COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

First Columbia Bank & Trust VS Sam White Dini Rupert

NO. 186 - 2014 ED NO. 1084 - 2014 JD

DATE/TIME OF SALE: MARCH 18, 2015 AT 9:00 AM

BID PRICE (INCLUDES COST) $ 2129.03

POUNDAGE – 2% OF BID $ 42.58

TRANSFER TAX -- 2% OF FAIR MKT $ -

MISC. COSTS $ -

TOTAL AMOUNT NEEDED TO PURCHASE $ 2171.61

PURCHASER(S):

ADDRESS:

NAMES(S) ON DEED: First Columbia Bank + Trust Co.

PURCHASER(S) SIGNATURE(S): Jeffrey E Nelson V.P.

TOTAL DUE: $ 2171.61

LESS DEPOSIT: $ 1350

DOWN PAYMENT: $

TOTAL DUE IN 8 DAYS $ 821.61

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

Plaintiff		Defendant
FIRST COLUMBIA BANK & TRUST CO	**vs.**	SAM WHITE DINI RUPERT

Attorney for the Plaintiff:
HARDING, HILL & TUROWSKI, LLP
38 West Third Street
Bloomsburg, PA 17815

Sheriff's Sale Date: Wednesday, March 18, 2015
Writ of Execution No. : 2014CV1084
Advance Sheriff Costs: $1,350.00

Location of the real estate: 257 WEST 11TH STREET, BLOOMSBURG, PA 17815

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		$42.00
Posting Handbill		$15.00
Press Enterprise Inc.		$1,101.93
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		$195.00
Service Mileage		$6.00
Distribution Form		$25.00
Copies		$6.50
Notary Fee		$15.00
Tax Claim Search		$5.00
Surcharge		$140.00
Other	LUZERNE & SCHUYLKILL CO	$143.10
	Total Sheriff Costs	**$2,062.03**

Distribution Costs

Recording Fees		$67.00
	Total Distribution Costs	**$67.00**
	Grand Total:	**$2,129.03**

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

To Jeff: Attention

88917

FIRST COLUMBIA BANK & TRUST CO.

232 EAST STREET
BLOOMSBURG, PA 17815

FIRST COLUMBIA BANK & TRUST CO.
Member FDIC
www.firstcolumbiabank.com
60-593-313

EZShield™ Check Fraud Protection for Business

Security features. Details on back.

PAY ********** EIGHT HUNDRED TWENTY-ONE AND 61/100

TO THE ORDER OF

DATE 03/23/2015

AMOUNT $821.61

Columbia County Sheriff

MEMO

Karen Hetherman
AUTHORIZED SIGNATURE

⑈088917⑈ ⑆031305936⑆ 018⑈529⑈9⑈

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice February 25 and March 4, 11, 2015 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 11th day of March 20 15

Karen M. Beach
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Karen M. Beach, Notary Public
Scott Twp., Columbia County
My Commission Expires May 13, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

.....

HHT

HARDING, HILL & TUROWSKI LLP

ATTORNEYS AT LAW

38 West Third Street | Bloomsburg, PA 17815
570.784.6770 Telephone | 570.784.6075 Facsimile
www.hhtlegal.com

March 19, 2015

HAND DELIVERED

Columbia County Sheriff's Department
Attn: Tim Chamberlain, Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

RE: First Columbia Bank & Trust Co. vs. Sam White and Dini Rupert
ED No. 186-2014 – JD No. 1084-2014

Dear Sheriff Chamberlain:

Enclosed please find the requested copy of the Mortgage recorded in the Recorder's Office of Columbia County on February 17, 2012, to Instrument No. 201201446, regarding the Sheriff Sale held on Wednesday, March 18, 2015, in the above matter.

Very truly yours,
Harding, Hill & Turowski, LLP

P. Jeffrey Hill

PJH/ts

Enclosure

SHERIFF'S SALE COST SHEET

_____ VS. White

NO._____ED NO._____JD DATE/TIME OF SALE _____

DOCKET/RETURN	$15.00	
SERVICE PER DEF.	$ 195.00	
LEVY (PER PARCEL	$15.00	
MAILING COSTS	$ 42.00	
ADVERTISING SALE BILLS & COPIES	$17.50	
ADVERTISING SALE (NEWSPAPER)	$15.00	
MILEAGE	$ 6.00	
POSTING HANDBILL	$15.00	
CRYING/ADJOURN SALE	$10.00	
SHERIFF'S DEED	$35.00	
TRANSFER TAX FORM	$25.00	
DISTRIBUTION FORM	$25.00	
COPIES	$ 6.50	
NOTARY	$ 15.00	
TOTAL **********		$ 437.00

WEB POSTING	$150.00	
PRESS ENTERPRISE INC.	$ 1101.93	
SOLICITOR'S SERVICES	$75.00	
TOTAL **********		$ 1326.93

PROTHONOTARY (NOTARY)	$10.00	
RECORDER OF DEEDS	$ 67.00	
TOTAL **********		$ 77.00

REAL ESTATE TAXES:

BORO, TWP & COUNTY	20__	$_____	
SCHOOL DIST.	20__	$_____	
DELINQUENT	20__	$ 5.00	Check #1
TOTAL **********			$ 5.00

MUNICIPAL FEES DUE:

SEWER	20__	$_____	
WATER	20__	$_____	
TOTAL **********			$ -0-

SURCHARGE FEE (DSTE)		$ 140.00
MISC. Luzerne	$ 143.10	
Schuylkill	$_____	143.10
TOTAL **********		$ -0-

TOTAL COSTS (OPENING BID) $ 2127.03

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SHERIFF'S RETURN OF SERVICE

02/12/2015 09:11 AM - DEPUTY MICHAEL BEYER, 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 257 WEST 11TH STREET, BLOOMSBURG, PA 17815.

/Michael Beyer
MICHAEL BEYER, DEPUTY

SO ANSWERS,

Timothy T. Chamberlain
TIMOTHY T. CHAMBERLAIN, SHERIFF

February 12, 2015

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sarah Jane Klingaman, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Oct. 4, 2016

Affirmed and subscribed to before me this 12TH day of FEBRUARY, 2015

NOTARY

Sarah Jane Klingaman

Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

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: 257 WEST 11TH STREET BLOOMSBURG, PA 17815
Phone:
DOB:
Alternate Address:
Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other
Adult In Charge:
Relation:
Date: 2-12-15
Time: 09 11
Deputy: 4
Mileage:

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP
Phone: (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

(POSTING)
2014CV1084
257 WEST 11TH STREET, BLOOMSBURG, PA 17815
NO EXPIRATION

TDD (570) 825-1860

FAX: (570) 825-1849

186

Luzerne County Sheriff's Department
Luzerne County Courthouse

200 North River Street
Wilkes-Barre, Pennsylvania 18711
(570) 825-1651

COLUMBIA COUNTY

14-CV-1084

FIRST COLUMBIA BANK & TRUST COMPANY

VS

SAM WHITE

STATE OF PENNSYLVANIA
LUZERNE COUNTY, SS:

SCOTT LAMOREAUX , DEPUTY SHERIFF, for SHERIFF of said county, being duly sworn according to law, deposes and says, that on TUESDAY the 13TH day of JANUARY 2015 at 9:15 AM , prevailing time, he served the within WRIT OF EXECUTION AND NOTICE OF SHERIFF'S SALE

upon SAM WHITE

the within named, by handing to AMBER WHITE an adult member of the household, whose relationship to the within named is that of HIS WIFE at GIVEN ADDRESS, 19 ACADEMY STREET, STILLWATER,

in the County of Luzerne, State of Pennsylvania, a true and attested copy and making known the contents thereof.

Sworn to and subscribed before me

this 14th day of January 2015

Notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA E BENZI, Notary Public
Kingston Boro., Luzerne County
My Commission Expires December 24, 2017

Sheriff of Luzerne County

by Scott Lamoreaux

Deputy Sheriff of Luzerne County, Pennsylvania

LUZERNE COUNTY SHERIFF'S DEPARTMENT

200 NORTH RIVER STREET
WILKES-BARRE, PENNSYLVANIA 18711
FAX (570) 825-1849

ACCEPTANCE OF SERVICE

Case Number: _____ Term: _____

I accept service of the WRIT OF EXECUTION - NOTICE OF SHERIFF'S SALE

(on behalf of SAM WHITE and certify that I am authorized to do so.)

Defendant / Authorized Agent: Amber White - LW, FF
Amber White

Mailing Address: 19 ACADEMY ST
STILLWATER, PA

Date: 1-13-15 Time: 0915 AM

Deputy Sheriff: Scott Samoskey

PAYMENT DATE
01/13/2015

COLLECTION STATION
Sheriff- Carol

RECEIVED FROM
COUNTY OF COMUNBIA
14-1084

DESCRIPTION
14-

County of Luzerne
200 North River Street
Wilkes-Barre, PA 18711

BATCH NO.
2015-01000061

RECEIPT NO.
2015-00001284

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
01 Proc. Fee OC	Civil Process Other County 100.100.100 Cash - General Fund $39.00 100.60.4197.415.27 Civil Process Fee $39.00	$39.00
04 Proc. Form	Civil Process Form 100.100.100 Cash - General Fund $2.00 100.60.4197.415.28 Civil Form Fees $2.00	$2.00
06 Mileage Veh	Mileage County Vehicle 100.100.100 Cash - General Fund $35.00 100.60.4197.405.14 Civil Mileage Fees $35.00	$35.00

Payments:

Type	Detail	Amount
Check	6752 _6744	$76.00

Total Cash	**$0.00**
Total Check	**$76.00**
Total Charge	**$0.00**
Total Other	**$0.00**
Total Remitted	**$76.00**
Change	**$0.00**
Total Received	**$76.00**

Total Amount: **$76.00**

01/13/2015 01:47:06 PM

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 184

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

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

Serve To: ***Final Service:***

Name: **SAM WHITE** ***Served:*** Personally · Adult In Charge · Posted · Other

Primary Address: **19 ACADEMY STREET STILLWATER, PA 17878** ***Adult In Charge:***

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

Alternate Address: ***Date:*** ***Time:***

Phone: ***Deputy:*** ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

WHITE, SAM
2014CV1084
19 ACADEMY STREET, STILLWATER, PA 17878
NO EXPIRATION

SHERIFF'S DEPARTMENT
OF SCHUYLKILL COUNTY
SCHUYLKILL COUNTY COURT HOUSE
POTTSVILLE, PENNSYLVANIA 17901
(570) 622-5570

** A F F I D A V I T O F R E T U R N **

DEPUTIZED FROM COLUMBIA COUNTY

PLAINTIFF: FIRST COLUMBIA BANK & TRUST CO
V S
DEFENDANT: RUPERT,DINI

PEOPLE:

COURT NUMBER : 2014-CV-1084
FILED BY : COLUMBIA COUNTY SHERIFFS DEPT.
TYPE OF PAPER : WRIT OF EXECUTION ETAL
SERVING NUMBER : 79092
PRO FILE DATE : 12/16/2014
EXPIRATION : 01/15/2015
SHF RECEIVED : 12/19/2014
DEP RETURNED : 01/26/2015

(P E O P L E T O B E S E R V E D:

	NAME	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP	DEPUTY
Service for	RUPERT,DINI	150 1ST STREET	PO BOX 178	ONEIDA	PA		SZCZYGLAK, B

(A T T E M P T S A T S E R V I C E)

SEQ	DATE	TIME	SERVED TO	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP	FEE	COST
1	01/07/2015	13:29	DINI RUPERT	150 1ST ST		ONEIDA	PA	18242	48	27.60

* REMARKS : SERVICE MADE BY DEPUTY SZCZYGLAK, B

Total : 27.60

Total Fee Charge for all Services : 27.60

186

SHERIFF'S DEPARTMENT
OF SCHUYLKILL COUNTY
SCHUYLKILL COUNTY COURT HOUSE
POTTSVILLE, PENNSYLVANIA 17901
(570) 622-5570

** AFFIDAVIT OF RETURN **

I hereby CERTIFY and RETURN that service was made by handing a TRUE and ATTESTED COPY to :

DINI RUPERT (PERSONAL)
150 1ST ST
ONEIDA PA

ON
01/07/2015
at 13:29

SWORN and subscribed before me this 26th

day of January 15

(Prothonotary)

SO ANSWERS

Sgt. Dustin A. [illegible]

(Deputy Sheriff)

Joseph D. Gaudy

(Sheriff of Schuylkill County)

End - of - Return (X-479-2014)

SHERIFF'S DEPARTMENT
OF SCHUYLKILL COUNTY
SCHUYLKILL COUNTY COURT HOUSE
POTTSVILLE, PENNSYLVANIA 17901
(570) 622 5570

** AFFIDAVIT OF RETURN **

COSTS INFORMATION

DESCRIPTION	PAYMENTS	CHARGES	BALANCE
ADVANCE COSTS - SERVICE	150.00		150.00
R D & R		9.00	141.00
SERVICE		9.00	132.00
ATTESTING		4.00	128.00
SERVICE FEE		27.60	100.40
STATE SURCHARGE		10.00	90.40
PROTHY FEE FOR SERVICE		2.50	87.90
REFUND		87.90	0.00

Advance Payment :	150.00
Cost of Service :	62.10
Refund Paid :	87.90

End - of - Return (2014-CV-1084)

ACCOUNT STATEMENT
OFFICE OF THE SHERIFF
OF SCHUYLKILL COUNTY

DATE : 01/26/2015

Case Ref : 2014-CV 1084
Service ID: 79092
Type : WRIT OF EXECUTION ETAL

Filed By: COLUMBIA COUNTY SHERIFFS DEPT.
Address 1 : P.O. BOX 380
Address 2 : 35 WEST MAIN STREET
City : BLOOMSBURG

Advance Payment :	150.00
Cost of Service :	62.10
Refund :	87.90

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 186

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

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

2014 DEC 16 11:46 COLUMBIA COUNTY PENNSYLVANIA SHERIFF'S OFFICE RECEIVED FOR SERVICE

Serve To: ***Final Service:***

Name: **DINI RUPERT** ***Served:*** Personally · Adult In Charge · Posted · Other

Primary Address: **150 1ST STREET**
P.O. BOX 178
ONEIDA, PA 18242

Adult In Charge:

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

Alternate Address: ***Date:*** ***Time:***

Phone: ***Deputy:*** ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

RUPERT, DINI
2014CV1084
150 1ST STREET, P.O. BOX 178, ONEIDA, PA 18242
NO EXPIRATION

ORIGINAL CHECK HAS A GREEN BACKGROUND, MICRO-PRINT BORDER, AND A TRUE WATERMARK

SHERIFF OF SCHUYLKILL CO.
SCHUYLKILL CO. COURT HOUSE
POTTSVILLE, PA 17901

No. 075053

MINERSVILLE SAFE DEPOSIT BANK AND TRUST COMPANY — 60-598/313

CHECK NO.	DATE	AMOUNT
75053	01/27/15	$87.90

PAY EIGHTY SEVEN DOLLARS AND NINETY CENTS

TO THE ORDER OF

COLUMBIA COUNTY SHERIFFS DEPT.
P.O. BOX 380
35 WEST MAIN STREET
BLOOMSBURG, PA 17815

Joseph B Grady
B & T Tax

⑈075053⑈ ⑆031305981⑆ 18 435 6⑈ 51

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

7190114000600043219

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

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: **SAM WHITE, Defendant**
19 Academy Street
Stillwater, PA 17878

DINI RUPERT, Defendant
150 First Street
P. O. Box 178
Oneida, PA 18242

BY VIRTUE OF A WRIT OF EXECUTION NO. 186 OF 2014, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

March 18th, 2015
AT 9:00 O'CLOCK, A .M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

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

7190114000600043233

FRANK BOGNET ESQ
21 NORTH LOCUST STREET

HAZELTON PA 18201

184

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT.
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. PLAINTIFF,	:	
VS.	:	NO. 2014 – CV – 1084
SAM WHITE and DINI RUPERT DEFENDANTS.	:	CIVIL ACTION

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: **SAM WHITE, Defendant**
19 Academy Street
Stillwater, PA 17878

DINI RUPERT, Defendant
150 First Street
P. O. Box 178
Oneida, PA 18242

BY VIRTUE OF A WRIT OF EXECUTION NO. 186 OF 2014, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

March 18th, 2015
AT 9:__ O'CLOCK, A .M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 186

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

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

Serve To:

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

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: Karen Richendrfer

Relation: Clerk II

Date: 12-16-14 ***Time:*** 11:00

Deputy: E ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

DOMESTIC RELATIONS OF 2014CV1084 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 184

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: Debbie Miller

Relation: Clerk

Date: 12-16-14 ***Time:*** 1100

Deputy: 8 ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

1.
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6.

COLUMBIA COUNTY TAX C
2014CV1084
PO BOX 380, BLOOMSBURG, PA 17815
NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 186

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

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

Serve To:

Name: **BLOOMSBURG RECYCLING CENTER**

Primary Address: **901 PATTERSON DRIVE**
BLOOMSBURG, PA 17815

Phone: ***DOB:***

Alternate Address:

Phone:

Final Service:

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

Adult In Charge: Charlie Fritz

Relation: Manager

Date: 12-16-14 ***Time:*** 1141

Deputy: S ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

BLOOMSBURG RECYCLIN
2014CV1084
901 PATTERSON DRIVE, BLOOMSBURG, PA 17815
NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 184

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

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

Serve To:

Name: **Mary F. Ward**

Primary Address: **301 E Second Street, Town Hall Bloomsburg, PA 17816**

Phone: 570-784-1581 ***DOB:***

Alternate Address:

Phone:

Final Service:

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

Adult In Charge:

Relation: DEF

Date: 12-16-14 ***Time:*** 1400

Deputy: ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

WARD, MARY F.
2014CV1084
01 E SECOND STREET, TOWN HALL, BLOOMSBURG, PA NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 186

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

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

Serve To:

Name: **BLOOMSBURG MUNICIPAL AUTHORITY**

Primary Address: **301 E 2ND STREET**
BLOOMSBURG, PA 17815

Phone: ***DOB:***

Alternate Address:

Phone:

Final Service:

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

Adult In Charge: AMBER KENNY

Relation: CLERK

Date: 12-16-14 ***Time:*** 1410

Deputy: 8 ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

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

BLOOMSBURG MUNICIPAL 2014CV1084 301 E 2ND STREET, BLOOMSBURG, PA 17815 NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO
vs.
SAM WHITE (et al.)

Case Number
2014CV1084

SERVICE COVER SHEET

Service Details:

Category: **Real Estate Sale - Sale Notice** ***Zone:*** 186

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

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

Serve To:

Name: **OCCUPANT**

Primary Address: **257 WEST 11TH STREET BLOOMSBURG, PA 17815**

Phone: ***DOB:***

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: ***Time:***

Deputy: ***Mileage:***

Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP ***Phone:*** (570) 784-6770

Service Attempts:

Date:	12-16-14					
Time:	1430					
Mileage:						
Deputy:	8					

Service Attempt Notes:

1. HOUSE IS EMPTY WINTERIZED BY FIRST COL. BANK
2.
3.
4.
5.
6.

OCCUPANT
2014CV1084
257 WEST 11TH STREET, BLOOMSBURG, PA 17815

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: **SAM WHITE, Defendant**
19 Academy Street
Stillwater, PA 17878

DINI RUPERT, Defendant
150 First Street
P. O. Box 178
Oneida, PA 18242

BY VIRTUE OF A WRIT OF EXECUTION NO. 186 OF 2014, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

March 18th, 2015
AT 9: O'CLOCK, A.M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING.**

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

SEIZED AND TAKEN in execution as the property of Dini Rupert and Sam White at the suit of First Columbia Bank & Trust Co. vs. Sam White and Dini Rupert.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

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 defaults 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 representative of the Plaintiff.

Attorney for the Plaintiff:
P. JEFFREY HILL, ESQUIRE
Harding, Hill & Turowski, LLP
38 West Third Street
Bloomsburg, PA 17815
570-784-6770, Ext. 211

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, PA
www.sheriffofcolumbiacounty.com

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING**.

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

PRESS ENTERPRISE

3185 Lackawanna Ave
Bloomsburg, PA 17815

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

Proof of Ad 12/16/14

Account:
Name:
Company: TIM CHAMBERLAIN - COLUM COUNTY SHERIFF
Address: PO BOX 380
BLOOMSBURG, PA 17815

Ad ID: 1019071
Description: Sam White & Dini Rupert
Sale
Run Dates: 02/25/15 to 03/11/15
Class: 2
Agate Lines: 201
Blind Box:

Total Ad Cost $1,101.93
Amount Paid $0.00

Publication	Start	Stop	Inserts	Cost
Press Enterprise	02/25/15	03/11/15	3	$1,101.93

SHERIFF'S SALE
By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2014CV1084

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, MARCH 18, 2015
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 or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:
BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of BEGINNING.
SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.
BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17,2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.
PROPERTY ADDRESS: 257 West 11 th Street, Bloomsburg, Pennsylvania, 17815
PROPERTY IMPROVED with a bilevel, single family dwelling
TAX PARCEL NUMBER: 05W-02-176-06

PROPERTY ADDRESS: 257 WEST 11TH STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05W-02-176-06

Seized and taken into execution to be sold as the property of SAM WHITE, DINI RUPERT in suit of FIRST COLUMBIA BANK & TRUST CO.

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

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

Attorney for the Plaintiff:
HARDING, HILL & TUROWSKI, LLP
Bloomsburg, PA (570) 784-6770

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2014CV1084

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, MARCH 18, 2015
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 or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:
BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of BEGINNING.
SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.
BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17,2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.
PROPERTY ADDRESS: 257 West 11 th Street, Bloomsburg, Pennsylvania, 17815
PROPERTY IMPROVED with a bi-level, single family dwelling
TAX PARCEL NUMBER: 05W-02-176-06

PROPERTY ADDRESS: 257 WEST 11TH STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05W-02-176-06

Seized and taken into execution to be sold as the property of SAM WHITE, DINI RUPERT in suit of FIRST COLUMBIA BANK & TRUST CO.

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 failts 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 agiainst 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 conneciton 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:
HARDING, HILL & TUROWSKI, LLP
Bloomsburg, PA (570) 784-6770

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

(c) CountyScene Search, Network, Inc

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	2014-ED-186

FILED
PROTHONOTARY
2014 DEC 16 A 8:56
OFFICE OF COURTS OFFICE
COLUMBIA, PA

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above captioned matter:

Balance of Principal as of August 4, 2014,	$ 77,804.92
Accrued but unpaid interest from March 1, 2014, through August 3, 2014 ($12.79793 per diem)	$ 1,973.35
Late charges to August 3, 2014 ($29.55/month)	$ 206.85
Escrow due for taxes and insurance	$ 1,137.86
Appraisal Fee	$ 300.00
Attorneys' fees	$ 1,500.00
TOTAL	$ 82,922.98

Plus costs.
See attached description.

P. JEFFREY HILL, ESQUIRE
Attorney for Plaintiff
38 West Third Street
Bloomsburg, PA 17815
570-784-6770 Attorney ID #30004

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING.**

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: **SAM WHITE, Defendant**
19 Academy Street
Stillwater, PA 17878

DINI RUPERT, Defendant
150 First Street
P. O. Box 178
Oneida, PA 18242

BY VIRTUE OF A WRIT OF EXECUTION NO. 186 OF 2014, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

March 18th, 2015
AT 9:00 O'CLOCK, A.M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

186 ED 2014

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

AFFIDAVIT PURSUANT TO PA. R.C.P. 3129.1

I, P. JEFFREY HILL, Esquire, Attorney for Plaintiff in the above-captioned matter, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in the Town of Bloomsburg. (See attached description)

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

Dini Rupert
150 First Street
P. O. Box 178
Oneida, PA 18242

Sam White
19 Academy Street
Stillwater, PA 17878

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

Dini Rupert
150 First Street
P. O. Box 178
Oneida, PA 18242

Sam White
19 Academy Street
Stillwater, PA 17878

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

First Columbia Bank & Trust Co.
232 East Street
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

Frank Bognet, Esquire
21 North Locust Street,
Hazleton, PA 18201

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

First Columbia Bank & Trust Co.
232 East Street
Bloomsburg, PA 17815

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

None.

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

First Columbia Bank & Trust Co.
232 East Street
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

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:**

Bloomsburg Municipal Authority
Attn: Amber Kenney
301 E. 2nd Street, 2nd Floor
Bloomsburg, PA 17815

Bloomsburg Recycling Center
901 Patterson Drive
Bloomsburg, PA 17815

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.

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE
Attorney for Plaintiff
38 West Third Street
Bloomsburg, PA 17815
570-784-6770
Attorney ID #30004

Dated: 12/17/14

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING**.

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

REAL ESTATE OUTLINE

ED # 186 E.D. 2014

DATE RECEIVED 12-16-2014
DOCKET AND INDEX 2014 CV 1084

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	X
COPY OF DESCRIPTION	X
WHEREABOUTS OF LKA	X
NON-MILITARY AFFIDAVIT	X
NOTICES OF SHERIFF SALE	X
WAIVER OF WATCHMAN	X
AFFIDAVIT OF LIENS LIST	X
CHECK FOR $1,350.00 OR _____	X

CK# 8782

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

SALE DATE March 18th TIME 9:00 am
POSTING DATE _____
ADV. DATES FOR NEWSPAPER
1ST WEEK _____
2ND WEEK _____
3RD WEEK _____

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV - 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	2014-ED-186

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY:

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

Balance of Principal as of August 4, 2014	$ 77,804.92
Accrued but unpaid interest from March 1, 2014, through August 3, 2014 ($12.79793 per diem)	$ 1,973.35
Late charges to August 3, 2014 ($29.55/month)	$ 206.85
Escrow due for taxes and insurance	$ 1,137.86
Appraisal Fee	$ 300.00
Attorneys' fees	$ 1,500.00
TOTAL	$ 82,922.98

Plus costs.

Proth & Clerk of Sev. Courts
My Com. Ex. 1st Monday in 2016
COLUMBIA COUNTY PROTHONOTARY

DATED: 12-16, 2014 BY: Barbara N Silvetti |KPB|

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING**.

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; Thence by the same, North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; Thence by the same, South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; Thence by the same, 22 degrees East, 125 feet to the northern side of Eleventh Street; Thence by the same, North 68 degrees East, 80 feet to the place of **BEGINNING**.

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING the same premises which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 17, 2012, and recorded with the Register and Recorder of Columbia County on February 17, 2012, to Instrument No. 201201445, granted and conveyed unto Dini Rupert and Sam White.

PROPERTY ADDRESS: 257 West 11th Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a bi-level, single family dwelling

TAX PARCEL NUMBER: 05W-02-176-06

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26[TH] JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

AFFIDAVIT OF WHEREABOUTS

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF COLUMBIA :

I, JEFFREY E. NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Defendant, Sam White, at the time that judgment was entered, the Defendant's place of residence was 19 Academy Street, Stillwater, Luzerne County, Pennsylvania, 17878.

Jeffrey E. Nelson

JEFFREY E. NELSON, Vice President
First Columbia Bank & Trust Co.

Sworn to and Subscribed to
before me this 12th day
of December, 2014.

Teresa L. Sees
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Teresa L. Sees, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Nov. 4, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

WAIVER OF WATCHMAN

Any Deputy Sheriff levying upon or attaching any property under the within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying each 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 such property before the Sheriff's Sale thereof.

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE
Attorney for Plaintiff
38 West Third Street
Bloomsburg, PA 17815
570-784-6770
Attorney ID #30004

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.	:	
PLAINTIFF,	:	
	:	
VS.	:	NO. 2014 – CV – 1084
	:	
SAM WHITE and DINI RUPERT	:	CIVIL ACTION
DEFENDANTS.	:	

AFFIDAVIT OF WHEREABOUTS

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF COLUMBIA :

I, JEFFREY E. NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Defendant, Dini Rupert, at the time that judgment was entered, the Defendant's place of residence was 150 First Street, P. O. Box 178, Oneida, Schuylkill County, Pennsylvania, 18242.

JEFFREY E. NELSON, Vice President
First Columbia Bank & Trust Co.

Sworn to and Subscribed to
before me this 15th day
of December, 2014.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Teresa L. Sees, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Nov. 4, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

HARDING, HILL & TUROWSKI, LLP
P. Jeffrey Hill, Esquire
38 West Third Street
Bloomsburg, PA 17815
(570) 784-6770
Attorney ID #30004 **Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT,
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. PLAINTIFF,	:	
VS.	:	NO. 2014 – CV – 1084
SAM WHITE and DINI RUPERT DEFENDANTS.	:	CIVIL ACTION

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

I, JEFFREY E. NELSON, Vice President of First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of SAM WHITE, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Sam White is not now, nor was Sam White within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

JEFFREY E. NELSON, Vice President
First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED to
before me this 15TH day of
December, 2014.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Teresa L. Sees, Notary Public
Town of Bloomsburg, Columbia County
My Commission Expires Nov. 4, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

01103F

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

Instrument Number - 201201446
Recorded On 2/17/2012 At 3:31:34 PM
* Instrument Type - MORTGAGE
Invoice Number - 163821
* Mortgagor - RUPERT, DINI
* Mortgagee - FIRST COLUMBIA BANK & TRUST CO
User - TSA

* Total Pages - 26

* FEES

STATE WRIT TAX	$0.50
JCS/ACCESS TO JUSTICE	$23.50
AFFORDABLE HOUSING	$55.00
RECORDING FEES - RECORDER	$55.00
RECORDER IMPROVEMENT FUND	$3.00
COUNTY IMPROVEMENT FUND	$2.00
TOTAL PAID	$139.00

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.

RECORDER OF DEEDS OF COLUMBIA COUNTY PENNSYLVANIA

Brenda S. Lupini
Recorder of Deeds

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

Prepared By:
FIRST COLUMBIA BANK & TRUST CO
232 EAST STREET
BLOOMSBURG, PA 17815
570-784-4400

Return To:
FIRST COLUMBIA BANK & TRUST CO
232 EAST STREET
BLOOMSBURG, PA 17815
570-784-4400

Parcel Number:
05W02 17606
Premises:
257 West 11th Street, Bloomsburg, PA 17815

{Space Above This Line For Recording Data}

MORTGAGE

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated 02-17-2012 ,
together with all Riders to this document.
(B) "Borrower" is
DINI RUPERT and SAM WHITE, Joint

Borrower is the mortgagor under this Security Instrument.

(C) "**Lender**" is FIRST COLUMBIA BANK & TRUST CO

Lender is a Corporation
organized and existing under the laws of the state of Pennsylvania
Lender's address is 232 EAST STREET, BLOOMSBURG, PA 17815

Lender is the mortgagee under this Security Instrument.
(D) "**Note**" means the promissory note signed by Borrower and dated 02-17-2012
The Note states that Borrower owes Lender eighty two thousand five hundred and no/100

Dollars
(U.S. $ 82,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 03-01-2032
(E) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[X] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "**Escrow Items**" means those items that are described in Section 3.
(L) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the

Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction]
of Columbia [Name of Recording Jurisdiction]:

Refer to exhibit (A) which is attached here to and made a part here of
Town of Bloomsburg Columbia County

which currently has the address of 257 West 11th Street [Street]

Bloomsburg [City], Pennsylvania 17815 [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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments

shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and

reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and

Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this

Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon

an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of

Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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

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

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

Witnesses:

DINI RUPERT (Seal) -Borrower

SAM WHITE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

ALL THAT CERTAIN piece, parcel or tract of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Eleventh Street and in line of land now or formerly of Doyle E. Kocher, Sr.; THENCE by the same North 22 degrees West, 125 feet to a point on the southern side of a 16 foot alley; THENCE by the same South 68 degrees West, 80 feet to a point in the western line of Lot No. 14; THENCE by the same 22 degrees East, 125 feet to the northern side of Eleventh Street; THENCE by the same North 68 degrees East, 80 feet to the place of **BEGINNING**.

SUBJECT to the restrictions as they appear in the Deed from Charles B. Waller, Trustee of the Waller Pennsylvania Trust, to Fred B. Vietig, trading and doing business as Columbia Aircraft Services, dated December 31, 1958, and recorded in Columbia County Deed Book 193, at Page 423.

BEING THE SAME PREMISES which David W. Edgar and Michele A. Edgar, husband and wife, by Deed dated February 7th, 2012, and about to be recorded in Columbia County simultaneously with the recording of this Mortgage, granted and conveyed unto Dini Rupert and Sam White, as tenants in common, Mortgagors herein.

ALSO BEING THE SAMES PREMISES which Katheryn E. Nooney, by Deed dated July 22, 1988 and recorded in Columbia County to Record Book Volume 413, Page 194, granted and conveyed unto David W. Edgar and Michele A. Edgar, his wife, in fee.

(FOR INFORMATIONAL PURPOSES ONLY: being known as 257 W. Eleventh Street, Bloomsburg, PA 17815. Parcel No. 05W-02-176-06)

EXHIBIT "A"

ADJUSTABLE RATE NOTE

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

02-17-2012 [Date] BLOOMSBURG [City] Pennsylvania [State]

257 West 11th Street, Bloomsburg, PA 17815 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 82,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST COLUMBIA BANK & TRUST CO, organized and existing under the laws of the state of Pennsylvania.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST Interest begins accruing on February 17, 2012

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(C) of this Note. Interest will be calculated on a Periodic basis.

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled: (mark one)

☐ I will make my periodic payments on the first day of each month beginning on .

☒ I will make periodic payments as follows:

240 monthly payments of $591.06 beginning 04-01-2012. This is a variable rate loan and the payment amounts may change after the 84th payment and every 12th payment thereafter.

☐ In addition to the payments described above, I will pay a "Balloon Payment" of $ on . The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

Each periodic payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 03-01-2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at 232 EAST STREET, BLOOMSBURG, PA 17815 or at a different place if required by the Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. $ 591.06. This amount may change.

(D) Periodic Payment Changes

Changes in my periodic payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my periodic payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

☐ The interest rate I will pay may change on the first day of ..... and on that day every ..... month thereafter.

☒ The interest rate I will pay may change 03/01/2019..... and on every 12th payment..... thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year.....
.....
.....

The most recent Index figure available as of the date ☒ 45 days ☐ ..... before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three & three fourths..... ..... percentage points (.....3.750 %) to the Current Index. The result of this calculation:

☐ will not be rounded off.

☒ will be rounded off by the Note Holder to the nearest .....0.125 %.

☐ will be rounded off by the Note Holder up to the nearest .....%.

☐ will be rounded off by the Note Holder down to the nearest .....%.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

However, if I have agreed to pay a Balloon Payment in Section 3(A), then the Note Holder will determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments, except for my final balloon payment, which shall remain the same as it was prior to the Change Date.

(D) Limits on Interest Rate Changes

☒ My interest rate will never be increased or decreased on any single Change Date by more than two..... percentage points from the rate of interest I have been paying for the preceding period.

☒ My interest rate will never be greater than .....12.000 % or less than .....5.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the periodic payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepay... t charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my periodic payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my periodic payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of my note.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any periodic payment by the end of 15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ☒ .....5.000% of my overdue payment of principal and interest. ☒ min.of $1.00 and max of $999.99.....

I will pay this late charge promptly but only once on each late payment.

(B) Set-Off

I agree that the Note Holder may set off any amount due and payable under this Note against any right I have to receive money from the Note Holder. An amount due and payable under this Note is any portion of a periodic payment not paid on or before its due date, even if the due date of the Note has not been accelerated.

My right to receive money from the Note Holder includes any deposit account balance I have with the Note Holder (including savings, checking, and NOW accounts), any time deposit (including certificates of deposit), any money owed to me on an item presented to the Note Holder or in the Note Holder's possession for collection or exchange, and any repurchase agreement or other non-deposit obligation.

If my right to receive money from the Note Holder is also owned by someone who has not agreed to pay this Note, the Note Holder's right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. The Note Holder's right of set-off does not apply to an account or other obligation where my rights are only as a fiduciary. It also does not apply to any IRA account or other tax-deferred retirement account.

The Note Holder will not be liable for the dishonor of any check when the dishonor occurs because the Note Holder set off this debt against any of my accounts. I agree to hold the Note Holder harmless from any claims arising as a result of the exercise of the right of set-off.

(C) Default

If I do not pay the full amount of each periodic payment on the date it is due, I will be in default.

(D) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(E) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full or does not exercise the right of set-off as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(F) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(B) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 02.17.2012....., protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

> If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.
>
> To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.
>
> If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Secured Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. BALLOON PAYMENT DISCLOSURE

[Complete the Balloon Payment notice below if this Note provides for a Balloon Payment at Section 3(A) on page 1 of this Note.]

THIS LOAN IS PAYABLE IN FULL .... I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Dini Rupert ..... (Seal)
DINI RUPERT
Borrower

..... (Seal)
-Borrower

[Sign Original Only]

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this .17th..... day of .February,.2012... ..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to .FIRST.COLUMBIA BANK.&.TRUST.CO,.232.EAST.STREET,.BLOOMSBURG,.PA..17815..... .... (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 257.West.11th.Street,.Bloomsburg,.PA..17815..... [Property Address]

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

A. INTEREST RATE AND PERIODIC PAYMENT CHANGES

The Note provides for an initial interest rate of .....6.000 %. The Note provides for changes in the interest rate and the payments, as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled: (mark one):

☐ I will make my periodic payments on the first day of each month beginning on ..... .

☒ I will make my periodic payments as follows:

240 monthly payments of $591.06 beginning 04-01-2012. This is a variable rate loan and the payment amounts may change after the 84th payment and every 12th payment thereafter.

☐ In addition to the payments described above, I will pay a "Balloon Payment" of $..... on ..... . The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

My periodic payments will be applied to interest before Principal. If, on 03-01-2032..... ....., I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at ..232 EAST STREET, BLOOMSBURG, PA 17815..... ..... or at a different place if required by the Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. $501.06..... . This amount may change.

(D) Periodic Payment Changes

Changes in my periodic payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my periodic payment in accordance with Section 4 of the Note.

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

☐ The interest rate I will pay may change on the first day of ..... and on that day every ..... month thereafter.

☒ The interest rate I will pay may change 03-01-2019..... and on every 12th payment..... thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is:

the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year..... ....

The most recent Index figure available as of the date (X) 45 days ☐ .... before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three & three fourths ..... percentage points (.....3.750 %) to the Current Index. The result of this calculation:

☐ will not be rounded off.

☒ will be rounded off by the Note Holder to the nearest .....0.125 %.

☐ will be rounded off by the Note Holder up to the nearest .....%.

☐ will be rounded off by the Note Holder down to the nearest .....%.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

(D) Limits on Interest Rate Changes

☒ My interest rate will never be increased or decreased on any single Change Date by more than two..... percentage points from the rate of interest I have been paying for the preceding period.

☒ My interest rate will never be greater than .....12.000 % or less than .....5.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

☐ **C. FUNDS FOR ESCROW ITEMS**

Uniform Covenant 3 of the Security Instrument is waived by the Lender.

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

..... (Seal)
DINI RUPERT -Borrower

..... (Seal)
SAM WHITE -Borrower

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 17th day of February, 2012 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST COLUMBIA BANK & TRUST CO, 232 EAST STREET, BLOOMSBURG, PA 17815

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 257 West 11th Street, Bloomsburg, PA 17815

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

DINI RUPERT _____ (Seal) -Borrower

SAM WHITE _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 17th day of February, 2012, before me, the undersigned officer, personally appeared DINI RUPERT; SAM WHITE, Joint

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

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HEATHER LEI WILLIAMS, NOTARY PUBLIC
TOWN OF BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES OCTOBER 28, 2013

Heather Lei Williams
Notary Public
Title of Officer

Certificate of Residence

I, Richard J Talanca, do hereby certify that the correct address of the within-named Mortgagee is 232 EAST STREET, BLOOMSBURG, PA 17815

Witness my hand this 17th day of February, 2012

Richard J Talanca, Mortage Originator
Agent of Mortgagee

Document Receipt

Trans #	4325	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00:00 AM

Ship to:

FRANK BOGNET ESQ

21 NORTH LOCUST STREET

HAZELTON PA 18201

Tracking #: 71901140006000043233
Doc Ref #: 2014ED186
Postage 5 3400

Document Receipt

Trans #	4323	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00:00 AM

Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS ADMINISTRATION

900 MARKET STREET 5TH FLOOR
ROBERT N C. NIX FEDERAL BUILDING

PHILADELPHIA PA 19107

Tracking #: 71901140006000043219
Doc Ref #: 2014ED186
Postage 5.3400

184

Document Receipt

Trans #	4323	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00:00 AM

Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS ADMINISTRATION

900 MARKET STREET 5TH FLOOR
ROBERT N.C. NIX FEDERAL BUILDING

PHILADELPHIA PA 19107

Tracking #: 71901140006000043219
Doc Ref #: 2014ED186
Postage 5.3400

184

Document Receipt

Trans #	4322	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00:00 AM

Ship to:

OFFICE OF F.A.I.R.

PO BOX 8016

HARRISBURG PA 17105

DEPARTMENT OF PUBLIC WELFARE

Tracking #: 71901140006000043202
Doc Ref #: 2014ED186
Postage 5.3400

184

Document Receipt

Trans #	4322	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00:00 AM

Ship to:

OFFICE OF F.A.I.R.

PO BOX 8016

HARRISBURG PA 17105

DEPARTMENT OF PUBLIC WELFARE

Tracking #: 71901140006000043202
Doc Ref #: 2014ED186
Postage 5.3400

184

Document Receipt

Trans #	4321	Carrier / service:	USPS Server	First-Class Mail®	12/16/2014 12:00 00 AM

Ship to

DEPARTMENT OF REVENUE

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DATE 12/12/2014

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MEMO Sam White/Dini Rupert

Karen Letterman
AUTHORIZED SIGNATURE

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