

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

Wells Fargo Bank vs Edward + Lori Wellborn

NO. 43-14 ED NO. 491-11 JD

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

BID PRICE (INCLUDES COST) \$ 194,780

POUNDAGE - 2% OF BID \$ 38,84

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 198,82

PURCHASER(S): [Signature]

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

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

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

TOTAL DUE: \$ 198,82

LESS DEPOSIT: \$ 1500.00

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

TOTAL DUE IN 8 DAYS \$ 48,82





**pennsylvania**  
DEPARTMENT OF REVENUE  
**Bureau of Individual Taxes**  
PO BOX 280603  
Harrisburg, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

**RECORDER'S USE ONLY**

State Tax Paid
Book Number
Page Number
Date Recorded

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

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

Name ZUCKER, GOLDBERG & ACKERMAN, LLC		Telephone Number: (908) 233-8500	
Mailing Address 200 SHEFFIELD STREET, SUITE 101	City MOUNTAINSIDE	State NJ	ZIP Code 07092

**B. TRANSFER DATA**

**C. Date of Acceptance of Document 7/16/2014**

Grantor(s)/Lessor(s) Sheriff of COLUMBIA County			Grantees/Lessee(s) Wells Fargo Bank, NA		
Mailing Address P.O. Box 380			Mailing Address 3476 Stateview Blvd		
City Bloomsburg	State PA	Zip Code 17815	City Fort Mill,	State SC	ZIP Code 29715

**D. REAL ESTATE LOCATION**

Street Address 3992 Maple Grove Road		City, Township, Borough <b>Township of Benton</b>	
County COLUMBIA	School District <b>BENTON AREA S D</b>	Tax Parcel Number 03-04A01500	

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

1. Actual Case Consideration \$1,980.82	2. Other Consideration +0.00	3. Total Consideration \$1,980.82
4. County Assessed Value \$34,987.00	5. Common Level Ratio Factor X 3.61	6. Fair Market Value \$126,303.07

**F. EXEMPTION DATA**

1a. Amount of Exemption Claimed \$1,980.82	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
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**Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- Transfer to a trust (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If Trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy agency/straw party agreement)
- Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default: INSTRUMENT NUMBER 200801126**
- Corrective or confirmatory deed (Attach complete copy of prior deed being corrected or confirmed)
- Statutory corporate consolidation, merger or division (Attach copy of articles.)
- Other (Please explain exemption claimed): \_\_\_\_\_

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

Signature of Correspondent or Responsible Party Letitia Wilkinson		Date May 06, 2015
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**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED**





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Signature of Correspondent or Responsible Party Letitia Wilkinson		Date November 11, 2014
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Signature of Correspondent or Responsible Party Letitia Wilkinson	Date November 11, 2014
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COUNTY OF COLUMBIA  
 RECORDER OF DEEDS  
 Beverly J. Michael, Recorder  
 35 West Main Street  
 Bloomsburg, PA 17815

Instrument Number - 200801126  
 Recorded On 2/5/2008 At 4:17:43 PM  
 \* Instrument Type - MORTGAGE  
 Invoice Number - 117667  
 \* Mortgagor - KALBACH, EDWARD K  
 \* Mortgagee - WELLS FARGO BANK  
 User - TSA

\* Total Pages - 14

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$31.00
RECORDING FEES -	\$31.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$77.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
 BOX EXACT ABSTRACT

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



*Beverly J. Michael*

Beverly J. Michael  
 Recorder of Deeds

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

Prepared By:  
WELLS FARGO BANK, N.A.

111 CONTINENTAL DR, SUITE 114,  
NEWARK, DE 197130000

Return To:  
WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121

Parcel Number:

Premises:  
3992 MAPLE GROVE RD  
STILLWATER

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

## MORTGAGE

FHA Case No. [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 05, 2008  
The Mortgagor is EDWARD K KALBACH, A MARRIED PERSON AND LORI L KALBACH, A  
MARRIED PERSON

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

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

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 00/100  
Dollars (U.S. \$ \*\*\*\*\*116,885.00 ).

0083750117

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

FHA Pennsylvania Mortgage - 4/96  
VMP (4RIPA) (0508)

VMP Mortgage Solutions, Inc.

Page 1 of 9

Initials:

E.K.K.  
[Signature]



This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 01, 2038**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **COLUMBIA**

County, Pennsylvania:

**\*\*SEE ATTACHED**

which has the address of **3992 MAPLE GROVE RD** [Street]  
**STILLWATER** [City], Pennsylvania **17878** [Zip Code]  
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

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

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures

from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

**9. Grounds for Acceleration of Debt.**

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

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

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

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

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

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

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

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

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

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

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

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

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

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

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

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

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

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

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

**19. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

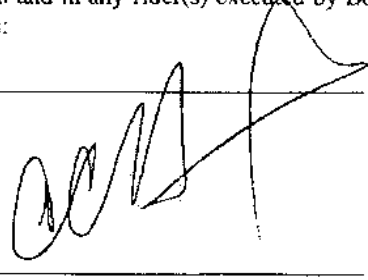
**23. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

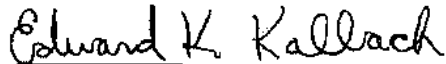
24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the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

- Condominium Rider       Growing Equity Rider       Other [specify]  
 Planned Unit Development Rider       Graduated Payment Rider      **ARM RIDER**


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

Witnesses:

  
\_\_\_\_\_

 (Seal)  
EDWARD K KALBACH -Borrower

\_\_\_\_\_

 (Seal)  
LORI L KALBACH -Borrower

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

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

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

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

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

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

All that certain piece, parcel and lot of land situate in the Township of Benton, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

On the North by land now or formerly of Roy Hess; On the East by land now or formerly of Robert L. Brown and Lahoma M. Brown; On the South by said Brown and on the West by State Highway No. 339.

Being one hundred twenty-eight feet wide and one hundred and thirty feet deep.

It is understood and agreed between the parties hereto that a strip of land along the Northern side of the above described piece of land is reserved by Robert L. Brown and Lahoma M. Brown for the use of Robert L. Brown and Lahoma M. Brown and others to get to the land in the rear. This strip is eight feet wide and is to be maintained by Robert L. Brown and Lahoma M. Brown.

Tax ID / Parcel No. 03-04A01500

Being the same premises which Joseph F. Newhart and Candie L. Newhart, husband and wife, by Deed dated FEBRUARY 5, 2008 and recorded simultaneously with the recording of this mortgage, granted and conveyed unto Edward K. Kalbach and Lori L. Kalbach, husband and wife. Mortgagors herein.

Also being the same premises which Robert W. Burmeister and Holly Ann Burmeister, husband and wife by Deed dated May 10, 2003 and recorded May 14, 2003 in Columbia County in Instrument No. 200305832, granted and conveyed unto Joseph F. Newhart. in fee.

**EXHIBIT "A"**

## ADJUSTABLE RATE RIDER

FHA Case No. 441-8169185 729
---------------------------------

THIS ADJUSTABLE RATE RIDER is made this 5TH day of FEBRUARY 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3992 MAPLE GROVE RD, STILLWATER, PA 17878

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### **INTEREST RATE AND MONTHLY PAYMENT CHANGES**

#### **(A) Change Date**

The interest rate may change on the first day of JULY 2011, and on that day every 12th month thereafter. "Change Date" means each date on which the interest rate could change.

#### **(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

0083750117

FHA Multistate ARM Rider - 04/04

VMP-591U (0405).01

Page 1 of 3

Initials: EKK.

VMP Mortgage Solutions, Inc.

(800)521-7291



**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND ONE-QUARTER** percentage point(s) ( **2.250** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The existing interest rate will never increase or decrease by more than **ONE** percentage point(s) ( **1** %) on any single Change Date. The interest rate will never be more than **FIVE** percentage points ( **5** %) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

**(E) Calculation of Payment Change**

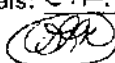
If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of Changes**


Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

**(G) Effective Date of Changes**

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

Initials: **E.K.K.**  


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Edward K. Kalbach (Seal)  (Seal)  
EDWARD K KALBACH -Borrower LORI L KALBACH -Borrower

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

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

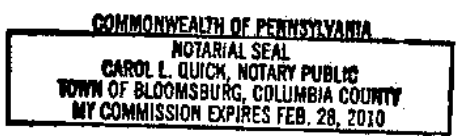
\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:  
On this, 5TH day of FEBRUARY 2008, before me, the undersigned officer,  
personally appeared EDWARD K. KALBACH LORI L KALBACH

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

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

Carol L. Quick



Notary Public  
Title of Officer

Certificate of Residence

I, Leslie A. Chyka, do hereby certify that the correct address of  
the within-named Lender is P.O. BOX 11701, NEWARK, NJ 071014701

Witness my hand this 5TH day of FEBRUARY 2008

Leslie A. Chyka  
Agent of Lender

083742

83742

**ZUCKER, GOLDBERG & ACKERMAN, LLC**

ATTORNEYS AT LAW

PA ATTORNEY BUSINESS ACCOUNT

200 SHEFFIELD ST., SUITE 301

MOUNTAIN SIDE, NJ 07092

PH. 908-233-8500

JPMORGAN CHASE BANK

MONTCLAIR, NJ 07042

55-233/212

THIS CHECK EXPIRES AND IS VOID 180 DAYS FROM ISSUE DATE

DATE

AMOUNT

5/6/2015

\$\*\*\*\*\*480.82

Four Hundred Eighty and 82/100-----

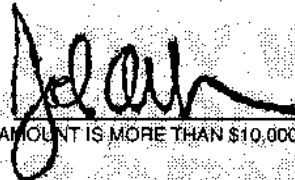
US Dollars

COLUMBIA COUNTY SHERIFF

P.O. BOX 380

BLOOMSBURG, PA 17815

United States



TWO SIGNATURES REQUIRED IF THE AMOUNT IS MORE THAN \$10,000.00

⑈083742⑈ ⑆021202337⑆ ⑆6108811828⑈

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS—COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK—IF COLOR DOES NOT FADE DO NOT ACCEPT

PAY  
TO THE  
ORDER  
OF



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



**Plaintiff**  
WELLS FARGO BANK, N.A.

vs.

**Defendant**  
EDWARD KALBACH  
LORI KALBACH

**Attorney for the Plaintiff:**

ZUCKER, GOLDBERG & ACKERMAN, LLC  
200 SHEFFIELD STREET  
SUITE 301  
MOUNTAINSIDE, NJ 07092

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

**Writ of Execution No. :** 2011CV491

**Advance Sheriff Costs:** \$1,500.00

**Location of the real estate:** 3992 MAPLE GROVE ROAD, STILLWATER, PA 17878

## Sheriff Costs

Advertising Sale (Newspaper)	\$15.00
Advertising Sale Bills & Copies	\$17.50
Crying Sale	\$10.00
Docketing	\$15.00
Levy	\$15.00
Mailing Costs	\$24.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,150.98
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$75.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$135.00
Service Mileage	\$40.00
Distribution Form	\$25.00
Copies	\$4.50
Notary Fee	\$10.00
Tax Claim Search	\$5.00
Surcharge	\$100.00

**Total Sheriff Costs** **\$1,876.98**

## Distribution Costs

Recording Fees **\$65.00**

**Total Distribution Costs** **\$65.00**

**Grand Total:** **\$1,941.98**

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

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

(for County Sale, Sheriff, Treasurer, etc.)

SHERIFF'S SALE COST SHEET

vs. Kalabach

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

✓ DOCKET/RETURN \$15.00  
 SERVICE PER DEF. \$ 135.00  
 ✓ LEVY (PER PARCEL \$15.00  
 ✓ MAILING COSTS \$ 24.00  
 ✓ ADVERTISING SALE BILLS & COPIES \$17.50  
 ✓ ADVERTISING SALE (NEWSPAPER) \$15.00  
 MILEAGE \$ 42.00  
 ✓ POSTING HANDBILL \$15.00  
 ✓ CRYING/ADJOURN SALE \$10.00  
 ✓ SHERIFF'S DEED \$35.00  
 ✓ TRANSFER TAX FORM \$25.00  
 DISTRIBUTION FORM \$25.00  
 COPIES \$ 4.50  
 NOTARY \$ 10.00  
 TOTAL \*\*\*\*\* \$ 386.00

✓ WEB POSTING \$150.00  
 ✓ PRESS ENTERPRISE INC. \$ 1150.98  
 ✓ SOLICITOR'S SERVICES \$75.00  
 TOTAL \*\*\*\*\* \$ 1375.98

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

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20 \$ \_\_\_\_\_  
 SCHOOL DIST. 20 \$ \_\_\_\_\_  
 DELINQUENT 20 \$ 5.00  
 TOTAL \*\*\*\*\* \$ 5.00

MUNICIPAL FEES DUE:

SEWER 20 \$ \_\_\_\_\_  
 WATER 20 \$ \_\_\_\_\_  
 TOTAL \*\*\*\*\* \$ - 0 -

SURCHARGE FEE (DSTE) \$ 100.00  
 MISC. \$ \_\_\_\_\_  
 TOTAL \*\*\*\*\* \$ - 0 -

TOTAL COSTS (OPENING BID) \$ 1936.98

LEONARD B. ZUCKER  
MICHAELS S. ACKERMAN  
JOEL ACKERMAN\*

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG

FRANCES GAMBARDELLA  
BRIAN C. NICHOLAS \*  
SCOTT A. DIETTERICK †  
KIMBERLY A. BONNER †  
STEVEN D. KROL  
CHRISTOPHER G. FORD  
DENISE CARLON ΔΔ  
CHRISTINE E. POTTER ◊  
RYAN S. MALC  
STEPHANIE WOLCHOK  
ASHLEIGH LEVY MARIN †  
DOUGLAS J. McDONOUGH  
TIMOTHY J. ZIEGLER  
RALPH M. SALVIA †  
ROBERT D. BAILEY  
JAIME R. ACKERMAN †  
KACIE W. BROWN  
MONIKA S. PUNDALIK  
TODD MARKS Δ  
JANA FRIDFINNSDOTTIR †  
DENNIS P. UHLMANN, JR.  
BRIAN M. GILBERT  
JAMAR BENJAMIN  
ROGER FAY †

200 SHEFFIELD STREET - SUITE 101  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: office@zuckergoldberg.com

*For payoff/reinstatement figures  
Please send your request to: zuckergoldberg.com/pr*

**REPLY TO NEW JERSEY ADDRESS**

MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
The Union Hotel Office Building  
240 Gettysburg Pike  
Mechanicsburg, PA 17055

\* ALSO MEMBER OF NY, PA AND CA BAR  
† ALSO MEMBER OF NY, PA AND ME BAR  
ΔΔ ALSO MEMBER OF NY AND PA BAR  
Δ ALSO MEMBER OF NY BAR  
‡ ALSO MEMBER OF PA BAR ONLY  
◊ MEMBER OF PA BAR ONLY  
◊ ALSO MEMBER OF FL BAR

XFP-150744

July 14, 2014

Prothonotary of Columbia County  
Columbia County Courthouse  
Bloomsburg, PA 17815

**Re:** Wells Fargo Bank, N.A.  
**vs.** Edward K. Kalbach and Lori L. Kalbach, husband and wife, as Tenants by the Entireties  
**Premises:** 3992 Maple Grove Road, Stillwater PA 17878.  
**Docket No.:** 2011-CV-491

Dear Sir or Madam:

Enclosed for filing please find an original of an Affidavit of Service of Defendant/Owner and Other Parties of Interest regarding the above referenced matter. Please file the original and return a time-stamped copy of the extra face page which is enclosed in the self-addressed stamped envelope.

If you have any questions or concerns, please do not hesitate to contact our office at (908) 233-8500. Ext 326

Very Truly Yours,  
ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: Margaret Agyepong  
Margaret Agyepong, Legal Assistant  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
Email: Office@zuckergoldberg.com  
File No.: XFP-150744  
(908) 233-8500; (908) 233-1390 FAX

mag

enclosures

cc: Sheriff of Columbia County (w/encl.)

Zucker, Goldberg & Ackerman, LLC  
XFP-150744

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.,

CIVIL DIVISION

Plaintiff,

NO.: 2011-CV-491

vs.

Edward K. Kalbach; Lori L. Kalbach;

TYPE OF PLEADING

Defendants.

**Pa. R.C.P. RULE 3129.2(C) AFFIDAVIT OF SERVICE  
OF DEFENDANT/OWNER AND  
OTHER PARTIES OF INTEREST**

FILED ON BEHALF OF:  
Wells Fargo Bank, N.A.

COUNSEL OF RECORD FOR THIS PARTY:  
ZUCKER, GOLDBERG & ACKERMAN, LLC

Scott A. Dietterick, Esquire PA I.D. #55650  
Kimberly A. Bonner, Esquire- PA I.D. #89705  
Joel A. Ackerman, Esquire- PA I.D. #202729  
Ashleigh Levy Marin, Esquire- PA I.D. #306799  
Ralph M. Salvia, Esquire- PA I.D. #202946  
Jaime R. Ackerman, Esquire- PA I.D. #311032  
Jana Fridfinnsdottir, Esquire- PA I.D. #315944  
Brian Nicholas, Esquire- PA I.D. #317240  
Denise Carlon, Esquire- PA I.D. #317226  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
[office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)  
File No.: XFP- 150744/mag

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2011-CV-491

Edward K. Kalbach; Lori L. Kalbach;

Defendants.

**Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF  
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Margaret Agyepong, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, Wells Fargo Bank, N.A., being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendant, Edward K. Kalbach and Lori L. Kalbach, husband and wife, as Tenants by the Entireties, is the record owner of the real property.

2. On or about March 14, 2014, defendant Edward K. Kalbach was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, personally by the Sheriff of Columbia County, at the address of 181 Railroad Street, Bloomsburg, PA 17815-1016. A true and correct copy of said Return of Service are marked Exhibit "A", attached hereto and made a part hereof.

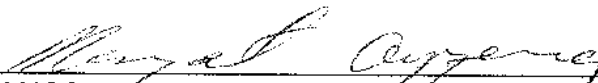
3. On or about May 9, 2014, defendant Lori L. Kalbach was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, via certified mail, return receipt requested, at the address of the mortgaged premises, being 3992 Maple Grove Road, Stillwater PA 17878. A true and correct copy of said Notice and proof of Service are marked Exhibit "B", attached hereto and made a part hereof.

4. On or about June 10, 2014, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Certificates of Mailing are marked Exhibit "C", attached hereto and made a part hereof.

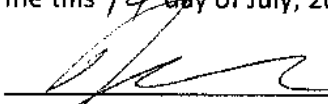
Finally, the undersigned deposes and says that the Defendant/Owner and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff

Dated: July 14, 2014

  
MARGARET AGYEPONG  
Paralegal/Legal Assistant

Sworn to and subscribed before  
me this 14 day of July, 2014

  
Notary Public

MY COMMISSION EXPIRES:

JANELL URLIN  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2364963  
My Commission Expires 10/17/2017

# **EXHIBIT A**

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SHERIFF'S RETURN OF SERVICE

03/14/2014 01:50 PM - DEPUTY SCOTT MAYERNICK, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: EDWARD KALBACH AT 181 RAILROAD STREET, BLOOMSBURG, PA 17815.

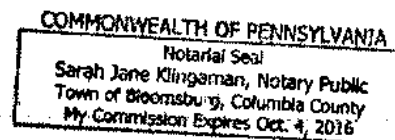
  
SCOTT MAYERNICK, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

March 14, 2014

NOTARY



Affirmed and subscribed to before me this

14TH day of MARCH 2014

Attorney: ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 SHEFFIELD STREET, SUITE 301, MOUNTAINSIDE, NJ 07093

© County/Sheriff/Notary Seal Use Only

# **EXHIBIT B**

Zucker, Goldberg & Ackerman, LLC  
PO Box 1219  
Mountainside, NJ 07092-1219



9314 7108 1170 0738 7608 52

20140505-102



Lori L. Kalbach  
3992 MAPLE GROVE RD  
STILLWATER, PA 17878-9307

PANOSS



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

Wells Fargo Bank, NA

Plaintiff,

vs.

Edward K. Kalbach; Lori L. Kalbach;

Defendants.

CIVIL DIVISION

NO.: 2011-CV-491

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Lori L. Kalbach  
3992 Maple Grove Road  
Stillwater, PA 17878

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (Real Estate) will be held at 35 West Main Street Bloomsburg, PA 17815 on May 14, 2014 at 9:00 a.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

**3992 Maple Grove Road, Stillwater, PA, 17878**

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

**No. 2011-CV-491**



THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

**Edward K. Kalbach and Lori L. Kalbach, husband and wife, as Tenants by the Entireties**

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, P.O. Box 380, Bloomsburg, PA 17815.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

**Lawyer Referral Service of the Columbia  
County Bar Association**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Columbia County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

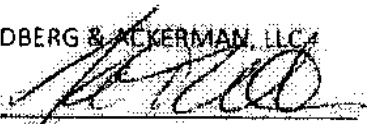
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.



3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA 17815, before presentation of the petition to the Court.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:



Dated:

2/28/14

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Ashleigh L. Marin, Esquire; PA I.D. #306799  
Ralph M. Salvia, Esquire; PA I.D. #202946  
Jaime R. Ackerman, Esquire; PA I.D. #311032  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226  
Attorneys for Plaintiff  
XFP-150744/l  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND  
VIA PERSONAL SERVICE BY THE SHERIFF OF COLUMBIA CO.



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.: 2011-CV-491
vs,	:	
	:	Execution No.:
Edward K. Kalbach; Lori L. Kalbach;	:	
	:	
Defendant(s).	:	

LEGAL DESCRIPTION :

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWNSHIP OF BENTON, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ON THE NORTH BY LAND NOW OR FORMERLY OF ROY HESS; ON THE EAST BY LAND NOW OR FORMERLY OF ROBERT L. BROWN AND LAHOMA M. BROWN; ON THE SOUTH BY SAID BROWN AND ON THE WEST BY STATE HIGHWAY NO. 339. BEING ONE HUNDRED TWENTY-EIGHT FEET WIDE AND ONE HUNDRED AND THIRTY FEET DEEP.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT A STRIP OF LAND ALONG THE NORTHERN SIDE OF THE ABOVE DESCRIBED PIECE OF LAND IS RESERVED BY ROBERT L. BROWN AND LAHOMA M. BROWN FOR THE USE OF ROBERT L. BROWN AND LAHOMA M. BROWN AND OTHERS TO GET TO THE LAND IN THE REAR. THIS STRIP IS EIGHT FEET WIDE AND IS TO BE MAINTAINED BY ROBERT L. BROWN AND LAHOMA M. BROWN.

PARCEL NO. 03-04A01500

BEING THE SAME PREMISES WHICH JOSEPH F. NEWHART AND CANDIE L. NEWHART, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 5, 2008 AND RECORDED FEBRUARY 5, 2008 IN AND FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT NUMBER 200801125, GRANTED AND CONVEYED UNTO EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES.

PROPERTY KNOWN AS 3992 MAPLE GROVE ROAD, STILLWATER, PA, 17878

Exhibit "A"



2. Article Number



9314 7100 1170 0738 7608 52

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)

Yes

1. Article Addressed to:

Lori L. Kalbach  
3992 MAPLE GROVE RD  
STILLWATER, PA 17878-9307

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Lori Kalbach

B. Date of Delivery

5-9-14

C. Signature

*Lori Kalbach*

Agent Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes  
No

Reference Information

150744

PANOSS

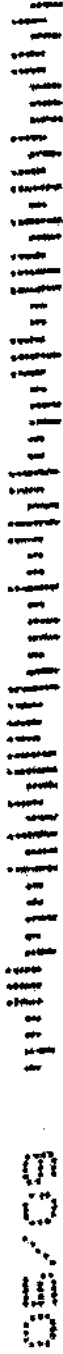
9314 7100 1170 0738 7608 52-102  
5/5/2014

UNITED STATES POSTAL SERVICE

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



**Zucker, Goldberg & Ackerman, LLC**  
**PO Box 9076**  
**Temecula, CA 92589-9076**



# EXHIBIT C



**Certificate Of Mailing**

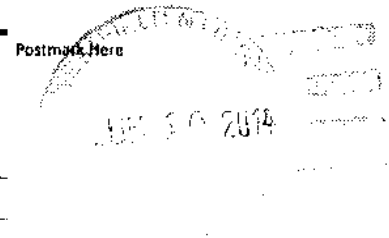
To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

**From:** Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092

XFP-150744/nfe TEAM- C

**To:** COLUMBIA COUNTY TAX CLAIM BUREAU  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815



County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate Of Mailing**

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

**From:** Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092

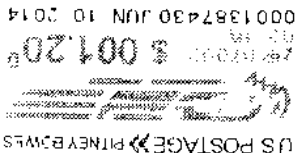
XFP-150744/nfe TEAM- C

**To:** COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105



County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065



US POSTAGE PITNEY BOWES  
ZIP 07092 \$ 001.20<sup>0</sup>  
02 1W  
0001387430 JUN 10 2014



**Certificate Of Mailing**

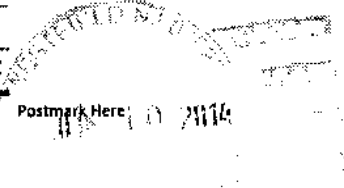
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c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092

XFP-150744/nfe TEAM- C

To: UNKNOWN TENANT OR TENANTS  
3992 Maple Grove Road  
Stillwater, PA 17878



County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate Of Mailing**

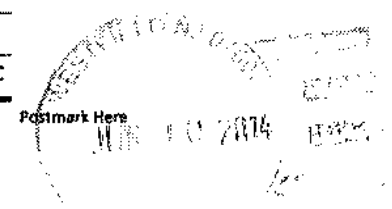
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XFP-150744/nfe TEAM- C

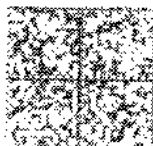
To: UNKNOWN SPOUSE  
3992 Maple Grove Road  
Stillwater, PA 17878



County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065

0001387430 JUN 10 2014  
ZIP 07092 \$ 001.20<sup>0</sup>  
02 1W



US POSTAGE PITNEY BOWES

U.S. POSTAGE >>> PITNEY BOWES  
ZIP 07092 \$ 001.20<sup>0</sup>  
02 1A  
0001387430 JUN 10 2014



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c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
XFP-150744/nfe TEAM- C



Postmark Here

To: COLUMBIA COUNTY DOMESTIC RELATIONS OFFICE  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065



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XFP-150744/nfe TEAM- C

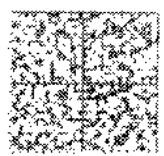
Postmark Here

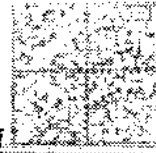
To: PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE >>> PITNEY BOWES  
ZIP 07092 \$ 001.20<sup>0</sup>  
02 1A  
0001387430 JUN 10 2014





U.S. POSTAGE >>> FITNEY BOWES

ZIP 07092 \$ 001.20<sup>0</sup>  
02 1W  
0001387430 JUN 10 2014



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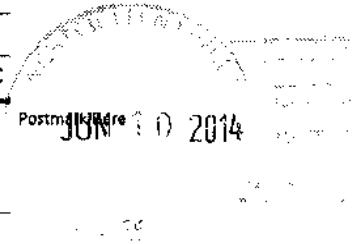
From: Scott A. Dieterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092

XFP-150744/nfe TEAM-C

To: UNKNOWN SPOUSE  
181 Railroad Street  
Bloomsburg, PA 17815-1016

County of P.Q.: COLUMBIA

PS Form 3817, April 2007 PSN 7530-02-000-9065



U.S. POSTAGE >>> FITNEY BOWES  
\$ 001.20<sup>0</sup>  
02 1W  
0001387430 JUN 10 2014



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

REAL ESTATE TAX CERTIFICATION

Date: 04/10/2014

Fee: \$5.00

Cert. NO: 18009

KALBACH EDWARD K & LORI L  
3992 MAPLE GROVE ROAD  
STILLWATER PA 17878

District: BENTON TWP  
Deed: 20080 -1125  
Location: 3992 MAPLE GROVE RD  
Parcel Id:03 -04A-015-00,000

Assessment: 34,987  
Balances as of 04/10/2014

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

NO TAX CLAIM TAXES DUE

By: Columbia County Sheriff Per: 102

LEONARD B. ZUCKER  
MICHAEL S. ACKERMAN  
JOEL ACKERMAN\*

FRANCES GAMBARDELLA  
BRIAN C. NICHOLAS ♦  
SCOTT A. DITTRICK †  
KIMBERLY A. BONNER †  
STEVEN D. KROL  
CHRISTOPHER G. FORD  
OFNISE CARLON ΔΔ  
CHRISTINE E. POTTER ◊  
RYAN S. MALC  
STEPHANIE WOLCHOK  
ASHLEIGH LEVY MARIN E  
DOUGLAS J. McDONOUGH  
TIMOTHY J. ZIEGLER  
RALPH M. SALVIA Y  
ROBERT D. BAILEY  
JAIME R. ACKERMAN ♦  
KACIE W. BROWN  
MONIKA S. PUNDALIK  
TODD MARKS Δ  
IANA FRIDFINNSDOTTIR Y  
DENNIS P. UHMANN, JR.  
BRIAN M. GILBERT  
IAMAR BENJAMIN

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

200 SHEFFIELD STREET- SUITE 101  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: office@zuckergoldberg.com

*For payoff/reinstatement figures  
Please send your request to: zuckergoldberg.com/pr*

**REPLY TO NEW JERSEY ADDRESS**

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
The Union Hotel Office Building  
240 Gettysburg Pike  
Mechanicsburg, PA 17055

♦ ALSO MEMBER OF NY, PA AND CA BAR  
◆ ALSO MEMBER OF NY, PA AND ME BAR  
ΔΔ ALSO MEMBER OF NY AND PA BAR  
Δ ALSO MEMBER OF NY BAR  
† ALSO MEMBER OF PA BAR  
‡ MEMBER OF PA BAR ONLY  
◊ ALSO MEMBER OF FL BAR

XFP-150744

May 12, 2014

**Fax no.: 570-389-5625**

Office of the Sheriff of Columbia County  
ATTN: REAL ESTATE DEPT.  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

**Re: Wells Fargo Bank, N.A.**

**vs. Edward K. Kalbach**

**Premises: 3992 Maple Grove Road  
Stillwater, PA 17878**

**Docket No.: 2011-CV-491**

**Sheriff Sale #:**

Dear Sir/Madam:

Please continue the sheriff sale set for **May 14, 2014 to July 16, 2014**. Please announce this continuance at the May 14, 2014 Sheriff sale.

We have attached a copy of the Certificate of Filing of the Notice of the Date of Continued Sheriff Sale, which original was sent to the Prothonotary's Office for filing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
ZUCKER GOLDBERG & ACKERMAN, LLC

By: **Marina Alvarado**  
Foreclosure Sales Specialist  
(908) 233-8500 x 370

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA : CIVIL DIVISION  
 :  
 Plaintiff, :  
 vs. : NO.: 2011-CV-491  
 :  
 Edward K. Kalbach; Lori L. Kalbach; :  
 :  
 Defendants. :  
 :  
 :

**Certificate of Filing**

On this date, I sent to the Prothonotary of Columbia County a copy of the Notice of the Date of Continued Sheriff Sale in the above-captioned matter has been continued.

Dated: *5/20/14*

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Ashleigh L. Marin, Esquire; PA I.D. #306799  
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Jaime R. Ackerman, Esquire; PA I.D. #311032  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226  
Attorneys for Plaintiff  
XFP-150744/mal  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA : CIVIL DIVISION  
 :  
 Plaintiff, :  
 vs. : NO.: 2011-CV-491  
 :  
 Edward K. Kalbach; Lori L. Kalbach; :  
 Defendants. :  
 :  
 :

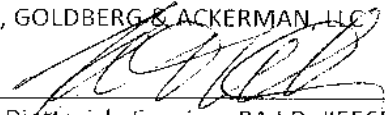
Certificate of Filing

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ZUCKER, GOLDBERG & ACKERMAN, LLC

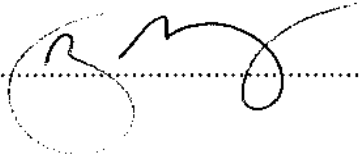
Dated: 5/20/14

BY:

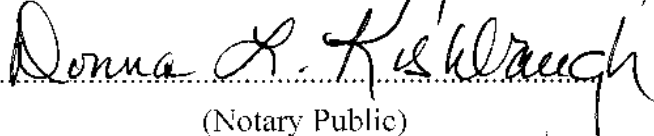
  
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
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Jaime R. Ackerman, Esquire; PA I.D. #311032  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226  
Attorneys for Plaintiff  
XFP-150744/mal  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA            } SS

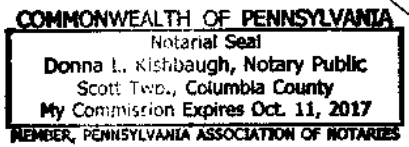
Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice April 23, 30 and May 7, 2014 that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....  


Sworn and subscribed to before me this 7<sup>th</sup> day of May 2014.

.....  


(Notary Public)



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

.....

43

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
ATTORNEYS AT LAW

LEONARD B. ZUCKER  
MICHAEL S. ACKERMAN  
JOEL ACKERMAN\*

FRANCES GAMBARDILLA  
BRIAN C. NICHOLAS \*  
SCOTT A. DIETTERICK \*  
KIMBERLY A. GONNER \*  
STEVEN D. KROL  
CHRISTOPHER G. FORD  
DENISE CARLON AA  
CHRISTINE F. POTTER O  
RYAN S. MALC  
STEPHANIC WOLCHOK  
ASHLEIGH LEVY MARIN F  
DOUGLAS J. McDONOUGH  
TIMOTHY J. ZIEGLER  
RALPH M. SALVIA \*  
ROBERT D. BAILEY  
JAIME R. ACKERMAN \*  
KACIE W. BROWN  
MONIKA S. PUNDALIK  
TODD MARKS B  
JANA FRIDFINSDOTTIR \*  
DENNIS P. UHLWANN, JR.  
BRIAN M. GILBERT  
JAMAR BENJAMIN

200 SHEFFIELD STREET - SUITE 101  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: office@zuckergoldberg.com

*For payoff/reinstatement figures  
Please send your request to: zuckergoldberg.com/pr*

**REPLY TO NEW JERSEY ADDRESS**

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG  
MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
The Union Hotel Office Building  
240 Gettysburg Pike  
Mechanicsburg, PA 17055

\* ALSO MEMBER OF NY, PA AND CA BAR  
\* ALSO MEMBER OF NY, PA AND ME BAR  
AA ALSO MEMBER OF NY AND PA BAR  
O ALSO MEMBER OF NY BAR  
F ALSO MEMBER OF PA BAR  
Y MEMBER OF PA BAR ONLY  
O ALSO MEMBER OF FL BAR

XFP-150744

May 9, 2014

**Fax no.: 570-389-5625**

Office of the Sheriff of Columbia County  
ATTN: REAL ESTATE DEPT.  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

**Re: Wells Fargo Bank, N.A.**  
**vs. Edward K. Kalbach**  
**Premises: 3992 Maple Grove Road**  
**Stillwater, PA 17878**  
**Docket No.: 2011-CV-491**  
**Sheriff Sale #:**

Dear Sir/Madam:

Please continue the sheriff sale set for **May 14, 2014** out 60 days. Please fax confirmation of sale date to **908-654-8097**

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
ZUCKER GOLDBERG & ACKERMAN, LLC

By: **Marina Alvarado**  
Foreclosure Sales Specialist  
(908) 233-8500 x 370

*Sale will be July 16, 2014  
at 9:00 am*

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy

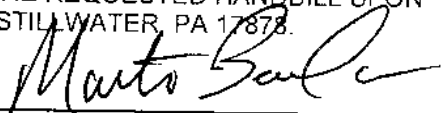


WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SHERIFF'S RETURN OF SERVICE

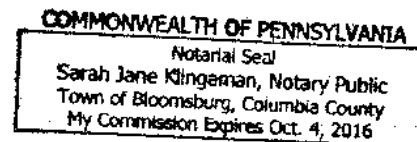
04/09/2014 03:20 PM - DEPUTY MARTIN BOUDMAN, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 3992 MAPLE GROVE ROAD, STILLWATER, PA 17878.

  
MARTIN BOUDMAN, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

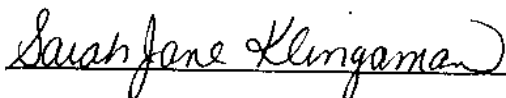
April 14, 2014



NOTARY

Affirmed and subscribed to before me this

14TH day of APRIL, 2014



Attorney: ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 SHEFFIELD STREET, SUITE 301, MOUNTAINSIDE, NJ 07093

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SHERIFF'S RETURN OF SERVICE

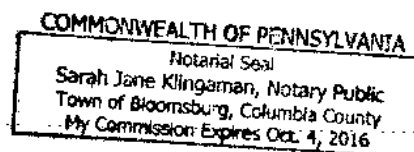
03/14/2014 01:50 PM - DEPUTY SCOTT MAYERNICK, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: EDWARD KALBACH AT 181 RAILROAD STREET, BLOOMSBURG, PA 17815.

  
SCOTT MAYERNICK, DEPUTY

SO ANSWERS,

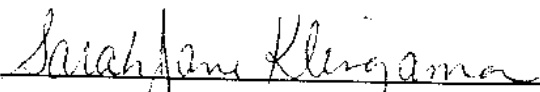
  
TIMOTHY T. CHAMBERLAIN, SHERIFF

March 14, 2014



Affirmed and subscribed to before me this  
14TH day of MARCH, 2014

NOTARY



Attorney: ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 SHEFFIELD STREET, SUITE 301, MOUNTAINSIDE, NJ 07096

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SHERIFF'S RETURN OF SERVICE

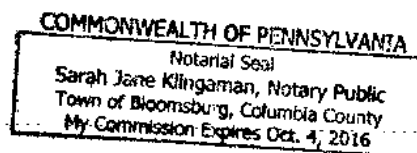
03/14/2014 01:50 PM - DEPUTY SCOTT MAYERNICK, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: EDWARD KALBACH AT 181 RAILROAD STREET, BLOOMSBURG, PA 17815.

  
SCOTT MAYERNICK, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

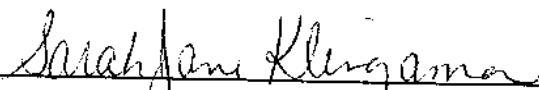
March 14, 2014



Affirmed and subscribed to before me this

NOTARY

14TH day of MARCH, 2014



Attorney: ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 SHEFFIELD STREET, SUITE 301, MOUNTAIN SIDE, NJ 07093

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: SHERIFF'S SALE BILL

### Serve To:

Name: (POSTING)

Primary Address: 3992 MAPLE GROVE ROAD  
STILLWATER, PA 17878

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: 4-10-14 Time: 1530

Deputy: IC Mileage:

### Attorney / Originator:

Name: ZUCKER, GOLDBERG & ACKERMAN, LLC

Phone: 908-233-8500

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

- 
- 
- 
- 
- 
- 

(POSTING)

2011CV491

3992 MAPLE GROVE ROAD, STILLWATER, PA 17878 NO EXPIRATION

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

REAL ESTATE TAX CERTIFICATION

Date: 04/10/2014

Fee: \$5.00

Cert. NO: 18009

KALBACH EDWARD K & LORI L  
3992 MAPLE GROVE ROAD  
STILLWATER PA 17878

District: BENTON TWP  
Deed: 20080 -1125  
Location: 3992 MAPLE GROVE RD  
Parcel Id:03 -04A-015-00,000

Assessment: 34,987  
Balances as of 04/10/2014

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

NO TAX CLAIM TAXES DUE

By: Columbia County Sheriff Per: RL

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: SHERIFF'S SALE BILL

### Serve To:

Name: (POSTING)

Primary Address: 3992 MAPLE GROVE ROAD  
STILLWATER, PA 17878

Phone:

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge Posted Other

Adult In Charge: *SI DE DON*

Relation:

Date: *4-9-14*

Time: *1520*

Deputy: *16*

Mileage:

### Attorney / Originator:

Name: ZUCKER, GOLDBERG & ACKERMAN, LLC

Phone: 908-233-8500

### Service Attempts:

Date:

Time:

Mileage:

Deputy:


### Service Attempt Notes:

1.

2.

3.

4.

5.

6.

(POSTING)

2011CV491

3992 MAPLE GROVE ROAD, STILLWATER, PA 17878

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SHERIFF'S RETURN OF SERVICE

04/03/2014 01:30 PM - DEPUTY MARTIN BOUDMAN, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: LORI KALBACH AT 3992 MAPLE GROVE ROAD, BENTON, PA 17814.

  
MARTIN BOUDMAN, DEPUTY

SO ANSWERS,

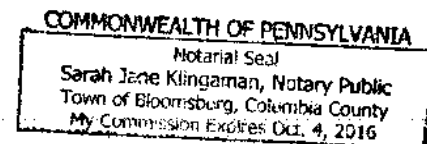
  
TIMOTHY T. CHAMBERLAIN, SHERIFF

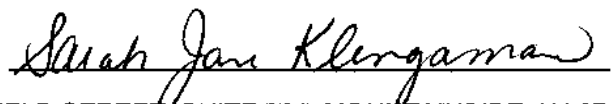
April 03, 2014

NOTARY

Affirmed and subscribed to before me this

3RD day of APRIL, 2014





Attorney: ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 SHEFFIELD STREET, SUITE 301, MOUNTAINSIDE, NJ 07093

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

**Service Details:**

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

**Manner:** < Not Specified > **Expires:** **Warrant:**

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

**Serve To:**

**Final Service:**

**Name:** ~~LORI KALBACH~~ *Tenants*

**Primary Address:** 3992 MAPLE GROVE ROAD  
STILLWATER, PA 17878

**Phone:** **DOB:** 11/08/1977

**Alternate Address:** 181 RAILROAD STREET  
BLOOMSBURG, PA 17815

**Phone:**

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

**Adult In Charge:**

**Relation:**

**Date:** *4-3-14* **Time:** *1330*

**Deputy:** *16* **Mileage:**

**Attorney / Originator:**

**Name:** ZUCKER, GOLDBERG & ACKERMAN, LLC **Phone:** 908-233-8500

**Service Attempts:**

<b>Date:</b>	<i>3-25-14</i>	<i>3-31-14</i>	<i>4-1-14</i>			
<b>Time:</b>	<i>1156</i>	<i>1425</i>	<i>1130</i>			
<b>Mileage:</b>						
<b>Deputy:</b>	<i>8</i>	<i>16</i>	<i>16</i>			

**Service Attempt Notes:**

1. *NO One Home C/C*
2. *Not Home*
3. *Not Home*
- 4.
- 5.
- 6.

KALBACH, LORI

2011CV491

3992 MAPLE GROVE ROAD, STILLWATER, PA 17878

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Sale Notice **Zone:**  
**Manner:** < Not Specified > **Expires:** **Warrant:**  
**Notes:** PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

I have Warrant for Her

**Serve To:**

**Name:** LORI KALBACH  
**Primary Address:** 181 RAILROAD STREET  
BLOOMSBURG, PA 17815  
**Phone:** **DOB:** 11/08/1977  
**Alternate Address:** 3992 MAPLE GROVE ROAD  
STILLWATER, PA 17878  
**Phone:** 570 394-0050

**Final Service:**

**Served:** Personally · Adult In Charge · Posted · Other  
**Adult In Charge:**  
**Relation:**  
**Date:** 4-3-14 **Time:** 1330  
**Deputy:** 16 **Mileage:**

**Attorney / Originator:**

**Name:** ZUCKER, GOLDBERG & ACKERMAN, LLC **Phone:** 908-233-8500

**Service Attempts:**

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

**Service Attempt Notes:**

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

KALBACH, LORI

2011CV491

181 RAILROAD STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

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



71901140006000022412

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

---

43

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA : CIVIL DIVISION  
 :  
 Plaintiff, :  
 vs. : NO.: 2011-CV-491  
 :  
 Edward K. Kalbach; Lori L. Kalbach; : 2014-ED-43  
 :  
 Defendants. :  
 :  
 :

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

Edward K. Kalbach  
181 Railroad Street  
Bloomsburg, PA 17815-1016  
AND  
3992 Maple Grove Road  
Stillwater, PA 17878

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at 35 West Main Street  
Bloomsburg, PA 17815 on *May 14, 2014* at 9:00 a.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement  
of the measured boundaries of the property, together with a brief mention of the buildings and any  
other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

**3992 Maple Grove Road, Stillwater, PA, 17878**

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. **2011-CV-491**

SJK ✓

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires:

Warrant:

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

### Serve To:

Name: EDWARD KALBACH

Primary Address: 181 RAILROAD STREET  
BLOOMSBURG, PA 17815

Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

Alternate Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Edward Kalbach

Relation: Def

Date: 3-14-14

Time: 13:50

Deputy: 3

Mileage: \_\_\_\_\_

### Attorney / Originator:

Name: ZUCKER, GOLDBERG & ACKERMAN, LLC

Phone: 908-233-8500

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

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

KALBACH, EDWARD  
2011CV491  
181 RAILROAD STREET, BLOOMSBURG, PA 17815  
NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires:

Warrant:

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

### Serve To:

Name: Columbia County Tax Office

Primary Address: PO Box 380  
Bloomsburg, PA 17815

Phone: 570-389-5649      DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Rebecca Miller

Relation: clerk

Date: 03/14/14      Time: 13:05

Deputy: #2      Mileage:

### Attorney / Originator:

Name: ZUCKER, GOLDBERG & ACKERMAN, LLC

Phone: 908-233-8500

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

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

COLUMBIA COUNTY TAX C

2011CV491

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

*SJK* ✓

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

**Service Details:**

<b>Category:</b> Real Estate Sale - Sale Notice	<b>Zone:</b>	
<b>Manner:</b> < Not Specified >	<b>Expires:</b>	<b>Warrant:</b>
<b>Notes:</b> PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

**Serve To:**

**Name:** Domestic Relations Office of Columbia Cot

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

**Phone:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Alternate Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Final Service:**

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

**Adult In Charge:** Deb Welliver

**Relation:** Conference officer

**Date:** 3-14-14 **Time:** 08:20

**Deputy:** 3 **Mileage:** \_\_\_\_\_

**Attorney / Originator:**

**Name:** ZUCKER, GOLDBERG & ACKERMAN, LLC **Phone:** 908-233-8500

**Service Attempts:**

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

**Service Attempt Notes:**

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

DOMESTIC RELATIONS OF 2011CV491 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

SJA ✓

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



WELLS FARGO BANK, N.A.  
vs.  
EDWARD KALBACH (et al.)

Case Number  
2011CV491

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires:

Warrant:

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

### Serve To:

Name: Cathy Gordon

Primary Address: 85 Gordon Road  
Benton, PA 17814

Phone: 570-925-2517

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge:

Wally Gordon

Relation:

Brother

Date:

5-13-14

Time:

12:40

Deputy:

3

Mileage:

### Attorney / Originator:

Name: ZUCKER, GOLDBERG & ACKERMAN, LLC

Phone: 908-233-8500

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1.

2.

3.

4.

5.

6.

GORDON, CATHY

2011CV491

85 GORDON ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2011CV491

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

**WEDNESDAY, MAY 14, 2014**  
**AT 9:00 O'CLOCK A.M.**

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

---

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWNSHIP OF BENTON, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:  
ON THE NORTH BY LAND NOW OR FORMERLY OF ROY HESS; ON THE EAST BY LAND NOW OR FORMERLY OF ROBERT L. BROWN AND LAHOMA M. BROWN; ON THE SOUTH BY SAID BROWN AND ON THE WEST BY STATE HIGHWAY NO. 339. BEING ONE HUNDRED TWENTY-EIGHT FEET WIDE AND ONE HUNDRED AND THIRTY FEET DEEP."  
IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT A STRIP OF LAND ALONG THE NORTHERN SIDE OF THE ABOVE DESCRIBED PIECE OF LAND IS RESERVED BY ROBERT L. BROWN AND LAHOMA M. BROWN FOR THE USE OF ROBERT L. BROWN AND LAHOMA M. BROWN AND OTHERS TO GET TO THE LAND IN THE REAR. THIS STRIP IS EIGHT FEET WIDE AND IS TO BE MAINTAINED BY ROBERT L. BROWN AND LAHOMA M. BROWN.  
PARCEL NO. 03-04A01500  
BEING THE SAME PREMISES WHICH JOSEPH F. NEWHART AND CANDIE L. NEWHART, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 5, 2008 AND RECORDED FEBRUARY 5, 2008 IN AND FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT NUMBER 200801125, GRANTED AND CONVEYED UNTO EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES.  
PROPERTY KNOWN AS 3992 MAPLE GROVE ROAD, STILLWATER, PA. 17878  
PROPERTY ADDRESS: 3992 MAPLE GROVE ROAD, STILLWATER, PA 17878  
UPI / TAX PARCEL NUMBER: 03-04A01500

Seized and taken into execution to be sold as the property of EDWARD KALBACH, LORI KALBACH in suit of WELLS FARGO BANK, N.A..

---

**TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE:** The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale. **REMAINING BALANCE OF BID PRICE:** Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check. **IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.** If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the plaintiff.

Attorney for the Plaintiff:  
ZUCKER, GOLDBERG & ACKERMAN, LLC  
MOUNTAINSIDE, NJ 908-233-8500

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

REAL ESTATE OUTLINE

ED # 2014 ED 43

DATE RECEIVED March 11<sup>th</sup> 2014  
DOCKET AND INDEX 2011 CV 491

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>X</u>	
COPY OF DESCRIPTION	<u>X</u>	
WHEREABOUTS OF LKA	<u>X</u>	
NON-MILITARY AFFIDAVIT	<u>X</u>	
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN	<u>X</u>	
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR _____	<u>X</u>	CK# <u>11246</u>

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

SALE DATE May 14 2014 TIME 9:00 am  
 POSTING DATE \_\_\_\_\_  
 ADV. DATES FOR NEWSPAPER 1<sup>ST</sup> WEEK \_\_\_\_\_  
 2<sup>ND</sup> WEEK \_\_\_\_\_  
 3<sup>RD</sup> WEEK \_\_\_\_\_



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Edward K. Kalbach; Lori L. Kalbach;

Defendant(s).

CIVIL DIVISION

NO.: 2011-CV-491

2014-ED-43

Execution No.:

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWNSHIP OF BENTON, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY LAND NOW OR FORMERLY OF ROY HESS; ON THE EAST BY LAND NOW OR FORMERLY OF ROBERT L. BROWN AND LAHOMA M. BROWN; ON THE SOUTH BY SAID BROWN AND ON THE WEST BY STATE HIGHWAY NO. 339, BEING ONE HUNDRED TWENTY-EIGHT FEET WIDE AND ONE HUNDRED AND THIRTY FEET DEEP.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT A STRIP OF LAND ALONG THE NORTHERN SIDE OF THE ABOVE DESCRIBED PIECE OF LAND IS RESERVED BY ROBERT L. BROWN AND LAHOMA M. BROWN FOR THE USE OF ROBERT L. BROWN AND LAHOMA M. BROWN AND OTHERS TO GET TO THE LAND IN THE REAR. THIS STRIP IS EIGHT FEET WIDE AND IS TO BE MAINTAINED BY ROBERT L. BROWN AND LAHOMA M. BROWN.

PARCEL NO. 03-01A01500

BEING THE SAME PREMISES WHICH JOSEPH F. NEWHART AND CANDIE L. NEWHART, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 5, 2008 AND RECORDED FEBRUARY 5, 2008 IN AND FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT NUMBER 200801125, GRANTED AND CONVEYED UNTO EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE, AS TENANTS IN COMMON.

PROPERTY KNOWN AS 3992 MAPLE GROVE ROAD, STILLWATER, PA. 17878

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA

Plaintiff,

vs.

Edward K. Kalbach; Lori L. Kalbach;

Defendants.

CIVIL DIVISION

NO.: 2011-CV-491

2014-ED-43

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

Lori L. Kalbach  
3992 Maple Grove Road  
Stillwater, PA 17878

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at 35 West Main Street  
Bloomsburg, PA 17815 on *May 14<sup>th</sup> 2014* at 9:00 a.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement  
of the measured boundaries of the property, together with a brief mention of the buildings and any  
other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

3992 Maple Grove Road, Stillwater, PA, 17878

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 2011-CV-491

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Edward K. Kalbach and Lori L. Kalbach, husband and wife, as Tenants by the Entireties

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, P.O. Box 380, Bloomsburg, PA 17815.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

Lawyer Referral Service of the Columbia  
County Bar Association

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Columbia County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.

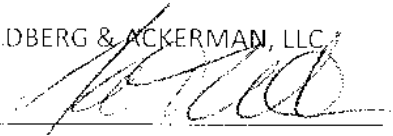
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA 17815, before presentation of the petition to the Court.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated:

2/27/14

BY: \_\_\_\_\_

  
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Ashleigh L. Marin, Esquire; PA I.D. #306799  
Ralph M. Salvia, Esquire; PA I.D. #202946  
Jaime R. Ackerman, Esquire; PA I.D. #311032 →  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226

Attorneys for Plaintiff  
XFP-150744/II  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND  
VIA PERSONAL SERVICE BY THE SHERIFF OF COLUMBIA CO.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., : CIVIL DIVISION  
 :  
 Plaintiff, : NO. 2011 CV 491  
 vs. :  
 : Exhibit on No  
 Edward K. Kalbach, Lori L. Kalbach; :  
 :  
 Defendant(s). :  
 :  
 :  
 :  
 :  
 :

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWNSHIP OF BENTON, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ON THE NORTH BY LAND NOW OR FORMERLY OF ROY HESS; ON THE EAST BY LAND NOW OR FORMERLY OF ROBERT L. BROWN AND LAHOMA M. BROWN; ON THE SOUTH BY SAID BROWN AND ON THE WEST BY STATE HIGHWAY NO. 339. BEING ONE HUNDRED TWENTY-EIGHT FEET WIDE AND ONE HUNDRED AND THIRTY FEET DEEP.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT A STRIP OF LAND ALONG THE NORTHERN SIDE OF THE ABOVE DESCRIBED PIECE OF LAND IS RESERVED BY ROBERT L. BROWN AND LAHOMA M. BROWN FOR THE USE OF ROBERT L. BROWN AND LAHOMA M. BROWN AND OTHERS TO GET TO THE LAND IN THE REAR. THIS STRIP IS EIGHT FEET WIDE AND IS TO BE MAINTAINED BY ROBERT L. BROWN AND LAHOMA M. BROWN.

PARCEL NO. 03-04A01500

BEING THE SAME PREMISES WHICH JOSEPH F. NEWHART AND CANDICE NEWHART, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 5, 2008 AND RECORDED FEBRUARY 5, 2008 IN AND FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT NUMBER 200801126, GRANTED AND CONVEYED UNTO EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES

PROPERTY KNOWN AS 3992 MAPLE GROVE ROAD, STILLWATER, PA, 17878

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., : CIVIL DIVISION  
 :  
 Plaintiff, : NO.: 2011-CV-491  
 vs. :  
 : Execution No.: 2014-ED-43  
 Edward K. Kalbach; Lori L. Kalbach; :  
 :  
 Defendant(s). :

AFFIDAVIT PURSUANT TO RULE 3129.1

Wells Fargo Bank, N.A., Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 3992 Maple Grove Road, Stillwater, PA 17878.

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

EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES  
181 Railroad Street  
Bloomsburg, PA 17815-1016  
AND  
3992 Maple Grove Road  
Stillwater, PA 17878

2. Name and Address of Defendant(s) in the Judgment:

EDWARD K. KALBACH  
181 Railroad Street  
Bloomsburg, PA 17815-1016

LORI L. KALBACH  
3992 Maple Grove Road  
Stillwater, PA 17878

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

WELLS FARGO BANK, N.A.  
Plaintiff

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

WELLS FARGO BANK, N.A.  
Plaintiff

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

COLUMBIA COUNTY TAX CLAIM BUREAU  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

6. Name and Address of every other person who has any record interest in the property and whose interest may be affected by the sale:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

COLUMBIA COUNTY DOMESTIC RELATIONS OFFICE  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

UNKNOWN TENANT OR TENANTS  
3992 Maple Grove Road  
Stillwater, PA 17878

UNKNOWN SPOUSE  
181 Railroad Street  
Bloomsburg, PA 17815 1016

UNKNOWN SPOUSE  
3992 Maple Grove Road  
Stillwater, PA 17878

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: *2/2/14*

BY: 

Scott A. Diéteriek, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #207729  
Ashleigh L. Marin, Esquire; PA I.D. #306799  
Ralph M. Salvia, Esquire; PA I.D. #202946  
Jaime R. Ackerman, Esquire; PA I.D. #311032  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226  
Attorneys for Plaintiff  
XFP-150744/II  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.,

CIVIL DIVISION

Plaintiff,

NO.: 2011-CV-491

vs

Execution No. 2014-ED-43

Edward K. Kalbach; Lori L. Kalbach;

Defendant(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWNSHIP OF BENTON, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ON THE NORTH BY LAND NOW OR FORMERLY OF ROY HESS; ON THE EAST BY LAND NOW OR FORMERLY OF ROBERT L. BROWN AND LAHOMA M. BROWN; ON THE SOUTH BY SAID BROWN AND ON THE WEST BY STATE HIGHWAY NO. 339, BEING ONE HUNDRED TWENTY-EIGHT FEET WIDE AND ONE HUNDRED AND THIRTY FEET DEEP.

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PARCEL NO. 03-01A01500

BEING THE SAME PREMISES WHICH JOSEPH F. NEVHART AND CANDICE L. NEVHART, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 5, 2008 AND RECORDED FEBRUARY 5, 2008 IN AND FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT NUMBER 200801125, GRANTED AND CONVEYED UP TO EDWARD K. KALBACH AND LORI L. KALBACH, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETIES.

PROPERTY KNOWN AS 3992 MAPLE GROVE ROAD, STILLWATER, PA, 17878

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.,  
Plaintiff,  
vs.  
EDWARD K. KALBACH; LORI L. KALBACH;  
Defendants.

:  
:  
: CIVIL DIVISION  
:  
: NO.: 2011-CV-491  
:  
: 2014-ED-43  
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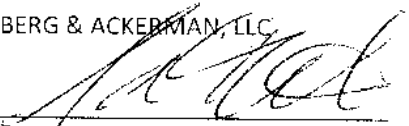
AFFIDAVIT OF LAST KNOWN ADDRESS

STATE OF NEW JERSEY :  
: SS:  
COUNTY OF UNION :

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Scott A. Dietterick, Esquire, Kimberly A. Bonner, Esquire, Joel A. Ackerman, Esquire, Ashleigh Levy Marin, Esquire, Ralph M. Salvia, Esquire, Jaime R. Ackerman, Esquire, Jana Fridfinnsdottir, Esquire, Brian Nicholas, Esquire, Denise Carlon, Esquire, attorney for Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at 3992 Maple Grove Road, Stillwater, PA 17878 is Edward K. Kalbach and Lori L. Kalbach, husband and wife, as Tenants by the Entireties, with a last known address of 181 Railroad Street , Bloomsburg, PA 17815-1016 AND 3992 Maple Grove Road, Stillwater, PA 17878, to the best of his knowledge, information and belief.


ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: February 28, 2014

By:   
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Ashleigh Levy Marin, Esquire; PA I.D. #306799  
Ralph M. Salvia, Esquire; PA I.D. #202946  
Jaime R. Ackerman, Esquire; PA I.D. #311032  
Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
Brian Nicholas, Esquire; PA I.D. #317240  
Denise Carlon, Esquire; PA I.D. #317226  
Atty File No.: XFP-150744  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
Email: [Office@zuckergoldberg.com](mailto:Office@zuckergoldberg.com)  
(908) 233-8500; (908) 233-1390 FAX

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 28 DAY OF Feb, 2014.



NOTARY PUBLIC Cheryl DeBenedetto Notary Public  
My Comm. Expires Oct. 16, 2016  
ID # 2280276  
State of New Jersey

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., : CIVIL DIVISION
Plaintiff, : NO.: 2011-CV-491
vs. : Execution No.: 2014-ED-43
Edward K. Kalbach; Lori L. Kalbach; :
Defendant(s). :

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY )
) SS
COUNTY OF UNION )

Before me, the undersigned authority, a notary public in and for said County and State, personally appeared Scott A. Dietterick, Esquire, Kimberly A. Bonner, Esquire, Joel A. Ackerman, Esquire, Ashleigh Levy Marin, Esquire, Ralph M. Salvia, Esquire, Jaime R. Ackerman, Esquire, Jana Fridfinnsdottir, Esquire, Brian Nicholas, Esquire, Denise Carlon, Esquire, attorney for Plaintiff, who being duly sworn according to law deposes and says that the Defendant(s) is(are) not in the military service of the UNITED STATES OF AMERICA to the best of his knowledge, information and belief.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: [Signature]
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Joel A. Ackerman, Esquire; PA I.D. #202729
Ashleigh L. Marin, Esquire; PA I.D. #306799
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Brian Nicholas, Esquire; PA I.D. #317240
Denise Carlon, Esquire; PA I.D. #317226
Attorneys for Plaintiff
XFP-150744/II
200 Sheffield Street, Suite 101
Mountainside, NJ 07092
(908) 233-8500; (908) 233-1390 FAX
Email: Office@zuckergoldberg.com

Dated: 2/27/14

Sworn to and subscribed before me this 28 day of Feb, 2014.

[Signature]
Notary Public
Cheryl Debeneadto Notary Public
My Comm. Expires Oct. 16, 2016
ID # 2280276
State of New Jersey



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

Last Name: KALBACH

First Name: EDWARD

Middle Name: K

Active Duty Status As Of: Feb-26-2014

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

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

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

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

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
 Department of Defense - Manpower Data Center  
 4800 Mark Center Drive, Suite 04E25  
 Arlington, VA 22350

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

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

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

## More information on "Active Duty Status"

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

## Coverage Under the SCRA is Broader in Some Cases

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

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

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

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

Certificate ID: E7UEV21CH017T60



Status Report  
Pursuant to Servicemembers Civil Relief Act

Last Name: KALBACH

First Name: LORI

Middle Name: L

Active Duty Status As Of: Feb-26-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individuals' active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

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

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

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

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

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

## More information on "Active Duty Status"

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

## Coverage Under the SCRA is Broader in Some Cases

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

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

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

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

Certificate ID: K79FI2ACQ017U90

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

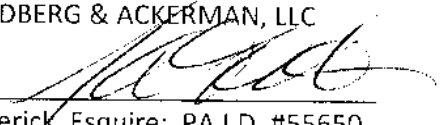
Wells Fargo Bank, N.A.,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.: 2011-CV-491
vs.	:	
	:	Execution No.: 2014-ED-43
Edward K. Kalbach; Lori L. Kalbach;	:	
	:	
Defendant(s).	:	
	:	
	:	
	:	
	:	

**WAIVER OF WATCHMAN/WAIVER OF INSURANCE**

Any Deputy Sheriff levying upon or attaching any property under which writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such 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; and the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: 2/27/14

BY: 

Scott A. Dieterick, Esquire; PA I.D. #55650  
 Kimberly A. Bonner, Esquire; PA I.D. #89705  
 Joel A. Ackerman, Esquire; PA I.D. #202729  
 Ashleigh L. Marin, Esquire; PA I.D. #306799  
 Ralph M. Salvia, Esquire; PA I.D. #202946  
 Jaime R. Ackerman, Esquire; PA I.D. #311032  
 Jana Fridfinnsdottir, Esquire; PA I.D. #315944  
 Brian Nicholas, Esquire; PA I.D. #317240  
 Denise Carlon, Esquire; PA I.D. #317226  
 Attorneys for Plaintiff  
 XFP-150744/II  
 200 Sheffield Street, Suite 101  
 Mountainside, NJ 07092  
 (908) 233-8500; (908) 233-1390 FAX  
 Email: Office@zuckergoldberg.com

**SHERIFF'S INSTRUCTION**

TO: Sheriff of Columbia County, Pennsylvania  
DOCKET NO: 2011-CV-491

PLAINTIFF: Wells Fargo Bank, N.A.

DEFENDANT(S): Edward K. Kalbach; Lori L. Kalbach;

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)** 2014-ED-43

SERVE AT: 181 Railroad Street, Bloomsburg, PA 17815-1016

Sir:  Please serve Defendant, Edward K. Kalbach, or an adult individual with whom the defendant resides with a true and correct copy of the Notice of Sale. If unable to complete service, please attempt service at least once after 6:00 p.m.

Should you have any questions please contact Linda Lancaster of our office at 908-233-8500.

Date of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Served Upon (If someone other than Defendant): \_\_\_\_\_

Address (if different than as stated above): \_\_\_\_\_

Columbia County Sheriff's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED ENVELOPE:

**Zucker, Goldberg & Ackerman, LLC  
ATTN: Margaret Agyepong  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092**

Dated: February 26, 2014

Zucker, Goldberg & Ackerman, LLC  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500  
XFP-150744

For office use only:

C\_150744\_SRE1\_C

**SHERIFF'S INSTRUCTION**

TO: Sheriff of Columbia County, Pennsylvania  
DOCKET NO: 2011-CV-491

PLAINTIFF: Wells Fargo Bank, N.A.

DEFENDANT(S): Edward K. Kalbach; Lori L. Kalbach;

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)** 2014-ED-49

SERVE AT: 3992 Maple Grove Road, Stillwater, PA 17878

Sir:  Please POST the Handbill at the above Mortgaged Premises.

Should you have any questions please contact Linda Lancaster of our office at 908-233-8500.

Date of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Served Upon (If someone other than Defendant): \_\_\_\_\_

Address (if different than as stated above):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Columbia County Sheriff's Office: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED ENVELOPE:  
**Zucker, Goldberg & Ackerman, LLC**  
**ATTN: Margaret Agyepong**  
**200 Sheffield Street, Suite 101**  
**Mountainside, NJ 07092**

Dated: February 26, 2014

Zucker, Goldberg & Ackerman, LLC  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500  
XFP-150744

For office use only:  
C\_150744\_SRE1\_C

**SHERIFF'S INSTRUCTION**

TO: Sheriff of Columbia County, Pennsylvania  
DOCKET NO.: 2011-CV-491

PLAINTIFF: Wells Fargo Bank, N.A.

DEFENDANT(S): Edward K. Kalbach; Lori L. Kalbach;

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)** 2014-ED-43

SERVE AT: 3992 Maple Grove Road, Stillwater, PA 17878

Sir:  Please serve Defendant, Lori L. Kalbach, or an adult individual with whom the defendant resides with a true and correct copy of the Notice of Sale. If unable to complete service, please attempt service at least once after 6:00 p.m.

Should you have any questions please contact Linda Lancaster of our office at 908-233-8500.

Date of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Served Upon (If someone other than Defendant): \_\_\_\_\_

Address (if different than as stated above):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Columbia County Sheriff's Office: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED ENVELOPE:  
**Zucker, Goldberg & Ackerman, LLC**  
**ATTN: Margaret Agyepong**  
**200 Sheffield Street, Suite 101**  
**Mountainside, NJ 07092**

Dated: February 26, 2014

Zucker, Goldberg & Ackerman, LLC  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500  
XFP-150744

For Office Use only:

C\_150744\_SRE2\_C

**SHERIFF'S INSTRUCTION**

TO: Sheriff of Columbia County, Pennsylvania  
DOCKET NO.: 2011-CV-491

PLAINTIFF: Wells Fargo Bank, N.A.

DEFENDANT(S): Edward K. Kalbach; Lori L. Kalbach;

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)** 2014-ED-43

SERVE AT: 3992 Maple Grove Road, Stillwater, PA 17878

Sir:  Please serve Defendant, Edward K. Kalbach, or an adult individual with whom the defendant resides with a true and correct copy of the Notice of Sale. If unable to complete service, please attempt service at least once after 6:00 p.m.

Should you have any questions please contact Linda Lancaster of our office at 908-233-8500.

Date of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Served Upon (If someone other than Defendant): \_\_\_\_\_

Address (if different than as stated above):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Columbia County Sheriff's Office: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED ENVELOPE:

**Zucker, Goldberg & Ackerman, LLC**

**ATTN: Margaret Agyepong**

**200 Sheffield Street, Suite 101**

**Mountainside, NJ 07092**

Dated: February 26, 2014

Zucker, Goldberg & Ackerman, LLC

Attorneys for Plaintiff

200 Sheffield Street, Suite 101

Mountainside, NJ 07092

(908) 233-8500

XFP-150744

For Office Use only:

C\_150744\_SRE2\_C

Document Receipt

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Trans # 2244 Carrier / service: USPS Server First-Class Mail® 3/11/2014 12:00:00 AM

Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000022429

Doc Ref #: 2014ED43

Postage 5.3400

PHILADELPHIA PA 19106

43

Document Receipt

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Trans #	2243	Carrier / service:	USPS Server	First-Class Mail®	3/11/2014 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE  
US SMALL BUSINESS  
ADMINISTRATION

900 MARKET STREET 5TH FLOOR	Tracking #	71901140006000022412
ROBERT N.C. NIX FEDERAL BUILDING	Doc Ref #:	2014ED43
	Postage	5.3400

PHILADELPHIA PA 19107

43

Document Receipt

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Trans # 2242 Carrier / service: USPS Server First-Class Mail® 3/11/2014 12:00:00 AM

Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking #: 71901140006000022405

Doc Ref #: 2014ED43

Postage 5.3400

HARRISBURG PA 17105

43

Document Receipt

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Trans # 2241 Carrier / service: USPS Server First-Class Mail® 3/11/2014 12:00:00 AM

Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000022399

Doc Ref #: 2014ED43

Postage 5.3400

HARRISBURG PA 17128

43

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE HEXAGONS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT

011246

11246

**ZUCKER, GOLDBERG & ACKERMAN, LLC**

ATTORNEYS AT LAW

ATTORNEY SHERIFF ADVANCE ACCOUNT

200 SHEFFIELD ST., SUITE 301

MOUNTAINSIDE, NJ 07092

PH. 908-233-8500

JPMORGAN CHASE BANK, N.A.  
MONTCLAIR, NJ 07042

55-233/212

DATE

AMOUNT

3/5/2014

\$\*\*\*\*\*1,500.00

One Thousand Five Hundred and 00/100-----

US Dollars

PAY  
TO THE  
ORDER  
OF

COLUMBIA COUNTY SHERIFF

P.O. BOX 380

BLOOMSBURG, PA 17815

United States

150744;;150744\_Sheriff Sale Ad

TWO SIGNATURES REQUIRED IF THE AMOUNT IS MORE THAN \$10,000.00

⑆011246⑆ ⑆021202337⑆

454955118⑆