

COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Wells Fargo VS Nicholas Demonte

NO. 63-14 ED NO. 1624-13 JD

DATE/TIME OF SALE: JULY 16, 2014 9:00 AM

BID PRICE (INCLUDES COST) \$ 110000.00 (1905.62)

POUNDAGE - 2% OF BID \$ 2200.00

TRANSFER TAX - 2% OF FAIR MKT \$

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 4355.62

PURCHASER(S): [Signature]

ADDRESS:

NAMES(S) ON DEED:

PURCHASER(S) SIGNATURE(S):

TOTAL DUE: \$ 4355.62

LESS DEPOSIT: \$ 1556.00

DOWN PAYMENT: \$

TOTAL DUE IN 8 DAYS \$ 3003.62

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

Plaintiff
WELLS FARGO

vs.

Defendant
NICHOLAS A DAMANTE

Attorney for the Plaintiff:

PHELAN & HALLINAN LLP
ONE PENN CENTER AT SUBURAN STATION
SUITE 1400 1617 JFK BLVD
PHILADELPHIA, PA 19103-1814

Sheriff's Sale Date: Wednesday, July 16, 2014

Writ of Execution No. : 2013CV1624

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 1353 RIDGE ROAD, STILLWATER, PA 17878

Sheriff Costs

| | |
|---------------------------------|------------|
| Advertising Sale (Newspaper) | \$15.00 |
| Advertising Sale Bills & Copies | \$17.50 |
| Crying Sale | \$10.00 |
| Docketing | \$15.00 |
| Levy | \$15.00 |
| Mailing Costs | \$24.00 |
| Posting Handbill | \$15.00 |
| Press Enterprise Inc. | \$1,087.62 |
| Prothonotary, Acknowledge Deed | \$10.00 |
| Sheriff Automation Fund | \$50.00 |
| Sheriff's Deed | \$35.00 |
| Solicitor Services | \$75.00 |
| Transfer Tax Form | \$25.00 |
| Web Posting | \$100.00 |
| Service | \$165.00 |
| Service Mileage | \$16.00 |
| Distribution Form | \$25.00 |
| Copies | \$5.50 |
| Notary Fee | \$10.00 |
| Tax Claim Search | \$5.00 |
| Surcharge | \$120.00 |

Total Sheriff Costs **\$1,840.62**

Distribution Costs

| | |
|----------------|---------|
| Recording Fees | \$65.00 |
|----------------|---------|

Total Distribution Costs **\$65.00**

Grand Total: **\$1,905.62**

Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

Columbia County Sheriff, Bloomsburg, Pennsylvania, 17815, (570) 389-5622, (570)-389-5625 (fax)

© Columbia County Sheriff, York, PA 17403



1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000
Fax #: 215-568-7616
clore.brown@phelanhallinan.com

Clore Brown
Legal Assistant, Ext. 7763

August 5, 2014

Office of the Sheriff
COLUMBIA County Courthouse
PO Box 380
W. Main Street
Bloomsburg, PA 17815

Re: NICHOLAS A. DAMANTE
1353 RIDGE ROAD, STILLWATER, PA 17878-9402
2013-CV-1624

Dear Sir or Madam:

Please assign the bid on the above captioned property, which was knocked down to the law firm of Phelan Hallinan, LLP as "attorney-on-the-writ," please prepare the Sheriff's Deed to **WELLS FARGO BANK, N.A.**, 3476 STATEVIEW BOULEVARD, FORT MILL, SC 29715.

Enclosed are two (2) transfer tax affidavits reflecting the assignment, and a stamped self-addressed envelope for your convenience.

Thank you in advance for your cooperation in this matter.

Very truly yours,

Clore Brown
For Phelan Hallinan, LLP

cc: WELLS FARGO BANK, N.A.

PH # 933318



1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000
Fax #: 215-568-7616
clore.brown@phelanhallinan.com

Clore Brown
Legal Assistant, Ext. 7763

August 5, 2014

Office of the Sheriff
COLUMBIA County Courthouse
PO Box 380
W. Main Street
Bloomsburg, PA 17815

Re: NICHOLAS A. DAMANTE
1353 RIDGE ROAD, STILLWATER, PA 17878-9402
2013-CV-1624

Dear Sir or Madam:

Please assign the bid on the above captioned property, which was knocked down to the law firm of Phelan Hallinan, LLP as "attorney-on-the-writ," please prepare the Sheriff's Deed to **WELLS FARGO BANK, N.A.**, 3476 STATEVIEW BOULEVARD, FORT MILL, SC 29715.

Enclosed are two (2) transfer tax affidavits reflecting the assignment, and a stamped self-addressed envelope for your convenience.

Thank you in advance for your cooperation in this matter.

Very truly yours,

Clore Brown
For Phelan Hallinan, LLP

cc: WELLS FARGO BANK, N.A.

PH # 933318

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name

Phelan Hallinan, LLP

Telephone Number

Area Code 215-563-7000

Street Address

1617 JFK Boulevard, Suite 1400
One Penn Center Plaza

City

Philadelphia

State

PA

Zip Code

19103

B. TRANSFER DATA

Grantor(s)/Lessor(s)

Timothy Chamberlain

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)

WELLS FARGO BANK, N.A.

Street Address

PO Box 380, W. Main Street

Street Address

3476 STATEVIEW BOULEVARD

City

Bloomsburg

State

PA

Zip Code

17815

City

FORT MILL

State

SC

Zip Code

29715

D. REAL ESTATE LOCATION

Street Address

1353 RIDGE ROAD, STILLWATER, PA 17878-9402

City, Township, Borough

FISHING CREEK TOWNSHIP

County

COLUMBIA

School District

BENTON AREA SCHOOL DISTRICT

Tax Parcel Number

15 18 00107000

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

1. Actual Cash Consideration

\$110,000.00 (winning bid)

2. Other Consideration

+ -0-

3. Total Consideration

= \$110,000.00

4. County Assessed Value

\$68,569.00

5. Common Level Ratio Factor

x 3.61

6. Fair Market Value

= \$247,534.09

F. EXEMPTION DATA

1a. Amount of Exemption Claimed

100%

1b. Percentage of Grantor's Interest in Real Estate

100%

1b. Percentage of Grantor's Interest in Real Estate

100%

Check Appropriate Box Below for Exemption Claimed.



Will or intestate succession

(Name of Decedent)

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.)



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



Transfer from mortgagor to a holder of a mortgage in default.

(Attach copy of mortgage and note/assignment)



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



Statutory corporate consolidation, merge, or division (Attach copy of articles)



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

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

Signature of Correspondent or Responsible Party

Clore Brown

Date

8-14-2014

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

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

| | |
|---|---|
| Name Phelan Hallinan, LLP | Telephone Number Area Code 215-563-7000 |
| Street Address 1617 JFK Boulevard, Suite 1400 One Penn Center Plaza | City State Zip Code Philadelphia PA 19103 |

B. TRANSFER DATA

Grantor(s)/Lessor(s)
Timothy Chamberlain

Street Address
PO Box 380, W. Main Street

City State Zip Code
Bloomsburg PA 17815

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)
WELLS FARGO BANK, N.A.

Street Address
3476 STATEVIEW BOULEVARD

City State Zip Code
FORT MILL SC 29715

D. REAL ESTATE LOCATION

Street Address
1353 RIDGE ROAD, STILLWATER, PA 17878-9402

City, Township, Borough
FISHING CREEK TOWNSHIP

| | | |
|---------------------------|---|--|
| County COLUMBIA | School District BENTON AREA SCHOOL DISTRICT | Tax Parcel Number 15 18 00107000 |
|---------------------------|---|--|

E. VALUATION DATA – WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION?

| | | |
|---|---|---|
| 1. Actual Cash Consideration \$110,000.00 (winning bid) | 2. Other Consideration + -0- | 3. Total Consideration = \$110,000.00 |
| 4. County Assessed Value \$68,569.00 | 5. Common Level Ratio Factor x 3.61 | 6. Fair Market Value = \$247,534.09 |

F. EXEMPTION DATA

| | | |
|--|--|--|
| 1a. Amount of Exemption Claimed 100% | 1b. Percentage of Grantor's Interest in Real Estate 100% | 1b. Percentage of Grantor's Interest in Real Estate 100% |
|--|--|--|

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession _____ (Name of Decedent) 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.)
- ☐ Transfer to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
(If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default.
(Attach copy of mortgage and note/assignment)
- ☐ Corrective confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed)
- ☐ Statutory corporate consolidation, merge, or division (Attach copy of articles)
- ☐ *Other (Please explain exemption claimed, if other than listed above.)

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

| | |
|---|--------------------------|
| Signature of Correspondent or Responsible Party Clare Brown | Date 8-14-2014 |
|---|--------------------------|

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

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

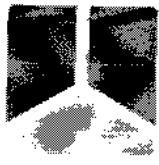
BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Deed from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.

Tax Parcel: 15 18 00107000

Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402



Phelan
Hallinan

Representing Landlords in Pennsylvania

1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000
Fax #: 215-568-7616
Kinyon.Lanier @phelanhallinan.com

Kinyon Lanier
Legal Assistant, Ext. 1409

October 6, 2014

Office of the Sheriff
COLUMBIA County Courthouse
PO Box 380
W. Main Street
Bloomsburg, PA 17815

Re: NICHOLAS A. DAMANTE
1353 RIDGE ROAD
STILLWATER, PA 17878-9402
2013-CV-1624

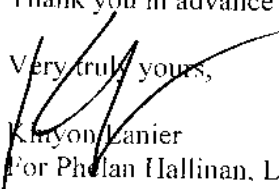
Dear Sir or Madam:

Please assign the bid on the above captioned property, which was knocked down to the law firm of Phelan Hallinan, LLP as "attorney-on-the-writ," please prepare the Sheriff's Deed to **WELLS FARGO BANK, N.A.**, 3476 STATEVIEW BOULEVARD, FORT MILL, SC 29715.

Enclosed are two (2) transfer tax affidavits reflecting the assignment, and a stamped self-addressed envelope for your convenience.

Thank you in advance for your cooperation in this matter.

Very truly yours,


Kinyon Lanier
For Phelan Hallinan, LLP

cc: WELLS FARGO BANK, N.A.

P11# 933318

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name **Phelan Hallinan, LLP** Telephone Number **Area Code 215-563-7000**

Street Address **1617 JFK Boulevard, Suite 1400** City **Philadelphia** State **PA** Zip Code **19103**
One Penn Center Plaza

B. TRANSFER DATA

Grantor(s)/Lessor(s)
Timothy Chamberlain

Street Address **PO Box 380, W. Main Street**
City **Bloomsburg** State **PA** Zip Code **17815**

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)
WELLS FARGO BANK, N.A.

Street Address **3476 STATEVIEW BOULEVARD**
City **FORT MILL** State **SC** Zip Code **29715**

D. REAL ESTATE LOCATION

Street Address **1353 RIDGE ROAD, STILLWATER, PA 17878-9402** City, Township, Borough **FISHING CREEK TOWNSHIP**

County **COLUMBIA** School District **BENTON AREA** Tax Parcel Number **15 18 00107000**

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

| | | |
|---|---|---|
| 1. Actual Cash Consideration \$110,000.00 (winning bid) | 2. Other Consideration + -0- | 3. Total Consideration = \$110,000.00 |
| 4. County Assessed Value \$68,569.00 | 5. Common Level Ratio Factor x 3.61 | 6. Fair Market Value = \$247,534.09 |

F. EXEMPTION DATA

| | | |
|--|--|--|
| 1a. Amount of Exemption Claimed 100% | 1b. Percentage of Grantor's Interest in Real Estate 100% | 1c. Percentage of Grantor's Interest in Real Estate 100% |
|--|--|--|

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession (Name of Decedent) _____ 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.)
- ☐ Transfer to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
(If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default
(Attach copy of mortgage and note/assignment)
- ☐ Corrective confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merge, or division (Attach copy of articles)
- ☐ *Other (Please explain exemption claimed, if other than listed above)

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

Signature of Correspondent or Responsible Party

Kinyon Lanier

Date

10/14/14

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

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

A. CORRESPONDENT All inquires may be directed to the following person:

Name

Telephone Number

Phelan Hallinan, LLP

Area Code 215-563-7000

Street Address

City

State

Zip Code

1617 JFK Boulevard, Suite 1400

Philadelphia

PA

19103

One Penn Center Plaza

B. TRANSFER DATA

Grantor(s)/Lessor(s)

Timothy Chamberlain

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)

WELLS FARGO BANK, N.A.

Street Address

Street Address

PO Box 380, W. Main Street

3476 STATEVIEW BOULEVARD

City

State

Zip Code

City

State

Zip Code

Bloomsburg

PA

17815

FORT MILL

SC

29715

D. REAL ESTATE LOCATION

Street Address

City, Township, Borough

1353 RIDGE ROAD, STILLWATER, PA 17878-9402

FISHING CREEK TOWNSHIP

County

School District

Tax Parcel Number

COLUMBIA

BENTON AREA

15 18 00107000

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

1. Actual Cash Consideration

2. Other Consideration

3. Total Consideration

\$110,000.00 (winning bid)

-0-

= \$110,000.00

4. County Assessed Value

5. Common Level Ratio Factor

6. Fair Market Value

\$68,569.00

x 3.61

= \$247,534.09

F. EXEMPTION DATA

1a. Amount of Exemption Claimed

1b. Percentage of Grantor's Interest in Real Estate

1b. Percentage of Grantor's Interest in Real Estate

100%

100%

100%

Check Appropriate Box Below for Exemption Claimed.



Will or intestate succession

(Name of Decedent)

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.)



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



Transfer from mortgagor to a holder of a mortgage in default.

(Attach copy of mortgage and note/assignment)



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



Statutory corporate consolidation, merge, or division (Attach copy of articles)



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

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

Signature of Correspondent or Responsible Party

Kinyon Lanier

Date

10/14/14

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

Prepared By:
WELLS FARGO BANK, N.A.

179 SULLY'S TRAIL, SUITE 100,
PITTSFORD, NY 145340000

Return To:
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET
DES MOINES, IA 50309-4600

Parcel Number:

Premises:
1353 RIDGE ROAD
STILLWATER

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
441-9356620 703

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 02, 2009
The Mortgagor is NICHOLAS A DAMANTE, A MARRIED PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.
WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and
whose address is P.O. BOX 11701, NEWARK, NJ 071014701

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED NINETY SIX AND 00/100
Dollars (U.S. \$ *****194,596.00).

NMFL #0642 (PAFM) Rev 4/24/2006

FHA Pennsylvania Mortgage - 4/96
VMP 4R(PA) (C508)

VMP Mortgage Solutions, Inc

Page 1 of 9

Initials

ND

NAD



This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 01, 2039**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the Lender the following described property located in **COLUMBIA**

County, Pennsylvania:

****SEE ATTACHED**

which has the address of **1353 RIDGE ROAD**
STILLWATER

(City), Pennsylvania **17878**

[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 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the

Initials

UAD

annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure

proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16,

Initials: NAD

"Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. 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.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

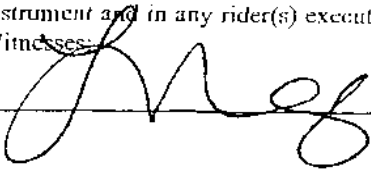
22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. 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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

☐ Condominium Rider ☐ Growing Equity Rider ☐ Other [specify]
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:




NICHOLAS A DAMANTE (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Exhibit A

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

WAD

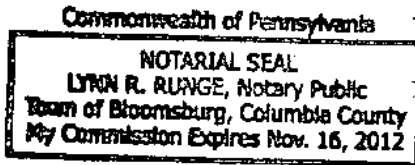
COMMONWEALTH OF PENNSYLVANIA,

On this, 2ND day of OCTOBER 2009
personally appeared NICHOLAS A DAMANTE

Columbia County ss:
, before me, the undersigned officer,

known to me (or satisfactorily proven) to be the
person(s) whose name 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:



[Signature]
NOTARY PUBLIC
Title of Officer

Certificate of Residence

I, Lynn R. Runge, do hereby certify that the correct address of
the within-named Lender is P.O. BOX 11701, NEWARK, NJ 071014701

Witness my hand this 2ND day of OCTOBER 2009

[Signature]
XXXXXX



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

Instrument Number - 200909448
Recorded On 10/5/2009 At 1:41:23 PM

* Total Pages - 11

* Instrument Type - MORTGAGE
Invoice Number - 137309
* Mortgagor - DAMANTE, NICHOLAS A
* Mortgagee - WELLS FARGO BANK
User - TSA

* FEES

| | |
|-------------------------|---------|
| STATE WRIT TAX | \$0.50 |
| JCS/ACCESS TO JUSTICE | \$10.00 |
| AFFORDABLE HOUSING | \$25.00 |
| RECORDING FEES - | \$25.00 |
| RECORDER | |
| RECORDER IMPROVEMENT | \$3.00 |
| FUND | |
| COUNTY IMPROVEMENT FUND | \$2.00 |
| TOTAL PAID | \$65.50 |

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX MULTI COUNTY

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.

MULTI COUNTY LAND ABSTRACT COMPANY

21 East Main Street
Bloomsburg, PA 17815
Telephone: 570-784-4880 Fax: 570-784-4888

October 12, 2009

WFHM FINAL DOCS X2599-024
405 SW 5TH STREET
DES MOINES IA 50309-4600

RE: Loan No.:
Property: **1353 RIDGE ROAD**
STILLWATER, PA 17878
Our File No.: **11,806**
Closing Date: **February 1, 2009**

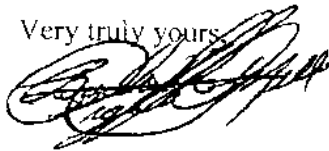
To Whom It May Concern:

Enclosed are documents marked below:

- ☒ Loan Policy No. 107073592PAI., along with any endorsements,
insuring WELLS FARGO BANK, N.A., in the amount of
\$194,596.00
- ☒ Original Mortgage and Assignments (if any)

If you have any questions concerning this matter, please feel free to contact our office.

Very truly yours,



Lynn R. Runge
Barbara J. Rightnour-Miller

LRR/BJRM/dlc

Enclosures

*RECORD OWNER AND
LIEN CERTIFICATE*

First American Title Insurance Company

Harding, Hill & Turowski, LLP

Elwood R. Harding, Jr., Agent

No. 2014 – 004

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN
CERTIFICATE NO. 2014 – 004

Subject to the encumbrance and claims as follows:

TAXES: Account No 15-18-001-07 2014 school taxes have not been paid
Assessment \$68,569.

Lienable Water and Sewer Rents and/or charges by Municipalities – None

Mechanics and Municipal Claims – None

Mortgages: 1) Nicholas A. Damante to Wells Fargo Bank, N. A.
Dated: October 2, 2009
Instrument No. 200909448
\$194,596.00

Complaint in Mortgage Foreclosure filed on December 4, 2013, to #1624 MF- 2013
Defendant served by process server on February 28, 2014
Judgment in Mortgage Foreclosure filed April 10, 2014
Writ of Execution 63– ED- 2014 filed April 10, 2014 served by personal service at courthouse on
June 30, 2014

Judgments – None

Bankruptcies: None of record in Columbia County

Exceptions: None

NOTE: The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until this Certificate is converted into a Title Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or removal of items and exceptions will not be made on this Certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

FIRST AMERICAN TITLE INSURANCE COMPANY

Record Owner and Lien Certificate

Order No. 2014 - 004 Effective Date: July 16, 2014

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as a abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Dollars unless otherwise endorsed hereon.

.....

Legal Description –

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665; and Legislative Route No. 19096; thence along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; thence along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 seconds West, 213.47 feet to a railroad spike; thence along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; thence along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; thence along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of Beginning.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

Phelean Hallinan, LLP
One Penn Center Ste 1400
Philadelphia, PA 19103

TD Bank, NA
3-180/360

001471462


PAY THREE THOUSAND FIVE AND 62 / 100 Dollars

DATE
11/6/2014

AMOUNT
*****\$3,005.62

TO THE
ORDER
OF Sheriff of Columbia County
35 W Main Street
Bloomsburg, PA 17815

DXB 19333181 1353 RIDGE ROAD (2013-CV-1624)


AUTHORIZED SIGNATURE

⑈001471462⑈ ⑆035001808⑆ 351508555⑈

SHERIFF'S SALE COST SHEET

VS. _____
 NO. _____ ED NO. _____ JD DATE/TIME OF SALE _____

| | | |
|---------------------------------|------------------|------------------|
| DOCKET/RETURN | \$15.00 | |
| SERVICE PER DEF. | \$ <u>165.00</u> | |
| LEVY (PER PARCEL | \$15.00 | |
| MAILING COSTS | \$ <u>24.00</u> | |
| ADVERTISING SALE BILLS & COPIES | \$17.50 | |
| ADVERTISING SALE (NEWSPAPER) | \$15.00 | |
| MILEAGE | \$ <u>16.00</u> | |
| POSTING HANDBILL | \$15.00 | |
| CRYING/ADJOURN SALE | \$10.00 | |
| SHERIFF'S DEED | \$35.00 | |
| TRANSFER TAX FORM | \$25.00 | |
| DISTRIBUTION FORM | \$25.00 | |
| COPIES | \$ <u>5.50</u> | |
| NOTARY | \$ <u>10.00</u> | |
| TOTAL ***** | | \$ <u>393.00</u> |

| | | |
|-----------------------|-------------------|-------------------|
| WEB POSTING | \$150.00 | |
| PRESS ENTERPRISE INC. | \$ <u>1087.62</u> | |
| SOLICITOR'S SERVICES | \$75.00 | |
| TOTAL ***** | | \$ <u>1312.62</u> |

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

REAL ESTATE TAXES:

| | | |
|--------------------|----|----------------|
| BORO, TWP & COUNTY | 20 | \$ _____ |
| SCHOOL DIST. | 20 | \$ _____ |
| DELINQUENT | 20 | \$ <u>5.00</u> |
| TOTAL ***** | | \$ <u>5.00</u> |

MUNICIPAL FEES DUE:

| | | |
|-------------|----|----------------|
| SEWER | 20 | \$ _____ |
| WATER | 20 | \$ _____ |
| TOTAL ***** | | \$ <u>0.00</u> |

| | | |
|----------------------|----------|------------------|
| SURCHARGE FEE (DSTE) | | \$ <u>120.00</u> |
| MISC. _____ | \$ _____ | |
| _____ | \$ _____ | |
| TOTAL ***** | | \$ <u>0.00</u> |

TOTAL COSTS (OPENING BID) \$1895.62

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SHERIFF'S RETURN OF SERVICE

05/01/2014 08:12 AM - DEPUTY SCOTT MAYERNICK, BEING DULY SWORN ACCORDING TO LAW, ATTEMPTED SERVICE TO THE DEFENDANT, TO WIT: NICHOLAS A DAMANTE AT 1353 RIDGE ROAD, STILLWATER, PA 17878. THE DEFENDANT WAS FOUND TO HAVE MOVED. LIVES IN NEW YORK CITY. PHONE # 917-620-2752.


SCOTT MAYERNICK, DEPUTY

06/30/2014 01:18 PM - SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: NICHOLAS A DAMANTE AT THE COLUMBIA COUNTY SHERIFF'S OFFICE, P.O. BOX 380, BLOOMSBURG, PA 17815.


RAYMOND TONKINSON, DEPUTY

SO ANSWERS,

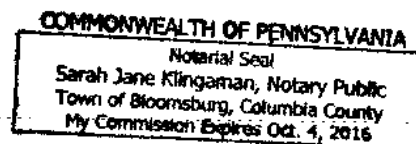

TIMOTHY T. CHAMBERLAIN, SHERIFF

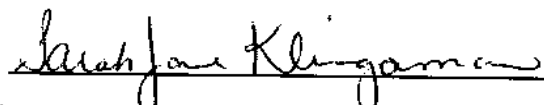
June 30, 2014

NOTARY

Affirmed and subscribed to before me this

30TH day of JUNE, 2014





· PHELAN & HALLINAN LLP, ONE PENN CENTER AT SUBURAN STATION, SUITE 1400 1617 JFK BLVD, PHILADELPHIA

notary.com/State/Notary/NotaryPublic

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



*in hall
w/ cast on
leg*

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: NICHOLAS A DAMANTE

Primary Address: 1353 RIDGE ROAD
STILLWATER, PA 17878

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: *Nicholas Damante*

Relation: *Def*

Date: *6-30-14*

Time: *1318*

Deputy: *7*

Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

| | | | | | |
|----------|--|--|--|--|--|
| Date: | | | | | |
| Time: | | | | | |
| Mileage: | | | | | |
| Deputy: | | | | | |

Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

DAMANTE, NICHOLAS A

2013CV1624

1353 RIDGE ROAD, STILLWATER, PA 17878

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SHERIFF'S RETURN OF SERVICE

05/01/2014 08:12 AM - DEPUTY SCOTT MAYERNICK, BEING DULY SWORN ACCORDING TO LAW, ATTEMPTED SERVICE TO THE DEFENDANT, TO WIT: NICHOLAS A DAMANTE AT 1353 RIDGE ROAD, STILLWATER, PA 17878. THE DEFENDANT WAS FOUND TO HAVE MOVED. LIVES IN NEW YORK CITY. PHONE # 917-620-2752.


SCOTT MAYERNICK, DEPUTY

SO ANSWERS,


TIMOTHY T. CHAMBERLAIN, SHERIFF

May 01, 2014

NOTARY

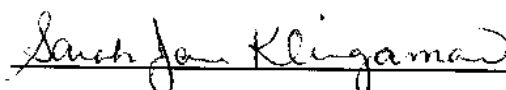
Affirmed and subscribed to before me this

1ST day of MAY, 2014

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sarah Jane Klingaman, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Oct. 4, 2016



· PHELAN & HALLINAN LLP, ONE PENN CENTER AT SUBURBAN STATION, SUITE 1400 1617 JFK BLVD, PHILADELPHIA

PA County Code Book 111 - 1-1-2012, Inc.

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: NICHOLAS A DAMANTE

Primary Address: 1353 RIDGE ROAD
STILLWATER, PA 17878

Phone: DOB:

Alternate Address:

Phone: 917 620 2752

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

5-1-14

Time:

08:12

Deputy:

3

Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

| | | | | | | |
|----------|---------|---------|--|--|--|--|
| Date: | 4-11-14 | 4-14-14 | | | | |
| Time: | 1208 | 1250 | | | | |
| Mileage: | | | | | | |
| Deputy: | 2 | 16 | | | | |

Service Attempt Notes:

1. L/C IN NEW YORK CITY

- 2.
- 3.
- 4.
- 5.
- 6.

17 Seacrest lane

New Address

Staten Island, NY 10307

DAMANTE, NICHOLAS A

2013CV1624

1353 RIDGE ROAD, STILLWATER, PA 17878

NO EXPIRATION

COUNTY OF COLUMBIA
TAX CLAIM BUREAU
PO BOX 380
BLOOMSBURG PA 17815

Date: 05/20/2014

REAL ESTATE TAX CERTIFICATION

Fee: \$5.00

Cert. NO: 18357

DAMANTE NICHOLAS A
1353 RIDGE ROAD
STILLWATER PA 17878

District: FISHING CREEK TWP
Deed: 20090 -9447
Location: 1353 RIDGE RD
Parcel Id:15 -18 -001-07,000

Assessment: 68,569
Balances as of 05/20/2014

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

NO TAX CLAIM TAXES DUE

By: Columbia County Sheriff Per: AS

Phelan Hallinan, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103
215-563-7000
Main Fax 215-568-7616

David A. Blakesley
Legal Assistant

Representing Lenders in
Pennsylvania

OFFICE OF THE SHERIFF
COLUMBIA COUNTY COURTHOUSE

Re: WELLS FARGO BANK, N.A.
vs. NICHOLAS A. DAMANTE
No.: 2013-CV-1624

Dear Sir/Madame:

Enclosed is an Affidavit of Service for the above captioned matter for filing with your office. We have forwarded copies of same to the sheriff.

Thank you for your cooperation.

Sincerely,

David A. Blakesley
cc: Prothonotary of COLUMBIA County

PHELAN HALLINAN, LLP
Attorney for Plaintiff
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

WELLS FARGO BANK, N.A.

Plaintiff

vs.

NICHOLAS A. DAMANTE

Defendant

:
:
: COLUMBIA COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2013-CV-1624
:

**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 NICHOLAS A. DAMANTE on 5/21/2014 in accordance with the Order of Court dated 2/2/2014. The property was posted on 2/28/2014.

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, LLP

DATE: 6/11/14

By: Adam H. Davis

Adam H. Davis, Esq., Id. No.203034
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.
Plaintiff

vs.

NICHOLAS A. DAMANTE
Defendant

Court of Common Pleas

Civil Division

COLUMBIA County

No. 2013-CV-1624

ATTORNEY FILE COPY
PLEASE RETURN

ORDER

AND NOW, this 2nd day of Feb., 2014, upon consideration of Plaintiff's motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and **DECREED**, that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint and of the Notice of Sheriff's Sale as authorized by Pa.RCP. 3129.2 (c)(1)(i)(C)*, on the above captioned Defendant, NICHOLAS A. DAMANTE, by:

1. Posting of the premises: 1353 RIDGE ROAD, STILLWATER, PA 17878-9402 by the Sheriff or a non-party competent adult; and
2. First class mail to NICHOLAS A. DAMANTE at the mortgaged premises located at 1353 RIDGE ROAD, STILLWATER, PA 17878-9402. Service by mail is complete upon the date of mailing.

It is further **ORDERED** and **DECREED** that counsel for Plaintiff is hereby directed to file a certificate of service with the Prothonotary's office to ensure compliance with this Court Order.

BY THE COURT:

1st Thomas A. James, Jr.
J.

*Prior to fulfilling the requirements of service of Notice of Sale as set forth in this Order, Plaintiff must first attempt service as set forth in Pa.RCP. 3129.2(c)(1)(i) (A) or (B). In the event this attempted service is not successful, Plaintiff may proceed with service of the Notice of Sale in conformity with this Order.

Name and
Address
of Sender

PHILAN HALLINAN & SCHMIEG
One Penn Center at Suburban, Suite 1400
Philadelphia, PA 19103

| Line | Article Number | Name of Addressee, Street, and Post Office Address | Postage |
|--|-------------------|---|---------------------------------------|
| 1 | **** | Nicholas A. Damante 1343 Ridge Road Stillwater, PA 17878-9401 | |
| 2 | **** | | |
| 3 | **** | | |
| 4 | **** | | |
| 5 | | | |
| 6 | **** | | |
| 7 | **** | | |
| 8 | **** | | |
| 9 | **** | | |
| 10 | **** | | |
| 11 | **** | | |
| 12 | **** | | |
| 13 | **** | | |
| 14 | | | |
| 15 | | RE: damante PB-94306 | |
| Total Number of Pieces (Count by Article) | | Total Number of Pieces (Count by Post Office) | Postmaster: Fee (Name of Post Office) |
| | | | COLUMBIA |

500179

SPL-CERTIFICATE OF MAILING-NOS
CODE-1028

AFFIDAVIT OF SERVICE – COLUMBIA SDK

PLEASE POST BY: 03/20/2014

| | |
|---|---|
| PLAINTIFF WELLS FARGO BANK, N.A. | COUNTY: COLUMBIA COURT NO. 2013-CV-1624 |
| DEFENDANT NICHOLAS A. DAMANTE SERVE AT: 1353 RIDGE ROAD, STILLWATER, PA 17878-9402 ***PLEASE POST THE PROPERTY*** ***IN ACCORDANCE WITH THE***** ***ATTACHED COURT ORDER***** | TYPE OF ACTION <input checked="" type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Eviction <input checked="" type="checkbox"/> Civil Action <input type="checkbox"/> Complaint on Promissory Note |

Served

Posted and made known NICHOLAS A. DAMANTE, Defendant on the 28th day of FEBRUARY, 2014
 at 3:45 o'clock, P. M., at 1353 RIDGE ROAD, STILLWATER, PA 17878-9402, in the manner described below:

- ☐ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
☐ Relationship is _____
☐ Adult in charge of Defendant's residence who refused to give name/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 office of said defendant company.
☒ Other: POSTED THE PROPERTY

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 a true and correct copy of the Complaint in Mortgage Foreclosure issued in the captioned case on the date and the address indicated above. I understand that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 2/28/14

NAME: Ronald Moll

PRINTED NAME: Ronald Moll

TITLE: Process Server

NOT SERVED

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

- ☐ Vacant ☐ Does Not Exist ☐ Moved ☐ Does Not Reside (Not Vacant)
☐ No Answer on _____ at _____; _____ at _____
☐ Service Refused

Other:

PH # 933318

76

5/54

Phelan Hallinan & Schmieg, LLP

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103-1814

215-320-0007

Fax: 215-563-7009

Judy Pomroy
Legal Assistant, Ext. 1630

Representing Lenders in
Pennsylvania and New Jersey

June 19, 2014

Office of the Sheriff
COLUMBIA County Courthouse

Dear Sir/Madame:

Enclosed are Affidavits of Service of Notice of Sale for filing with your office. We have forwarded copies of the same to the Prothonotary.

If you have any questions regarding this matter, please do not hesitate to contact this office. Thank you for your cooperation.

Sincerely,

Sue Moran
Enclosure

AFFIDAVIT OF SERVICE

PLAINTIFF
SANTANDER BANK, N.A.

COLUMBIA COUNTY

PH # 939452

DEFENDANT
CARL W. WATTS

SERVICE TEAM/hm
COURT NO.: 2014-CV-197

SERVE CARL W. WATTS AT:
3770 STATE ROUTE 42
MILLVILLE, PA 17846-9025

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: July 16, 2014

SERVED

Served and made known to CARL W. WATTS, Defendant on the 31ST day of MAY, 20 14 at 2:00 o'clock P. M., at 3770 STATE ROUTE 42, in the manner described below:

☒ Defendant personally served.

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

Relationship is _____.

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

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

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

☐ _____ an officer of said Defendant's company.

☐ Other: _____.

Description: Age 60 Height 5'-11" Weight 195 Race W Sex M Other WHITE HAIR

I, J. NEUBAUER, a competent adult, hereby verify 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. I understand that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 05-31-2014

NAME: John Neubauer

PRINTED NAME: JOHN NEUBAUER

TITLE: PROCESS SERVER

NOT SERVED

On the _____ day of _____, 20____, at _____ o'clock ____ M., I, _____, a competent adult hereby state that Defendant NOT FOUND because:

☐ Vacant ☐ Does Not Exist ☐ Moved ☐ Does Not Reside (Not Vacant)

☐ No Answer on 5-29-14 at 10:25A; _____ at _____

☐ Service Refused

Other: _____

I understand that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

BY: _____

PRINTED NAME: _____

ATTORNEY FOR PLAINTIFF

Phelan Hallinan, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
(215) 563-7000

21

6/6

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

Evan Steinman
Legal Assistant,

Timonthy Chamberlain
Acting Sheriff
PO Box 380
W. Main Street
Bloomsburg, PA 17815

Re: WELLS FARGO BANK, N.A. v. NICHOLAS A. DAMANTE et al.
No.: 2013-CV-1624

Dear Sir/Madam:

Enclosed please find a Certificate of Filing pursuant to Pa. R.C.P. 3129.3(b)(2)(i) regarding the above matter.

Kindly send me a time-stamped copy of the Certificate of Filing in the stamped self-addressed envelope, which I have enclosed.

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

****Property is listed for the 07/16/2014 Sheriff Sale.****

Very truly yours,

Phelan Hallinan, LLP

By:

Evan Steinman, Legal Assistant

CC: NICHOLAS A. DAMANTE

PHELAN HALLINAN, LLP
Michael Dingerdissen, Esq., Id. No.317124
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Michael.Dingerdissen@phelanhallinan.com
215-563-7000

Attorney for Plaintiff

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

WELLS FARGO BANK, N.A.
Plaintiff,

v.

NICHOLAS A. DAMANTE
Defendant(s)

:
:
:
:
:
:
:
:
:

CIVIL DIVISION

No.: 2013-CV-1624

CERTIFICATE OF FILING

On this date, I filed with the Prothonotary of COLUMBIA County a copy of the Notice of the Date of Continued Sheriff's Sale in the above-captioned matter.

Date: 6/19/14



Michael Dingerdissen, Esq., Id. No.317124
Attorney for Plaintiff

PHILAN HALLINAN, LLP
Michael Dingerdissen, Esq., Id. No.317124
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Michael.Dingerdissen@phclanhallinan.com
215-563-7000

Attorney for Plaintiff

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

WELLS FARGO BANK, N.A.
Plaintiff,

v.

NICHOLAS A. DAMANTE
Defendant(s)

CIVIL DIVISION


No.: 2013-CV-1624

NOTICE OF THE DATE OF CONTINUED SHERIFF'S SALE

The Sheriff's Sale scheduled for 06/11/2014 at 09:00 AM in the above-captioned matter has been continued until 07/16/2014 at 09:00 AM.

Date: _____

6/19/14



Michael Dingerdissen, Esq., Id. No.317124
Attorney for Plaintiff

PHELAN HALLINAN, LLP
Michael Dingerdissen, Esq., Id. No.317124
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Michael.Dingerdissen@phelanhallinan.com
215-563-7000

Attorney for Plaintiff

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

WELLS FARGO BANK, N.A.
Plaintiff,

v.

NICHOLAS A. DAMANTE
Defendant(s)

CIVIL DIVISION

No.: 2013-CV-1624

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of the foregoing Notice of the Date of Continued Sheriff's Sale and Certificate of Filing were served by regular mail on the person(s) on the date listed below:

NICHOLAS A. DAMANTE
1353 RIDGE ROAD
STILLWATER, PA 17878-9402

Date:

6/19/14


Michael Dingerdissen, Esq., Id. No.317124
Attorney for Plaintiff

PHELAN HALLINAN, LLP
Michael Dingerdissen, Esq., Id. No.317124
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Michael.Dingerdissen@phelanhallinan.com
215-563-7000

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.
Plaintiff,

v.

NICHOLAS A. DAMANTE
Defendant(s)

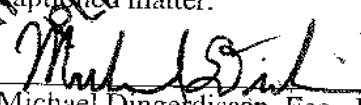
CIVIL DIVISION

No.: 2013-CV-1624

CERTIFICATE OF FILING

On this date, I filed with the Prothonotary of Columbia County a copy of the Notice of the Date of Continued Sheriff's Sale in the above-captioned matter.

Date: 6/19/14


Michael Dingerdissen, Esq., Id. No.317124
Attorney for Plaintiff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2013CV1624

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

**WEDNESDAY, JUNE 11, 2014
AT 9:00 O'CLOCK A.M.**

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING, CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973. TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Deed from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.
Tax Parcel: 15 1800107000
Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402

PROPERTY ADDRESS: 1353 RIDGE ROAD, STILLWATER, PA 17878

UPI / TAX PARCEL NUMBER: 15018000107000

Seized and taken into execution to be sold as the property of NICHOLAS A DAMANTE in suit of WELLS FARGO.

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 eight (8) days after the sale in cash, certified check or cashier's check. IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD. If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the plaintiff.

**TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania**

Attorney for the Plaintiff:
PHELAN & HALLINAN LLP
PHILADELPHIA, PA 215-563-7000

w deposes and says that Press Enterprise is office and place of business at 3185 mbia and State of Pennsylvania, and was been published daily, continuously in said attached notice May 21, 28 and June 4, 2014 designated agent of the owner or publisher of blished; that neither the affiant nor Press notice and advertisement and that all of the ce, and character of publication are true.

.....day of June 2014

Donna L. Kishbaugh
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Donna L. Kishbaugh, Notary Public

Scott Twp., Columbia County

My Commission Expires Oct. 11, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

....., I hereby certify that the advertising and r publishing the foregoing notice, and the

Phelan Hallinan, LLP
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

Foreclosure Manager

June 4, 2014

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

Attn: Real Estate Department

Fax Number: 570-389-5625

Re: WELLS FARGO BANK, N.A. v.
NICHOLAS A. DAMANTE
1353 RIDGE ROAD STILLWATER, PA 17878-9402
No.: 2013-CV-1624

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for June 11, 2014 due to the following: NOS Made Inside 30 Days of Sale.

The Property is to be relisted for the July 16, 2014 Sheriff Sale.

Thank you for your cooperation in this matter.

Very Truly Yours,
PATRICK WIRT for
Phelan Hallinan, LLP

Sheriff.

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.
Plaintiff

vs.

NICHOLAS A. DAMANTE
Defendant

Court of Common Pleas
Civil Division
COLUMBIA County
No.: 2013-CV-1624
No.: 2014-ED-63

CLERK OF COURTS OFFICE
COLUMBIA COUNTY, PA

2014 MAY 21 PM 2:40

FILED
PROTHONOTARY

ORDER

AND NOW, this 21 day of May, 2014 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:

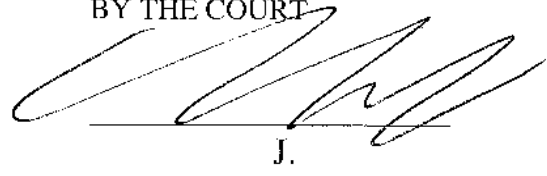
| | |
|--|--------------|
| Principal Balance | \$233,508.13 |
| Interest Through July 1, 2014 | \$8,853.88 |
| Late Charges | \$307.75 |
| Legal fees | \$1,900.00 |
| Cost of Suit and Title | \$1,061.25 |
| Property Inspections | \$365.00 |
| Mortgage Insurance Premium/ Private Mortgage Insurance | \$519.12 |
| Mortgage Insurance Premium to be Paid Prior | \$221.88 |
| Escrow Deficit | \$3,248.57 |

TOTAL \$249,985.58

Plus interest 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



J.

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

CHRISTINE SCHOFFLER
Legal Assistant, 1286

Representing Lenders in
Pennsylvania

Office of the Prothonotary
Columbia County Courthouse
35 W. Main St.
Bloomsburg, PA 17815

No.: 2013-CV-1624
No.: 2014-ED-63

Re: WELLS FARGO BANK, N.A. VS. NICHOLAS A. DAMANTE
No.: 2013-CV-1624, No.: 2014-ED-63

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

Dear Sir/Madam:

Enclosed please find an Affidavit of Service Pursuant to Rule 3129.2 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 06/11/2014 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, LLP

By:

CHRISTINE SCHOFFLER, Legal Assistant

cc: Sheriff of COLUMBIA County

PHELAN HALLINAN, LLP
Adam H. Davis, Esq., Id. No.203034
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Adam.Davis@PhelanHallinan.com
215-563-7000

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.
Plaintiff,

v.

NICHOLAS A. DAMANTE
Defendant(s)

: COLUMBIA COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No.: 2013-CV-1624
: No.: 2014-ED-63

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA)
PHILADELPHIA COUNTY) SS:

As required by Pa. R.C.P. 3129.2(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".

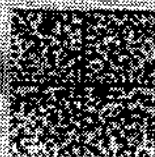


Adam H. Davis, Esq., Id. No.203034
Attorney for Plaintiff

Date: 5/19/14

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.

Phelan Haffinan, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103



AZK/CET - 06/11/2014 SALE

| Line | Article Number | Name of Addressee, Street, and Post Office Address | Postage |
|------|----------------|--|---------|
| 1 | **** | TENANT/OCCUPANT 1353 RIDGE ROAD STILLWATER, PA 17878-9402 | \$0.47 |
| 2 | **** | Tamara Damante P.O. BOX 228 BENTON, PA 17814 | \$0.47 |
| 3 | **** | Tamara Damante C/O William S. Kreisher, Esquire 401 SOUTH MARKET STREET BLOOMSBURG, PA 17815 | \$0.47 |
| 4 | **** | Domestic Relations of Columbia County COLUMBIA COUNTY COURTHOUSE P.O. BOX 380 BLOOMSBURG, PA 17815 | \$0.47 |
| 5 | **** | Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17115 | \$0.47 |
| 6 | **** | Internal Revenue Service Advisory 1000 Liberty Avenue Room 704 Pittsburgh, PA 15222 | \$0.47 |
| 7 | **** | U.S. Department of Justice U.S. Attorney for The Middle District of PA Federal Building 228 Walnut Street, Suite 220 PO Box 11754 Harrisburg, PA 17108-1754 | \$0.47 |
| | | | \$3.29 |

The full declaration of value is required for all domestic and international registered mail. The minimum indemnity payable for the reconstruction of missing valuable documents under Express Mail document reconstruction insurance is \$50,000 per piece, subject to a limit of \$350,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$300. The maximum indemnity payable for registered mail, sent with optional insurance, See Domestic Mail Manual R500.918 and §921 for initial loss of sovereigns.

Form 3877 Facsimile

COUNTY OF COLUMBIA
TAX CLAIM BUREAU
PO BOX 380
BLOOMSBURG PA 17815

REAL ESTATE TAX CERTIFICATION

Date: 05/20/2014

Fee: \$5.00

Cert. NO: 18357

DAMANTE NICHOLAS A
1353 RIDGE ROAD
STILLWATER PA 17878

District: FISHING CREEK TWP
Deed: 20090 -9447
Location: 1353 RIDGE RD
Parcel Id:15 -18 -001-07,000

Assessment: 68,569
Balances as of 05/20/2014

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

NO TAX CLAIM TAXES DUE

By: Columbia County Sheriff Per: AS

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SHERIFF'S RETURN OF SERVICE

05/05/2014 11:00 AM - DEPUTY MARTIN BOUDMAN, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 1353 RIDGE ROAD, STILLWATER, PA 17878.

MARTIN BOUDMAN, DEPUTY

SO ANSWERS.

TIMOTHY T. CHAMBERLAIN, SHERIFF

May 07, 2014

NOTARY

Affirmed and subscribed to before me this

7TH day of MAY 2014

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sarah Jane Klingaman, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Oct. 4, 2016

PHELAN & HALLINAN LLP, ONE PENN CENTER AT SUBURAN STATION, SUITE 1400 1617 JFK BLVD, PHILADELPHIA

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone: 63

Manner: < Not Specified >

Expires:

Warrant:

Notes: SHERIFF'S SALE BILL

Serve To:

Name: (POSTING)

Primary Address: 1353 RIDGE ROAD
STILLWATER, PA 17878

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Front Door

Relation:

Date: 5-5-14

Time: 1100

Deputy: 8

Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

1.

2.

3.

4.

5.

6.

(POSTING)

2013CV1624

1353 RIDGE ROAD, STILLWATER, PA 17878

NO EXPIRATION

Columbia County
Columbia County Sheriff
35 West Main Street
PO Box 380
Bloomsburg PA 17815



71901140006000025499

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

/

|

63

Wells Fargo Bank, N.A.

Plaintiff

vs.

Nicholas A. Damante

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: NO.: 2013-CV-1624

: 2014-ED-63

: Columbia County

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Nicholas A. Damante
1353 Ridge Road
Stillwater, PA 17878-9402

****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 **1353 Ridge Road, Stillwater, PA 17878-9402** is scheduled to be sold at the Sheriff's Sale on JUNE 11th 2014 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 \$240,501.19 obtained by Wells Fargo Bank, N.A. (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

1. The sale will be 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.

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.

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Zone:

Warrant:

Serve To:

Name: OCCUPANT

Primary Address: 1353 RIDGE ROAD
STILLWATER, PA 17878

Phone: DOB:

Alternate Address: MELISSA GETZ

Phone: 570 394 6248

Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge: Melissa Getz

Relation:

Date: 4/15/14 Time: 11:23

Deputy: 16 Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

| | | | | | | |
|----------|---------|---------|--|--|--|--|
| Date: | 4-11-14 | 4-14-14 | | | | |
| Time: | 1208 | 1250 | | | | |
| Mileage: | | | | | | |
| Deputy: | 8 | 16 | | | | |

Service Attempt Notes:

1. L/c

2.

3.

4.

5.

6.

OCCUPANT

2013CV1624

1353 RIDGE ROAD, STILLWATER, PA 17878

NO EXPIRATION

**In the Court of Common Pleas of COLUMBIA County, Pennsylvania
DOMESTIC RELATIONS SECTION**

NOTICE OF LIEN

TO:

TIMOTHY T. CHAMBERLAIN
SHERIFF OF COLUMBIA COUNTY
COLUMBIA COUNTY COURTHOUSE
35 MAIN STREET
BLOOMSBURG, PA 17815

FROM:

(IV-D Agency or name of obligee and/or his or her private attorney or entity acting on behalf of the obligee, address)

DOMESTIC RELATIONS SECTION
PO BOX 380
BLOOMSBURG PA 17815

Phone: (570) 387-8870 Fax: (570) 387-8876

Email:

Obligor:

NICHOLAS A. DAMANTE
17 SEACREST LN.
STATEN ISLAND, NY 10307-1988

Obligee:

TAMARAH DAMANTE

**IV-D Case #: 310112285
(or non-IV-D docket #)**

SSN: 058-74-9911 **Date of Birth:** 11/08/74

This lien results, by operation of law, from a support order, entered on APRIL 21, 2011 by Pennsylvania Court of Common Pleas in COLUMBIA County, tribunal number 011102.

As of APRIL 11, 2014, the obligor owes unpaid support in the amount of \$1,617.81. This judgment may be subject to interest.

Prospective amounts of support, not paid when due, are judgments that are added to the lien amount. This lien attaches to all non-exempt real and/or titled personal property of the above-named obligor which is located or existing within the State/county of filing, including any property specifically described below.

Specific description of property:
1353 RIDGE ROAD, STILLWATER, PA 17878-9402

All aspects of this lien, including its priority and enforcement, are governed by the law of the State where the property is located. An obligor must follow the laws and procedures of the State where the property is located or recorded. An obligor may also contact the entity sending the lien. This lien remains in effect until released or withdrawn by the issuing agency, the obligee, the entity acting on behalf of the obligee, or in accordance with the laws of the State where the property is located.

Note to Lien Recorder: Please provide the sender with a copy of the filed lien, containing the recording information, at the address provided above.

Check either "A" or "B" below. The option that does not apply may be omitted from the form. If "B" is checked, the form must be notarized.

A. ☒ Submitted by a IV-D agency/office on behalf of the named obligee

As an authorized agent of a State or Tribal, or subdivision of a State or Tribal, agency responsible for implementing the support enforcement program set forth in Title IV, Part D, of the Federal Social Security Act (42 U.S.C. 651, et seq.), I have authority to file this child support lien in any state, or U.S. Territory. For additional information regarding this lien, including the pay-off amount, please contact the authorized agency and reference its case number, both listed above.

Authorized Agent

Date

Print name, e-mail address, phone and fax number

B. ☐ Submitted by an obligee or a private (non-IV-D) attorney or entity on behalf of an obligee

I am: ☐ the obligee of the above referenced order [or]

☐ an attorney or entity representing the above named obligee

I certify under penalty of perjury that the information contained in this notice is true and accurate and that this lien is submitted in accordance with the laws of the State of _____. For additional information regarding this lien, including the pay-off amount, please contact the obligee listed above.

Signature

Date

Print name, e-mail address, phone and fax number

I certify that Gail Keller appeared before me and is known to me as the individual who signed the above.

State of

County of

COMMONWEALTH OF PENNSYLVANIA

Notary Seal

Debra Welliver, Notary Public

Town of Bloomsburg, Columbia County

My Commission Expires Oct. 26, 2015

Notary Public

Date

My appointment expires

NOTICE : Respondents are not required to respond to this information collection unless it displays a valid OMB control number.

OMB Control #: 0970-0153 Expiration Date: 12/31/2016 (Please note, this expiration date is for the OMB form and not the lien itself.)

Wells Fargo Bank, N.A.

: COURT OF COMMON PLEAS
:
Plaintiff : CIVIL DIVISION

vs.

: NO.: 2013-CV-1624

Nicholas A. Damante

: 2014-ED-63

Defendant(s) : Columbia County
:

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Nicholas A. Damante
1353 Ridge Road
Stillwater, PA 17878-9402

****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 **1353 Ridge Road, Stillwater, PA 17878-9402** is scheduled to be sold at the Sheriff's Sale on JUNE 11th 2014 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 \$240,501.19 obtained by Wells Fargo Bank, N.A. (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

1. The sale will be 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.

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.

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2013CV1624

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

WEDNESDAY, JUNE 11, 2014
AT 9:00 O'CLOCK A.M.

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Deed from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.

Tax Parcel: 15 1800107000

Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402

PROPERTY ADDRESS: 1353 RIDGE ROAD, STILLWATER, PA 17878

UPI / TAX PARCEL NUMBER: 15018000107000

Seized and taken into execution to be sold as the property of NICHOLAS A DAMANTE in suit of WELLS FARGO.

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 eight (8) days after the sale in cash, certified check or cashier's check. **IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.** If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the plaintiff.

Attorney for the Plaintiff:
PHELAN & HALLINAN LLP
PHILADELPHIA, PA 215-563-7000

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: KREISHER & GREGOROWICZ

Primary Address: 401 MARKET STREET
BLOOMSBURG, PA 17815

Phone: 570-784-5211 DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge: Sarah DeLong

Relation: Legal Assistant

Date: 4-11-14 Time: 1231

Deputy: 16 Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

| | | | | | | |
|----------|--|--|--|--|--|--|
| Date: | | | | | | |
| Time: | | | | | | |
| Mileage: | | | | | | |
| Deputy: | | | | | | |

Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

KREISHER & GREGOROWI

2013CV1624

401 MARKET STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Zone:

Warrant:

Expires:

Serve To:

Name: Columbia County Tax Office

Primary Address: PO Box 380
Bloomsburg, PA 17815

Phone: 570-389-5649 DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Debbie Miller

Relation: Clerk

Date: 04/11/14 Time: 10:40

Deputy: 8 Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

| | | | | | |
|----------|--|--|--|--|--|
| Date: | | | | | |
| Time: | | | | | |
| Mileage: | | | | | |
| Deputy: | | | | | |

Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

COLUMBIA COUNTY TAX C

2013CV1624

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

WELLS FARGO
vs.
NICHOLAS A DAMANTE

Case Number
2013CV1624

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: Domestic Relations Office of Columbia Co.

Primary Address: 11 WEST MAIN STREET
2ND FLOOR
Bloomsburg, PA 17815

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

Time:

Deputy:

Mileage:

Attorney / Originator:

Name: PHELAN & HALLINAN LLP

Phone: 215-563-7000

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

DOMESTIC RELATIONS OF

2013CV1624

11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, PA NO EXPIRATION

Wells Fargo Bank, N.A.
Plaintiff

v.

Nicholas A. Damante
Defendant(s)

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO.: 2013-CV-1624**
: **2014-ED-63**
:
: **COLUMBIA COUNTY**

AFFIDAVIT PURSUANT TO RULE 3129.1

Wells Fargo Bank, N.A., Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praccipe for the Writ of Execution was filed, the following information concerning the real property located at **1353 Ridge Road, Stillwater, PA 17878-9402**.

1. Name and address of Owner(s) or reputed Owner(s):
Name Address (if address cannot be reasonably ascertained, please so indicate)

Nicholas A. Damante **1353 Ridge Road**
Stillwater, PA 17878-9402
2. Name and address of Defendant(s) in the judgment:
Name Address (if address cannot be reasonably ascertained, please so indicate)

Nicholas A. Damante **1353 Ridge Road**
Stillwater, PA 17878-9402
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:
Name Address (if address cannot be reasonably ascertained, please indicate)

None.
4. Name and address of last recorded holder of every mortgage of record:
Name Address (if address cannot be reasonably ascertained, please indicate)

None.
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

**1353 Ridge Road
Stillwater, PA 17878-9402**

Tamarah Damante

**P.O. Box 228
Benton, PA 17814**

**Tamarah Damante
C/O William S. Kreisher, Esquire**

**401 South Market Street
Bloomsburg, PA 17815**

**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**

Internal Revenue Service Advisory

**1000 Liberty Avenue Room 704
Pittsburgh, PA 15222**

**U.S. Department of Justice
U.S. Attorney for The Middle District of PA
Federal Building**

**228 Walnut Street, Suite 220
P.O. Box 11754
Harrisburg, PA 17108-1754**

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:

4/9/14

By:


Phelan Hallinan, LLP

Jonathan Lobb, Esq., Id. No.312174

Attorney for Plaintiff

PHELAN HALLINAN, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza, Philadelphia, PA 19103

215-563-7000

Wells Fargo Bank, N.A.

: COURT OF COMMON PLEAS
:
Plaintiff : CIVIL DIVISION

vs.

: NO.: 2013-CV-1624

Nicholas A. Damante

: 2014-ED-63
Defendant(s) : Columbia County
:

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Nicholas A. Damante
1353 Ridge Road
Stillwater, PA 17878-9402

****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 **1353 Ridge Road, Stillwater, PA 17878-9402** is scheduled to be sold at the Sheriff's Sale on June 11 2014 at 9:00 A.M. in the Office of The Sheriff, Columbia County Courthouse, 35 West Main Street, Bloomsburg, PA 17815 to enforce the court judgment of \$240,501.19 obtained by Wells Fargo Bank, N.A. (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

1. The sale will be 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.

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**

SHORT DESCRIPTION

By virtue of a Writ of Execution No. **2013-CV-1624**

Wells Fargo Bank, N.a.

v.

Nicholas A. Damante

owner(s) of property situate in **FISHING CREEK TOWNSHIP**, COLUMBIA County,
Pennsylvania, being

1353 Ridge Road, Stillwater, PA 17878-9402

Parcel No. 15 18 00107000

(Acreage or street address)

Improvements thereon: **RESIDENTIAL DWELLING**

Judgment Amount: **\$240,501.19**

Attorneys for Plaintiff

Phelan Hallinan, LLP

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Deed from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.

Tax Parcel: 15 18 00107000

Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)

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

Wells Fargo Bank, N.A.

vs.

Nicholas A. Damante

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 2013-CV-1624

2014-ED-63

COLUMBIA COUNTY

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 1353 Ridge Road, Stillwater, PA 17878-9402
(See Legal Description attached)

Amount Due

\$240,501.19

Interest from 04/11/2014 to Date of Sale

\$_____ and costs.

@ \$39.53 per diem

Barbara N. Silvestri / KPB/
(Clerk) Office of the Prothonotary, Common Pleas Court
of Columbia County, Penna.

Dated 4-10-14
(SEAL)

PH # 933318

*Return to Prothonotary
Office on the 1st Monday in 2015*

PHELAN HALLINAN, LLP
Jonathan Lobb, Esq., Id. No.312174
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jonathan.Lobb@phelanhallinan.com
215-563-7000

Attorneys for Plaintiff

Wells Fargo Bank, N.A.
Plaintiff

v.

Nicholas A. Damante
Defendant(s)

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO.: 2013-CV-1624**
:
: **2014-ED-63**
: **Columbia County**
:

CERTIFICATION

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

- (X) the mortgage is an FHA Mortgage
- () the premises is non-owner occupied
- () the premises is vacant
- () Act 91 procedures have been fulfilled
- () Act 91 is Not Applicable pursuant to Pa Bulletin, Doc No 11-1197, 41 Pa.B. 3943

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

By: _____

Phelan Hallinan, LLP
Jonathan Lobb, Esq., Id. No.312174
Attorney for Plaintiff

PHELAN HALLINAN, LLP
Jonathan Lobb, Esq., Id. No.312174
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jonathan.Lobb@phelanhallinan.com
215-563-7000

Attorneys for Plaintiff

Wells Fargo Bank, N.A.
Plaintiff

v.

Nicholas A. Damante
Defendant(s)


: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO.: 2013-CV-1624**
:
: **2014-ED-63**
: **Columbia County**
:

CERTIFICATION

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

- (X) the mortgage is an FHA Mortgage
- () the premises is non-owner occupied
- () the premises is vacant
- () Act 91 procedures have been fulfilled
- () Act 91 is Not Applicable pursuant to Pa Bulletin, Doc No 11-1197, 41 Pa.B. 3943

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

By: 
Phelan Hallinan, LLP
Jonathan Lobb, Esq., Id. No.312174
Attorney for Plaintiff

PHELAN HALLINAN, LLP
Jonathan Lobb, Esq., Id. No.312174
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jonathan.Lobb@phelanhallinan.com
215-563-7000

Attorney for Plaintiff

Wells Fargo Bank, N.A.

vs.

Nicholas A. Damante

: **Columbia County**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO.: 2013-CV-1624**
:
: **2014-ED-63**


VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) Nicholas A. Damante is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act, as amended.

(b) that defendant Nicholas A. Damante is over 18 years of age and resides at 1353 Ridge Road, Stillwater, PA 17878-9402.

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



Phelan Hallinan, LLP
Jonathan Lobb, Esq., Id. No.312174
Attorney for Plaintiff

PHELAN HALLINAN, LLP
Jonathan Lobb, Esq., Id. No.312174
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jonathan.Lobb@phelanhallinan.com
215-563-7000

Attorney for Plaintiff

Wells Fargo Bank, N.A.

vs.

Nicholas A. Damante

: Columbia County
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO.: 2013-CV-1624
: 2014-ED-63

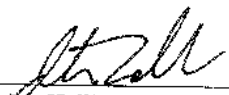
VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) Nicholas A. Damante is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act, as amended.

(b) that defendant Nicholas A. Damante is over 18 years of age and resides at 1353 Ridge Road, Stillwater, PA 17878-9402.

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



Phelan Hallinan, LLP
Jonathan Lobb, Esq., Id. No.312174
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Decd from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.

Tax Parcel: 15 18 00107000

Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402

SHORT DESCRIPTION

By virtue of a Writ of Execution No. 2013-CV-1624 2014-ED-63

Wells Fargo Bank, N.a.

v.

Nicholas A. Damante

owner(s) of property situate in **FISHING CREEK TOWNSHIP**, COLUMBIA County,
Pennsylvania, being

1353 Ridge Road, Stillwater, PA 17878-9402

Parcel No. 15 18 00107000

(Acreage or street address)

Improvements thereon: **RESIDENTIAL DWELLING**

Judgment Amount: **\$240,501.19**

Attorneys for Plaintiff

Phelan Hallinan, LLP

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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

| | |
|-------------------------------------|---|
| Plaintiff Wells Fargo Bank, N.A. | Expiration date No.: 2013-CV-1624 |
| Defendant Nicholas A. Damante | Type or Writ of Complaint 2014-ED-63 EXECUTION/NOTICE OF SALE |

SERVE

AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE,
 ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
 1353 Ridge Road

Stillwater, PA 17878-9402

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

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

NOW, _____, 20____, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

 Sheriff of COLUMBIA County, Penna.

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

| | | |
|--|-----------------------------------|------|
| Signature of Attorney or other Originator requesting service on behalf of <u>XX</u> Plaintiff _____ — Defendant ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814 | Telephone Number (215)563-7000 | Date |
|--|-----------------------------------|------|

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

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

RETURNED:

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

SHERIFF'S DEPARTMENT

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

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

| | |
|-------------------------------------|--------------------------------------|
| Plaintiff Wells Fargo Bank, N.A. | Expiration date No.: 2013-CV-1624 |
|-------------------------------------|--------------------------------------|

| | |
|----------------------------------|--|
| Defendant Nicholas A. Damante | 2014-ED-63 Type or Writ of Complaint EXECUTION/NOTICE OF SALE |
|----------------------------------|--|

SERVE



NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SALE.
NICHOLAS A. DAMANTE
 ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
1353 Ridge Road

Stillwater, PA 17878-9402

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

SERVE DEFENDANT WITH THE NOTICE OF SALE.

NOW, _____, 20____, I, Sheriff of COLUMBIA County, PA do hereby deputize the Sheriff of _____ County, to execute the within and make return thereof according to law.

Sheriff of COLUMBIA County, Penna.

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

| | | |
|--|-----------------------------------|------|
| Signature of Attorney or other Originator requesting service on behalf of <input checked="" type="checkbox"/> Plaintiff ADDRESS: One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400 Philadelphia, PA 19103-1814 | Telephone Number (215)563-7000 | Date |
|--|-----------------------------------|------|

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

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

RETURNED:

| | | |
|---|---|------|
| AFFIRMED and subscribed to before me this _____ day of _____, 20____ | SO ANSWERS Signature of Dep. Sheriff | Date |
| | Signature of Sheriff | Date |
| | Sheriff of _____ | |

SHERIFF'S RETURN

Wells Fargo Bank, N.A.

vs.

Nicholas A. Damante

Plaintiff

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No.: 2013-CV-1624 2014-ED-63

ISSUED

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

Sheriff, Columbia County, Pennsylvania

By _____
Deputy Sheriff

AFFIDAVIT OF SERVICE

Now, _____ 20__, at _____ O'Clock _____ m., served the within upon _____ at _____ by handing to _____ a true and correct copy of the original Notice of Sale and made known to _____ the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 20__

Notary Public

BY: _____
Sheriff

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

return

So Answers,

Sheriff

Deputy Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and tract of land situate in Fishing Creek Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike in the intersection of Township Route No. 665, and Legislative Route No. 19096; THENCE along the center of Legislative Route No. 19096, South 18 degrees 56 minutes 20 seconds West, 465.68 feet to a railroad spike; THENCE along the center of Legislative Route No. 19096, South 16 degrees 49 minutes 1 second West 213.47 feet to a railroad spike; THENCE along land now or formerly of Hilltop Enterprises, Inc., North 45 degrees 28 minutes 10 seconds West, 1,114.05 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 87 degrees 13 minutes 40 seconds East, 407.80 feet to a railroad spike; THENCE along the center of Township Route No. 665, South 78 degrees 59 minutes 10 seconds East, 611.01 feet to a railroad spike, the place of BEGINNING.

CONTAINING 8.153 acres of land according to a survey of Orangeville Surveying Consultants dated May 21, 1973.

TITLE TO SAID PREMISES IS VESTED IN Nicholas A. Damante, married, by Deed from Raymond DeYong and Kathleen R. DeYong, h/w, dated 09/25/2009, recorded 10/05/2009 in Instrument Number 200909447.

Tax Parcel: 15 18 00107000

Premises Being: 1353 Ridge Road Stillwater, PA 17878-9402

REAL ESTATE OUTLINE

ED # 20148063

DATE RECEIVED 4-10-2014
DOCKET AND INDEX 2014 10 24

CHECK FOR PROPER INFO.

| | | |
|-------------------------|----------|----------------------|
| WRIT OF EXECUTION | <u>X</u> | |
| COPY OF DESCRIPTION | <u>X</u> | |
| WHEREABOUTS OF LKA | <u>X</u> | |
| NON-MILITARY AFFIDAVIT | <u>X</u> | |
| NOTICES OF SHERIFF SALE | <u>X</u> | |
| WAIVER OF WATCHMAN | <u>X</u> | |
| AFFIDAVIT OF LIENS LIST | <u>X</u> | |
| CHECK FOR \$1,350.00 OR | <u>X</u> | CK# <u>001409493</u> |

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

SALE DATE 6/11/14 TIME 9:00A
POSTING DATE _____
ADV. DATES FOR NEWSPAPER
1ST WEEK _____
2ND WEEK _____
3RD WEEK _____

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Phelan Hallinan, LLP
One Penn Center Ste 1400
Philadelphia, PA 19103

TD Bank, NA
3-180/360

001409493

DATE
4/3/2014

AMOUNT
****\$1,350.00

PAY ONE THOUSAND THREE HUNDRED FIFTY AND XX / 100 Dollars

TO THE ORDER OF Sheriff of Columbia County
35 W Main Street
Bloomsburg, PA 17815

CET [933318] 1353 RIDGE ROAD (2013-CV-1624)

Francis S. Hallinan
AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈001409493⑈ ⑆036001808⑆ 361508666⑈

Document Receipt

| | | | | | |
|---------|------|--------------------|-------------|-------------------|-----------------------|
| Trans # | 2552 | Carrier / service: | USPS Server | First-Class Mail® | 4/11/2014 12:00:00 AM |
|---------|------|--------------------|-------------|-------------------|-----------------------|

Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000025505

Doc Ref #: 2014ED63

Postage: 5.3400

PHILADELPHIA PA 19106

63

Document Receipt

| | | | | | |
|---------|------|--------------------|-------------|-------------------|-----------------------|
| Trans # | 2551 | Carrier / service: | USPS Server | First-Class Mail® | 4/11/2014 12:00:00 AM |
|---------|------|--------------------|-------------|-------------------|-----------------------|

Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS
ADMINISTRATION900 MARKET STREET 5TH FLOOR
ROBERT N.C. NIX FEDERAL BUILDING

| | |
|-------------|----------------------|
| Tracking #: | 71901140006000025499 |
| Doc Ref #: | 2014ED63 |
| Postage | 5.3400 |

PHILADELPHIA PA 19107

63

Document Receipt

| | | | | | |
|---------|------|--------------------|-------------|-------------------|-----------------------|
| Trans # | 2550 | Carrier / service: | USPS Server | First-Class Mail® | 4/11/2014 12:00:00 AM |
|---------|------|--------------------|-------------|-------------------|-----------------------|

Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC
WELFARE

PO BOX 8016

| | |
|-------------|----------------------|
| Tracking #: | 71901140006000025482 |
| Doc Ref #: | 2014ED63 |
| Postage | 5.3400 |

HARRISBURG PA 17105

63

Document Receipt

| | | | | | |
|---------|------|--------------------|-------------|-------------------|-----------------------|
| Trans # | 2549 | Carrier / service: | USPS Server | First-Class Mail® | 4/11/2014 12:00:00 AM |
|---------|------|--------------------|-------------|-------------------|-----------------------|

Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000025475

Doc Ref #: 2014ED63

Postage 5.3400

HARRISBURG PA 17128

63