROOM 3259

Tracking #: 9171924291001000006268

Doc Ref #: 170ED2010

PHILADELPHIA PA 19106

Document Receipt

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Trans # 42434 Carrier / service: POST 2PM 11/18/2010

Ship to: SBA

U.S. Small Business Administration PHILADELPHIA DISTRICT  
OFFICE

PARKVIEW TOWERS  
1150 FIRST AVE, 10TH FLR, STE 1001

Tracking #: 9171924291001000006251

Doc Ref #: 170ED2010

KING OR PA 19406  
PRUSSIA



Document Receipt

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Trans # 42432 Carrier / service: POST 2PM 11/18/2010

Ship to: FAIR

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC WELFARE  
PO BOX 8016

Tracking #: 9171924291001000006244

Doc Ref #: 170ED2010

HARRISBURG PA 17105

# REAL ESTATE OUTLINE

ED # 170-10

DATE RECEIVED 1-18-11  
DOCKET AND INDEX 11-11-10

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>✓</u>	
COPY OF DESCRIPTION	<u>✓</u>	
WHEREABOUTS OF LKA	<u>✓</u>	
NON-MILITARY AFFIDAVIT	<u>✓</u>	
NOTICES OF SHERIFF SALE	<u>✓</u>	
WAIVER OF WATCHMAN	<u>✓</u>	
AFFIDAVIT OF LIENS LIST	<u>✓</u>	
CHECK FOR \$1,350.00 OR _____	<u>✓</u>	CK# <u>1029919</u>

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

SALE DATE	<u>1-19-11</u>	TIME <u>1000</u>
POSTING DATE	<u>1-5-11</u>	
ADV. DATES FOR NEWSPAPER	1 <sup>ST</sup> WEEK <u>1-19-11</u>	
	2 <sup>ND</sup> WEEK <u>2-5</u>	
	3 <sup>RD</sup> WEEK <u>2-2-11</u>	

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

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

CITIFINANCIAL SERVICES, INC.

vs.

JAMES L. FRY  
PAULA L. FRY

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 1650 CV 2010

*2010-ED-170*  
COLUMBIA COUNTY

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: 7 EYERSGROVE ROAD, MILLVILLE, PA 17846-8834  
(See Legal Description attached)

Amount Due	\$90,004.10
Additional Fees and Costs	\$1,919.00
Interest from 10/22/2010 to Date of Sale	\$_____ and costs.
@ \$14.80 per diem	

Tamara B. Kline (KPB)  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of Columbia County, Penna.

Dated 11-17-10  
(SEAL)

PHS # 247204

### LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or lot of land situate in the Village of Eyersgrove, Township of Greenwood, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

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