

# SHERIFF'S SALE COST SHEET

GMAC vs. Stephen & Amy  
 NO. 55-10 ED NO. 1312-09 JD DATE/TIME OF SALE Sept. 1 0900

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ 285.00
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ 86.50
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ 24.00
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ 9.50
NOTARY	\$ 15.00
TOTAL ***** \$ 592.50	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ 831.30
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ 1056.30	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ 55.00
TOTAL ***** \$ 65.00	

REAL ESTATE TAXES:	
BORO, TWP & COUNTY 20	\$ 1.00
SCHOOL DIST. 20	\$ 1.00
DELINQUENT 20	\$ 5.00
TOTAL ***** \$ 7.00	

MUNICIPAL FEES DUE:	
SEWER 20	\$ 380.51
WATER 20	\$ 1.00
TOTAL ***** \$ 381.51	

SURCHARGE FEE (DSTE)	\$ 200.00
MISC.	\$ 0.00
TOTAL ***** \$ 200.00	

TOTAL COSTS (OPENING BID) \$ 2279.39

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

GMAC Mortgage VS Stephen + Amy Levern

NO. SS-10 ED NO. 1812-09 JD

DATE/TIME OF SALE: Sept 1 9:00

BID PRICE (INCLUDES COST) \$ 55,000.00

POUNDAGE - 2% OF BID \$ 1,100.00

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 3649.39

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

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

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

PURCHASER(S) SIGNATURE(S) Agent for Phelan Hallinan & Schmitz  
Tracy J. Mull

TOTAL DUE: \$ 3649.39

LESS DEPOSIT: \$ 1350.00

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

TOTAL DUE IN 8 DAYS \$ 2299.39

W S OMS

REVERLY J. MICHAEL  
REGISTER AND RECORDER  
COLUMBIA COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200209124

RECORDED ON  
AUG 02, 2002  
3:38:36 AM

RECORDING FEES - \$45.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$3.00  
STATE WRT TAX \$0.50  
AFFORDABLE HOUSING \$38.25  
AFFORDABLE HOUSING \$4.50  
- 102  
AFFORDABLE HOUSING \$2.25  
- 32  
TOTAL \$95.50

SW, BOX  
CUSTOMER

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Prepared By:

Return To:

Wendy Higdon  
10750 McDermott Freeway  
San Antonio, TX 78288

USAA Federal Savings Bank  
10750 McDermott Freeway  
San Antonio, TX 78288

Parcel Number:  
04D-05-071-00-000

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 10010560000234079

NOTICE: THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE DEPARTMENT  
OF VETERANS AFFAIRS OR ITS AUTHORIZED  
AGENT.

### 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 July 31, 2002  
together with all Riders to this document.

(B) "Borrower" is Stephen J. Levan, Amy Lyn Levan, Husband and Wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

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PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1/01

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Initials:

VMP MORTGAGE FORMS - (800) 521-7291

APL  
HLS

(D) "Lender" is USAA Federal Savings Bank

Lender is a Federally Chartered Savings Bank  
organized and existing under the laws of the United States of America  
Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288

(E) "Note" means the promissory note signed by Borrower and dated July 31, 2002  
The Note states that Borrower owes Lender Ninety Five Thousand Eight Hundred Eighty  
And Zero/100 Dollars  
(U.S. \$95,880.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than August 01, 2032

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

(G) "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.

(H) "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 checked="" type="checkbox"/> VA Rider   | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

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*[Handwritten signatures]*

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(P) "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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Columbia [Name of Recording Jurisdiction]:

The legal description attached hereto is a part of the Mortgage.

which currently has the address of 1601 Spring Garden Ave

Berwick

[City], Pennsylvania 18603

[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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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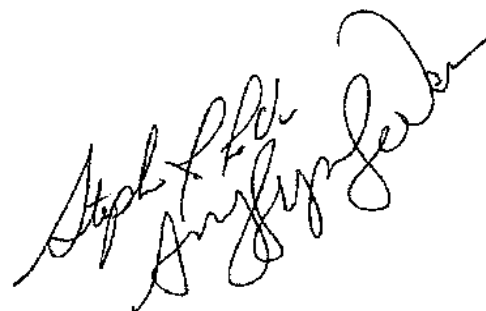
**Exhibit A**

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwesterly corner of Eaton Street and Spring Garden Avenue; THENCE in a Westerly direction along Spring Garden Avenue, 90 feet to the corner of Lot No. 64; THENCE in a Northerly direction along Lot No. 64, 170 feet, more or less, to a 15 foot alley; THENCE in an Easterly direction along said alley 90 feet to Eaton Street; THENCE along Eaton Street in a Southerly direction 170 feet, more or less, to Spring Garden Avenue, the place of BEGINNING.

Being Lot Nos. 65 and 66 in Berwick Land and Improvement Company's Addition to the Borough of Berwick, formerly West Berwick.

BEING the same premises which Michael A. Barton and Aimee S. Barton, husband and wife, by deed dated July 31, 2002 and about to be recorded simultaneously herewith, granted and conveyed unto Stephen J. Levan and Amy Lyn Levan, husband and wife.



Stephen J. Levan  
Amy Lyn Levan

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# VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 31st day of July, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to USAA Federal Savings Bank

(herein "Lender") and covering the Property described in the Security Instrument and located at  
1601 Spring Garden Ave  
Berwick, PA 18603

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

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MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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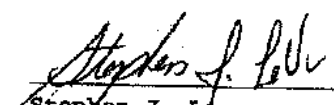
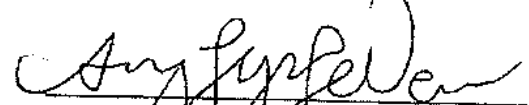
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IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

 _____ Stephen J. Levan	-Borrower	 _____ Amy Lyn Levan	-Borrower
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* _____ -Borrower	_____ -Borrower
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_____ -Borrower	_____ -Borrower
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* _____ -Borrower	_____ -Borrower
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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

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can be 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

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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.

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*AL*

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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


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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

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

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

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

**27. 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 payable from time to time under the Note.

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

Witnesses:

\_\_\_\_\_  
Stephen J. Devan (Seal)  
-Borrower

\_\_\_\_\_

  
Amy Lynn Levan (Seal)  
-Borrower

\_\_\_\_\_  
-Borrower

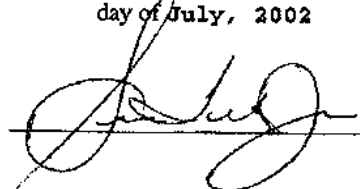
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\* \_\_\_\_\_ -Borrower \_\_\_\_\_ -Borrower

\_\_\_\_\_  
-Borrower

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Certificate of Residence

I, Susan Tetrick James, do hereby certify that  
the correct address of the within-named Lender is ~~10750 MODERN HILLS FREEWAY SAN ANTONIO TX~~  
~~XXXXXX~~ P.O. Box 2026, Flint, MI 48501-2026  
Witness my hand this 31st day of July, 2002

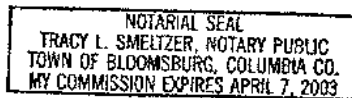
  
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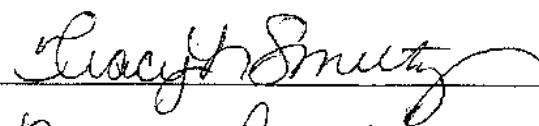
COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 31st day of July, 2002, before me, the  
undersigned officer, personally appeared Stephen J. Levan, and Amy Lyn Levan

known to me (or  
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes herein contained.

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



  
Notary Public  
Title of Officer



Initials: 

4



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

Instrument Number - 200910185  
Recorded On 10/28/2009 At 12:50:42 PM  
\* Instrument Type - ASSIGNMENT OF MORTGAGE  
Invoice Number - 138018  
\* Grantor - LEVAN, STEPHEN J  
\* Grantee - GMAC MORTGAGE LLC  
User - BJM

\* Total Pages - 3

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$28.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
MAIL PHELAN, HALLINAN & SCHMIEG LLP

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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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that "Mortgage Electronic Registration Systems, Inc." hereinafter "Assignor" the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by GMAC MORTGAGE, LLC, "Assignee," the receipt whereof is acknowledged, has granted, bargained, sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by STEPHEN J. LEVAN and AMY L. LEVAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS A NOMINEE FOR USAA FEDERAL SAVING BANK, bearing the date 07/31/2002, in the amount of \$95,880.00, together with the Note and indebtedness therein mentioned, said Mortgage being recorded on 08/02/2002 in the County of COLUMBIA, Commonwealth of Pennsylvania, in Mortgage Instrument No. 200209124.

Being Known as Premises: 1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502  
Parcel No: 04D-05-071,000

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignor. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

Also the Bond or Obligation in the said Indenture of Mortgage recited, and all Moneys, Principal and Interest, due and to grow due thereon, with the Warrant of Attorney to the said Obligation annexed. Together with all Rights, Remedies and incidents thereto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Mortgagor in the said Indenture of Mortgage named, and his/her/their heirs and assigns therein.

IN WITNESS WHEREOF, the said "Assignor" has caused its Corporate Seal to be herein affixed and these presents to be duly executed by its proper officers this 28<sup>th</sup> day of September, 2009

Mortgage Electronic Registration Systems, Inc.

By: Michele M. Bradford

Michele M. Bradford, Assistant Secretary and Vice President

Sealed and Delivered  
in the presence of us;

State of Pennsylvania :  
County of Philadelphia : ss.

On this 28<sup>th</sup> day of September, 2009, before me, the subscriber, personally appeared Michele M. Bradford, who acknowledged herself to be the Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., and that she, as such Assistant Secretary and Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp/Seal: COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
ANGELA M. McFADDEN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 18, 2013

Angela M. McFadden  
Notary Public

The precise address of the within named  
Assignee is:  
1100 VIRGINIA DRIVE, P.O. BOX 8300  
FORT WASHINGTON, PA 19034  
By: [Signature]  
(For Assignee)

After recording return to:  
Phelan Hallinan & Schmieg, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103

September 22, 2009  
Document Execution  
0702011156  
PHS # 217128



6

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwesterly corner of Eaton Street and Spring Garden Avenue; THENCE in a Westerly direction along Spring Garden Avenue, 90 feet to the corner of Lot No. 64; THENCE in a Northerly direction along Lot No. 64, 170 feet, more or less, to a 15 foot alley; THENCE in an Easterly direction along said alley 90 feet to Eaton Street; THENCE along Eaton Street in a Southerly direction 170 feet, more or less, to Spring Garden Avenue, the place of BEGINNING.

Being Lot Nos. 65 and 66 in Berwick Land and Improvement Company's Addition to Borough of Berwick, formerly West Berwick.

BEING THE SAME premises which Michael A. Barton, also known as Micheal A. Barton and Aimee S. Barton, formerly known as Aimee S. Hitman, husband and wife, by deed dated May 23, 2001 and recorded to Columbia County Instrument Number 200104843, granted and conveyed unto Micheal A. Barton and Aimee S. Barton, husband and wife, grantors herein.

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

Instrument Number - 200607761  
Recorded On 7/31/2006 At 1:44:34 PM

\* Total Pages - 10

\* Instrument Type - MORTGAGE  
Invoice Number - 98105  
\* Mortgagor - LEVAN, STEPHEN J  
\* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC  
User - TSA

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$23.00
RECORDING FEES -	\$23.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$61.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
MAIL FISERV LENDING SOLUTIONS

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.

7/10  
Page 1 of 3  
37

Return To:



LEVAN, STEPHEN J.

Record and Return To:  
Fiserv Lending Solutions  
27 Inwood Road  
ROCKY HILL, CT 06067

Parcel Number:

## MORTGAGE

MIN100013184002352933

THIS MORTGAGE is made this 23rd day of June, 2006, between the Mortgagor,  
STEPHEN J LEVAN AND AMY L LEVAN

(herein "Borrower"), and the Mortgagee,  
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter  
defined, and Lender's successors and assigns). MERS is organized and existing under the laws of  
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel.  
(888) 679-MERS. Corinthian Mortgage Corporation DBA SouthBanc Mortgage

("Lender") is organized and existing under the laws of MISSISSIPPI  
and has an address of 13861 Sunrise Valley Drive Suite 100 Herndon, VIRGINIA  
20171

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 45,000.00,  
which indebtedness is evidenced by Borrower's note dated June 23, 2006, 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  
June 29, 2026;  
10235293

PENNSYLVANIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

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TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of COLUMBIA  
State of Pennsylvania:  
See attached legal description on Schedule A

which has the address of

1601 SPRING GARDEN AVE  
[Street]

BERWICK  
[City]

, Pennsylvania

18603-2502

(herein "Property Address");

[ZIP Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

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 10235293

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.

**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

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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.

**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 has 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.

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**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.

**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.

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**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.

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 collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond 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.

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G194FSBF

### **SCHEDULE A**

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF BERWICK,  
COUNTY OF COLUMBIA, AND STATE OF PENNSYLVANIA BEING MORE  
PARTICULARLY DESCRIBED IN A DEED RECORDED IN DOCUMENT NO.  
20020-9123 AMONG THE LAND RECORDS OF THE COUNTY SET FORTH  
ABOVE.

PARCEL ID: 04D,05--071-00,000


KNOWN AS: 1601 SPRING GARDEN AVE

44

**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, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.  
Witnesses:

\_\_\_\_\_  
 (Seal)  
STEPHEN J. LEVAN -Borrower

\_\_\_\_\_  
 (Seal)  
AMY L. LEVAN -Borrower

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

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

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

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

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

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

*(Sign Original Only)*

10235293

 76N(PA) (0207)

Page 7 of 8

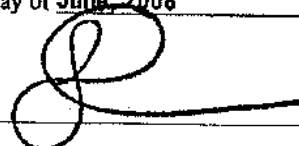
Form 3839

45

**Certificate of Residence**

I, **Susan Ciapparelli**, do hereby certify that the correct address of the within-named Mortgagee is 13861 Sunrise Valley Drive, Suite 100, Herndon, VA 20171.

Witness my hand this 23rd day of June, 2006



Agent of Mortgagee

**SUSAN CIAPPARELLI**  
**VP OF OPERATIONS**

*State of California*  
**COMMONWEALTH OF PENNSYLVANIA,**

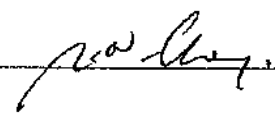
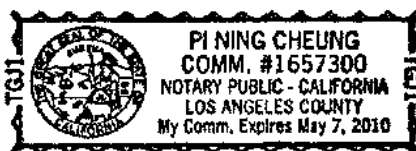
*Los Angeles*

County ss:

On this, the 23<sup>rd</sup> day of JUNE, 2006, before me, the undersigned officer, personally appeared **STEPHEN J LEVAN, AMY L LEVAN**

person(s) whose name(s) is known to me (or satisfactorily proven) to be the are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: MAY 7, 2010



Notary Public  
Title of Officer

10235293

PHELAN HALLINAN & SCHMIEG, LLP  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
215-320-0007  
Fax: 215-563-7009  
[Gencyvieve.Mautz@fedphe.com](mailto:Gencyvieve.Mautz@fedphe.com)

Nora M. Ferrer  
Legal Assistant, ext. 1477

Representing Lenders in  
Pennsylvania and New Jersey

September 2, 2010

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

Re: Stephen J. Levan & Amy L. Levan  
1601 Spring Garden Avenue  
Berwick, PA 18603  
No. 2009-CV-1812

Dear Sir or Madam:

With reference to the above captioned property, which was knocked-down to Daniel G. Schmieg as "attorney-on-the-writ", please prepare the Sheriff's Deed to **SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA**, 1000 Liberty Avenue, Pittsburgh, PA 15222.

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

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

Thank you in advance for your cooperation in this matter.

Yours truly,

  
Nora Ferrer

Enclosure

cc: GMAC Mortgage, LLC

Account No. 217128

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

St 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 <b>PHELAN HALLINAN &amp; SCHMIEG, LLP</b>		Suite 1400		Telephone Number:	
Street Address <b>One Penn Center at Suburban Station, 1617 JFK Blvd.</b>		City <b>Philadelphia</b>		Area Code ( 215 ) 563-7000	
		State <b>PA</b>		Zip Code <b>19103</b>	

### B TRANSFER DATA

Grantor(s)/Lessor(s) <b>Timothy T. Chamberlain – Sheriff Columbia County Courthouse</b>		C. Date of Acceptance of Document <b>September 2, 2010</b>	
Street Address <b>P.O. Box 380, 35 W. Main Street</b>		Grantee(s)/Lessee(s) <b>SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA</b>	
City <b>Bloomsburg</b>	State <b>PA</b>	Zip Code <b>17815</b>	Street Address <b>1000 Liberty Avenue</b>
			City <b>Pittsburgh</b>
			State <b>PA</b>
			Zip Code <b>15222</b>

### D. REAL ESTATE LOCATION

Street Address <b>1601 Spring Garden Avenue, Berwick, PA 18603</b>		City, Township, Borough <b>Borough of Berwick</b>	
County <b>Columbia</b>	School District <b>Borough of Berwick</b>	Tax Parcel Number <b>04D-05-071-00.000</b>	

### E. VALUATION DATA – WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ YES ☒ NO

1. Actual Cash Consideration <b>\$3,649.39</b>	2. Other Consideration <b>+ -0-</b>	3. Total Consideration <b>= \$3,649.39</b>
4. County Assessed Value <b>\$34,139.00</b>	5. Common Level Ratio Factor <b>x 3.69</b>	6. Fair Market Value <b>= \$125,972.91</b>

### F. EXEMPTION DATA

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

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

- ☐ Will or intestate succession \_\_\_\_\_ (Name of Decedant) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a Trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a 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 U.S. 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 SECRETARY OF VETERANS AFFAIRS AN OFFICER OF THE UNITED STATES OF AMERICA, is Exempt Pursuant to Sec. #91.193 (b) (1) (v) of the Pennsylvania Realty Transfer Tax Regulations. Government Agency.**

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 <b>Nora M. Ferrer</b>	Date: <b>9/2/10</b>
--	------------------------

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

FAP

Sheriff of Columbia County [SCOLU]

CHECK DATE CHECK NO.  
09/15/2010 1004483

LOC NO	APPLY TO	DATE	VENDOR CREDIT NO	VENDOR INVOICE NO	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
1004483	000213059	09/15/2010		217128	2,299.39	0.00	2,299.39
NME [217128] 0702011156 LEVAN, STEPHEN							
							2,299.39

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

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

TD BANK, N.A.  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
1004483

DATE	AMOUNT
09/15/2010	*****2,299.39

Pay TWO THOUSAND TWO HUNDRED NINETY NINE AND 39/100 DOLLARS

Void after 180 days

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

*Francis S. Hallinan*

1004483 000213059 09152010 217128 2299.39

PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19102-1799  
Phone (215) 563-7000  
Fax (215) 563-8656

Lisa Steinman  
Legal Assistant, ext. 1478

Representing Lenders in  
Pennsylvania and New Jersey

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY COURTHOUSE

RE: GMAC MORTGAGE, LLC vs. STEPHEN J. LEVAN &  
AMY L. LEVAN A/K/A AMY LYN LEVAN  
No.: 2009-CV-1812

Dear Sir/Madame:

Enclosed is an Affidavit of Service for the above captioned matter. Please find attached a copy of the original Affidavit, which has been sent for filing with the COLUMBIA Prothonotary's Office as of the date of this letter.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to be 'Lisa' followed by a stylized surname.

Lisa Steinman

cc: Prothonotary of COLUMBIA County

**Phelan Hallinan & Schmieg, LLP**  
Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

**GMAC MORTGAGE, LLC**

**Plaintiff,**

**v.**

**STEPHEN J. LEVAN**

**AMY L. LEVAN A/K/A**

**AMY LYN LEVAN**

**Defendants.**

:  
:  
: **COLUMBIA COUNTY**  
: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
: **NO. 2009-CV-1812**

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE  
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **STEPHEN J. LEVAN** on **JULY 22, 2010** in accordance with the Order of Court dated **JULY 6, 2010**. The property was posted on **JULY 23, 2010**.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. 4904 relating to the unsworn falsification to authorities.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
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Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

Dated: 08/05/10



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

Plaintiff

v.

STEPHEN J. LEVAN

AMY L. LEVAN A/K/A  
AMY LYN LEVAN

Defendants

COLUMBIA COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2009-CV-1812

**ORDER**

AND NOW, this 6th day of July, 2010, after

consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court, it is hereby:

**ORDERED** that pursuant to Pa. R.C.P. 430(a), service of the Notice of Sale is permitted on Defendant **STEPHEN J. LEVAN** by:

✓

REGULAR MAIL AT 1601 SPRING GARDEN AVENUE,  
BERWICK, PA 18603 and 360 MARTZVILLE ROAD,  
BERWICK, PA 18603

✓

CERTIFIED MAIL AT 1601 SPRING GARDEN AVENUE,  
BERWICK, PA 18603 and 360 MARTZVILLE ROAD,  
BERWICK, PA 18603

✓

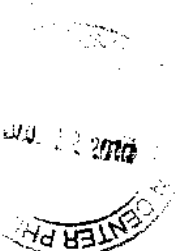
POSTING AT 1601 SPRING GARDEN AVENUE, BERWICK,  
PA 18603

BY THE COURT:

1st Thomas J. Anderson

Name and Address of Sender  
PHILAN HALLINAN & SCHMIEG, LLP  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	STEPHEN J. LEVAN 1601 SPRING GARDEN AVENUE BERWICK, PA 18603		
2	****	STEPHEN J. LEVAN 360 MARTZVILLE ROAD BERWICK, PA 18603		
3				
4				
5				
6				
7				
8				
Total Number of Pieces Listed by Sender		RE: LEVAN PHS#217128 TEAM 4/LAS		
Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		





7178 2417 6099 0062 3617

4 / LAS  
STEPHEN J. LEVAN  
1601 SPRING GARDEN AVENUE  
BERWICK, PA 18603-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **7178 2417 6099 0062 3617**Class: **First-Class Mail®**Service(s): **Return Receipt Electronic**Status: **Delivered**

Your item was delivered at 11:47 am on July 26, 2010 in PHILADELPHIA, PA 19103.

#### Detailed Results:

- **Delivered, July 26, 2010, 11:47 am, PHILADELPHIA, PA 19103**
- **Arrival at Unit, July 23, 2010, 12:56 pm, PHILADELPHIA, PA 19104**
- **Acceptance, July 22, 2010, 4:33 pm, PHILADELPHIA, PA 19102**
- **Electronic Shipping Info Received, July 21, 2010**

#### Notification Options

##### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

##### Return Receipt (Electronic)

Verify who signed for your item by email. [Go >](#)

#### Track & Confirm

Enter Label/Receipt Number.

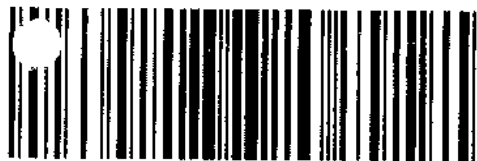
[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

Make your voice  
heard by Congress1776-2010 America  
in the 21st Century



7178 2417 6099 0062 3624

4 / LAS  
STEPHEN J. LEVAN  
360 MARTZVILLE ROAD  
BERWICK, PA 18603-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **7178 2417 6099 0062 3624**

Class: **First-Class Mail®**

Service(s): **Return Receipt Electronic**

Status: **Notice Left**

We attempted to deliver your item at 10:25 am on July 24, 2010 in BERWICK, PA 18603 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to [www.usps.com/redelivery](http://www.usps.com/redelivery), or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 15 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

#### Detailed Results:

- **Notice Left, July 24, 2010, 10:25 am, BERWICK, PA 18603**
- **Acceptance, July 22, 2010, 4:33 pm, PHILADELPHIA, PA 19102**
- **Electronic Shipping Info Received, July 21, 2010**

#### Notification Options

##### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)

#### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA



United States Postal Service  
Equal Opportunity



United States Postal Service  
Accessibility

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**  
**GMAC MORTGAGE, LLC**

**COLUMBIA COUNTY**

**PHS # 217128**

**DEFENDANT**  
**STEPHEN J. LEVAN**  
**AMY L. LEVAN A/K/A AMY LYN LEVAN**

**SERVICE TEAM/ las**  
**COURT NO.: 2009-CV-1812**

**SERVE STEPHEN J. LEVAN AT:**  
**1601 SPRING GARDEN AVENUE**  
**BERWICK, PA 18603-2502**  
**\*\*\*PLEASE POST PROPERTY WITH NOTICE OF SALE PER**  
**COURT ORDER\*\*\***

**TYPE OF ACTION**  
**XX Notice of Sheriff's Sale**  
**SALE DATE: 08/04/2010**

**SERVED**

Served and made known to STEPHEN J. LEVAN, Defendant on the 23<sup>rd</sup> day of July, 2010, at 1222 o'clock P. M., at 1601 SPRING GARDEN AVE. in the manner described below:

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

☒ Other: POSTED PROPERTY w/NOTICE OF SALE.

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 23<sup>rd</sup> day  
of JULY, 2010

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., Defendant NOT FOUND because:  
☐ Vacant ☐ Bad Address ☐ Moved ☐ Does Not Reside (Not Vacant)  
☐ No Answer on \_\_\_\_\_ at \_\_\_\_\_  
☐ Service Refused

Other:

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

Notary:

*Ronald Moll*  
**NOT SERVED**

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

**ATTORNEY FOR PLAINTIFF**

Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michelle M. Bradford, Esq., Id. No. 69849  
Judith T. Roosama, 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. Mahony, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Christopher P. Flakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 285047  
Courtney R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1300  
Philadelphia, PA 19103-1814  
(215) 563-7000



August 3, 2010

Timothy T. Chamberlain  
Sheriff of Columbia County  
Court House- P.O. Box 380  
Bloomsburg, PA 17815

**GMAC MORTGAGE, LLC**

**VS.**

**STEPHEN J. LEVAN**  
**AMY L. LEVAN AKA AMY LYN LEVAN**

**DOCKET # 55ED2010**

**JD # 1812JD2009**

Dear Timothy:

The updated amount due on the sewer account #116823 for the property located at 1601 Spring Garden Avenue Berwick, Pa through September 30, 2010 is \$467.59.

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

Sincerely,

Kelly Noss  
Authority Clerk

*Hearing Impaired 711*

*"BAJSA is an Equal Opportunity Provider and Employer"*

*Hearing Impaired 711*

*"BAJSA is an Equal Opportunity Provider and Provider"*  
1108 Freas Avenue • Berwick, Pennsylvania 18603

Phone: (570) 752-8477 • Fax: (570) 752-8479



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

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

August 2, 2010

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

Attn: Real Estate Department

Fax Number: 570-389-5625

Re: GMAC MORTGAGE, LLC v.  
STEPHEN J. LEVAN and AMY L. LEVAN  
1601 SPRING GARDEN AVENUE BERWICK, PA 18603-2502  
Court No. 2009-CV-1812

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for August 4, 2010 due to the following: Service of NOS.

The Property is to be relisted for the September 1, 2010 Sheriff Sale.

Thank you for your cooperation in this matter.

Very Truly Yours,  
Matthew Balitzky for  
Phelan Hallinan & Schmieg, LLP

IN THE COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC  
Plaintiff

vs.

STEPHEN J. LEVAN  
AMY L. LEVAN  
A/K/A AMY LYN LEVAN

Defendants

Court of Common Pleas

Civil Division

COLUMBIA County

No. 2009-CV-1812

**ORDER**

AND NOW, this 12<sup>th</sup> day of July, 2010 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	\$86,706.11
Interest Through August 4, 2010	\$8,664.94
Per Diem \$16.63	
Late Charges	
Legal fees	\$408.16
Cost of Suit and Title	\$2,375.00
Sheriff's Sale Costs	\$2,300.50
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$580.00
Mortgage Insurance Premium/	\$250.00
Private Mortgage Insurance	\$0.00
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$2,135.85

**TOTAL**

\$103,420.56

Plus interest from August 4, 2010 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

*15 Thomas J. [Signature]*  
J.

# AFFIDAVIT OF SERVICE

PLAINTIFF  
GMAC MORTGAGE, LLC

COLUMBIA COUNTY

PHS # 217128

DEFENDANT  
STEPHEN J. LEVAN  
AMY L. LEVAN A/K/A AMY LYN LEVAN

SERVICE TEAM/ las

COURT NO.: 2009-CV-1812

SERVE AMY L. LEVAN A/K/A AMY LYN LEVAN AT: TYPE OF ACTION  
1559 HOLLY COURT XX Notice of Sheriff's Sale  
THOUSAND OAKS, CA 91360 SALE DATE: 06/23/2010  
\*\*\*PLEASE RUSH SERVICE ATTEMPTS\*\*\*

## SERVED

Served and made known to AMY L. LEVAN, Defendant on the 5 day of JUNE, 20 10, at 10:16 o'clock P. M., at 1559 HOLLY COURT, in the manner described below:

- Defendant personally served: THOUSAND OAKS CA. 91360  
☒ Adult family member with whom Defendant(s) reside(s).  
Relationship is CO OCCUPANT  
☐ Adult in charge of Defendant's residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant's office or usual place of business.  
☐ an officer of said Defendant's company.  
Other: \_\_\_\_\_

Description: Age 43 Height 5'7" Weight 170 Race W Sex M Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this \_\_\_\_\_ day

20, 20\_\_\_\_

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

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

## NOT SERVED

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

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

☐ No Answer on \_\_\_\_\_ at \_\_\_\_\_; \_\_\_\_\_ at \_\_\_\_\_

☐ Service Refused

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

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

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

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

## ATTORNEY FOR PLAINTIFF

Lawrence T. Pichon, Esq., Id. No. 32227  
Francis S. Hoffman, Esq., Id. No. 62695  
Daniel G. Schmitz, Esq., Id. No. 62205  
Michelle M. Bradford, Esq., Id. No. 69649  
Judith T. Romano, Esq., Id. No. 58745  
Sheela R. Shah-Jani, Esq., Id. No. 81760  
Jennie R. Darvey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 91337  
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  
Julianne McGuinness, Esq., Id. No. 90134  
Chrysanthine P. Flakos, Esq., Id. No. 94620  
Joshua I. Goldstein, Esq., Id. No. 205047  
Conorway R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400

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

**Foreclosure Manager**

**Representing Lenders in  
Pennsylvania and New Jersey**

**June 21, 2010**

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

**Attn: Real Estate Department**

**Fax Number: 570-389-5625**

**Re: GMAC MORTGAGE, LLC v.**  
**STEPHEN J. LEVAN and AMY L. LEVAN**  
**1601 SPRING GARDEN AVENUE BERWICK, PA 18603-2502**  
**Court No. 2009-CV-1812**

**Dear Sir/Madam:**

**Please Postpone the Sheriff Sale of the above referenced property, which is  
scheduled for June 23, 2010 due to the following: Service of NOS.**

**The Property is to be relisted for the August 4, 2010 Sheriff Sale.**

**Thank you for your cooperation in this matter.**

**Very Truly Yours,**  
**TOBY BJORKMAN for**  
**Phelan Hallinan & Schmieg, LLP**

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

**SHERIFF'S SALE**  
**WEDNESDAY JUNE 23, 2010 AT 9:00 AM**

BY VIRTUE OF A WRIT OF EXECUTION NO. 55 OF 2010 ED AND CIVIL WRIT NO. 1812 OF 2009 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA. 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwest corner of Eaton Street and Spring Garden Avenue; THENCE in a Westerly direction along Spring Garden Avenue, 90 feet to the corner of Lot No. 64; THENCE in a Northerly direction along Lot No. 64, 170 feet, more or less, to a 15 foot alley; THENCE in an Easterly direction along said alley 90 feet to Eaton Street; THENCE along Eaton Street in a Southerly direction 170 feet, more or less, to Spring Garden Avenue, the place of BEGINNING.

Being Lot Nos. 65 and 66 in Berwick Land and Improvement Company's Addition to the Borough of Berwick, formerly West Berwick.

TITLE TO SAID PREMISES IS VESTED IN Stephen J. Levan and Amy Lyn Levan, h/w, by Deed from Michael A. Barton and Aimee S. Barton, h/w, dated 07/31/2002, recorded 08/02/2002 in Instrument Number 200209123.

Premises being: 1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502

Tax Parcel # 04D-05-071,000

**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 within (8) days after the sale in cash, certified check or cashier's check.

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

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

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

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

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

surer being duly sworn according to law deposes and says that vspaper of general circulation with its principal office and place of vanna Avenue, Bloomsburg, County of Columbia and State of established on the 1st day of March, 1902, and has been published daily, wn, County and State since that day and on the attached notice June 2, 9, published; that the affiant is one of the officers or publisher or owner or publisher of said newspaper in which legal advertisement was he affiant nor Press Enterprise is interested in the subject matter of said it and that all of the allegations in the foregoing statement as to time, publication are true.

*James T. Muehlen, Treasurer*

ed to before me this 17<sup>th</sup> day of June 2010

*[Signature]*

(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 counting to \$.....for publishing the foregoing notice, and the ve been paid in full.

.....



Date Produced: 05/03/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0907. Our records indicate that this item was delivered on 04/26/2010 at 09:22 a.m. in BLOOMSBURG, PA, 17815. The scanned image of the recipient information is provided below.

Signature of Recipient:

*James L. Bern...*  
*James L. Bern...*

Address of Recipient:

*111 Bern...*

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: 55ED2010

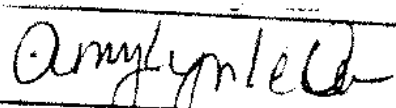
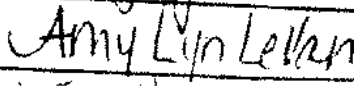


Date Produced: 05/10/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0914. Our records indicate that this item was delivered on 05/04/2010 at 12:32 p.m. in THOUSAND OAKS, CA, 91360. The scanned image of the recipient information is provided below.

Signature of Recipient:

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: 55ED2010



Date Produced: 05/03/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0921. Our records indicate that this item was delivered on 04/26/2010 at 09:22 a.m. in BLOOMSBURG, PA, 17815. The scanned image of the recipient information is provided below.

Signature of Recipient:

*James L. Brown*  
James L. Brown

Address of Recipient:

*James L. Brown*

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: 55ED2010





Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0938. Our records indicate that this item was delivered on 04/22/2010 at 09:41 a.m. in BLOOMSBURG, PA, 17815. The scanned image of the recipient information is provided below.

Signature of Recipient:

*James L. Brown*  
*James L. Brown*  
*PO Box 380*

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0945. Our records indicate that this item was delivered on 04/19/2010 at 12:48 p.m. in Ocala, FL, 34474. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in black ink, appearing to read "Tremayne Pearson", written over a horizontal line. Below the signature, the name "Tremayne Pearson" is printed in a bold, sans-serif font.

Address of Recipient:

A scanned image of a handwritten address in black ink, appearing to read "14500 SW 14th Ave", written over a horizontal line.

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: 56ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0952. Our records indicate that this item was delivered on 04/22/2010 at 06:38 a.m. in OCALA, FL, 34478. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section	
Signature	<i>Blaine R. Grant</i>
Printed Name	Blaine R. Grant

Address of Recipient:

Address	208 7820 / 7814 OCALA FL 34478
---------	--------------------------------

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0969. Our records indicate that this item was delivered on 04/22/2010 at 09:41 a.m. in BLOOMSBURG, PA, 17815. The scanned image of the recipient information is provided below.

Signature of Recipient:

*James L. Blanton*  
*James L. Blanton*

Address of Recipient:

*11600 3rd St*

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0976. Our records indicate that this item was delivered on 04/19/2010 at 01:51 p.m. in PITTSBURGH, PA, 15222. The scanned image of the recipient information is provided below.

Signature of Recipient:

A scanned image of a handwritten signature in black ink, appearing to read "John Murphy".

Address of Recipient:

A scanned image of a handwritten address in black ink, appearing to read "1000 Liberty Ave".

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0983. Our records indicate that this item was delivered on 04/21/2010 at 08:17 a.m. in HARRISBURG, PA, 17108. The scanned image of the recipient information is provided below.

Signature of Recipient:

*[Handwritten Signature]*  
Susan Melendez

Address of Recipient:

*[Handwritten Address]*  
P.O. Box 1754

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0990. Our records indicate that this item was delivered on 04/19/2010 at 11:34 a.m. in O FALLON, MO. 63368. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: C Dodd  
C Dodd

Address of Recipient:

Address of Recipient: 1000 Technology

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: 55ED2010




Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1003. Our records indicate that this item was delivered on 04/22/2010 at 10:02 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

  
David STAUFFER

Address of Recipient:

1000 1003  
HARRISBURG, PA

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: 55ED2010





Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1027. Our records indicate that this item was delivered on 04/19/2010 at 10:33 a.m. in KING OF PRUSSIA, PA, 19406. The scanned image of the recipient information is provided below.

Signature of Recipient:

A scanned image of a signature, appearing to read "Daniel Aguirre", written in black ink on a white background with horizontal lines.

Address of Recipient:

A scanned image of a handwritten address, appearing to read "1150 1st St", written in black ink on a white background with horizontal lines.

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: 55ED2010



Date Produced: 04/26/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1034. Our records indicate that this item was delivered on 04/19/2010 at 08:40 a.m. in PHILADELPHIA, PA, 19106. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: [Handwritten signature: JRS]  
[Handwritten name: JRS]

Address of Recipient:

Address of Recipient: [Handwritten address: 600 ARCH ST]

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: 55ED2010

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

**Michael D. Gardner**  
**Legal Assistant**

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

---

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

No. 2009-CV-1812

**Re: GMAC MORTGAGE, LLC VS. STEPHEN J. LEVAN, and AMY L. LEVAN A/K/A AMY LYN**  
**LEVAN**  
**No. 2009-CV-1812**

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1**

Dear Sir/Madam:

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

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

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

**\*\*Property is listed for the 06/23/2010 Sheriff Sale.\*\***

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

Very truly yours,

**Phelan Hallinan & Schmieg, LLP**

By:

Michael D. Gardner, Legal Assistant

cc: Sheriff of COLUMBIA County

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC  
Plaintiff,

v.

STEPHEN J. LEVAN  
AMY L. LEVAN A/K/A AMY LYN LEVAN  
Defendant(s)

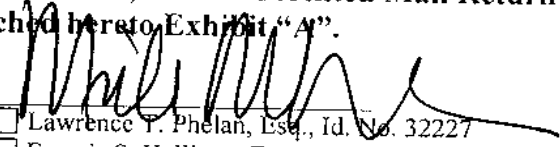
COLUMBIA COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
No. 2009-CV-1812

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

Date: 5/24/10

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

<b>GMAC MORTGAGE, LLC</b>	:	<b>COURT OF COMMON PLEAS</b>
Plaintiff	:	
	:	<b>CIVIL DIVISION</b>
<b>v.</b>	:	
	:	<b>NO. 2009-CV-1812</b>
<b>STEPHEN J. LEVAN</b>	:	
<b>AMY L. LEVAN A/K/A AMY LYN LEVAN</b>	:	<b>COLUMBIA COUNTY</b>
Defendant(s)	:	

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

**GMAC MORTGAGE, LLC**, Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502**.

- |    |   |  |
|----|---|--|
| 1. | Name and address of Owner(s) or reputed Owner(s):<br>Name   | Address (if address cannot be reasonably<br>ascertained, please so indicate)     |
|    | <b>STEPHEN J. LEVAN</b>   | <b>17361 CURITS AVENUE<br/>ROMOLAND, CA 92585</b>                                |
|    | <b>AMY L. LEVAN A/K/A AMY LYN LEVAN</b>   | <b>4184 ARCH DRIVE, APT 102<br/>STUDIO CITY, CA 91604</b>                        |
| 2. | Name and address of Defendant(s) in the judgment:<br>Name   | Address (if address cannot be reasonably<br>ascertained, please so indicate)     |
|    | <b>SAME AS ABOVE</b>  |  |
| 3. | Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:<br>Name | Address (if address cannot be<br>reasonably ascertained, please indicate)        |
|    | <b>FIRST SELECT CORPORATION</b>   | <b>4460 ROSEWOOD DRIVE<br/>PLEASANTON, CA 94588</b>                              |
|    | <b>FIRST SELECT CORPORATION c/o<br/>VALERIE ROSENBLUTH PARK, ESQ</b>  | <b>PARK LAW ASSOCIATES, PC<br/>25 EAST STATE STREET<br/>DOYLESTOWN, PA 18901</b> |
|    | <b>CACH, LLC.<br/>SUCCESSOR IN INTEREST TO<br/>FIA-BANK OF AMERICA IRU</b>  | <b>4040 SOUTH MONACO STREET<br/>2ND FLOOR<br/>DENVER, CO 80237</b>               |
|    | <b>CACH, LLC.<br/>SUCCESSOR IN INTEREST TO<br/>FIA-BANK OF AMERICA IRU<br/>C/O: REED JAMES DAVIS<br/>DAVIS DAVIS ATTORNEYS</b>  | <b>393 VANADIUM RD STE 300<br/>PITTSBURGH, PA 15243</b>                          |
| 4. | Name and address of last recorded holder of every mortgage of record:<br>Name   | Address (if address cannot be<br>reasonably ascertained, please indicate)        |
|    | <b>MERS INC</b>   | <b>3300 SW 34<sup>TH</sup> STREET, SUITE 101<br/>OCALA, FL 34474</b>             |
|    | <b>MERS AS A NOMINEE FOR<br/>CORINTHIAN MORTGAGE CORP.<br/>DBA SOUTHBANC MORTGAGE</b>   | <b>PO BOX 2026<br/>FLINT, MI 48501</b>   |

**CORINTHIAN MORTGAGE CORP.  
DBA SOUTHBANC MORTGAGE**

**13861 SUNRISE VALLEY DR, SUITE 100  
HERNDON, VA 20171**

**CORINTHIAN MORTGAGE CORPORATION**

**118 JEFFERSON STREET  
HUNTSVILLE, AL 35801**

5. Name and address of every other person who has any record lien on the property:  
Name Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.  
Name Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:  
Name Address (if address cannot be  
reasonably ascertained, please indicate)

**TENANT/OCCUPANT**

**1601 SPRING GARDEN AVENUE  
BERWICK, PA 18603-2502**

**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**

**United States Internal Revenue  
Special Procedures Branch  
Federated Investors Tower**

**13th Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222**

**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**

**MERS AS A NOMINEE FOR  
CITIMORTGAGE, INC**

**PO BOX 2026  
FLINT, MI 48501**

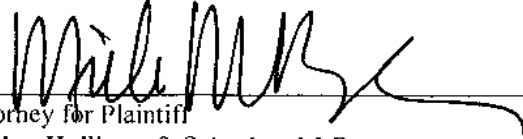
**CITIMORTGAGE, INC**

**100 TECHNOLOGY DRIVE, MS 321  
O'FALLON, MO 63368**

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

DATE:

5/24/10

By:   
Attorney for Plaintiff

**Phelan Hallinan & Schmieg, LLP**

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☒ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ 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

Name and  
Address  
Of Sender

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



JSC  
JOT/PHS-

SALE

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	****	TENANT/OCCUPANT 1601 SPRING GARDEN AVENUE BERWICK, PA 18603-2502		
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	****	United States Internal Revenue Special Procedures Branch Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue 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				
7				
8				
9				
10				
11				
12				
13				
14				
15		RE: STEPHEN J. LEVAN (COLUMBIA) TEAM 3 PHS# 217128	1 of 2	
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 R9000, S913 and S921 for limitations of coverage.



Name and  
Address  
Of Sender

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



JSL  
JOT#05-

SALE

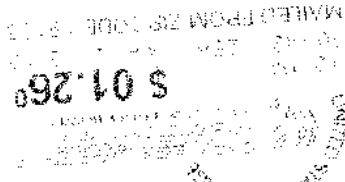
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	****	MERS INC 3300 SW 34 <sup>TH</sup> STREET, SUITE 101 OCALA, FL 34474		
2	****	MERS AS A NOMINEE FOR CORINTHIAN MORTGAGE CORP. DBA SOUTHBANC MORTGAGE PO BOX 2026 FLINT, MI 48501		
3	****	CORINTHIAN MORTGAGE CORP. DBA SOUTHBANC MORTGAGE 13861 SUNRISE VALLEY DR, SUITE 100 HERNDON, VA 20171		
4	****	MERS AS A NOMINEE FOR CITIMORTGAGE, INC PO BOX 2026 FLINT, MI 48501		
5	****	CITIMORTGAGE, INC 100 TECHNOLOGY DRIVE, MS 321 O'FALLON, MO 63368		
6	****	FIRST SELECT CORPORATION 4460 ROSEWOOD DRIVE PLEASANTON, CA 94588		
7	****	FIRST SELECT CORPORATION c/o VALERIE ROSENBLUTH PARK, ESQ PARK LAW ASSOCIATES, PC 25 EAST STATE STREET DOYLESTOWN, PA 18901		
8	****			
9	****			
10	****			
11	****			
12	****			
13	****			
14	****			
15	****	RE: STEPHEN J. LEVAN (COLUMBIA) TEAM 3 PHS# 217128	382	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, For (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 negotiable 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.

Name and  
Address  
Of Sender

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

MDG/TEAM 5- 6/23/10 SALE

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1	****	CACH, LLC. SUCCESSOR IN INTEREST TO FIA-BANK OF AMERICA IRU 4040 SOUTH MONACO STREET 2ND FLOOR DENVER, CO 80237	
2	****	CACH, LLC. SUCCESSOR IN INTEREST TO FIA-BANK OF AMERICA IRU C/O: REED JAMES DAVIS DAVIS DAVIS ATTORNEYS 393 VANADIUM RD STE 300 PITTSBURGH, PA 15243	
3	****	CORINTHIAN MORTGAGE CORPORATION 118 JEFFERSON STREET HUNTSVILLE, AL 35801	
4	****		
5	****		
6	****		
7	****		
8	****		
9	****		
10	****		
15	****	RE: STEPHEN J. LEVAN (COLUMBIA) TEAM 3 PHS# 217128	



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 R9005 S913 and S921 for limitations of coverage.
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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.

GMAC MORTGAGE LLC

VS.

STEPHEN & AMY LEVAN

WRIT OF EXECUTION #55 OF 2010 ED

POSTING OF PROPERTY

MAY 19, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF STEPHEN & AMY LEVAN AT 1601 SPRING GARDEN AVE. BERWICK  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF PAUL D'ANGELO.

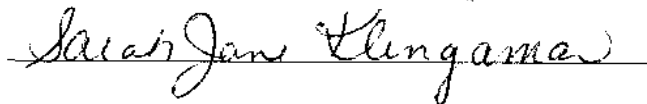
SO ANSWERS:

  
DEPUTY SHERIFF

  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

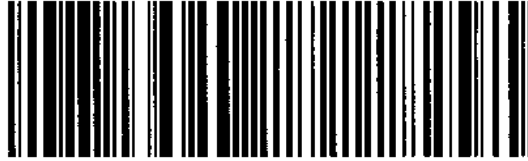
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19<sup>TH</sup> DAY OF MAY 2010



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

Columbia County Sheriff  
Tim Chamberlain  
35 W Main St  
PO BOX 380  
BLOOMSBURG PA 17815



91 7192 4291 0010 0000 0921

FIRST SELECT CORPORATION  
4460 ROSEWOOD DRIVE  
PLEASANTON CA 94588

55ED2010

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 789-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(717) 784-6300

Thursday, April 15, 2010

**FIRST SELECT CORPORATION  
4460 ROSEWOOD DRIVE  
PLEASANTON, CA 94588-**

**GMAC MORTGAGE, LLC  
VS  
STEPHEN J. LEVAN  
AMY L. LEVAN AKA AMY LYN LEVAN**

**DOCKET # 55ED2010**

**JD # 1812JD2009**

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain  
Sheriff of Columbia County

GMAC MORTGAGE, LLC

: COURT OF COMMON PLEAS  
:  
Plaintiff : CIVIL DIVISION

vs.

: NO. 2009-CV-1812

STEPHEN J. LEVAN

: 55ED2010

AMY L. LEVAN A/K/A AMY LYN LEVAN

: COLUMBIA COUNTY

Defendant(s) :

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

TO: STEPHEN J. LEVAN  
17361 CURITS AVENUE  
ROMOLAND, CA 92585

AMY L. LEVAN A/K/A AMY LYN LEVAN  
4184 ARCH DRIVE, APT 102  
STUDIO CITY, CA 91604

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

Your house (real estate) at 1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502 is scheduled to be sold at the Sheriff's Sale on June 23, 2010 at 9:00 AM in the **Office of the Sheriff, Columbia County Courthouse, 35 West Main Street, Bloomsburg, PA 17815** to enforce the court judgment of **\$95,548.42** obtained by **GMAC MORTGAGE, LLC** (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

**NOTICE OF OWNER'S RIGHTS**

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

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

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

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

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling **215-563-7000**.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 215-563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the sheriff and will be made available for inspection in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the proposed schedule.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

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

**LEGAL DESCRIPTION**

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwesterly corner of Eaton Street and Spring Garden Avenue; THENCE in a Westerly direction along Spring Garden Avenue, 90 feet to the corner of Lot No. 64; THENCE in a Northerly direction along Lot No. 64, 170 feet, more or less, to a 15 foot alley; THENCE in an Easterly direction along said alley 90 feet to Eaton Street; THENCE along Eaton Street in a Southerly direction 170 feet, more or less, to Spring Garden Avenue, the place of BEGINNING.

Being Lot Nos. 65 and 66 in Berwick Land and Improvement Company's Addition to the Borough of Berwick, formerly West Berwick.

TITLE TO SAID PREMISES IS VESTED IN Stephen J. Levan and Amy Lyn Levan, h/w, by Deed from Micheal A. Barton and Aimee S. Barton, h/w, dated 07/31/2002, recorded 08/02/2002 in Instrument Number 200209123.

Premises being: 1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502

Tax Parcel # 04D-05-071,000



**SHORT DESCRIPTION**

**By virtue of a Writ of Execution NO. 2009-CV-1812**

**GMAC MORTGAGE, LLC**

**vs.**

**STEPHEN J. LEVAN**

**AMY L. LEVAN A/K/A AMY LYN LEVAN**

**owner(s) of property situate in the BOROUGH OF BERWICK, Columbia County,  
Pennsylvania, being**

**(Municipality)**

**1601 SPRING GARDEN AVENUE, BERWICK, PA 18603-2502**

**Parcel No. 04D-05-071,000**

**(Acreage or street address)**

**Improvements thereon: RESIDENTIAL DWELLING**

**JUDGMENT AMOUNT: \$95,548.42**

**Attorneys for Plaintiff**

**Phelan Hallinan & Schmieg, LLP**

Columbia County Sheriff  
Tim Chamberlain  
35 W Main St  
PO BOX 380  
BLOOMSBURG PA 17815



91 7192 4291 0010 0000 0907

STEPHEN LEVAN  
17361 CURTIS AVENUE  
ROMOLAND CA 92585

55ED2010