

SHERIFF'S SALE COST SHEET

Citicibank vs. Manduca
 NO. 131-05 ED NO. 366-04 JD DATE/TIME OF SALE Stayed

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>210.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>37.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>12.00</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>7.00</u>
NOTARY	\$ <u>10.00</u>
TOTAL ***** \$ <u>364.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1411.00</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1561.00</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ _____
TOTAL ***** \$ <u>---0---</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---</u>	

SURCHARGE FEE (DSTE)	\$ <u>70.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>---0---</u>	

TOTAL COSTS (OPENING BID) \$ 2000.00 *2000*

SHERIFF'S SALE COST SHEET

Citibank vs. Frank Merdichino
 NO. 131-05 ED NO. 266-04 JD DATE/TIME OF SALE 2-15-06 0900

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>216.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>37.50</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>10.00</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>7.00</u>	
NOTARY	\$ <u>10.00</u>	
TOTAL *****		\$ <u>447.00</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1411.00</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1636.00</u>

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

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$ <u>6079.3</u>	ml
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>5.00</u>	
TOTAL *****		\$ <u>5.00</u>

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

SURCHARGE FEE (DSTE)	\$ <u>150.00</u>	
MISC. _____	\$	
_____	\$	
TOTAL *****		\$ <u>-0-</u>

TOTAL COSTS (OPENING BID) \$ 2789.50

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE

SUITE 2080
 123 SOUTH BROAD STREET
 PHILADELPHIA, PA 19109
 (215) 790-1010
 FAX (215) 790-1274

SUITE 600
 216 HADDON AVENUE
 WESTMONT, NJ 08108
 (856) 858-7080
 FAX (856) 858-7020

SUITE 205
 53 WEST 36TH STREET
 NEW YORK, NY 10018
 (917) 351-1188
 FAX (917) 351-0363

April 25, 2006

Sheriff's Office
 Columbia County Courthouse
 35 West Main Street
 Bloomsburg, PA 17815
Attn: Timothy Chamberlain

Re: Citibank, N.A., as Trustee
 vs.
 Frank Mendicino
 Columbia County, Court of Common Pleas; No. 2004-cv-266
 Premises: 40 Pony Trail Drive, Bloomsburg, PA, 17815
Date of Sheriff's Sale: April 26, 2006

Dear Sheriff Chamberlain:

As you know, the above-captioned property is currently listed for the **April 26, 2006 Sheriff's Sale**. I am writing to you at this time to request that you stay the Sale.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

TERRENCE J. McCABE
 ESQ.
 4/25/06

Very truly yours,


 Novlett A. Smith
 Legal Assistant

SENT VIA FACSIMILE TRANSMITTAL—NUMBER 570-389-5625
SHERIFF'S OFFICE-RECEIVED BY:

 SIGNATURE

 DATE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Samuel J. ...* Agent Agent-131

B. Received by (Printed Name) _____

C. Date of Delivery **OCT 19 2004**

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)
 PS Form 3811, February 2004

7004 2890 0001 4115 8176

Domestic Return Receipt

102595-02-M-11

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

OFFICE OF FAIR
 DEPARTMENT OF PUBLIC WELFARE
 PO BOX 8016
 HARRISBURG, PA 17105

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent Agent-131

B. Received by (Printed Name) _____

C. Date of Delivery **OCT 19 2004**

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)
 PS Form 3811, February 2004

7004 2890 0001 4115 8190

Domestic Return Receipt

102595-02-M-11

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

Citibank vs Frank Mendicino

NO. 131-05 ED NO. 266-04 JD

DATE/TIME OF SALE: 4-26-06 0900

BID PRICE (INCLUDES COST) \$ _____

POUNDAGE - 2% OF BID \$ _____

TRANSFER TAX - 2% OF FAIR MKT \$ _____

MISC. COSTS \$ _____

TOTAL AMOUNT NEEDED TO PURCHASE \$ _____

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): _____

TOTAL DUE: \$ _____

LESS DEPOSIT: \$ _____

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ _____

CITIBANK, N.A., as Trustee
Plaintiff

v.

FRANK MENDICINO
Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PA.
:
: NO. 2004-CV-266
:
:

ORDER OF COURT

AND NOW, to-wit this 14th day of February, 2006, upon consideration of the foregoing Ex Parte Petition, it is hereby ORDERED that the Sheriff Sale scheduled for Wednesday, February 15, 2006, at 9:00 a.m. is hereby postponed through March 29, 2006.

BY THE COURT:

1st Scott W. Naus

Certified from the records of
14th day of February A.D. 2006
Clerk of the Court
Cindy L. Heuer
My Comm. Expires 12/31/2006

2006 FEB 14 10 30 55

CITIBANK, N.A., as Trustee Plaintiff	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26 TH JUDICIAL DISTRICT
	:	COLUMBIA COUNTY BRANCH, PA.
v.	:	
	:	NO. 2004-CV-266
FRANK MENDICINO Defendant	:	

2005 FEB 14 10:03 AM

EX PARTE PETITION TO POSTPONE SHERIFF SALE

1. Petitioner is Frank Mendicino residing at 40 Pony Trail Drive, Bloomsburg, Columbia County, Pennsylvania 17815, and he is the Defendant in the above captioned mortgage foreclosure action.
2. The Respondent is Citibank, N.A., as Trustee.
3. A Sheriff Sale of the property with respect to Plaintiff's judgment for \$174,287.78 taken in this mortgage foreclosure action has been scheduled for Wednesday, February 15, 2006, at 9:00 a.m. in the Sheriff's Office at the Columbia County Courthouse, Bloomsburg, Pennsylvania,.
4. On February 13, 2006, your Petitioner was able to negotiate an Agreement of Sale with a third party buyer for the subject property for \$212,000.00 to be closed and settled on or before March 29, 2006. A copy of said Agreement of Sale is marked Exhibit "A", attached hereto and made a part hereof.
5. The prospective buyer of the property, namely, Pietro Pugliese, has obtained a loan commitment for financing the said purchase. A copy of said commitment is marked Exhibit "B", attached hereto and made a part hereof.

6. The consideration offered is in excess of the amount of the judgment, plus costs owed to the Plaintiff, but it has failed and refused to postpone the scheduled Sheriff's Sale to enable the Defendant to cure his default and satisfy his mortgage debt.

7. The Petitioner requires a postponement of the said Sheriff's Sale through March 29, 2006 to close on his sale of the property which will enable him to satisfy the mortgage indebtedness in full.

8. If the Sheriff proceeds with the sale as scheduled on Wednesday, February 15, 2006, your Petitioner will be severely prejudiced and irreparably harmed.

9. If the Sheriff Sale is not postponed the sale would interfere with the lease rights of a commercial tenant who operates a business on the property under a four year lease agreement that is junior to the Plaintiff's mortgage.

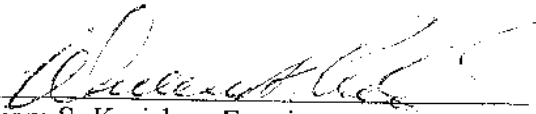
10. It is in the best interest of all parties involved, i.e. the Petitioner, the Respondent and the commercial tenant of Petitioner, to postpone the Sheriff's Sale pending the third party conveyance scheduled for on or before March 29, 2006..

11. Petitioner will pay any additional costs that may be incurred as the result of said postponement.

12. A copy of this Ex Parte Petition for Special Relief and Postponement has been served upon attorneys for the Plaintiff, namely, Terrence J. McCabe, Esquire, 123 South Broad Street, Suite 2080, Philadelphia, Pennsylvania 19109, by fax transmission at 215-790-1274 with a copy hereof to be served by first class mail.

WHEREFORE, Petitioner respectfully requests the Court to enter an order postponing the Sheriff's Sale scheduled for February 15, 2006, at 9:00 a.m. through March 29, 2006.

RESPECTFULLY SUBMITTED,

By: 
William S. Kreisher, Esquire
Attorney for Petitioner/Defendant
KREISHER & GREGOROWICZ

401 S. Market Street
Bloomsburg, PA 17815
(570) 784-5211
Attorney ID# 09939

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF COLUMBIA :

Frank Mendicino, hereby states that he is the Petitioner in this action and that the statements of fact made in the foregoing Petition are true and correct to the best of his information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.Cons. Stat. Section 4904 relating to unsworn falsification to authorities.

Date: 2/14/06

Frank Mendicino
Frank Mendicino

SALES AGREEMENT

THIS AGREEMENT, made this 13th day of February, A. D. 2006,

BETWEEN: **FRANK MENDICINO**, of 40 Pony Trail Drive, Bloomsburg, Pennsylvania, 17815, hereinafter called Seller, and **PIETRO PUGLIESE**, of 1002 Quincy Avenue, Bronx, New York 10465, hereinafter called Buyer,

WITNESSETH:

That Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN lot or piece of ground, situate in Hemlock Township, as described in Deed dated September 20, 2002 and recorded October 23, 2002 to Columbia County Instrument Number 200212462, improved with a two-story frame dwelling and 40' x 60' pole barn, all situate on 13.59 acres. Said deed is marked Exhibit A, attached hereto and made a part hereof.

1. The price or consideration shall be TWO HUNDRED TWELVE THOUSAND AND 00/100 (\$212,000.00) DOLLARS which shall be paid to the Seller by the Buyer in the way and manner following to wit:

(a). ONE AND 00/100 (\$1.00) DOLLARS in cash upon the execution of this agreement, receipt whereof is hereby acknowledged.

(b). The balance thereof TWO HUNDRED ELEVEN THOUSAND NINETY NINE AND 00/100 (\$211,099.00) DOLLARS in cash at settlement.

2. The premises are to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; otherwise the title to the herein described lot or piece of ground shall be good and marketable or such as will be insured by any reputable Title Insurance Company at the regular rates. Seller warrants that the restrictions affecting the premises, if any, will not be violated at the date of settlement hereunder.

Exhibit A

3. Settlement shall be made on or before the 29th day of March, A. D. 2006, said time to be of the essence of this Agreement, unless extended by mutual consent in writing endorsed hereon.

4. Possession is to be given at the time of settlement by tender of deed and keys.

5. Taxes, Rents, Water Rents, and Sewer Rental, if any, shall be apportioned pro rata as of date of settlement, which apportionments shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.

It is understood and agreed that all Transfer Taxes imposed by any government body shall be borne equally by Buyer and Seller.

6. Delivery of an executed deed and purchase money is hereby waived.

7. All plumbing, heating, and lighting fixtures, and systems appurtenant hereto, and forming a part thereof, as well as other permanent fixtures, together with screens, shades, venetian blinds, and awnings, if any, together with such other personal property specifically listed herein, and all trees, shrubbery and plants now in or on the premises herein intended to be conveyed, unless specifically excepted in this agreement, are included in this sale and purchase price, and shall become the property of the Buyer at the time of settlement of this transaction without further documentation. All personal property is being sold in its "as is" condition.

8. Seller shall bear the risk of any loss or damage to the premises being sold hereunder, between the date of this agreement and the time of settlement, which shall be caused by fire, other peril, or other casualty, any of which are insurable under a standard fire insurance policy with extended coverage, and such loss or damage shall not in any way void or impair any of the conditions of this agreement, but until settlement hereunder, Seller will keep, at Seller's cost and expense, the buildings now erected on the premises continuously insured against such loss or damage under standard fire insurance policies with extended coverage in the amount of TWO

HUNDRED TWELVE THOUSAND AND 00/100 (\$212,000.00) DOLLARS. Seller shall bear the risk of loss or damage to the premises caused by a peril or casualty not insurable under such standard fire insurance policy with extended coverage. In the event of such non-insurable damage, Seller shall repair the same prior to settlement hereunder or grant a credit to Buyer against the purchase price for the reasonable cost of making such repairs. If Seller shall fail to repair the said damage and shall fail to grant such credit, Buyer may nevertheless accept the damage premises by completing settlement therefor, or at its option, exercisable at the time fixed for settlement, may declare this agreement null and void, be repaid all monies paid on account and there shall thereafter be no further liability or obligation by either of the parties hereunder.

9. In the event the Seller is unable to give a good and marketable title or such as will be insured by any reputable Title Insurance Company, as above set forth, Buyer shall have the option of taking such title as the Seller can give without abatement of price, or of being repaid all monies paid on account by Buyer to Seller and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this agreement shall become null and void.

10. Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this agreement then and in that case all sums paid by the Buyer on account of the purchase price or consideration herein may be retained by the Seller, either on account of the purchase price, or as liquidated damages for such breach, as the Seller shall elect, and in the latter event the Seller shall be released from all liability or obligation and this agreement shall be come null and void.

11. Any notices or ordinances filed subsequent to the date of this agreement by any governing authority for which a lien could be filed are to be complied with at the expense of the

Buyer, provided said Buyer takes title hereunder. Any such notices or ordinances filed prior to the date of this agreement are to be complied with at the expense of the Seller.

12. Seller's property Disclosure statement is attached hereto. The parties acknowledge that they have read and signed this Disclosure contemporaneously with the signing of this Agreement.

13. Buyer has inspected the premises, including the buildings and personal property being sold hereunder, and agrees, subject only to the provisions of Paragraph 8, to accept the same in "as is" condition without reliance upon opinions or representations of Seller or Seller's agent or broker. The present "as is" condition will be maintained by Seller, subject to the exceptions aforesaid, until final settlement.

14. All notices to be given by either party to the other must be mailed by registered mail, postage prepaid, to the addresses which appear on this agreement, and if none are stated hereon, to the last known address of the proposed recipient.

15. This agreement may not be recorded in the office for Recording of Deeds or in any other office or place of public record.

16. This agreement contains the whole agreement between the Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

17. The parties hereto agree that this Agreement may be executed in more than one part and that a signature via facsimile will be binding.

18. This agreement shall not be assigned or transferred by the Buyer without the written consent of the Seller being first had and obtained. Subject to the said provision regarding

assignment by Buyer, this agreement shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness:

[Handwritten signature]

[Handwritten signature] (SEAL)
FRANK MENDICINO - Seller

[Handwritten signature]
GIUSEPPINA PUGLIESE
G.P.

[Handwritten signature] (SEAL)
PIETRO PUGLIESE - Buyer
PIETRO PUGLIESE PP

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Citibank, N.A.
10890 Rancho Beranrdo Road
San Diego, CA 92127

2. Article Number (Transfer from service label): 7004 2890 0001 4115 8145

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Address

B. Received by (Printed Name): *[Signature]* C. Date of Delivery: 1/19/05

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Commonwealth of PA
PO Box 2675
Harrisburg, PA 17105

2. Article Number (Transfer from service label): 7004 2890 0001 4115 8145

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Address

B. Received by (Printed Name): *[Signature]* C. Date of Delivery: OCT 20

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

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

2. Article Number (Transfer from service label): 7004 2890 0001 411 8183

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Address

B. Received by (Printed Name): *[Signature]* C. Date of Delivery: OCT 20

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Chase Manhattan Mtg. Corp.
343 Thornall Street
Edison, NJ

2. Article Number (Transfer from service label): 7004 2890 0001 4115 8169

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Address

B. Received by (Printed Name): STANLEY BERGEE C. Date of Delivery: 10-21-05

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

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

4. Restricted Delivery? (Extra Fee) Yes

718 8247437 *Pietro Pugliese*

Loan Number: 12264870

IndyMac Bank 210005

TRANSMIT: 2/13/06 7:00 AM

Printed by: 11 *IndyMac* Doc Prep System on 2/13/06 7:01 AM

IndyMac Loan Approval Letter

Date: 2/10/06

PIETRO PUGLIESE

40 FORT TRAIL DRIVE
BLOOMSBURG PA 17815

Re: Loan # 122954829

Dear PIETRO PUGLIESE,

We are pleased to inform you that your real estate loan application has been approved. IndyMacBank, F.S.B. agrees to fund this loan on the following terms, subject to conditions set forth in the exhibit "A" attached to this commitment.

Type of Mortgage:	3/6 ARM	Loan Term:	360
Loan Amount:	\$100,000.00	Mortgage Broker Compensation:	2,000
Interest Rate:	6.75	Commitment Fee:	0
Loan Points (Charged By Lender):	0	Lifetime Interest Rate Cap:	5.00
Loan Points (Charged By Mortgage Broker):	0	Index:	4.25
Margin:	4.25	Secondary Financing (Not More Than):	40000
Periodic Rate Cap:	1.00	Initial Payment of Principal and Interest:	1258.72
Periodic Payment Cap:	N/A	Private Mortgage Insurance Required / Escrow Account Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Down Payment (Not Less Than):	0	First Rate Adjustment Cap:	3.00 %
This Loan Has A Balloon Payment:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	First Rate Adjustment Period:	24.00
Negative Amortization:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subsequent Rate Adjustment Period:	6.00 Months
<small>If Yes, a Negative Amortization Adjustable Rate Mortgage will re-amortize every 60th payment and 10% when the unpaid balance of the loan reaches 110% of the original loan amount.</small>			
Payment Adjustment Period:	6.00 Months		

LOAN TERMS AS SHOWN ABOVE: (Loan terms that have not been locked in are subject to change.)

HAVE BEEN "LOCKED IN"
 HAVE NOT BEEN "LOCKED IN".

THIS COMMITMENT IS VALID UNTIL Mar 26, 2009 12:21 pm

If this loan does not close on or before the commitment expiration date, IndyMac no longer has any obligation to fund this loan. Commitment is not transferable.

This loan is to be secured by a Deed of Trust/Mortgage covering the following real property:
40 FORT TRAIL DRIVE, BLOOMSBURG, PA 17815

All conditions shown in attached Exhibit "A" must be satisfied before funds can be released.

Loan Approval is based upon the information provided in your credit application and the current condition of the property and is contingent upon verification of that information. Should any information come to IndyMac's attention which changes the basis on which your Loan Approval was granted, IndyMac reserves the right to request additional information and may reconsider Loan Approval.

If there is a substantial change in applicant's financial condition or credit standing, IndyMac is under no obligation to make your loan. IndyMac reserves the right to require updates of any documentation that is more than 90 days old. Any false or erroneous statements set forth in your credit application shall at the option of IndyMac, render this Loan Approval null and void.

1036-1.01f
a-Mile Loan Approval Letter
3/00

Page 1

Pietro Pugliese
PIETRO PUGLIESE

Exhibit B

IndyMac Loan Approval Letter

Date: 2/13/06

PETRO PUGLIESE

1002 QUINCY AVENUE
BRONX NY 10465

Re: Loan # 122958806

Dear **PETRO PUGLIESE**

We are pleased to inform you that your real estate loan application has been approved. IndyMacBent, F.S.B. agrees to fund this loan on the following terms, subject to conditions set forth in the exhibit "A" attached to this commitment.

Type of Mortgage:	30/15	Loan Term:	180
Loan Amount:	\$40,000.00	Mortgage Broker Compensation:	3,000
Interest Rate:	13.875	Commitment Fee:	0
Loan Points (Charged By Lender):	0	Lifetime Interest Rate Cap:	N/A
Loan Points (Charged By Mortgage Broker):	0	Index:	N/A
Margin:	0	Secondary Financing (Not More Than):	0
Periodic Rate Cap:	N/A	Initial Payment of Principal and Interest:	469.99
Periodic Payment Cap:	N/A	Private Mortgage Insurance Required/ Escrow Account Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Down Payment (Not Less Than):	N/A	First Rate Adjustment Cap:	0.00 %
This Loan Has A Balloon Payment:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	First Rate Adjustment Period:	N/A
Negative Amortization:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subsequent Rate Adjustment Period:	N/A
<small>If Yes, a Negative Amortization Adjustable Rate Mortgage will re-amortize every 60th payment and when the unpaid balance of the loan reaches 110% of the original loan amount.</small>			
Payment Adjustment Period:	N/A		

LOAN TERMS AS SHOWN ABOVE. (Loan terms that have not been locked in are subject to change.)
 HAVE BEEN "LOCKED IN"
 HAVE NOT BEEN "LOCKED IN".

THIS COMMITMENT IS VALID UNTIL **Mar 27, 2006 6:49 am**

If this loan does not close on or before the commitment expiration date, IndyMac no longer has any obligation to fund this loan. Commitment is not transferable.

This loan is to be secured by a Deed of Trust/Mortgage covering the following real property:

40 FOX TRAIL DRIVE, BLOOMSBURG, PA 17815

All conditions shown in attached Exhibit "A" must be satisfied before funds can be released.

Loan Approval is based upon the information provided in your credit application and the current condition of the property and is contingent upon verification of that information. Should any information come to IndyMac's attention which changes the basis on which your Loan Approval was granted, IndyMac reserves the right to request additional information and may reconsider Loan Approval.

If there is a substantial change in applicant's financial condition or credit standing, IndyMac is under no obligation to make your loan. IndyMac reserves the right to require updates of any documentation that is more than 90 days old. Any false or erroneous statements set forth in your credit application shall, at the option of IndyMac, render this Loan Approval null and void.

[Signature]
Pietro Pugliese

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

Citibank vs Frank Mendicino

NO. 131-05 ED NO. 266-04 JD

DATE/TIME OF SALE: 2-15-06 0900

BID PRICE (INCLUDES COST) \$ _____

POUNDAGE - 2% OF BID \$ _____

TRANSFER TAX - 2% OF FAIR MKT \$ _____

MISC. COSTS \$ _____

TOTAL AMOUNT NEEDED TO PURCHASE \$ _____

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): _____

TOTAL DUE: \$ _____

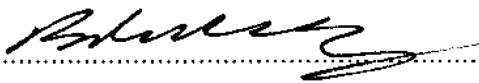
LESS DEPOSIT: \$ _____

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ _____

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Brandon R. Eyerly, Publisher, 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 January 25; February 1, 8, 2006 as printed and published; that the affiant is one of the officers 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 9th day of February, 2006.....


.....

(Notary Public)

My commission expires in the Commonwealth of Pennsylvania

Notarial Seal
Dennis L. Ashenfelder, Notary Public
Scott Twp., Columbia County
My Commission Expires July 3, 2007

Member, Pennsylvania Association Of Notaries

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

.....

Mc BE, WEISBERG & CONWAY, P.C

SUITE 2080
123 SOUTH BROAD STREET
PHILADELPHIA, PA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

SUITE 205
53 WEST 36TH STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

JOSEPH F. RIGA*
Of Counsel

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
RITA C. BUSCHER*†
FRANK DUBIN
MONICA G. CHRISTIE ††
BRENDA L. BROGDON*
BETH L. THOMAS
SEAN GARRETT**
JULIE M. FIORELLO*
SVEN E. PFAILLERT*
JOSEPH VACCARO*
MICHELLE DELILLE*

* Licensed in PA & NJ
** Licensed in PA & NY
*** Licensed in PA & NJ
† Licensed in PA, NJ & NY
†† Licensed in NY & CT
‡ Licensed in NY
§ Managing Attorney for NJ
¶ Managing Attorney for NY

January 16, 2006

PROTHONOTARY'S OFFICE
COLUMBIA COUNTY COURTHOUSE
MAIN STREET
P.O. BOX 380
BLOOMSBURG, PA 17815

RE: CITIBANK, N.A., AS TRUSTEE
V.
FRANK MENDICINO

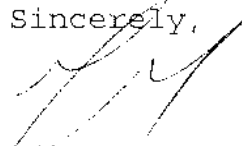
COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004
ACTION IN MORTGAGE FORECLOSURE
PREMISES: 40 PONY TRAIN DRIVE, BLOOMSBURGH, PA 17815

Dear Sir/Madame:

Enclosed please find the original and one copy of Affidavit of Service relative to the above-captioned matter. Kindly file the original of record with the Court and return to my attention the time-stamped copy in the stamped, self-addressed envelope which is provided. Please advise promptly if there are any problems in this regard.

Thank you for your assistance in this matter.

Sincerely,


Terrence J. McCabe, Esquire
McCabe, Weisberg and Conway, P.C.

TJM/tt

Enclosure

cc: Office of the Sheriff/Real Estate Division

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

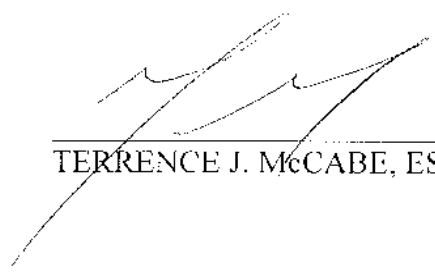
(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

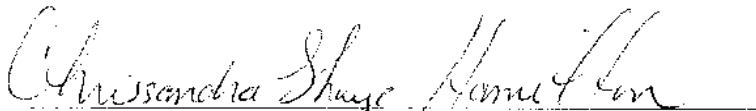
SUPPLEMENTAL AFFIDAVIT OF SERVICE

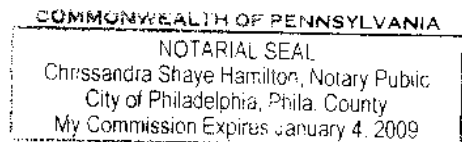
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 17TH DAY OF JANUARY , 2006, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17th DAY
OF JANUARY, 2006,


NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praccipe for the Writ of Execution was filed the following information concerning the real property located at 40 Pony Train Drive, Bloomsburgh, PA 17815 a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

Evans Disposal Service
341 Mainsville Drive
Bloomsburg, PA 17815

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

Chase Manhattan Mtg. Corp,
343 Thornall Street
Edison, NJ 08837

EXHIBIT A

Citibank, NA., as Trustee
10890 Rancho Bernardo Road,
San Diego, CA 92127

Salvatore Salamone and Vincenza Salamone,
3 Window Lane,
Bloomsburg, PA 17815

Denise Yannone,
2555 Old Berwick Road
Bloomsburg, Pa 17815

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name	Address
Commonwealth of PA Department of Revenue	Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenant(s)/Occupant(s)	40 Pony Train Drive, Bloomsburgh, PA 17815
Domestic Relations	Columbia County 700 Sawmill Road Bloomsburg, PA 17815
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.
Internal Revenue Service	Technical Support Group, William Green Federal Bldg. Room 3259, 600 Arch Street Philadelphia, PA 19106

EXHIBIT A

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. Section 4904 relating to unsworn falsification to authorities.

January 16, 2006

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

DATE: January 16, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): Frank Mendicino

PROPERTY: 40 Pony Train Drive, Bloomsburgh, PA 17815

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be **sold at the Columbia County Sheriff's Sale on February 15, 2006 at 9:00., A.M.** in the Sheriff's Office of the Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania 17815. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff 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.

EXHIBIT B

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

CITIBANK, N.A.

VS.

FRANK MENDICINO

WRIT OF EXECUTION #131 OF 2005 ED

POSTING OF PROPERTY

January 10, 2006 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF FRANK MENDICINO AT 40 PONY TRAIL DRIVE BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY CHIEF DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 11TH DAY OF JANUARY 2005

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wendy Westover, Notary Public
Bloomsburg, Columbia Co., PA
My Commission Expires November 07, 2009

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

CITIBANK, N.A. AS TRUSTEE

Docket # 131ED2005

VS

WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

FRANK MENDICINO

AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, OCTOBER 19, 2005, AT 9:32 AM, SERVED THE WITHIN WRIT OF EXECUTION - MORTGAGE FORECLOSURE UPON FRANK MENDICINO AT 40 PONY TRAIL DRIVE, BLOOMSBURG BY HANDING TO FRANK MENDICINO, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, OCTOBER 20, 2005

NOTARY PUBLIC

NOTARIAL SEAL
WENDY WESTOVER, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA CO., PA
COMMISSION EXPIRES NOVEMBER 07, 2005

X

TIMOTHY T. CHAMBERLAIN
SHERIFF

X

C. CARROLL
DEPUTY SHERIFF

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET GAIRO
 RITA C. BUSCHER*‡
 FRANK DUBIN
 MONICA G. CHRISTIE ††
 BRENDA L. BROGDON*
 BETH L. THOMAS
 SEAN GARRETT*†
 JULIE M. FIORELLO^
 SVEN E. PAHLERT*
 JOSEPH VACCARO*
 MICHELE DELILLE^

131

SUITE 2080
 123 SOUTH BROAD STREET
 PHILADELPHIA, PA 19109
 (215) 790-1010
 FAX (215) 790-1274

SUITE 600
 216 HADDON AVENUE
 WESTMONT, NJ 08108
 (856) 858-7080
 FAX (856) 858-7020

SUITE 205
 53 WEST 36TH STREET
 NEW YORK, NY 10018
 (917) 351-1188
 FAX (917) 351-0363

JOSEPH F. RIGA*
Of Counsel

* Licensed in PA & NJ
 ** Licensed in PA & NY
 † Licensed in PA & NJ
 †† Licensed in PA, NJ & NY
 ^ Licensed in NY & CT
 ‡ Licensed in NY
 † Managing Attorney for NJ
 ‡ Managing Attorney for NY

December 29, 2005

PROTHONOTARY'S OFFICE
 COLUMBIA COUNTY COURTHOUSE
 MAIN STREET
 P.O. BOX 380
 BLOOMSBURG, PA 17815

RE: CITIBANK, N.A., AS TRUSTEE
 V.
 FRANK MENDICINO

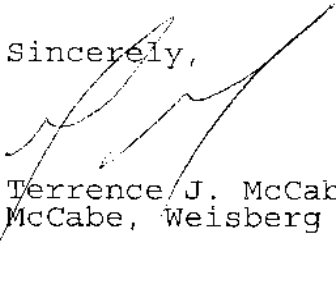
COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004
 ACTION IN MORTGAGE FORECLOSURE
 PREMISES: 40 PONY TRAIN DRIVE, BLOOMSBURGH, PA 17815

Dear Sir/Madame:

Enclosed please find the original and one copy of Affidavit of Service relative to the above-captioned matter. Kindly file the original of record with the Court and return to my attention the time-stamped copy in the stamped, self-addressed envelope which is provided. Please advise promptly if there are any problems in this regard.

Thank you for your assistance in this matter.

Sincerely,


 Terrence J. McCabe, Esquire
 McCabe, Weisberg and Conway, P.C.

TJM/tt

Enclosure

cc: Office of the Sheriff/Real Estate Division

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

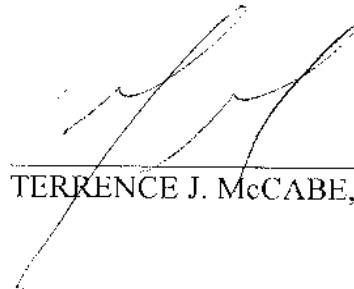
Attorney for Plaintiff

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--


AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 29TH DAY OF DECEMBER, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 29th DAY
OF DECEMBER, 2005,


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 40 Pony Train Drive, Bloomsburgh, PA 17815 a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

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

Chase Manhattan Mtg. Corp,
343 Thornall Street
Edison, NJ 08837

Citibank, NA., as Trustee
10890 Rancho Bernardo Road,
San Diego, CA 92127

EXHIBIT A

Salvatore Salamone and Vincenza Salamone,
3 Window Lane,
Bloomsburg, PA 17815

Denise Yannone,
2555 Old Berwick Road
Bloomsburg, Pa 17815

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name	Address
Commonwealth of PA Department of Revenue	Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

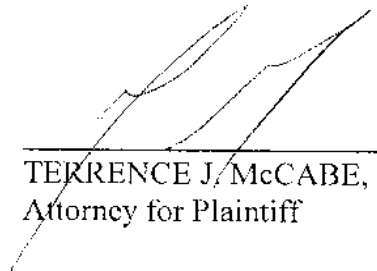
Name	Address
Tenant(s)/Occupant(s)	40 Pony Train Drive, Bloomsburgh, PA 17815
Domestic Relations	Columbia County 700 Sawmill Road Bloomsburg, PA 17815
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.
Internal Revenue Service	Technical Support Group, William Green Federal Bldg. Room 3259, 600 Arch Street Philadelphia, PA 19106

EXHIBIT A

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. Section 4904 relating to unsworn falsification to authorities.

December 28, 2005

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

DATE: December 29, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): Frank Mendicino

PROPERTY: 40 Pony Train Drive, Bloomsburgh, PA 17815

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be **sold at the Columbia County Sheriff's Sale on February 15, 2006 at 9:00., A.M.** in the Sheriff's Office of the Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania 17815. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff 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.

EXHIBIT B

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 133 S. Broad St., Suite 2080
 Philadelphia, PA 19109
 ATTN: Tammie Tilson

Check type of mail or service:
 Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured
 Registered
 Return Receipt for Merchandise
 Signature Confirmation

Affix Stamp Here
 If issued as a certificate of postage or for additional copies of this bill, postmark and date of receipt

Line	Article Number	Address Name, Street and PO Address	Postage	Fee	Handling Charge	Amount if Key
1	Chase V. Mendicino	Chase Manhattan Mfg. Corp. 343 Thornall Street Edison, NJ 08837				
2		Citybank, N.A., as Trustee 10890 Rancilio Bernardo Road, San Diego, CA 92127				
3		Salvatore Salamone and Vincenza Salamone, 3 Window Lane, Bloomsburg, PA 17815				
4		Denise Yannoni, 2555 Old Berwick Road Bloomsburg, Pa 17815				
5		Commonwealth of PA Department of Revenue Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales				
6		Tenant(s)/Occupant(s) 40 Pony Train Drive, Bloomsburg, Pa 17815				
7		Domestic Relations Columbia County 700 Sawmill Road Bloomsburg, PA 17815				
8		Commonwealth of Pennsylvania Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.				
9		Internal Revenue Service Technical Support Group, William Green Federal Bldg, Room 3259, 600 Arch Street Philadelphia, PA 19106				
	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)				

Exhibit B

UNITED STATES POSTAGE
 02 1A
 0004605770
 \$02.700
 DEC 25 2005
 MAILED FROM ZIP CODE 19109

The full statement of value required for all certified and insured mail. The maximum amount available for insurance coverage is \$5,000. The maximum amount available for insurance coverage is \$5,000. The maximum amount available for insurance coverage is \$5,000. The maximum amount available for insurance coverage is \$5,000.

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/14/2005

SERVICE# 1 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

PERSON/CORP TO SERVED
FRANK MENDICINO
40 PONY TRAIL DRIVE
BLOOMSBURG

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON FRANK MENDICINO

RELATIONSHIP DEFENDANT IDENTIFICATION _____

DATE 10/19/05 TIME 0932 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY *T. Chamberlain* DATE 10/19/05

370 CATHERINE ST

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/14/2005

SERVICE# 5 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

PERSON/CORP TO SERVED
DENISE YANNONE 320
2555 OLD DERWICK ROAD CATHERINE ST
BLOOMSBURG

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON DENISE YANNONE

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10/19/05 TIME 1320 MILEAGE _____ OTHER _____

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

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

(F) OTHER (SPECIFY) NOTE ADDRESS CHANGE

ATTEMPTS DATE	TIME	OFFICER	REMARKS
<u>10/19/05</u>	<u>0930</u>	<u>Carroll</u>	<u>NOT HOME - L.C.</u>

DEPUTY [Signature] DATE 10/19/05

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6380

Monday, October 17, 2005

**DENISE OTTAVIANI-TAX COLLECTOR
116 FROSTY VALLEY RD
BLOOMSBURG, PA 17815-**

**CITIBANK, N.A. AS TRUSTEE
VS
FRANK MENDICINO**

DOCKET # 131ED2005

JD # 266JD2004

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain

Timothy T. Chamberlain
Sheriff of Columbia County

*2005 Taxes are
Paid - check with
Tax Claims Bureau
Denise Ottaviani 10/18/05*

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
---	--

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Frank Mendicino
40 Pony Train Drive,
Bloomsburg, PA 17815

Your house (real estate) at 40 Pony Train Drive, Bloomsburgh, PA 17815, (more fully described as attached) is scheduled to be sold at the Columbia County Sheriff's Sale on February 15, 2006 at 9:00 am in the Sheriff's Office of the Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania 17815, to enforce the court judgment of \$174,287.78 obtained by Citibank, N.A., as Trustee against you.

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

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

1. The sale will be canceled if you pay to Citibank, N.A., as Trustee the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
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 the following notice on how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
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 on the sale. To find out if this has happened, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within (30) days of 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 schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate 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, 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 INFORMATION ABOUT
AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.**

SUSQUEHANNA LEGAL SERVICES
168 EAST 5TH STREET
BLOOMSBURG, PA 17815
(570) 784-8760

PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

LEGAL DESCRIPTION

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

BEGINNING at an iron pin in a hedgerow on the northern edge of a 50-foot right-of-way; said iron pin also being the southwest corner of lands now or late of Frederick B.

Vietig and the southeast corner of lands herein described; **THENCE** by other lands of Robert C. and Diana M. Beishline, North 81 degrees 42 minutes 11 seconds West,

803.06 feet to an iron pin; **THENCE** by lands now or late of Douglas and Peter Kuziak, North 8 degrees 39 minutes 08 seconds East, 736.97 feet to a stone corner; **THENCE** by the same, South 81 degrees 42 minutes 11 seconds East, 803.06 feet to an iron pin; **THENCE** by lands now or late of Frederick B. Vietig, South 8 degrees 39 minutes 08 seconds West, 736.97 feet to the place of **BEGINNING**. **CONTAINING** 13.586 acres of land. Description prepared in accordance with survey prepared by L. Wayne Laidacker, PLS, dated 6/28/90 and last revised 8/23/90.

UNDER AND SUBJECT to the right of way as affecting the aforescribed premises as said right-of-way is from Glenn S. and Genevieve M. Seely to Pennsylvania Power and Light Company dated October 12, 1970 and recorded in Columbia County Miscellaneous Book 46 page 241.

The aforescribed premises being a current survey and intending to convey the premises designated as Tract No. 2 of the said Deed of conveyance from Seely to Beishline.

TOGETHER with a perpetual right-of-way and easement extending from the westerly right-of-way line of Township Route No. 346 (Pony Trail Drive) in a westerly direction along the northerly line of the other lands of Robert Carl Beishline and Diana M. Beishline to the southerly line of the premises aforescribed, said right-of-way to be a uniform width of fifty feet, the centerline of which is described as beginning at a point in the centerline of Township Route 346, thence westerly South eight-one degrees forty-two minutes eleven seconds West, 577.64 feet to a point at the southerly line of the premises hereinbefore described. Said right-of-way as more fully described on survey plot plan prepared by L. Wayne Laidacker dated June 28, 1990, as hereinabove referred to. Said right-of-way to be in common with Robert Carl Beishline and Diana M. Beishline, their heirs and assigns, and the Grantees herein, their heirs and assigns, for the permanent, perpetual ingress, egress, and regress from the southerly line of the premises hereinbefore described to Township Route No. 346.

UNDER AND SUBJECT TO THE FOLLOWING:

1. This lot is restricted to a single-unit residential dwelling, attached or detached garage and accessory buildings. The exterior exposed walls at the front, side and back of any buildings shall consist of brick, stone, aluminum or vinyl siding or frame weatherboard construction or a combination thereof. Further subdivision of the lot is prohibited unless approved by Hemlock Township Planning Commission or the Hemlock Township Board of Supervisors.
2. There shall be no mobile home, mobile-type or temporary homes erected on said premises and all construction of homes and garages shall be of a permanent type.
3. That no excavation shall be made on the premises, nor earth or sand removed therefrom except as a part of the necessary excavation for the purpose of constructing and grading the premises for a residential dwelling house. All grading and landscaping with respect to said premises shall give due regard to the reasonable drainage of water.
4. That the premises shall not be used for the storage or accumulation of garbage, refuse, junk, more than one (1) disabled vehicle and any other unsightly or unsanitary accumulation.
5. That upon the erection of a dwelling house upon the premises a sewage disposal system shall be installed which shall be in conform with the rules and regulations of the Pennsylvania Department of Environmental Resources and of Hemlock Township. No drainfield shall extend closer than ten (10) feet to any boundaries of the lot.
6. Water will be obtained on-site by means of individual wells.
7. That no signs, posters, billboards or advertising of any kind shall be permitted to be erected upon the premises with the exception of the placement on a temporary basis of a "For Rent" or "For Sale" sign of not more than six (6) square feet in area.

TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

Commonly known as: **40 Pony Trail Dr., Bloomsburg, PA 17815. Parcel ID #: 18-07-004-06**

Title is vested in: **Frank Mendicino** by deed from James D. Aucker and Brenda M. Aucker, h/w dated 09/20/2002 and recorded on 10/23/2002 Instrument No. 200212462.

REAL DEBT: \$174,287.78

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Frank Mendicino

TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/14/2005

SERVICE# 4 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

PERSON/CORP TO SERVED
SALVATORE & VINCENZA SALAMONE
3 WINDOW LANE <i>WILLOW LN</i>
BLOOMSBURG

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON _____

RELATIONSHIP _____ IDENTIFICATION _____

DATE _____ TIME _____ MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

10/14/05

0910

Chamberlain

*PO. ADVISES ADDRESS WAS 3 WILLOW LN.
SUBJECT MOVED (DE PORTED)*

10/14/05

0945

Chamberlain

*ATTEMPT TO CONTACT ORGANIZATION OF
3 WILLOW LN - NOT HOME L.S.*

DEPUTY _____

DATE _____

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Monday, October 17, 2005

**SALVATORE & VINCENZA SALAMONE
3 WINDOW LANE
BLOOMSBURG, PA 17815-**

**CITIBANK, N.A. AS TRUSTEE
VS
FRANK MENDICINO**

DOCKET # 131ED2005

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Respectfully,

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Sheriff of Columbia County

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT
AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.**

SUSQUEHANNA LEGAL SERVICES
168 EAST 5TH STREET
BLOOMSBURG, PA 17815
(570) 784-8760

PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

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2. There shall be no mobile home, mobile-type or temporary homes erected on said premises and all construction of homes and garages shall be of a permanent type.
3. That no excavation shall be made on the premises, nor earth or sand removed therefrom except as a part of the necessary excavation for the purpose of constructing and grading the premises for a residential dwelling house. All grading and landscaping with respect to said premises shall give due regard to the reasonable drainage of water.
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TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

Commonly known as: **40 Pony Trail Dr., Bloomsburg, PA 17815. Parcel ID #: 18-07-004-06**

Title is vested in: **Frank Mendicino** by deed from James D. Aucker and Brenda M. Aucker, h/w dated 09/20/2002 and recorded on 10/23/2002 Instrument No. 200212462.

REAL DEBT: \$174,287.78

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Frank Mendicino

TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/14/2005

SERVICE# 7 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

PERSON/CORP TO SERVED
HEMLOCK SEWER
FIREHALL RD
BLOOMSBURG

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON LARINA KRAMER

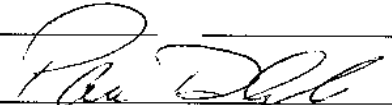
RELATIONSHIP CLERK TWP IDENTIFICATION _____

DATE 10.18.05 TIME 0915 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS	DATE	TIME	OFFICER	REMARKS
DEPUTY			DATE	<u>10-18-05</u>

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/14/2005

SERVICE# 8 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

PERSON/CORP TO SERVED
DENISE OTTAVIANI-TAX COLLECTOR
116 FROSTY VALLEY RD
BLOOMSBURG

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON DENISE OTTAVIANI

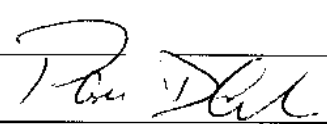
RELATIONSHIP _____ IDENTIFICATION _____

DATE 10.18.05 TIME 0905 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS	DATE	TIME	OFFICER	REMARKS
DEPUTY			DATE	<u>10.18.05</u>

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/14/2005

SERVICE# 9 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

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

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON *Quais Nard*

RELATIONSHIP _____ IDENTIFICATION _____

DATE 10.18.05 TIME 0845 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS	DATE	TIME	OFFICER	REMARKS

DEPUTY *Pam Dille* DATE 10.18.05

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/14/2005

SERVICE# 12 - OF - 15 SERVICES
DOCKET # 131ED2005

PLAINTIFF CITIBANK, N.A. AS TRUSTEE

DEFENDANT FRANK MENDICINO
ATTORNEY FIRM McCabe, Weisberg and Conway, PC

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

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

SERVED UPON ROSE APPELMAN

RELATIONSHIP CLERK IDENTIFICATION _____

DATE 10.18.05 TIME 0810 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
DEPUTY		<u>Paul Dell</u>	DATE <u>10.18.05</u>

COUNTY OF COLUMBIA
REAL ESTATE TAX CERTIFICATION

Date: 10/18/2005

Fee: \$5.00

Cert. NO: 1324

MENDICINO FRANK
40 PONY TRAIL DRIVE
BLOOMSBURG PA 17815

District: HEMLOCK TWP
Deed: 20021 -2462
Location: 40 PONY TRAIL DR
Parcel Id:18 -07 -004-06,000

Assessment: 59,362
Balances as of 10/18/2005

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

NO TAX CLAIM TAXES DUE

By: Timothy I. Chamberlain Per: dm.
Sheriff

REAL ESTATE OUTLINE

ED # 131-05

DATE RECEIVED 10-14-05
DOCKET AND INDEX 10-14-05
SET FILE FOLDER UP 10-14-05

CHECK FOR PROPER INFO.

WRIT OF EXECUTION
COPY OF DESCRIPTION
WHEREABOUTS OF LKA
NON-MILITARY AFFIDAVIT
NOTICES OF SHERIFF SALE - called Angie courts 10-14
WATCHMAN RELEASE FORM left mess.
AFFIDAVIT OF LIENS LIST
CHECK FOR \$~~1,350.00~~ OR 2000.00 CK# 25935

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

SALE DATE Feb. 15, 06 TIME 0900
POSTING DATE Jan. 11, 06
ADV. DATES FOR NEWSPAPER
1ST WEEK Jan. 25
2ND WEEK Feb. 1
3RD WEEK 8, 06

SHERIFF'S SALE

WEDNESDAY FEBRUARY 15, 2006 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 131 OF 2004 ED AND CIVIL WRIT NO. 266 OF 2004 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF' OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at an iron pin in a hedgerow on the northern edge of a 50-foot right-of-way; said iron pin also being the southwest corner of lands now or late of Frederick B. Vietig and the southeast corner of lands herein described; **THENCE** by other lands of Robert C. and Diana M. Beishline, North 81 degrees 42 minutes 11 seconds West, 803.06 feet to an iron pin; **THENCE** by lands now or late of Douglas and Peter Kuziak, North 8 degrees 39 minutes 08 seconds East, 736.97 feet to a stone corner; **THENCE** by the same, South 81 degrees 42 minutes 11 seconds East, 803.06 feet to an iron pin; **THENCE** by lands now or late of Frederick B. Vietig, South 8 degrees 39 minutes 08 seconds West, 736.97 feet to the place of **BEGINNING**. **CONTAINING** 13.586 acres of land. Description prepared in accordance with survey prepared by L. Wayne Laidacker, PLS, dated 6/28/90 and last revised 8/23/90.

UNDER AND SUBJECT to the right of way as affecting the aforescribed premises as said right-of-way is from Glenn S. and Genevieve M. Seely to Pennsylvania Power and Light Company dated October 12, 1970 and recorded in Columbia County Miscellaneous Book 46 page 241.

The aforescribed premises being a current survey and intending to convey the premises designated as Tract No. 2 of the said Deed of conveyance from Seely to Beishline.

TOGETHER with a perpetual right-of-way and easement extending from the westerly right-of-way line of Township Route No. 346 (Pony Trail Drive) in a westerly direction along the northerly line of the other lands of Robert Carl Beishline and Diana M. Beishline to the southerly line of the premises aforescribed, said right-of-way to be a uniform width of fifty feet, the centerline of which is described as beginning at a point in the centerline of Township Route 346, thence westerly South eight-one degrees forty-two minutes eleven seconds West, 577.64 feet to a point at the southerly line of the premises hereinbefore described. Said right-of-way as more fully described on survey plot plan prepared by L. Wayne Laidacker dated June 28, 1990, as hereinabove referred to. Said right-of-way to be in common with Robert Carl Beishline and Diana M. Beishline, their heirs and assigns, and the Grantees herein, their heirs and assigns, for the permanent, perpetual ingress, egress, and regress from the southerly line of the premises hereinbefore described to Township Route No.346.

UNDER AND SUBJECT TO THE FOLLOWING:

1. This lot is restricted to a single-unit residential dwelling, attached or detached garage and accessory buildings. The exterior exposed walls at the front, side and back of any buildings shall consist of brick, stone, aluminum or vinyl siding or frame weatherboard construction or a combination thereof. Further subdivision of the lot is prohibited unless approved by Hemlock Township Planning Commission or the Hemlock Township Board of Supervisors.
2. There shall be no mobile home, mobile-type or temporary homes erected on said premises and all construction of homes and garages shall be of a permanent type.
3. That no excavation shall be made on the premises, nor earth or sand removed therefrom except as a part of the necessary excavation for the purpose of constructing and grading the premises for a residential dwelling house. All grading and landscaping with respect to said premises shall give due regard to the reasonable drainage of water.
4. That the premises shall not be used for the storage or accumulation of garbage, refuse, junk, more than one (1) disabled vehicle and any other unsightly or unsanitary accumulation.
5. That upon the erection of a dwelling house upon the premises a sewage disposal system shall be installed which shall be in conform with the rules and regulations of the Pennsylvania Department of Environmental Resources and of Hemlock Township. No drainfield shall extend closer than ten (10) feet to any boundaries of the lot.
6. Water will be obtained on-site by means of individual wells.
7. That no signs, posters, billboards or advertising of any kind shall be permitted to be erected upon the premises with the

exception of the placement on a temporary basis of a "For Rent" or "For Sale" sign of not more than six (6) square feet in area.

TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

Commonly known as 40 Pony Trail Drive, Bloomsburg, PA 17815 Parcel ID#: 18-07-004-06

Title is vested in: Frank Mendicino by deed from James D. Aucker and Brenda M. Aucker, h/w dated 09/20/2002 and recorded on 10/23/2002 Instrument No. 200212462.

TERMS OF SALE

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

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

Plaintiff's Attorney
Terrence J. McCabe
123 South Broad Street
Philadelphia, PA 19109

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

SHERIFF'S SALE

WEDNESDAY FEBRUARY 15, 2006 AT 9:00 AM

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Commonly known as 40 Pony Trail Drive, Bloomsburg, PA 17815 Parcel ID#: 18-07-004-06

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SHERIFF'S SALE

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Commonly known as 40 Pony Trail Drive, Bloomsburg, PA 17815 Parcel ID#: 18-07-004-06

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Plaintiff's Attorney
Terrence J. McCabe
123 South Broad Street
Philadelphia, PA 19109

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

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

Citibank, N.A., as Trustee
V.
Frank Mendicino

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

No. 131 Term 2005 E.D.

No. _____ Term _____ A.D.

No. 2004-CV-266 Term _____ J.D.

**WRIT OF EXECUTION
MORTGAGE FORECLOSURE**

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF _____ COLUMBIA _____ COUNTY PENNSYLVANIA

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

Being Known As: 40 Pony Train Drive, Bloomsburgh, PA 17815

Amount due	\$174,287.78	
Interest from 4/20/2004-sale date	\$	
Total	\$	Plus Costs as endorsed.

Dated: 10-14-2005
(SEAL)

Rami B. Rine/EAB
Prothonotary, Common Pleas Court of
Columbia County Penna.

By: _____ Deputy

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Frank Mendicino
40 Pony Train Drive,
Bloomsburg, PA 17815

Your house (real estate) at 40 Pony Train Drive, Bloomsburgh, PA 17815, (more fully described as attached) is scheduled to be sold at the Columbia County Sheriff's Sale on _____ at _____, in the Sheriff's Office of the Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania 17815, to enforce the court judgment of \$174,287.78 obtained by Citibank, N.A., as Trustee against you.

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

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

1. The sale will be canceled if you pay to Citibank, N.A., as Trustee the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
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 the following notice on how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
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 on the sale. To find out if this has happened, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within (30) days of 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 schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate 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, 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 INFORMATION ABOUT
AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.**

SUSQUEHANNA LEGAL SERVICES
168 EAST 5TH STREET
BLOOMSBURG, PA 17815
(570) 784-8760

PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

LEGAL DESCRIPTION

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REAL DEBT: \$174,287.78

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Frank Mendicino

TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 40 Pony Train Drive, Bloomsburg, PA 17815 a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815

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

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

Chase Manhattan Mtg. Corp,
343 Thornall Street
Edison, NJ 08837

Citibank, NA., as Trustee
10890 Rancho Bernardo Road,
San Diego, CA 92127

Salvatore Salamone and Vincenza Salamone,
3 Window Lane,
Bloomsburg, PA 17815

Denise Yannoni,
2555 Old Berwick Road
Bloomsburg, Pa 17815

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name	Address
Commonwealth of PA Department of Revenue	Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenant(s)/Occupant(s)	40 Pony Train Drive, Bloomsburgh, PA 17815
Domestic Relations	Columbia County 700 Sawmill Road Bloomsburg, PA 17815
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.
Internal Revenue Service	Technical Support Group, William Green Federal Bldg. Room 3259, 600 Arch Street Philadelphia, PA 19106

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. Section 4904 relating to unsworn falsification to authorities.

October 12, 2005

DATE

J. McCabe

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

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

BEGINNING at an iron pin in a hedgerow on the northern edge of a 50-foot right-of-way; said iron pin also being the southwest corner of lands now or late of Frederick B.

Vietig and the southeast corner of lands herein described; **THENCE** by other lands of Robert C. and Diana M. Beishline, North 81 degrees 42 minutes 11 seconds West, 803.06 feet to an iron pin; **THENCE** by lands now or late of Douglas and Peter Kuziak, North 8 degrees 39 minutes 08 seconds East, 736.97 feet to a stone corner; **THENCE** by the same, South 81 degrees 42 minutes 11 seconds East, 803.06 feet to an iron pin; **THENCE** by lands now or late of Frederick B. Vietig, South 8 degrees 39 minutes 08 seconds West, 736.97 feet to the place of **BEGINNING**. **CONTAINING** 13.586 acres of land. Description prepared in accordance with survey prepared by L. Wayne Laidacker, PLS, dated 6/28/90 and last revised 8/23/90.

UNDER AND SUBJECT to the right of way as affecting the aforescribed premises as said right-of-way is from Glenn S. and Genevieve M. Seely to Pennsylvania Power and Light Company dated October 12, 1970 and recorded in Columbia County Miscellaneous Book 46 page 241.

The aforescribed premises being a current survey and intending to convey the premises designated as Tract No. 2 of the said Deed of conveyance from Seely to Beishline.

TOGETHER with a perpetual right-of-way and easement extending from the westerly right-of-way line of Township Route No. 346 (Pony Trail Drive) in a westerly direction along the northerly line of the other lands of Robert Carl Beishline and Diana M. Beishline to the southerly line of the premises aforescribed, said right-of-way to be a uniform width of fifty feet, the centerline of which is described as beginning at a point in the centerline of Township Route 346, thence westerly South eight-one degrees forty-two minutes eleven seconds West, 577.64 feet to a point at the southerly line of the premises hereinbefore described. Said right-of-way as more fully described on survey plot plan prepared by L. Wayne Laidacker dated June 28, 1990, as hereinabove referred to. Said right-of-way to be in common with Robert Carl Beishline and Diana M. Beishline, their heirs and assigns, and the Grantees herein, their heirs and assigns, for the permanent, perpetual ingress, egress, and regress from the southerly line of the premises hereinbefore described to Township Route No. 346.

UNDER AND SUBJECT TO THE FOLLOWING:

1. This lot is restricted to a single-unit residential dwelling, attached or detached garage and accessory buildings. The exterior exposed walls at the front, side and back of any buildings shall consist of brick, stone, aluminum or vinyl siding or frame weatherboard construction or a combination thereof. Further subdivision of the lot is prohibited unless approved by Hemlock Township Planning Commission or the Hemlock Township Board of Supervisors.
2. There shall be no mobile home, mobile-type or temporary homes erected on said premises and all construction of homes and garages shall be of a permanent type.
3. That no excavation shall be made on the premises, nor earth or sand removed therefrom except as a part of the necessary excavation for the purpose of constructing and grading the premises for a residential dwelling house. All grading and landscaping with respect to said premises shall give due regard to the reasonable drainage of water.
4. That the premises shall not be used for the storage or accumulation of garbage, refuse, junk, more than one (1) disabled vehicle and any other unsightly or unsanitary accumulation.
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6. Water will be obtained on-site by means of individual wells.
7. That no signs, posters, billboards or advertising of any kind shall be permitted to be erected upon the premises with the exception of the placement on a temporary basis of a "For Rent" or "For Sale" sign of not more than six (6) square feet in area.

TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

Commonly known as: **40 Pony Trail Dr., Bloomsburg, PA 17815. Parcel ID #: 18-07-004-06**

Title is vested in: **Frank Mendicino** by deed from James D. Aucker and Brenda M. Aucker, h/w dated 09/20/2002 and recorded on 10/23/2002 Instrument No. 200212462.

REAL DEBT: \$174,287.78

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Frank Mendicino

TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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Domestic Relations	Columbia County 700 Sawmill Road Bloomsburg, PA 17815
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.
Internal Revenue Service	Technical Support Group, William Green Federal Bldg. Room 3259, 600 Arch Street Philadelphia, PA 19106

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. Section 4904 relating to unsworn falsification to authorities.

October 12, 2005

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J. McCabe

TERRENCE J. McCABE, ESQUIRE
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4. That the premises shall not be used for the storage or accumulation of garbage, refuse, junk, more than one (1) disabled vehicle and any other unsightly or unsanitary accumulation.
5. That upon the erection of a dwelling house upon the premises a sewage disposal system shall be installed which shall be in conform with the rules and regulations of the Pennsylvania Department of Environmental Resources and of Hemlock Township. No drainfield shall extend closer than ten (10) feet to any boundaries of the lot.
6. Water will be obtained on-site by means of individual wells.
7. That no signs, posters, billboards or advertising of any kind shall be permitted to be erected upon the premises with the exception of the placement on a temporary basis of a "For Rent" or "For Sale" sign of not more than six (6) square feet in area.

TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

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TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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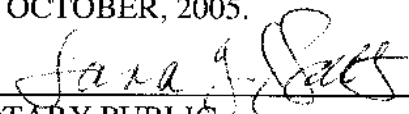
AFFIDAVIT OF DEFENDANTS' WHEREABOUTS

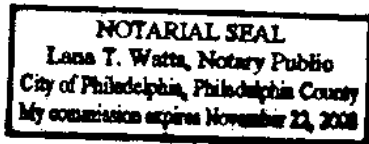
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known address of the Defendant(s) are as follows:

Frank Mendicino
40 Pony Train Drive
Bloomsburg, PA 17815


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 12th DAY
OF OCTOBER, 2005.


NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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AFFIDAVIT OF DEFENDANTS' WHEREABOUTS

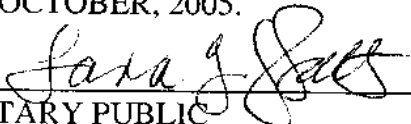
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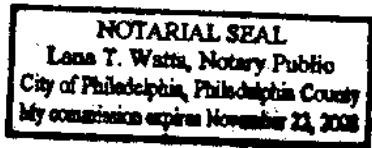


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
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NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Citibank, N.A., as Trustee V. Frank Mendicino	COLUMBIA COUNTY COURT OF COMMON PLEAS NUMBER 2004-CV-266
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TO: Sheriff of Columbia County
Courthouse, Main Street
P.O. Box 380
Bloomsburg, PA 17815

SIR OR MADAM:

There will be placed in your hands for service a Writ (Order) of Execution in the above-captioned matter.

INSTRUCTIONS

You are hereby directed to post, levy upon, and sell the property described as follows:

40 Pony Train Drive, Bloomsburgh, PA 17815
(more fully described as attached)

The parties to be served and their proper addresses are as follows:

Frank Mendicino
40 Pony Train Drive,
Bloomsburg, PA 17815

WAIVER OF WATCHMAN

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

October 12, 2005

DATE



TERRENCE J. McCABE, ESQUIRE

LEGAL DESCRIPTION

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

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UNDER AND SUBJECT TO THE FOLLOWING:

1. This lot is restricted to a single-unit residential dwelling, attached or detached garage and accessory buildings. The exterior exposed walls at the front, side and back of any buildings shall consist of brick, stone, aluminum or vinyl siding or frame weatherboard construction or a combination thereof. Further subdivision of the lot is prohibited unless approved by Hemlock Township Planning Commission or the Hemlock Township Board of Supervisors.
2. There shall be no mobile home, mobile-type or temporary homes erected on said premises and all construction of homes and garages shall be of a permanent type.
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TOGETHER with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.
Commonly known as: **40 Pony Trail Dr., Bloomsburg, PA 17815. Parcel ID #: 18-07-004-06**

Title is vested in: **Frank Mendicino** by deed from James D. Aucker and Brenda M. Aucker, h/w dated 09/20/2002 and recorded on 10/23/2002 Instrument No. 200212462.

REAL DEBT: \$174,287.78

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Frank Mendicino

TERRENCE J. McCABE, ESQUIRE
123 South Broad Street, Suite 2080,
Philadelphia, PA 19109
(215) 790 1010

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UNDER AND SUBJECT to the right of way as affecting the aforescribed premises as said right-of-way is from Glenn S. and Genevieve M. Seely to Pennsylvania Power and Light Company dated October 12, 1970 and recorded in Columbia County Miscellaneous Book 46 page 241.

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TOGETHER with a perpetual right-of-way and easement extending from the westerly right-of-way line of Township Route No. 346 (Pony Trail Drive) in a westerly direction along the northerly line of the other lands of Robert Carl Beishline and Diana M. Beishline to the southerly line of the premises aforescribed, said right-of-way to be a uniform width of fifty feet, the centerline of which is described as beginning at a point in the centerline of Township Route 346, thence westerly South eight-one degrees forty-two minutes eleven seconds West, 577.64 feet to a point at the southerly line of the premises hereinbefore described. Said right-of-way as more fully described on survey plot plan prepared by L. Wayne Laidacker dated June 28, 1990, as hereinabove referred to. Said right-of-way to be in common with Robert Carl Beishline and Diana M. Beishline, their heirs and assigns, and the Grantees herein, their heirs and assigns, for the permanent, perpetual ingress, egress, and regress from the southerly line of the premises hereinbefore described to Township Route No. 346.

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ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER. SEE REVERSE SIDE FOR COMPLETE INSTRUCTIONS.

McCABE, WEISBERG & CONWAY, P.C.
ATTORNEYS AT LAW
FIRST UNION BUILDING
123 S. BROAD STREET SUITE 2080
PHILADELPHIA, PA 19109



WACHOVIA
3-50/310

25935

NUMBER

PAY: Two Thousand *****

*****00/100
DATE
Oct 12/2005 AMOUNT
\$2,000.00

TO THE Sheriff of Columbia County
ORDER
OF

ESCROW TRUST
VOID AFTER 90 DAYS

Tenney McCall

Relisting property for Sheriff's sale

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

⑆025935⑆ ⑆031000503⑆ 200001243002⑆