

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
BRIANNE HEINEMAN

Case Number  
2018CV1497

## PROPERTY ADDRESS

321 WALNUT STREET, CATAWISSA, PA 17820

## REAL ESTATE SALE REQUEST LEDGER

<u>DATE</u>	<u>CATEGORY</u>	<u>MEMO</u>	<u>CHK #</u>	<u>DEBIT</u>	<u>CREDIT</u>
03/26/2019	Advance Fee	Advance Fee	3802	\$0.00	\$1,350.00
03/26/2019	Advertising Sale (Newspaper)			\$15.00	\$0.00
03/26/2019	Advertising Sale Bills & Copies			\$17.50	\$0.00
03/26/2019	Crying Sale			\$10.00	\$0.00
03/26/2019	Docketing			\$15.00	\$0.00
03/26/2019	Levy			\$15.00	\$0.00
03/26/2019	Mailing Costs			\$30.00	\$0.00
03/26/2019	Posting Handbill			\$15.00	\$0.00
03/26/2019	Press Enterprise Inc.			\$1,758.00	\$0.00
03/26/2019	Sheriff Automation Fund			\$50.00	\$0.00
03/26/2019	Web Posting			\$100.00	\$0.00
06/05/2019	Service			\$180.00	\$0.00
06/05/2019	Service Mileage			\$10.00	\$0.00
06/05/2019	Copies			\$6.00	\$0.00
06/05/2019	Notary Fee			\$10.00	\$0.00
06/05/2019	Tax Claim Search			\$5.00	\$0.00
06/05/2019	Surcharge			\$130.00	\$0.00
				\$2,366.50	\$1,350.00

<b>TOTAL BALANCE:</b>	<b>\$(1,016.50)</b>
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## Timothy Chamberlain

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**From:** Timothy Chamberlain  
**Sent:** Tuesday, September 15, 2020 10:36 AM  
**To:** 'jstears@rasnj.com'  
**Subject:** Heineman  
**Attachments:** ShowReports.aspx.pdf



Sent cost sheet to  
1016, 50

Michelle M. Zelina, Esq. \*,+,#  
Jenine R. Davey, Esq. \*,#,+  
Steven D. Krol, Esq. \*  
David Neeren, Esq. \*,#  
Monika Pundalik, Esq. \*  
Naser Selmanovic, Esq. \*  
Brandon Pack, Esq. \*,#  
Jennifer A. Stead, Esq. \*,^  
Christopher Ford, Esq. \*  
Walter Gouldsbury, Esq. \*, ^, #, -  
Mical Pakay, Esq. \*  
Lana Sukhman, Esq. \*,^  
James DiMaggio, Esq. \*,#  
Laura M. Egerman, Esq. \*  
Aleisha Jennings, Esq. \*  
Amira Irfan, Esq. \*,+,#  
Shannon Dobel, Esq. \*,+,^  
Melissa Crotty, Esq. \*  
Robert Crawley, Esq. #  
Robert Flacco, Esq. #  
Philip Amutus, Esq. \*  
Harold Kaplan, Esq. \*,#  
Lauren Karl, Esq. \*,#  
Shanney Meyers, Esq. #

\* Admitted in NJ  
+ Admitted in FL  
# Admitted in PA  
- Admitted in CA  
^ Admitted in NY



133 Gaither Drive, Suite F  
Mount Laurel, NJ 08054  
855-225-6906  
PAPostsale@rasnj.com

Richard M. Citron, Esq.  
Member of New Jersey Bar  
Member of Pennsylvania Bar  
Member of New York Bar  
Jim L. Robertson, Esq.  
Member of Texas Bar  
Everett L. Anschutz, Esq.  
Member of Texas Bar  
David J. Schneid, Esq.  
Member of Florida Bar

Columbia County Sheriff  
35 West Main Street  
Bloomsburg, PA

Re: **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**  
**vs.**  
**BRIANNE HEINEMAN**  
**Property: 321 WALNUT STREET CATAWISSA, PA 17820**  
**Columbia County C.C.P. No.: 2018-CV-1497**  
**Sheriff's Sale Date: June 12, 2019**

Dear Sir or Madam:

As the Attorney on the Writ, this firm requests that the Deed be recorded in the name of **NewRez LLC d/b/a Shellpoint Mortgage Servicing**, with its mailing address located at **75 Beattie Place, Suite 300, Greenville , SC 29601**.

Thank you in advance for your assistance in the matter and, as always, if you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Cotter'. The signature is stylized with a large 'E' and a long, sweeping line extending to the right.

Edward Cotter  
Legal Assistant



**REV-183**BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

(EX) MOD 04-19 (FI)

1830019105

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION**RECORDER'S USE ONLY**

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

**SECTION I TRANSFER DATA**

Date of Acceptance of Document

06/14/2019

Grantor(s)/Lessor(s)  
Sheriff of Columbia CountyTelephone Number  
(570) 389-5624Grantee(s)/Lessee(s)  
\*\*\* (Please see below for full Grantee)Telephone Number  
(855) 225-6906Mailing Address  
35 West Main StreetMailing Address  
75 Beattie Place, Suite 300City  
BloomsburgState  
PAZIP Code  
17815City  
GreenvilleState  
SCZIP Code  
29601**SECTION II REAL ESTATE LOCATION**Street Address  
321 Walnut StreetCity, Township, Borough  
CatawissaCounty  
ColumbiaSchool District  
Southern Columbia Area S.D.Tax Parcel Number  
08 02 07000**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☒ YES ☐ NO1. Actual Cash Consideration  
2,958.292. Other Consideration  
+ 0.003. Total Consideration  
= 2,958.294. County Assessed Value  
22,392.005. Common Level Ratio Factor  
x 3.886. Computed Value  
= 86,880.96**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**1a. Amount of Exemption Claimed  
\$ 86,880.961b. Percentage of Grantor's Interest in Real Estate  
100 %1c. Percentage of Grantor's Interest Conveyed  
100 %**2. Check Appropriate Box Below for Exemption Claimed.**

- ☐ Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

\*\*\*NewRez LLC d/b/a Shellpoint Mortgage Servicing

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**Name  
RAS Citron, LLCTelephone Number  
(855) 225-6906Mailing Address  
133 Gaither Drive, Suite FCity  
Mount LaurelState  
NJZIP Code  
08054

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

Signature of Correspondent or Responsible Party

Date  
06/14/2019

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



1830019105

1830019105

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

State Tax Paid:	
Book:	Page:
Instrument Number:	
Date Recorded:	

**SECTION I TRANSFER DATA**

Date of Acceptance of Document 06/14/2019					
Grantor(s)/Lessor(s) Sheriff of Columbia County		Telephone Number (570) 389-5624		Grantee(s)/Lessee(s) *** (Please see below for full Grantee)	
Mailing Address 35 West Main Street		Mailing Address 75 Beattie Place, Suite 300			
City Bloomsburg	State PA	ZIP Code 17815	City Greenville	State SC	ZIP Code 29601

**SECTION II REAL ESTATE LOCATION**

Street Address 321 Walnut Street		City, Township, Borough Catawissa	
County Columbia	School District Southern Columbia Area S.D.	Tax Parcel Number 08 02 07000	

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation? <input checked="" type="radio"/> YES <input type="radio"/> NO		
1. Actual Cash Consideration 2,958.29	2. Other Consideration + 0.00	3. Total Consideration = 2,958.29
4. County Assessed Value 22,392.00	5. Common Level Ratio Factor x 3.88	6. Computed Value = 86,880.96

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 86,880.96	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
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**2. Check Appropriate Box Below for Exemption Claimed.**

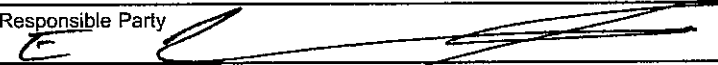
- ☐ Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

\*\*\*NewRez LLC d/b/a Shellpoint Mortgage Servicing

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name RAS Citron, LLC		Telephone Number (855) 225-6906	
Mailing Address 133 Gaither Drive, Suite F	City Mount Laurel	State NJ	ZIP Code 08054

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

Signature of Correspondent or Responsible Party  Date 06/14/2019

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



1830019105

1830019105



COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Brenda S. Lupini, Recorder  
35 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 201605513  
Recorded On 7/19/2016 At 12:58:35 PM  
\* Instrument Type - MORTGAGE  
Invoice Number - 206102  
\* Mortgagor - HEINEMAN, BRIANNE  
\* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC  
User - HAS

\* Total Pages - 24

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$36.50
AFFORDABLE HOUSING	\$51.50
RECORDING FEES -	\$51.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$144.00

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
HOMETOWN ABSTRACT

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



*Brenda S. Lupini*  
Brenda S. Lupini  
Recorder of Deeds

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

When recorded, return to:  
Allied Mortgage Group, Inc.  
ATTN: Recorded Documents  
C/O Doc Probe  
1125 Ocean Avenue  
Lakewood, NJ 08701  
877-448-2745

This document was prepared by:  
Allied Mortgage Group, Inc.  
7 Bala Avenue, Suite 108  
Bala Cynwyd, PA 19004  
610-668-2745

APN #: 08-02-070-00

Title Order No.: 3406

LOAN #: 200216051245

[Space Above This Line For Recording Data]

## MORTGAGE

FHA Case No.

446-2973448-703

MIN: 1000907-1409479577-5

MERS PHONE #: 1-888-679-8377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated  
July 15, 2016, together with all Riders to this document.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3039 1/01  
Modified for FHA 9/2014 (HUD Handbook 4000.1)  
Ellie Mae, Inc.

Page 1 of 22

PAEFHA16DL 0915  
PAEDEDL (CL9)  
07/14/2016 11:06 AM PST



(B) "Borrower" is BRIANNE HEINEMAN.

LOAN #: 200216051245

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has a mailing address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(D) "Lender" is Allied Mortgage Group, Inc. .

Lender is a Pennsylvania Corporation, organized and existing under the laws of Pennsylvania. Lender's address is 7 Bala Avenue, Suite 108, Bala Cynwyd, PA 19004.

(E) "Note" means the promissory note signed by Borrower and dated July 15, 2016. The Note states that Borrower owes Lender ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED SIXTY THREE AND NO/100\*\*\*\*\* Dollars (U.S. \$126,663.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2046.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development Rider  
☐ Other(s) [specify]





LOAN #: 200216051245

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's



LOAN #: 200216051245

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Columbia

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 08-02-070-00

COPIED

which currently has the address of 321 Walnut St, Catawissa,

[Street] [City]

Pennsylvania 17820

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2009 1/01  
Modified for FHA 9/2014 (HUD Handbook 4000.1)  
Ellie Mae, Inc.

Page 4 of 22

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PAEDEDL (CLS)  
07/14/2015 11:06 AM PST



LOAN #: 200216051245

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



LOAN #: 200216051245

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

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

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.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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



LOAN #: 200216051245

or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation



LOAN #: 200216051245

secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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Modified for FHA 9/2014 (HUD Handbook 4000.1)

Elle Mae, Inc.

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Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect



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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay





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Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of



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Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.



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If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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



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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (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. Lender may require that Borrower pay such



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reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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



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

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

**22. 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) **Safe 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



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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.

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

**23. 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 Section 23.

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



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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.

**24. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, 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 Section 24 or applicable law.

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

**26. 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.





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27. **Reinstatement Period.** Borrower's time to reinstate provided in Section 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

28. **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.

29. **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.

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

  
BRIANNE HEINEMAN

7/15/16 (Seal)  
DATE



EXHIBIT "A"

PARCEL NO. 1:

ALL THAT CERTAIN piece and parcel of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in the northerly line of Walnut Street in said Borough of Catawissa, in line of land now or formerly of the Rebecca K. Cornelison; thence along the northerly line of said Walnut Street, north fifty-nine (59) degrees forty-five (45) minutes west, a distance of eighty-five (85) feet to an iron pin corner in the easterly line of a twenty (20) foot alley; thence along the easterly line of said alley, north thirty (30) degrees fifteen (15) minutes east, a distance of fifty (50) feet to line of land now or formerly of Deryl Huber and an iron pin corner; thence along the line of land now or formerly of said Deryl Huber, south fifty-nine (59) degrees forty-five (45) minutes east, a distance of eighty-five (85) feet to an iron pin corner in line of land now or formerly of Rebecca K. Cornelison; thence along the line of land now or formerly of the said Cornelison, south thirty (30) degrees fifteen (15) minutes west, a distance of fifty (50) feet to an iron pin corner in the northerly line of Walnut Street aforesaid, the place of beginning.

PARCEL NO. 2:

ALL THAT CERTAIN piece and parcel of land situate in Catawissa Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the northeasterly line of Walnut Street in said Borough of Catawissa, it being the southwesterly corner of other land now or formerly of Harold C. Cornelison and wife; thence running along the line of other land now or formerly of Cornelison and wife, north thirty (30) degrees fifteen (15) minutes east, fifty (50) feet east to an iron pin corner set in line of land now or formerly of Deryl Huber; thence along the line of land now or formerly of said Huber, south fifty-nine (59) degrees forty-five (45) minutes east, ten (10) feet to a corner set in line of other land now or formerly of said Robert D. Berninger, et al.; thence along the line of other land now or formerly of Robert D. Berninger, et al, south thirty (30) degrees fifteen (15) minutes west, fifty (50) feet to a corner set in the northeasterly line of Walnut Street aforesaid; thence along the line of Walnut Street, north fifty-nine (59) degrees forty-five (45) minutes west ten (10) feet to an iron pin corner, the place of beginning.

WHEREON is erected a dwelling municipally numbered 321 Walnut Street, Catawissa, Columbia County, Pennsylvania.

BEING further identified as Tax Parcel Identification Number 08 02 07000000.

BEING THE SAME premises which Michael A. Dumheller, by his Deed dated August 7, 2015 and recorded August 11, 2015 in the Office for the Recorder of Deeds in and for Columbia County, Pennsylvania as Instrument Number 201506456, granted and conveyed unto CRT Enterprises, LLC.

ALSO BEING THE SAME premises which CRT Enterprises, LLC, by its Deed dated June 9, 2016 to be forthwith recorded in the Office for the Recorder of Deeds in and for Columbia County, Pennsylvania will grant and convey unto Briarne Heineman, the Mortgagor herein.

This is a purchase money mortgage.

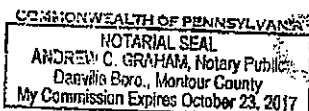
LOAN #: 200216051245

Commonwealth of Pennsylvania  
County of Montour

On this, the 15 day of July, 2016, before me,  
Andrew C. Graham, the undersigned officer, personally appeared BRIANNE  
HEINEMAN, known to me (or satisfactorily proven) to be the person whose name(s) is/are  
subscribed to the within instrument and acknowledged that he/she/they executed the same  
for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires: 10-23-17



Notary Public  
Title of Officer

Lender: Allied Mortgage Group, Inc.  
NMLS ID: 1067  
Broker: Mortgage Network Solutions, LLC  
NMLS ID: 58096  
Loan Originator: Paul Long  
NMLS ID: 628296

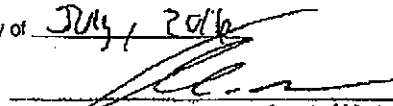


LOAN #: 200216051245

Certificate of Residence

I, Andrew C. Graham, do hereby certify  
that the correct address of the within-named Mortgagee is 7 Bala Avenue, Suite 108, Bala Cynwyd,  
PA 19004.

Witness my hand this 15 day of July, 2016

  
Agent of Mortgagee

COPIES





COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Brenda S. Lupini, Recorder  
35 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 201806782  
Recorded On 9/4/2018 At 11:02:50 AM

\*Total Pages - 3

\*Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 224032

\*Grantor - HEINEMAN, BRIANNE

\*Grantee - 360 MORTGAGE GROUP LLC

User - TSA

**\*FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$58.75

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:**  
MAIL ORION FINANCIAL GROUP INC  
2860 EXCHANGE BLVD  
SUITE 100  
SOUTHLAKE, TX 76092

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



*Brenda S. Lupini*  
Brenda S. Lupini  
Recorder of Deeds

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

PREPARED BY & RETURN TO:  
C. R. Hall  
2860 Exchange Blvd. # 100  
Southlake TX 76092

**Assignment of Mortgage**

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC. ITS SUCCESSORS AND ASSIGNS P.O. Box 2026, Flint MI 48501-2026 (Assignor) by these presents does assign, and set over, without recourse, to 360 MORTGAGE GROUP, LLC 11305 Four Points Drive, Bldg 1, Suite 208, Austin TX 78726 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by BRIANNE HEINEMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC. ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 7/15/2016 is recorded in the State of PA, County of Columbia on 7/19/2016, as Instrument # 201605513 AMOUNT: \$ 126,663.00 NO ASSIGNMENTS OF RECORD Property Address: 321 WALNUT ST, CATAWISSA, PA, 17820

IN WITNESS WHEREOF, the undersigned entity has caused this instrument to be executed by its proper signatory. Executed on: August 7, 2018

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC. ITS SUCCESSORS AND ASSIGNS

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

Charles Robert Hall, Assistant Vice President



HEINEMAN CAB \*14101699\*

The Assignee hereby certifies that the precise address of the within named 360 MORTGAGE GROUP, LLC is 11305 Four Points Drive, Bldg 1, Suite 208, Austin TX 78726.

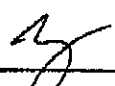
\_\_\_\_\_

PREPARED BY & RETURN TO:  
C. R. Hall  
2860 Exchange Blvd. # 100  
Southlake TX 76092

State of TX, County of Tarrant

On August 7, 2018, before me, the undersigned, personally appeared Charles Robert Hall, who acknowledged that he/she is Assistant Vice President of for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC. ITS SUCCESSORS AND ASSIGNS and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC. ITS SUCCESSORS AND ASSIGNS .



  
\_\_\_\_\_  
Notary Public, Tanya Sommer  
My commission expires: June 2, 2019

\*14101699\*

0018090508 MIN 100090714094795775 MERS Phone 888-679-6377  
PA Columbia 360MORTGAGE/AOM

COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Brenda S. Lupini, Recorder  
35 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 201809246

Recorded On 12/3/2018 At 1:36:44 PM

\* Total Pages - 3

\* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 226051

\* Grantor - HEINEMAN, BRIANNE

\* Grantee - NEW PENN FINANCIAL LLC

User - HAS

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES -	\$14.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$59.75

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:

CSC

919 NORTH 1000 WEST

LOGAN, UT 84341

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



Brenda S. Lupini  
Recorder of Deeds

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



MERS MIN #: 1000907-1409479577-5  
MERS PHONE #: 1-888-679-MERS

**ASSIGNMENT OF MORTGAGE**

360 MORTGAGE GROUP, LLC, "Assignor" whose address is 11305 Four Points Drive, Bldg 1, Suite 200, Austin TX 78726, in consideration of the sum of Ten Dollars and 00/100 cents, and other valuable considerations received from or on behalf of:

NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING, "Assignee" whose address is 4000 Chemical road, suite 200, Plymouth Meeting, PA 19462, on the date herein stated the encasing and delivery of these presents the receipt whereof is hereby acknowledged, did grant, bargain, assign, transfer and set over unto the Assignee the certain Mortgage bearing the date of July 15, 2016 for the amount of \$126,663.00 by BRIANNE HEINEMAN in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIED MORTGAGE GROUP, INC A PENNSYLVANIA CORPORATION, and recorded on July 19, 2016 in Official Record Instrument 201605513 of the Public Records of Columbia County, PENNSYLVANIA upon the following land in said county:

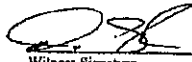
Commonly known as 321 WALNUT STREET CATAWISSA, PA 17820


That is described in the aforementioned Mortgage.

Property address: 321 WALNUT STREET CATAWISSA, PA 17820

TO HAVE AND TO HOLD the same unto the Assignee, heirs, legal representatives, successors and assigns forever.

Dated this 14<sup>th</sup> day of November, 2018.

  
Witness Signature  
Traci Luckhaupt  
Printed Name

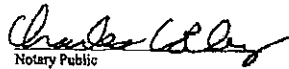
  
Witness Signature  
Kady L. Floyd  
Printed Name

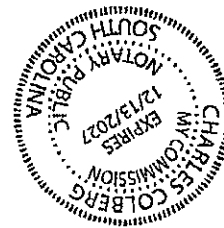
By: New Penn Financial LLC d/b/a Shellpoint  
Mortgage servicer as attorney in fact for 360  
MORTGAGE GROUP, LLC, its successors and/or  
assigns  
Traci Luckhaupt  
by: Traci Luckhaupt  
Printed Name  
Its: Vice President  
Title

STATE OF South Carolina  
COUNTY OF Greenville

I CERTIFY that on this 14<sup>th</sup> day of November, 2018  
Traci Luckhaupt as Vice President of 360 MORTGAGE GROUP, LLC, its successors and/or assigns  
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one,  
each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to execute and did execute this instrument on behalf of 360 MORTGAGE GROUP, LLC,  
its successors and/or assigns on behalf of the assignor the corporation named herein.

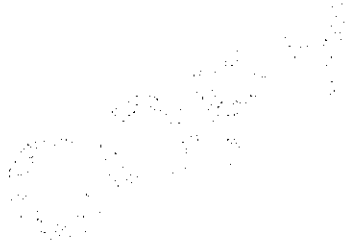
  
Notary Public



**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise address of the Assignee, **NEW PENN FINANCIAL LLC**  
**D/B/A SHELLPOINT MORTGAGE SERVICING**, is 4000 Chemical Road, Suite 200,  
Plymouth Meeting, PA 19462.

Attested By: Brianne Diaz  
Brianne Diaz



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



**Plaintiff**  
NEW PENN FINANCIAL LLC

vs.

**Defendant**  
BRIANNE HEINEMAN

Attorney for the Plaintiff:  
RAS CITRON LLC  
133 GAITHER DRIVE  
SUITE F  
MT. LAUREL, NJ 08054

Sheriff's Sale Date: Wednesday, June 12, 2019

Writ of Execution No. : 2018CV1497

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 321 WALNUT STREET, CATAWISSA, PA 17820

## 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	\$30.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,758.00
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$100.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$180.00
Service Mileage	\$10.00
Distribution Form	\$25.00
Copies	\$6.00
Notary Fee	\$10.00
Tax Claim Search	\$5.00
Surcharge	\$130.00

**Total Sheriff Costs \$2,561.50**

## Municipal Costs

Water	\$77.93
Other	\$102.10
Sewer	\$86.00

**Total Municipal Costs \$266.03**

## Distribution Costs

Recording Fees	\$72.75
----------------	---------

**Total Distribution Costs \$72.75**

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

Location of the real estate: 321 WALNUT STREET, CATAWISSA, PA 17820

---

Grand Total:

\$2,900.28

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

2019  
ED 46

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA,  
CIVIL DIVISION

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff,

vs.

BRIANNE HEINEMAN  
Defendant(s)

NO: 2018-CV-1497

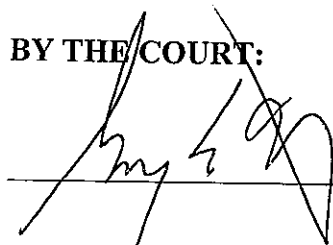
CIVIL ACTION

ORDER

AND NOW, to wit, this 23rd day of July, 2019 upon consideration of Plaintiff's Motion to Set Aside Sale Without Prejudice (the "Motion"), and any response thereto, it is hereby **ORDERED** as follows:

1. Plaintiff's Motion is hereby **GRANTED**;
2. The June 12, 2019 Sheriff's Sale of the Property located at 321 Walnut Street, Catawissa, PA 17820 is **SET ASIDE** and **VACATED WITHOUT PREJUDICE**;

BY THE COURT:

  
\_\_\_\_\_, J.

18-222744

FILED  
PROTHONOTARY  
2019 JUL 24 A 10:02  
CLERK OF COURTS  
COUNTY OF COLUMBIA, PA

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

NEW PENN FINANCIAL LLC      VS.    BRIANNE HEINEMAN

NO.    46-2019    ED

NO.    1497-2018    JD

DATE/TIME OF SALE:      JUNE 12, 2019 @ 9:00 AM

BID PRICE (INCLUDES COST)      \$ 2900.28

POUNDAGE – 2% OF BID      \$ 58.01

TRANSFER TAX – 2% OF FAIR MKT      \$ —

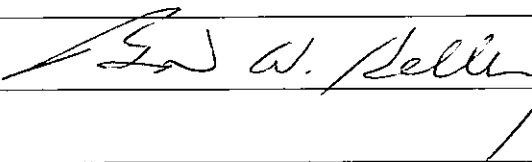
MISC. COSTS      \$ —

TOTAL AMOUNT NEEDED TO PURCHASE      \$ 2958.29

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

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

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

PURCHASER(S) SIGNATURE(S): 

TOTAL DUE:      \$ 2958.29

LESS DEPOSIT:      \$ 1350.00

DOWN PAYMENT:      \$ \_\_\_\_\_

TOTAL DUE IN 8 DAYS      \$ 1608.29

# SHERIFF'S SALE COST SHEET

18-1497

VS.  
NO. \_\_\_\_\_ ED NO. \_\_\_\_\_ JD DATE/TIME OF SALE \_\_\_\_\_

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>180.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>30.00</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>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>6.00</u>	
NOTARY	\$ <u>16.00</u>	
TOTAL *****		\$ <u>468.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1758.00</u>	
SOLICITOR'S SERVICES	\$100.00	
TOTAL *****		\$ <u>2008.00</u>

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$ <u>72.75</u>	
TOTAL *****		\$ <u>82.75</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>130.00</u>	
MISC. _____	\$ _____	
_____	\$ _____	
TOTAL *****		\$ <u>0.00</u>

TOTAL COSTS (OPENING BID) \$ 2634.25

NEED THIS STUD FOR YOUR FILE

**CATAWISSA BOROUGH**  
307 MAIN ST.  
CATAWISSA, PENNSYLVANIA 17820

ADDRESS SERVICE REQUESTED

ACCOUNT NO. BILLING PERIOD 06/28/2019  
000608-01 05/13/2019 - 06/06/2019  
SERVICE TO:  
321 WALNUT STREET

NEW	11651
OLD	11502
USED	149

OUTSTANDING BALANCE Electric Sewer 53.45 40.00  
COST 42.30 40.00  
PA TAX

NET AMOUNT 95.75 80.00

AFTER 06/20/2019  
PENALTY 6.35 6.00  
GROSS AMOUNT 102.10 86.00

PAYMENTS MADE AFTER 06/06/2019  
ARE NOT REFLECTED ON THIS BILL

PRE-SORTED  
FIRST CLASS MAIL  
U.S. POSTAGE PAID  
PERMIT NO. 28  
BLOOMSBURG, PA

PAY BILLS AT CATAWISSA FCBT  
DO NOT PAY ANYWAY will be  
Deducted from your Bank Account  
ACCOUNT NO. BILLING PERIOD  
000608-01 05/13/2019 06/06/2019

NET AMOUNT	Electric	Sewer
	95.75	80.00
GROSS AMOUNT	102.10	86.00
PAY GROSS AMOUNT AFTER 06/20/2019		

SERVICE TO: 321 WALNUT STREET  
METER #: 679

BRYANNE HEINEMAN  
321 WALNUT ST.  
CATAWISSA, PA 17820

RETURN THIS PORTION WITH PAYMENT



## Catawissa Water Authority

Borough of Catawissa  
19 Schoolhouse Road  
P. O. Box 54

Catawissa, PA 17820

Phone: 570-356-2172 Fax: 570-356-7695

June 5, 2019

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

RE: Brianne Heineman - 321 Walnut St., Catawissa, PA 17820  
Docket # 2018CV1497

Dear Sheriff Chamberlain:

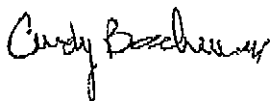
As of today's date, the following is the water utility amount owed to Catawissa Water Authority by the above referenced property.

Brianne Heineman - 321 Walnut St., Catawissa, PA - **\$77.93**

We understand the property is scheduled for Sheriff's Sale on June 12, 2019.

If you have any questions, please contact me at 570-356-2172.

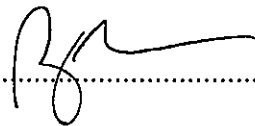
Sincerely,



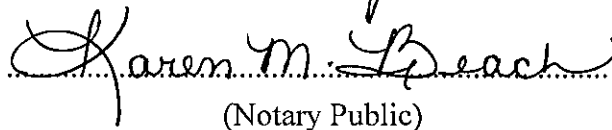
Cindy Bachman  
Superintendent  
Catawissa Water Authority

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

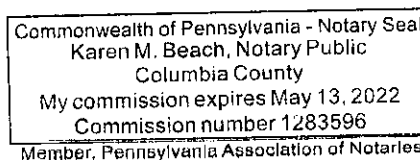
Paula J. Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice May 22, 29 and June 5, 2019 and that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....  .....

Sworn and subscribed to before me this 5<sup>th</sup> day of June 2019.....

.....  .....

(Notary Public)



And now,....., 20....., I hereby certify that the advertising and publication charges amounting to \$.....for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Posting - Sale Bill

**Zone:**

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
SHERIFF'S SALE BILL

**Serve To:**

**Name:** (POSTING)

**Primary Address:** 321 WALNUT STREET  
CATAWISSA, PA 17820

**Phone:**

**DOB:**

**Alternate Address:**

**Phone:**

**Final Service:**

**Served:** Personally · Adult In Charge · Posted · Other

**Adult In Charge:**

**Relation:**

**Date:**

**Time:** 1745

**Deputy:**

**Mileage:**

**Attorney / Originator:**

**Name:** RAS CITRON LLC

**Phone:**

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**


**Service Attempt Notes:**

1. 487 N 4th & 1st left 2nd on Rt.
- 2.
- 3.
- 4.
- 5.
- 6.

(POSTING)

2018CV1497

321 WALNUT STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
BRIANNE HEINEMAN

Case Number  
2018CV1497

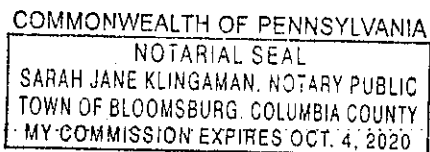
## SHERIFF'S RETURN OF SERVICE

05/10/2019 SHERIFF TIMOTHY T. CHAMBERLAIN, 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 321 WALNUT STREET, CATAWISSA, PA 17820.

SO ANSWERS,

TIMOTHY T. CHAMBERLAIN, SHERIFF

May 16, 2019



NOTARY

Affirmed and subscribed to before me this

16TH day of MAY, 2019

Plaintiff Attorney: RAS CITRON LLC, 133 GAITHER DRIVE, SUITE F, MT. LAUREL, NJ 08054

RAS CITRON, LLC  
Attorneys for Plaintiff  
Robert Crawley Esq., Id No: 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

v.

BRIANNE HEINEMAN  
Defendant(s)

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

NO: 2018-CV-1497

MORTGAGE FORECLOSURE

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P RULE 3129.1**

Plaintiff, by and through its undersigned counsel, says that:

1. On N/A, a copy of the Notice of Sheriff's Sale of Real Property was served upon the defendant by a private process server. A copy of the service return is attached hereto and made part hereof as Exhibit "A."
2. On April 11, 2019, a copy of the Notice of Sheriff's Sale was served upon lien holders of record and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto and made part hereof as Exhibit "B."
3. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "C."

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated:

RAS Citron, LLC

4/23/2019

Robert Crawley, Esquire  
Attorney ID No. 319712

COPIES

RAS Citron, LLC  
Robert Crawley Id No: 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906

Attorneys for Plaintiff

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING Plaintiff  v.  BRIANNE HEINEMAN Defendant(s)	COURT OF COMMON PLEAS COLUMBIA COUNTY  NO: 2018 -CV-1497  2019-ED
--	--

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, Plaintiff in the above action, by the undersigned attorney, **RAS CITRON, LLC** sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at **321 WALNUT STREET, CATAWISSA, PA 17820**.

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

Brianne Heineman  
321 Walnut Street  
Catawissa, PA 17820

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

Brianne Heineman  
321 Walnut Street  
Catawissa, PA 17820

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

None

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

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING  
75 Beattie Place, Suite 300  
Greenville , SC 29601

360 Mortgage Group, LLC  
11305 Four Points Drive, Building 1, Suite 200  
Austin, TX 78726

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

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:

Columbia County Tax Claim Bureau  
11 West Main Street, Main Street County Annex  
Bloomsburg, PA 17815

Columbia County Domestic Relations Section  
11 West Main Street  
Bloomsburg, PA 17815

Commonwealth of PA, Department of Revenue  
Bureau of Compliance, P.O. Box 28130  
Harrisburg, PA 17128-1230

Tenants/Occupants  
321 Walnut Street  
Catawissa, PA 17820

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:

None

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. § 4904 relating to unsworn falsification to authorities.

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

RAS Citron, LLC - Attorneys for Plaintiff  
Robert Crawley Id No: 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906

RAS CITRON, LLC  
Attorneys for Plaintiff  
Robert Crawley Id No: 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

v.

BRIANNE HEINEMAN  
Defendant(s)

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

NO: 2018 -CV-1497

MORTGAGE FORECLOSURE

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

**TO: ALL PARTIES IN INTEREST AND CLAIMANTS**

**Owner(s): BRIANNE HEINEMAN**

**Property: 321 WALNUT STREET, CATAWISSA, PA 17820**

**Improvements: RESIDENTIAL DWELLING**

**Judgment amount: \$126249.63**

The above captioned property is scheduled to be sold at the COLUMBIA County Sheriff's Sale on June 12, 2019 at 09:00AM, at the Columbia County Courthouse 35 West Main Street, Bloomsburg, PA 17815. Our records indicate that you may hold a mortgage or judgment on the property, which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

The Sheriff will file a Schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.


If the sale is set aside for any reason, the purchaser shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the mortgagor, the mortgagee, or the mortgagee's attorney.

If you have any questions regarding the type of lien or the effect of the Sheriff's sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY** as we are not permitted to give you legal advice.

**Exhibit B**



Name and Address of Sender		RAS Citron, LLC 133 Gaither Drive, Suite F Mt. Laurel, NJ 08054 Henni Crommarty		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		<input type="checkbox"/> Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.		
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee Remarks
1	2018-CV-1497	Columbia County Tax Claim Bureau 11 W. main Street, Main Street County Annex Bloomsburg, PA 17815										
2	2014-ED-000046	Columbia County Domestic Relations Section 11 West Main Street Bloomsburg, PA 17815										
3	06/12/2019	Commonwealth of Pa, Department of Revenue Bureau of Compliance, P.O. Box 281230 Harrisburg, PA 17128-1230										
4		Tenants/Occupants 321 Walnut Street Catavissa, PA 17820										
5		360 Mortgage Group, LLC 11305 Four Points Drive, Building 1, Suite 200 Austin, TX 78726										
6												
7												
8												
9												
10												
11												
12												
13												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per Name of Receiving Employee		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.							
5			[Signature]									
PS Form 3877, February 1994												
Form Must be Completed by Typewriter, Ink or Ball Point Pen												

UNITED STATES POSTAGE  
  
 PITNEY BOWES  
 02 1P \$002.45<sup>0</sup>  
 0000922703 APR 11 2019  
 MAILED FROM ZIP CODE 08054

MT. LAUREL  
 APR 11 2019  
 USPS

Exhibit B

Brianne Heineman - RAS #18-222744 (Columbia County)

RAS CITRON, LLC  
ATTORNEYS FOR PLAINTIFF  
ROBERT CRAWLEY, ESQ.,  
133 GAITHER DRIVE, SUITE F  
MOUNT LAUREL, NJ 08054  
(855) 225-6906

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

v.

BRIANNE HEINEMAN  
Defendant(s)

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

NO: 2018-CV-1497

### AFFIDAVIT OF SERVICE

The undersigned, on behalf of Plaintiff, hereby certifies he did serve upon Defendant(s) a true and correct copy of the above-captioned Notice of Sale in accordance with the Court Order dated January 24, 2019, as follows:

By sending certified and regular mail on April 11, 2019 at the address of:

321 Walnut Street, Catawissa, PA 17820

By publication in the Press Enterprise on April 17, 2019.

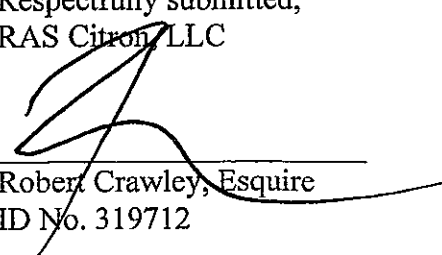
By Posting to the mortgaged premises on April 20, 2019 at the address of:

The proofs of service are attached hereto as Exhibit "A".

The undersigned verifies that the statements made in this affidavit are true and correct to the best of his personal knowledge or information and belief. The undersigned understands that false statements herein are made subject to the penalties of 18Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 4/23/2019

Respectfully submitted,  
RAS Citron LLC

  
Robert Crawley, Esquire  
ID No. 319712



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY PENNSYLVANIA

NEW PENN FINANCIAL LLC D/B/A  
SHELLPOINT MORTGAGE SERVICING  
Plaintiff,

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

v.

NO: 2018 -CV-1497

BRIANNE HEINEMAN  
Defendant

ORDER

AND NOW, this 24<sup>th</sup> day of January, 2019, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby **ORDERED** that service of the Complaint in Mortgage Foreclosure on Defendant, BRIANNE HEINEMAN, shall be complete when Plaintiff or its counsel or agent has served true and correct copies of the Complaint in Mortgage Foreclosure by posting the mortgaged premises at:

321 WALNUT STREET, CATAWISSA, PA 17820

And by mailing by certified mail and regular mail to the last known address(es) of the Defendant as follows:

BRIANNE HEINEMAN  
321 WALNUT STREET  
CATAWISSA, PA 17820

And by publication per Pa. RCP 430(b)(1)

BY THE COURT:

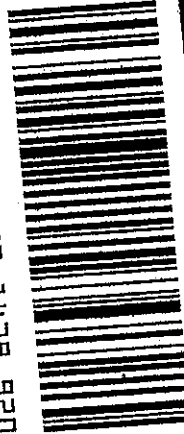
151 Gary E. Norton

CLERK OF COURTS  
COUNTY OF COLUMBIA  
2019 JAN 28 P 4:00  
PROCLAMATORY

Exhibit C

133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054

**CERTIFIED MAIL**



7038 2290 0002 1439 9207

Brianne Heineman  
321 Walnut Street  
Catawissa, PA 17820



UNITED STATES POSTAGE  
PITNEY BOWES  
\$ 006.80  
02 1P  
0000922703  
APR 11 2019  
MAILED FROM ZIP CODE 08054

**Exhibit A**

*pmc*

UNITED STATES POSTAL SERVICE  
PLACE STICKER TOP TO TOP OF THE FRONT OF THE RETURN ENVELOPE TO RETURN MAIL TO US

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Brianne Heineman  
321 Walnut Street  
Catawissa, PA 17820

9590 9402 4807 8344 8526 52



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

7018 2290 0002 1439 9207

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

☒ X

☐ Agent  
☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1? ☐ Yes**  
If YES, enter delivery address below: ☐ No

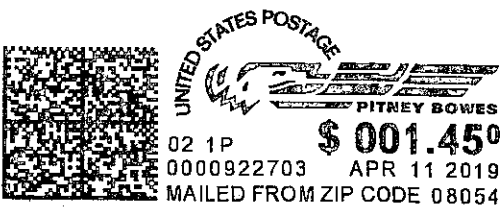
**3. Service Type**

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Exhibit A

Name and Address of Sender		RAS Citron, LLC 133 Gaither Drive, Suite F Mt. Laurel, NJ 08054 Henni Crommarty		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
Line	Article Number	Name of Addressee, Street, and Post Office Address		Postage	Fee	Handling Charge	Act Value (if Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst Del Fee Remarks
1	2018-CV-1497	Brienne Heineman 321 Walnut Street Catwissa, PA 17820											
2													
3	06/12/2019												
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)									
1		1		[Signature]									
PS Form 3877, February 1994				Form Must be Completed by Typewriter, Ink or Ball Point Pen									



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

Exhibit A

Brienne Heineman – RAS #18-222744 (Columbia County)

Newrez LLC dba Shellpoint Mortgage Servicing, et. al., Plaintiff(s)  
vs.  
Brienne Heineman, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 153742-0001

## AFFIDAVIT OF SERVICE – Individual

Service of Process on:

–Brienne Heineman, by posting  
Court Case No. Columbia Co 2018-CV-1497

**RAS CITRON LLC**  
**Ms. Henrietta Crommarty**  
**133 Gaither Dr., Ste. F**  
**Mount Laurel, NJ 08054**

State of: Pa, ss.

County of: Berks

Name of Server: Denise Hinkle, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 20 day of April, 20 19, at 558 o'clock p M

Place of Service: at 321 Walnut Street, in Catawissa, PA 17820

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:  
Brienne Heineman, by posting

Person Served, and  
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served.
- ☒ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
Brienne Heineman, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents:

The person receiving documents is described as follows:

Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Denise Hinkle  
Signature of Server

**APS International, Ltd.**

Subscribed and sworn to before me this

22 day of April, 2019

Notary Public, State of Pennsylvania (Commission Expires)

NOTARIAL SEAL

Eric M. Allertbach, Notary Public  
Washington Twp. Berks County  
My commission expires November 18, 2021

# Exhibit A

RAS Citron, LLC  
Robert Crawley, Esq. ID No. 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906  
rcrawley@rasnj.com

Attorneys for Plaintiff

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

NO: 2018 -CV-1497

v.

BRIANNE HEINEMAN  
Defendant(s)

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

**TO:** BRIANNE HEINEMAN  
321 WALNUT STREET CATAWISSA, PA 17820

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

Your house (real estate) at **321 WALNUT STREET CATAWISSA, PA 17820** is scheduled to be sold at the Sheriff's Sale on **June 12, 2019 at 9:00 AM** at the **Columbia County Courthouse 35 West Main Street, Bloomsburg, PA 17815** to enforce the court judgment of **\$126,249.63**, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the new date will be announced at the time of sale.

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

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

1. The sale will be cancelled if you pay to the mortgagee the back payments, late charges, costs and attorney's fees due. To find out how much you must pay, you may call: 855-225-6906.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

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

**Exhibit A**



**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 855-225-6906.
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 855-225-6906.
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 schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. 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 Schedule of Distribution is filed.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
PO Box 186  
Harrisburg, PA 17108  
800-692-7375

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY PENNSYLVANIA	
NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING Plaintiff,	COURT OF COMMON PLEAS COLUMBIA COUNTY
v.	NO: 2018 -CV-1497
BRIANNE HEINEMAN Defendant	

**ORDER**

AND NOW, this 24<sup>th</sup> day of January, 2019, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby **ORDERED** that service of the Complaint in Mortgage Foreclosure on Defendant, BRIANNE HEINEMAN, shall be complete when Plaintiff or its counsel or agent has served true and correct copies of the Complaint in Mortgage Foreclosure by posting the mortgaged premises at:

321 WALNUT STREET, CATAWISSA, PA 17820

And by mailing by certified mail and regular mail to the last known address(es) of the Defendant as follows:

BRIANNE HEINEMAN  
321 WALNUT STREET  
CATAWISSA, PA 17820

And by publication per Pa. RCP 430(b)(1)

BY THE COURT:

151 Gary E. Norton

CLERK OF COURT  
COUNTY OF COLUMBIA  
2019 JAN 28 P 4:00  
CLERK

Exhibit C

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

} SS

**LEGAL NOTICE**

**CIVIL ACTION**  
COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PA  
CIVIL ACTION LAW  
NO. 2018-001297

**NOTICE OF MORTGAGE FORECLOSURE**  
NEWREZ LLC, d/b/a SHELLPOINT MORTGAGE  
SERVICING, INC.

**DEFENDANT:**  
BRIANNE BELEVAN, Defendant  
321 WALNUT STREET, CATAWISSA, PA 17820

**COMPLAINT IN MORTGAGE FORECLOSURE**  
You are hereby notified that Plaintiff NEWREZ LLC  
D/B/A SHELLPOINT MORTGAGE SERVICING has filed  
a Motion for Foreclosure Complaint endorsed with a  
Notice and sent to you in the Court of Common  
Pleas of COLUMBIA County, PA docketed as No. 2018-  
CV-1497 relating to foreclose the mortgage secured on  
your property located 321 WALNUT STREET, CATAWISSA,  
PA 17820.

**NOTICE**  
YOU HAVE BEEN SUED IN COURT. If you wish to defend  
against the claims set forth in this notice you must take  
action within twenty (20) days after the Complaint and  
Notice are served by entering a written appearance per-  
sonally or by mail and filing it with the Court.  
You must also file objections to the claims set forth against  
you and state in writing that if you fail to do so, the court may  
grant a judgment in favor of the plaintiff and a judgment may be entered  
against you for the amount of the debt and any interest, costs, and  
money claimed in the Complaint or any judgment or  
order required by the plaintiff. You may lose money or  
property if you do not appear in court.  
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT  
ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW. THIS  
OFFICE CAN PROVIDE YOU WITH INFORMATION  
ABOUT HIRING A LAWYER.  
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS  
OFFICE MAY BE ABLE TO PROVIDE YOU WITH THE  
INFORMATION ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PERSONS AT A  
REDUCED FEE OR NO FEE.  
**LAWYER REFERRAL SERVICE**  
Pennsylvania Bar Association  
Bar Referral Service  
150 N. 3rd St., 17th Floor  
Harrisburg, PA 17108  
800-692-7375  
PALS OFFICE, LLC  
ATTORNEYS FOR PLAINTIFF  
Janine Davis, Esq. ID No. 87077  
133 Center Drive, Suite F  
Mt. Lebanon, PA 15206  
855-225-8908

According to law deposes and says that Press Enterprise is a  
with its principal office and place of business at 3185  
County of Columbia and State of Pennsylvania, and was  
1902, and has been published daily, continuously in said  
day and on the attached notice April 17, 2019 and that the  
sher or designated agent of the owner or publisher of said  
ment was published; that neither the affiant nor Press  
matter of said notice and advertisement and that all of the  
t as to time, place, and character of publication are true.

*[Signature]*

me this 17<sup>th</sup> day of April, 2019.

*[Signature: Karen M. Beach]*  
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal  
Karen M. Beach, Notary Public  
Columbia County  
My commission expires May 13, 2022  
Commission number 1283596  
Member, Pennsylvania Association of Notaries

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

Exhibit A

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY PENNSYLVANIA	
NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING Plaintiff,	COURT OF COMMON PLEAS COLUMBIA COUNTY
v.	NO: 2018 -CV-1497
BRIANNE HEINEMAN Defendant	

**ORDER**

AND NOW, this 24<sup>th</sup> day of January, 2019, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby **ORDERED** that service of the Complaint in Mortgage Foreclosure on Defendant, BRIANNE HEINEMAN, shall be complete when Plaintiff or its counsel or agent has served true and correct copies of the Complaint in Mortgage Foreclosure by posting the mortgaged premises at:  
321 WALNUT STREET, CATAWISSA, PA 17820

And by mailing by certified mail and regular mail to the last known address(es) of the Defendant as follows:

BRIANNE HEINEMAN  
321 WALNUT STREET  
CATAWISSA, PA 17820

And by publication per Pa. RCP 430(b)(1)

BY THE COURT:

1st Gary E. Norton

CLERK OF COURT  
2019 JAN 28 P 4:00  
NOTARIAL

**Exhibit C**

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Sale Notice

**Zone:** 46

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

**Serve To:**

**Name:** BRIANNE HEINEMAN  
**Primary Address:** 321 WALNUT STREET  
CATAWISSA, PA 17820

**Final Service:**

**Served:** Personally - Adult In Charge - Posted - Other

**Adult In Charge:**

**Phone:** **DOB:**

**Relation:**

**Alternate Address:**

**Date:** 4-23-19 **Time:** 15:00

**Phone:**

**Deputy:** 3 **Mileage:**

**Attorney / Originator:**

**Name:** RAS CITRON LLC

**Phone:**

**Service Attempts:**

<b>Date:</b>	3-27-19	3/28/19	4/8/19	4/16/19	4/16/19	4/18	4-22-19
<b>Time:</b>	12:55	1:50	3:57	1:40	2:15	9:05	10:00
<b>Mileage:</b>							
<b>Deputy:</b>	3	8	8	8	8	8	3

**Service Attempt Notes:**

1. LIC Dogs still in home.
2. Card still there mail box full none matches
3. Cards still on door Mail Box empty
4. No one home mail box full again
5. Checked w/ post office still there
6. Talked to ppl across rd. never seen her

- J-Net Same - Lic expired 4-17-2019  
No DHS or record - Works For Geisinger Wadswine  
Justin drive it  
570-275-3586

HEINEMAN, BRIANNE

2018CV1497

321 WALNUT STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Sale Notice

**Zone:**

46

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

**Serve To:**

**Name:** OCCUPANT

**Primary Address:** 321 WALNUT STREET  
CATAWISSA, PA 17820

**Phone:**

**DOB:**

**Alternate Address:**

**Phone:**

**Final Service:**

**Served:** Personally - Adult In Charge - Posted - Other

**Adult In Charge:**

**Relation:**

**Date:**

4/8/19

**Time:**

3:57 p

**Deputy:**

8

**Mileage:**

**Attorney / Originator:**

**Name:** RAS CITRON LLC

**Phone:**

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**


**Service Attempt Notes:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

OCCUPANT

2018CV1497

321 WALNUT STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

### Service Details:

**Category:** Real Estate Sale - Sale Notice

**Zone:**

46

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

**Name:** CATAWISSA SEWER TREATMENT PLANT

**Primary Address:** SOUTH FIRST STREET  
CATAWISSA, PA 17820

**Phone:** **DOB:**

**Alternate Address:**

**Phone:**

### Final Service:

**Served:** Personally Adult In Charge · Posted · Other

**Adult In Charge:** Connie Cole

**Relation:** Borough Secretary

**Date:** 3-27-19 **Time:** 13:14

**Deputy:** 3 **Mileage:**

### Attorney / Originator:

**Name:** RAS CITRON LLC

**Phone:**

### Service Attempts:

<b>Date:</b>					
<b>Time:</b>					
<b>Mileage:</b>					
<b>Deputy:</b>					

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

CATAWISSA SEWER TREA

2018CV1497

SOUTH FIRST STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Sale Notice

**Manner:** < Not Specified >

**Expires:**

**Zone:**

46

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

**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:**

SHERREY EVANS

**Relation:**

CLERK

**Date:**

3/27/19

**Time:**

0847

**Deputy:**

4

**Mileage:**

**Attorney / Originator:**

**Name:** RAS CITRON LLC

**Phone:**

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**


**Service Attempt Notes:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

COLUMBIA COUNTY TAX C

2018CV1497

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION



44

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

Date: 04/05/2019

REAL ESTATE TAX CERTIFICATION  
Fee: \$5.00

Cert. NO: 34950

HEINEMAN BRIANNE  
321 WALNUT ST  
CATAWISSA PA 17820

District: CATAWISSA BORO  
Deed: 20160 -5512  
Location: 321 WALNUT ST  
Parcel Id:08 -02 -070-00,000

Assessment: 22,392  
Balances as of 04/05/2019

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

NO TAX CLAIM TAXES DUE

By: **COLUMBIA COUNTY SHERIFF**

Per: \_\_\_\_\_

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Sale Notice

**Zone:** 46

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
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:** Alysia Wido

**Relation:** Clerk

**Date:** 3/27/19 **Time:** 0851

**Deputy:** 4 **Mileage:**

**Attorney / Originator:**

**Name:** RAS CITRON LLC

**Phone:**

**Service Attempts:**

<b>Date:</b>					
<b>Time:</b>					
<b>Mileage:</b>					
<b>Deputy:</b>					

**Service Attempt Notes:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

DOMESTIC RELATIONS OF 2018CV1497 1 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, PA NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 46

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: Paula Clark  
Primary Address: 138 South Street  
Catawissa, PA 17820

Phone: 570-356-2189 DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: 3-27-19

Time: 13:17

Deputy: 3

Mileage:

### Attorney / Originator:

Name: RAS CITRON LLC

Phone:

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

CLARK, PAULA

2018CV1497

138 SOUTH STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 46

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: CATAWISSA BOROUGH

Primary Address: 307 MAIN STREET  
CATAWISSA, PA 17820

Phone:

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Connie Cole

Relation: Secretary

Date: 3-27-19

Time: 13:14

Deputy: 3

Mileage:

### Attorney / Originator:

Name: RAS CITRON LLC

Phone:

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

- 
- 
- 
- 
- 
- 

CATAWISSA BOROUGH

2018CV1497

307 MAIN STREET, CATAWISSA, PA 17820

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

NEW PENN FINANCIAL LLC  
vs.  
HEINEMAN, BRIANNE

Case Number  
2018CV1497

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Manner: < Not Specified >

Expires:

Zone:

Warrant:

Notes: SALE DATE & TIME: 06/12/2019 AT 9:00 AM  
SHERIFF'S SALE BILL

### Serve To:

Name: (POSTING)

Primary Address: 321 WALNUT STREET  
CATAWISSA, PA 17820

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: RAS CITRON LLC

Phone:

### Service Attempts:

Date:

Time:

Mileage:

Deputy:


### Service Attempt Notes:

- 
- 
- 
- 
- 
- 

(POSTING)

2018CV1497

321 WALNUT STREET, CATAWISSA, PA 17820

NO EXPIRATION

# PRESS ENTERPRISE

3185 Lackawanna Ave  
Bloomsburg, PA 17815

Classifieds: (570) 784-6151  
Toll Free: 888-231-9767 ext 1299  
Fax: (570) 784-6152

Proof of Ad 03/26/19

Account:

Name:  
Company: **TIM CHAMBERLAIN - COLUM COUNTY SHER**  
Address: **PO BOX 380**  
**BLOOMSBURG, PA 17815**  
Telephone: **(570) 389-5622**

Ad ID:	1163541
Description:	BRIANNE HEINEMAN
<b>SALE</b>	
Run Dates:	05/22/19 to 06/05/19
Class:	2
Agate Lines:	291
Blind Box:	

<b>Total Ad Cost</b>	<b>\$1,758.00</b>			
<b>Amount Paid</b>	<b>\$0.00</b>			
<u><b>Publication</b></u>	<u><b>Start</b></u>	<u><b>Stop</b></u>	<u><b>Inserts</b></u>	<u><b>Cost</b></u>
Press Enterprise	05/22/19	06/05/19	3	\$1,758.00

## SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2018CV1437

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 12, 2019 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.

### Legal Description

#### PARCEL NO. 1

ALL THAT CERTAIN piece and parcel of land situated in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows: BEGINNING at the Residence of K. Cornelison; thence along the northerly line of said Walnut Street, fifty-nine (59) degrees forty-five (45) minutes west, a distance eighty-four (84) feet to an iron pin corner in the easterly line of a twenty (20) foot alley; thence along the westerly line of said alley, north thirty (30) degrees fifteen (15) minutes east, a distance of fifty (50) feet to line of land now or formerly of Daryl Huber; and an iron pin corner; thence along the line of now or formerly of said Daryl Huber, south fifty-nine (59) degrees forty-five (45) minutes east, a distance eighty-five (85) feet to an iron pin corner in line of land now or formerly of Rebecca K. Cornelison; thence along the line of land now or formerly of the said Cornelison, south thirty (30) degrees fifteen (15) minutes west, a distance of fifty (50) feet to an iron pin corner in the northerly line of Walnut Street aforesaid; the place of beginning.

#### PARCEL NO. 2

ALL THAT CERTAIN piece and parcel of land situated in Catawissa Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the northerly line of Walnut Street in said Borough of Catawissa, it being the southwest corner of other land now or formerly of Harold C. Cornelison and wife; thence running along the line of other land now or formerly of Cornelison and wife, north thirty (30) degrees fifteen (15) minutes east, fifty (50) feet east to an iron pin corner set in line of land now or formerly of Daryl Huber; thence along the line of land now or formerly of said Huber, south fifty-nine (59) degrees forty-five (45) minutes east, ten (10) feet to a corner set in line of other land now or formerly of said Robert D. Berninger, et al.; thence along the line of other land now or formerly of Robert D. Berninger, et al., south thirty (30) degrees fifteen (15) minutes east, fifty (50) feet to a corner set in the northerly line of Walnut Street aforesaid; thence along the line of Walnut Street, north fifty-nine (59) degrees forty-five (45) minutes west, ten (10) feet to an iron pin corner; the place of beginning.

WHEREON is enacted a dwelling municipality numbered 321 Walnut Street, Catawissa, Columbia County, Pennsylvania.

BEING further identified as Tax Parcel identification Number 08 02 07000000.

BEING the same premises which Michael A. Drummler, by Deed dated August 7, 2015 and recorded August 11, 2015 in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, as Instrument Number 2015-06456, granted and conveyed unto CRT Enterprises, LLC, Grantor herein.

BEING KNOWN AS: 321 WALNUT STREET CATAWISSA, PA 17820

PROPERTY ID: 08-02-070

TITLE TO SAID PREMISES IS VESTED IN BRIANNE HEINEMAN, BY DEED FROM CRT ENTERPRISES, LLC, DATED JULY 15, 2016

RECORDED JULY 19, 2016 INSTRUMENT NO. 201605612

TO BE SOLD AS PROPERTY OF BRIANNE HEINEMAN

PROPERTY ADDRESS: 321 WALNUT STREET, CATAWISSA, PA 17820

UPI / TAX PARCEL NUMBER: 08-02-070

Seized and taken into execution to be sold as the property of BRIANNE HEINEMAN in suit of NEW PENN FINANCIAL LLC.

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 CONSEQUENTS 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 re-sell 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 delinquent bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise signed by an authorized representative of the plaintiff.

TIMOTHY T. CHAMBERLAIN, Sheriff

COLUMBIA COUNTY, Pennsylvania

Attorney for the Plaintiff:

WASCEYRON LLC

MT LAUREL, NJ

RAS Citron, LLC  
Robert Crawley, Esq. ID No. 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906  
rcrawley@rasnj.com

Attorneys for Plaintiff

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

NO: 2018 -CV-1497

v.

BRIANNE HEINEMAN  
Defendant(s)

**AFFIDAVIT OF NON-MILITARY SERVICE**

The undersigned attorney states based upon a search of the Department of Defense Manpower Data Center for the Defendant(s), that the Defendant(s), BRIANNE HEINEMAN, who/each of whom is over 18 years of age is/are not in active military service as defined in the Servicemembers' Civil Relief Act. The Military Status Report(s) is/are attached hereto.

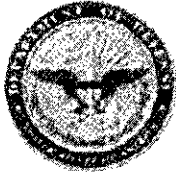
The Affiant lacks sufficient information to be able to determine whether any other Defendants in this action are in active military service because Plaintiff cannot provide date(s) of birth and/or Social Security number(s) for said Defendant(s), to enable a search.

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

Dated: 3/22/2019

RAS Citron, LLC - Attorneys for Plaintiff

  
Robert Crawley, Esq., ID No. 319712

**Status Report  
Pursuant to Servicemembers Civil Relief Act**

SSN: [REDACTED]  
Birth Date:  
Last Name: HEINEMAN  
First Name: BRIANNE  
Middle Name:  
Status As Of: Mar-22-2019  
Certificate ID: 79KD33XPWK54XTM

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955



The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

RAS Citron, LLC  
Robert Crawley, Esq. ID No. 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906  
rcrawley@rasnj.com

Attorneys for Plaintiff

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

COURT OF COMMON PLEAS  
COLUMBIA COUNTY

NO: 2018 -CV-1497

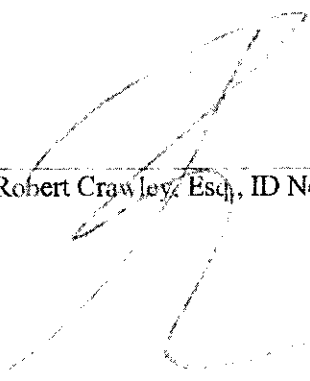
v.

BRIANNE HEINEMAN  
Defendant(s)

**WAIVER OF WATCHMAN/WAIVER OF INSURANCE**

The undersigned states that any Deputy Sheriff or Sheriff levying upon or attaching any property under the writ issued in the above-captioned matter may leave same without a watchman, in custody of whomever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such Deputy Sheriff or Sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof; and the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Date: 3/26/2019

  
Robert Crawley, Esq., ID No. 319712 - Attorney for Plaintiff

RAS Citron, LLC  
Robert Crawley, Esq. ID No. 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906  
rcrawley@rasnj.com

Attorneys for Plaintiff

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

NO: 2018 -CV-1497

2019-ED-46

v.

BRIANNE HEINEMAN  
Defendant(s)

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, Plaintiff in the above action, by the undersigned attorney, **RAS CITRON, LLC** sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **321 WALNUT STREET CATAWISSA, PA 17820**.

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

Brianne Heineman  
321 Walnut Street, Catawissa, Pa 17820

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

Brianne Heineman  
321 Walnut Street, Catawissa, Pa 17820

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

None

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

NEWREZ LLC D/B/A Shellpoint Mortgage Servicing  
75 Beattie Place, Suite 300, Greenville, SC 29601

Mortgage Electronic Registrations Systems, Inc.  
PO. Box 2026, Flint, MI 48501-2026

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

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:

Columbia Domestic Relations  
11 West Main Street, Bloomsburg, PA 17815

Columbia Tax Claim Bureau  
11 W Main Street, Main Street County Annex, Bloomsburg, PA 17815

Commonwealth of PA, Department of Revenue  
Bureau of Compliance, P.O. Box 28130, Harrisburg, PA 17128-1230

Tenants/Occupants  
321 Walnut Street Catawissa, PA 17820

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:

None

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. § 4904 relating to unsworn falsification to authorities.

By: 

RAS Citron, LLC - Attorneys for Plaintiff  
Robert Crawley, Esq. ID No. 319712

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

v.

BRIANNE HEINEMAN  
Defendant(s)

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

NO: 2018 -CV-1497

2019-ED-46

**WRIT OF EXECUTION**

**TO THE SHERIFF OF COLUMBIA COUNTY:**

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

**PREMISES: 321 WALNUT STREET CATAWISSA, PA 17820**

(SEE LEGAL DESCRIPTION ATTACHED)

Judgment Amount	\$ 126,249.63
(Costs to be added)	\$ _____
<i>Total</i>	\$ _____
	<i>Prothonotary</i>

Prothonotary

By: Barbara N. [Signature] ISS  
Proth & Clerk of Sev. Courts  
My Com. Ex. 1st Monday in 2020  
Date: 3/25/2019

COURT OF COMMON PLEAS

NO. 2018 -CV-1497

2019-ED-46

---

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

v.

BRIANNE HEINEMAN

---

**WRIT OF EXECUTION**

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JUDGMENT TOTAL                      \$ 126,249.63

COSTS PAID:

PROTHONOTARY                      \$

SHERIFF                                      \$

STATUTORY                              \$

COSTS DUE PROTHONOTARY      \$

**PREMISES TO BE SOLD:**

321 WALNUT STREET CATAWISSA, PA 17820

By: 

RAS Citron, LLC - Attorneys for Plaintiff

Robert Crawley, Esq. ID No. 319712

133 Gaither Drive, Suite F

Mt. Laurel, NJ 08054

855-225-6906

rcrawley@rasnj.com

PRESS ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: March 26, 2019

Re: Sheriff's Sale Advertising Dates

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING  
VS.

BRIANNE HEINEMAN

No 46 of 2019 E.D. and No. 1497 of 2018 J.D.

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1<sup>st</sup> Week MAY 22ND 2019

2<sup>nd</sup> Week May 29TH 2019

3<sup>rd</sup> Week JUNE 5<sup>TH</sup> 2019

SALE DATE: JUNE 12TH 2019 at 9:00 am

Feel free to contact me if you have any questions.

Respectfully,

Timothy T. Chamberlain  
Sheriff of Columbia County

**Case Number:** 2018 -CV-1497

**Judgment Amount:** \$126,249.63

**Attorney:** RAS Citron, LLC – Attorneys for Plaintiff  
Robert Crawley, Esq. ID No. 319712

**Legal Description**

**PARCEL NO. 1**

**ALL THAT CERTAIN** piece and parcel of land situate in the Borough of Catawissa, Columbia county, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin corner in the northerly line of Walnut Street in said Borough of Catawissa, in line of land now or formerly of the Rebecca K. Cornelison; thence along the northerly line of said Walnut Street, north fifty-nine (59) degrees forty-five (45) minutes west, a distance of eighty-five (85) feet to an iron pin corner in the easterly line of a twenty (20) foot alley; thence along the easterly line of said alley, north thirty (30) degrees fifteen (15) minutes east, a distance of fifty (50) feet to line of land now or formerly of Deryl Huber and an iron pin corner; thence along the line of now or formerly of said Deryl Huber, south fifty-nine (59) degrees forty-five (45) minutes east, a distance of eighty-five (85) feet to an iron pin corner in line of land now or formerly of Rebecca K. Cornelison; thence along the line of land now or formerly of the said Cornelison, south thirty (30) degrees fifteen (15) minutes west, a distance of fifty (50) feet to an iron pin corner in the northerly line of Walnut Street aforesaid, the place of beginning.

**PARCEL NO. 2**

**ALL THAT CERTAIN** piece and parcel of land situate in Catawissa Borough, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin corner set in the northeasterly line of Walnut Street in said Borough of Catawissa, it being the southwesterly corner of other land now or formerly of Harold C. Cornelison and wife; thence running along the line of other land now or formerly of Cornelison and wife, north thirty (30) degrees fifteen (15) minutes east, fifty (50) feet east to an iron pin corner set in line of land now or formerly of Deryl Huber; thence along the line of land now or formerly of said Huber, south fifty-nine (59) degrees forty-five (45) minutes east, ten (10) feet to a corner set in line of other land now or formerly of said Robert D. Berninger, et al.; thence along the line of other land now or formerly of Robert D. Berninger, et al, south thirty (30) degrees fifteen (15) minutes west, fifty (50) feet to a corner set in the northeasterly line of Walnut Street aforesaid thence along the line of Walnut Street, north fifty-nine (59) degrees forty-five (45) minutes west ten (10) feet to an iron pin corner, the place of beginning.

**WHEREON** is erected a dwelling municipally numbered 321 Walnut Street, Catawissa, Columbia County, Pennsylvania.

**BEING** further identified as Tax Parcel identification Number 08 02 07000000.

**BEING** the same premises which Michael A. Drumheller, by Deed dated August 7, 2015 and recorded August 11, 2015, in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, as Instrument Number 201506456, granted and conveyed unto CRT Enterprises, LLC, Grantor herein.

**BEING KNOWN AS: 321 WALNUT STREET CATAWISSA, PA 17820**

**PROPERTY ID: 08-02070**

**TITLE TO SAID PREMISIS IS VESTED IN BRIANNE HEINEMAN, BY DEED FROM CRT ENTERPRISE, LLC, DATED JULY 15, 2016 RECORDED JULY 19, 2016 INSTRUMENT NO. 201605512**

**TO BE SOLD AS PROPERTY OF: BRIANNE HEINEMAN**



08-02070  
Catawissa Boro

# REAL ESTATE OUTLINE

ED # 2019 ED46

DATE RECEIVED 3/22/19  
DOCKET AND INDEX 2018 CV 1497

## 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>✓</u>	-omit
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN	<u>✓</u>	-omit
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR _____	<u>X</u>	CK# <u>382</u>

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

SALE DATE June 12, 2019 TIME 9:00

POSTING DATE

ADV. DATES FOR NEWSPAPER

1 <sup>ST</sup> WEEK	<u>May 22</u>
2 <sup>ND</sup> WEEK	<u>May 29</u>
3 <sup>RD</sup> WEEK	<u>June 5<sup>th</sup></u>

RAS Citron, LLC - Attorneys for Plaintiff  
Robert Crawley, Esq. ID No. 319712  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
855-225-6906  
rcrawley@rasnj.com

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Plaintiff

v.  
BRIANNE HEINEMAN  
Defendant(s)

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PENNSYLVANIA

NO: 2018 -CV-1497

2019-ED-46

**SHORT LEGAL DESCRIPTION**

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE BOROUGH OF  
CATAWISSA, COLUMBIA COUNTY, PENNSYLVANIA:

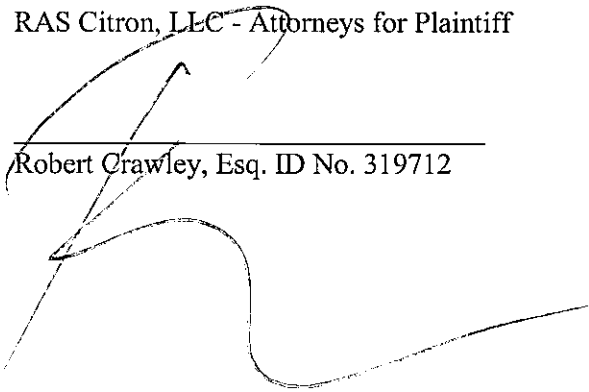
BEING KNOWN AS: 321 WALNUT STREET CATAWISSA, PA 17820

BEING PARCEL NUMBER: 08-02070

IMPROVEMENTS: RESIDENTIAL PROPERTY

RAS Citron, LLC - Attorneys for Plaintiff

Robert Crawley, Esq. ID No. 319712



Michelle M. Zelina, Esq. #,\*  
Jenine R. Davey, Esq. #,\*,\*  
Steven D. Krol, Esq. #  
David Neeren, Esq. #,\*  
Monika Pundalik, Esq. #  
Naser Selmanovic, Esq. #  
Jennifer A. Stead, Esq. #,\*^  
Christopher Ford, Esq. #  
Brandon Pack, Esq. #,\*  
Walter Gouldsbury, Esq. #,\*^,\*^,  
Micah Pakay, Esq. #  
Lana Sukhman, Esq. #,\*^  
James DiMaggio, Esq. #,\*  
Laura M. Egerman, Esq. #  
Aleisha Jennings, Esq. #  
Jeffrey Grabowski, Esq. #  
Amira Irfan, Esq. #,\*,\*  
Shannon Dobel, Esq. #,\*,\*^  
Melissa Crotty, Esq. #  
Robert Crawley, Esq. #\*  
Robert I'acoco, Esq. #\*  
Phil Aimutus, Esq. #

# Admitted in NJ  
\* Admitted in FL  
#\* Admitted in PA  
^# Admitted in CA  
^^ Admitted in NY



133 GAITHER DRIVE, SUITE F  
MT. LAUREL, NJ 08054  
855-225-6906  
Facsimile 866-381-9549

Richard M. Citron, Esq.  
Member of New Jersey Bar  
Member of Pennsylvania Bar  
Jim L. Robertson, Esq.  
Member of Texas Bar  
Everett L. Anschutz, Esq.  
Member of Texas Bar  
David J. Schneid, Esq.  
Member of Florida Bar

3/22/2019

Columbia County Sheriff's Office  
35 West Main Street, Bloomsburg, PA 17815

Re: NEWREZ LLC D/B/A Shellpoint Mortgage Servicing  
VS.

Brianne Heineman  
Columbia County Docket No. 2018 -CV-1497

Dear Sir or Madam:

Enclosed please find the Writ of Execution and Notice of Sale for the above captioned matter and a check made payable to Sheriff of Columbia County for the required service fee.

Please be informed that our office will using an outside servicer to serve the defendant(s) with the enclosed Notice of Sheriff Sale. When service has been successfully completed our office will file the proof of service.

Thank you for your assistance in this matter.

Sincerely,

Christina Jans  
Legal Assistant

---

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

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2018CV1497

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 12, 2019**  
**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.

---

## Legal Description

### PARCEL NO. 1

ALL THAT CERTAIN piece and parcel of land situate in the Borough of Catawissa, Columbia county, Pennsylvania, bounded and described as follows: BEGINNING at the Rebecca K. Cornelison; thence along the northerly line of said Walnut Street, fifty-nine (59) degrees forty-five (45) minutes west, a distance eighty-five (85) feet to an iron pin corner in the easterly line of a twenty (20) foot alley, thence along the easterly line of said alley, north thirty (30) degrees fifteen (15) minutes east, a distance of fifty (50) feet to line of land now or formerly of Deryl Huber and an iron pin corner, thence along the line of now or formerly of said Deryl Huber, south fifty-nine (59) degrees fifty-five (45) minutes east, a distance of eighty-five (85) feet to an iron pin corner in line of land now or formerly of Rebecca K. Cornelison; thence along the line of land now or formerly of the said Cornelison, south thirty (30) degrees fifteen (15) minutes west, a distance of fifty (50) feet to an iron pin corner in the northerly line of Walnut Street aforesaid, the place of beginning.

### PARCEL NO.2

ALL THAT CERTAIN piece and parcel of land situate in Catawissa Borough Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the northeasterly line of Walnut Street in said Borough of Catawissa, it being the southwesterly corner of other land now or formerly of Harold C. Cornelison and wife; thence running along the line of other land now or formerly of Cornelison and wife, north thirty (30) degrees fifteen (15) minutes east, fifty (50) feet east to an iron pin corner set in line of land now or formerly of Deryl Huber, thence along the line of land now or formerly of said Huber, south fifty-nine (59) degrees forty-five (45) minutes east, ten (10) feet to a corner set in line of other land now or formerly of said Robert D. Berninger, et al.; thence along the line of other land now or formerly of Robert D. Berninger, et al, south thirty (30) degrees fifteen (15) west, fifty (50) feet to a corner set in the northeasterly line of Walnut Street aforesaid thence along the line of Walnut Street, north fifty-nine (59) degrees (45) minutes west ten (10) feet to an iron pin corner, the place of beginning.

WHEREON is erected a dwelling municipally numbered 321 Walnut Street, Catawissa, Columbia County, Pennsylvania.

BEING further identified as Tax Parcel identification Number 08 02 07000000.

BEING the same premises which Michael A. Drumheller, by Deed dated August 7, 2015 and recorded August 11, 2015 in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, as Instrument Number 201506456, granted and conveyed unto CRT Enterprises, LLC, Grantor herein.

BEING KNOWN AS: 321 WALNUT STREET CATAWISSA, PA 17820

PROPERTY ID: 08-02070

TITLE TO SAID PREMISES IS VESTED IN BRIANNE HEINEMAN, BY DEED FROM CRT ENTERPRISE, LLC, DATED JULY 15, 2016 RECORDED JULY 19, 2016 INSTRUMENT NO. 201605512

TO BE SOLD AS PROPERTY OF: BRIANNE HEINEMAN

PROPERTY ADDRESS: 321 WALNUT STREET, CATAWISSA, PA 17820

UPI / TAX PARCEL NUMBER: 08-02070

**Seized and taken into execution to be sold as the property of BRIANNE HEINEMAN in suit of NEW PENN FINANCIAL LLC.**

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**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:  
RAS CITRON LLC  
MT. LAUREL, NJ

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

## Document Receipt

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Trans #	15732	Carrier / service:	USPS Server	First-Class Mail®	3/26/2019 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000154069

Doc Ref #: 2019ED46

Postage 5.4200

PHILADELPHIA PA 19106

## Document Receipt

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Trans #	15733	Carrier / service:	USPS Server	First-Class Mail®	3/26/2019 12:00:00 AM
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Ship to:

MERS INC

P.O. BOX 2026

Tracking #: 71901140006000154076

Doc Ref #: 2019ED46

Postage 5.4200

FLINT MI 48501

## Document Receipt

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Trans #	15730	Carrier / service:	USPS Server	First-Class Mail®	3/26/2019 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking #: 71901140006000154045

Doc Ref #: 2019ED46

Postage 5.4200

HARRISBURG PA 17105



## Document Receipt

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Trans #	15731	Carrier / service:	USPS Server	First-Class Mail®	3/26/2019 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS  
ADMINISTRATION1150 FIRST AVENUE  
SUITE 1001

Tracking #: 71901140006000154052

Doc Ref #: 2019ED46

Postage 5.4200

KING OF PA 19406  
PRUSSIA

## Document Receipt

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Trans #	15729	Carrier / service:	USPS Server	First-Class Mail®	3/26/2019 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000154038

Doc Ref #: 2019ED46

Postage 5.4200

HARRISBURG PA 17128



PA Cost Advance Account  
130 Clinton Road, Suite 202  
Fairfield, NJ 07004

Date 03/22/2019

3802  
63-8413/2670

\*\*\*\*\*One thousand three hundred fifty and 00/100 USD\*\*\*\*\*

\*\*\*1,350.00\*\*

PAY TO THE Columbia County Sheriff's Office  
ORDER OF 35 West Main Street

Bloomburg PA 17815

JPMorgan Chase Bank, N.A.  
Miami, FL

Memo Sheriff Sale D/2018 -CV-1497/LN#\*\*86307/HEINEMAN, BRIANNE

AUTHORIZED SIGNATURE

⑈ 3802 ⑈ ⑈ 26708413 ⑈ 26017970 P ⑈