

**COLUMBIA COUNTY TAX CLAIM BUREAU  
LIEN CERTIFICATE**

Date Sept. 17, 2003

OWNER OR REPUTED OWNER

Girton Systems Inc.

DESCRIPTION OF PROPERTY

Millville Borough  
4.34 acre

PARCEL NUMBER

24,01B-036-00,00C

IN Millville Borough

Township  
Borough  
City

This is to certify that, according to our records, there are no unpaid Taxes on  
the above mentioned property as of December 31 2002.

Excluding: Interim Tax Billings

Requested by: Harry Roadarmel Jr, Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE - \$5.00  
Per Parcel

**PALUBINSKY & FRANKLIN**  
**IOLTA ACCOUNT**  
225 NORTH MAIN STREET  
SHENANDOAH, PA 17976

REMITTANCE ADVICE									

60-1860/313

3269

PAID TO ORDER OF

DOLLARS

PAY	TO THE ORDER OF
DATE	
11/17/03	Sheriff of Columbia County Betty

CHECK AMOUNT
238,585.10

LEGACY BANK

*William D. Franklin*  
AUTHORIZED SIGNATURE

⑈003269⑈ ⑆031318606⑆ ⑈541018738⑈

# SHERIFF'S SALE

## Distribution Sheet

CCFNB vs. Griton, Oakes, & Burger, Inc.  
 NO. 475-2003 JD  
 NO. 108-2003 ED  
 DATE OF SALE: 11-5-03

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) 11-5-03 and (time) 0900, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Harold K. Bantz for the price or sum of 238,585.10 Dollars. Harold K. Bantz being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ <u>230,000.00</u>	
Poundage .....	<u>4,600.00</u>	
Transfer Taxes .....	<u>3985.10</u>	
Total Needed to Purchase .....		\$ <u>238,585.10</u>
Amount Paid Down .....		<u>- 0 -</u>
Balance Needed to Purchase .....		<u>238,585.10</u>

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ <u>387.50</u>	
Poundage .....	<u>4600.00</u>	\$ <u>4987.50</u>
Newspaper .....		<u>970.76</u>
Printing .....		<u>- 0 -</u>
Solicitor .....		<u>75.00</u>
Columbia County Prothonotary .....		<u>10.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>43.50</u>
	Realty transfer taxes	<u>1992.55</u>
	State stamps	<u>1992.55</u>
Tax Collector ( Amy Stout - multiple )		<u>2844.84</u>
Columbia County Tax Assessment Office .....		<u>5.00</u>
State Treasurer .....		<u>120.00</u>
Other: <u>web posting</u>		<u>150.00</u>
<u>Lien Search Cost.</u>		<u>250.00</u>
<u>sewer</u>		<u>308.64</u>
<u>Notary</u>		<u>8.00</u>
TOTAL EXPENSES:		\$ <u>13758.34</u>

Total Needed to Purchase	\$ <u>238,585.10</u>
Less Expenses	<u>13,758.34</u>
Net to First Lien Holder	<u>224,826.76</u>
Plus Deposit	<u>1350.00</u>
Total to First Lien Holder	\$ <u>226,176.76</u>

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

CCFNB VS Gritton, Oakes & Burger, Inc.

NO. 108-03 ED NO. 475-03 JD

DATE/TIME OF SALE: 11-5-03 / 0900

BID PRICE (INCLUDES COST) \$ 230,000.00

POUNDAGE - 2% OF BID \$ 4,600.00

TRANSFER TAX - 2% OF FAIR MKT \$ 3985.10

LIEN CERTIFICATE \$ - 0 - 732?

MISC. COSTS \$ 0-

TOTAL AMOUNT NEEDED TO PURCHASE \$ 238,585.10

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

ADDRESS: PO Box 401 Shenandoah Pa 17976

NAMES(S) ON DEED: Harold R. Beitz

PURCHASER(S) SIGNATURE(S): Harold R. Beitz

TOTAL DUE: \$ 238,585.10

LESS DEPOSIT: \$ \_\_\_\_\_

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

TOTAL DUE IN 8 DAYS \$ 238,585.10

Phone: 570 389 5622  
Fax:

**COLUMBIA COUNTY  
SHERIFF'S OFFICE**

# Fax

**To:** Art Franklin, Esq.

**From:** Chief Deputy T. Chamberlain

**Fax:**

**Date:** November 10, 2003

**Phone:**

**Pages:** 5

**Re:** Girton, Oakes, & Burger, Inc.

**CC:**

☐ **Urgent**

☐ **For Review**

☐ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

**•Comments:**

## KNOW ALL MEN BY THESE PRESENTS,

That I, Harry A. Roadarmel, Jr., Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of \$238,585.10 (Two Hundred Thirty Eight Thousand Five Hundred Eighty Five and 10/100) dollars to me in hand paid, do hereby grant and convey to Harold R. Beitz, P.O. Box 401, Shenandoah, PA 17976.

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

### **Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

### **Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No.2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

### **Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

I DO HEREBY CERTIFY that the precise address of the within GRANTEE is: P.O. Box 401, Shenandoah, PA 17976.

---

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

The same having been sold by me to the said grantee on the 5th day of November Anno Domini Two Thousand Three, after due advertisement according to law, under and by virtue of a writ of Execution 108-2003 issued on the 19th day of August Anno Domini Two Thousand Three out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as of Term, 2003 Number 475, at the suit of Columbia County Farmers National Bank

against Girton, Oakes, & Burger, Inc.

In Witness Whereof, I have hereunto affixed my signature this      day of      Anno Domini Two Thousand Three.

\_\_\_\_\_  
Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

Commonwealth of Pennsylvania, ss,

Before the undersigned, Tami B. Kline Prothonotary of the Court of Common Pleas of Columbia County, Pennsylvania, personally appeared Harry A. Roadarmel, Jr., Sheriff of Columbia County aforesaid, and in due form of law declared that the facts set forth in the foregoing Deed are true, and that he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of the said Court, this      day of      Anno Domini Two Thousand Three.

\_\_\_\_\_  
Tami B. Kline      Prothonotary

Commonwealth of Pennsylvania} ss  
County of Columbia

Recorded on this      day of      A.D. 2003, in the Recorder's office of said County, in Deed Book Vol. \_\_\_\_\_, Page \_\_\_\_\_  
Given under my hand and the seal of the said office, the date above written.

\_\_\_\_\_  
Beverly J. Michael      Recorder





# Columbia County Farmers National Bank

October 30, 2003

Harold R. Beitz  
Shirley L. Beitz  
213 W. Lloyd St.  
Shenandoah, PA 17976

Dear Mr. and Mrs. Beitz:

Pursuant to certain terms and conditions to be established, please let this letter serve as written documentation to you that you have been approved for financing up to \$225,000.00 for the purchase of the Girton, Oakes and Burger building located at 202 S. Chestnut St., Millville, PA. Should you have any questions, please do not hesitate to contact me at 570-387-4041. This pre-approval shall expire on November 7, 2003.

Thank you for your time and consideration.

Sincerely,

John P. Ford  
SVP/Chief Lending Officer

**Main Office:**

232 East Street  
Bloomsburg, PA 17815  
(570) 784-4400

**Branch Offices:**

Market Street  
Benton, PA 17814  
(570) 925-8181

Lightsstreet Road  
Bloomsburg, PA 17815  
(570) 784-5200

4242 Old Barwick Road  
Bloomsburg, PA 17815  
(570) 784-8474

State Street  
Millville, PA 17846  
(570) 458-5650

Main Street  
Orangeville, PA 17853  
(570) 833-8200

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

Paul R. Eyerly IV, Associate Publisher, being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily . continuously in said Town, County and State since the day of October 15, 22, 29, 2003 exactly as printed and published; that the affiant is one of the owners and publishers 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.

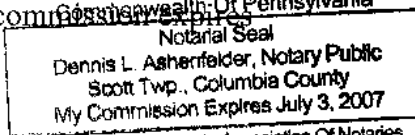


Sworn and subscribed to before me this 3rd day of November 2003



(Notary Public)

My commission expires July 3, 2007



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.

HARRY A. ROADARMEL, JR.



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

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

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

COLUMBIA COUNTY FARMERS NATIONAL  
BANK

VS.

GIRTON, OAKES, & BURGER, INC.

WRIT OF EXECUTION #      OF 2003 ED

POSTING OF PROPERTY

OCTOBER 1, 2003      POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE  
PROPERTY OF GIRTON, OAKES, & BURGER, INC. AT 202 S. CHESTNUT ST. MILLVILLE  
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF G. MILLARD.


SO ANSWERS:

  
DEPUTY SHERIFF

\_\_\_\_\_  
SHERIFF, HARRY A. ROADARMEL, JR.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7TH DAY OF OCTOBER 2003

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

PETER B. GRINSTEIN\*  
MICHAEL A. GALLO  
JAY M. SKOLNICK  
MARC S. STEIN  
JOSEPH C. LUCCI\*\*  
ROBERT S. HARTFORD, JR.  
DONN D. ROSENBLUM\*\*\*  
EDWARD F. SMITH  
TIMOTHY M. REARDON  
JOHN F. PETRONY  
FRANK J. MATUNE\*\*\*

**NADLER NADLER & BURDMAN Co., LPA**  
ATTORNEYS AND COUNSELORS AT LAW  
20 FEDERAL PLAZA WEST  
SUITE 600  
YOUNGSTOWN, OHIO 44503-1423  
TELEPHONE  
(330) 744-0247  
FAX  
(330) 744-8690

MURRAY A. NADLER  
(1899-1986)  
MYRON J. NADLER  
(RETIRED)  
B. RICHARD BURDMAN  
(RETIRED)  
\*ALSO ADMITTED  
IN WISCONSIN  
\*\*ALSO ADMITTED  
IN FLORIDA  
\*\*\*ALSO ADMITTED  
IN PENNSYLVANIA

September 18, 2003

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County  
Court House  
P. O. Box 380  
Bloomsburg, PA 17815

RE: Columbia County Farmers National Bank v. Girton, Oakes & Burger, Inc.  
Docket #108ed2003  
JD #475JD2003

Gentlemen:

Please be advised that PNII, Inc., Assignee of Provident Bank, asserts an interest in the property which is the subject of the above-captioned action. PNII asserts a mortgagee's interest junior to the claim of Columbia County Farmers National Bank, which mortgage was included among collateral given to secure indebtedness due from Defendant Girton, Oakes & Burger, Inc. upon which a balance of \$396,892.41 exists as of September 18, 2003. Assignment and mortgage documents enclosed.

Should you require any further information, please contact the undersigned.

Very truly yours,

NADLER NADLER & BURDMAN CO., LPA



MICHAEL A. GALLO

MAG:pp  
cc: Ron Creatore  
C:\My Documents\PNII\SHERIFF LTR.wpd  
Enclosures

# OPEN-END MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, INCOME AND PROCEEDS

Maximum Principal Amount \$2,250,000.00

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, INCOME AND PROCEEDS ("Mortgage") made as of the 4<sup>th</sup> day of January, 2001, by Girtan Systems, Inc (n.k.a Girtan, Oakes & Burger, Inc.), a Pennsylvania corporation, with a mailing address of 7661 South Avenue, Boardman, Ohio 44512 (hereinafter referred to as "Mortgagor," whether one or more) to THE PROVIDENT BANK, a banking corporation with a mailing address of One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter, together with its successors and assigns called "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to Mortgagee an Asset Based Loan and Security Agreement, one or more promissory notes (these promissory notes, together with any other promissory note or notes and any renewals, extensions or modifications thereof, and all notes issued in substitution or replacement thereof which remain outstanding while this Mortgage is in effect, shall hereinafter be referred to as the "Notes"), which Notes evidence a loan or loans in the maximum principal amount not to exceed \$2,250,000.00 (the "Loans") from Mortgagee to Mortgagor wherein Mortgagor promises to pay to Mortgagee so much thereof as may now or hereafter be disbursed to or for the account of Mortgagor, together with interest thereon as set forth in the Notes;

WHEREAS, Mortgagor and Mortgagee have entered into certain Notes, loan agreements, security agreements and other agreements, documents and instruments related thereto (the "Loan Documents");

WHEREAS, as an inducement for Mortgagee to extend credit to, and grant the Loans to and continue to extend credit to Mortgagor, Mortgagor has agreed to execute this Mortgage.

## ARTICLE I The Grant

NOW THEREFORE, in consideration of extending credit and/or the making of the Loans to Mortgagor, Mortgagor does hereby agree that the Mortgage shall secure the following: (a) the prompt payment of the indebtedness and other charges, costs, fees and expenses evidenced by the Notes and the Loan Documents, with interest thereon, and any late or other charges imposed in accordance with the terms thereof; (b) the payment, performance and observance by Mortgagor of all of the covenants and conditions contained in this Mortgage; and (c) the prompt payment of all debts, obligations or liabilities of every kind and description of Mortgagor to Mortgagee, now due or to become due, direct or indirect, absolute or contingent, presently existing or hereafter arising, joint or several, secured or unsecured, whether for payment or performance, regardless of how the same arise or by what instrument, if any, except that if such debts, liabilities or obligations shall be created in a "consumer credit transaction" as defined in Title I Consumer Credit Protection Act, 15 U.S.C.A. Sections 1601 et seq. as amended, or any successor federal statute containing substantially similar provisions, they shall not be secured by this Mortgage (items (a), (b), and (c) shall hereinafter collectively be referred to as the "Indebtedness Hereby Secured"), and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby mortgage, warrant, grant, bargain, sell, assign, encumber, convey and grant a first security interest to Mortgagee forever in all of the estate, title, and interest of Mortgagor in the fee simple, leasehold and easement estates in that certain real property situated in the Borough of Millville, County of Columbia and Commonwealth of Pennsylvania and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof ("Real Property");

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereto belonging, all present and future buildings, structures, annexations, access rights, rights-of-way or use, servitudes, licenses, and improvements thereon, all of the rights, privileges, licenses, easements and appurtenances belonging to such Real Property now or hereafter, together with all of the estates and rights in and to lands lying in streets, alleys and roads adjoining the said Real Property (collectively "Improvements") and all Mortgagor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all goods, chattels, fixtures, building materials, machinery, apparatus, equipment or articles now or hereafter erected or placed in or upon said Real Property or now or hereafter attached to or used or usable in connection with said Real Property or any business conducted thereon whether or not the same have or would become a part of said Real Property by attachment thereto, (collectively the "Personal Property") including, without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air conditioning, incinerating, sprinkling, gas, plumbing, waste removal and refrigeration systems, engines, furnaces, boilers, pumps, tanks, heaters, generators, motors, maintenance equipment, fire prevention apparatus, dryers and laundry equipment, office equipment and all pipes, wires, fixtures, and apparatus forming a part of or used in connection therewith; elevators and motors, refrigeration plants or units, cooking appliances, furniture, furnishings, televisions, beds, dressers, radios, lamps, telephones, cabinets, storm windows and doors, window and door screens, awnings and window and door shades, all drapes and curtains and related hardware and mounting devices, wall-to-wall carpeting; all equipment, machinery, furnishings, fixtures and inventory situated on the Real Property and used or usable in operation thereof as well as all additions, improvements and replacements thereto, and proceeds thereof; all water, sanitary and storm sewer systems including all water mains, service laterals and mineral rights, hydrants, valves and appurtenances, all sanitary sewer lines, including mains, laterals, manholes and appurtenances, all paving for streets, roads, walkways or entrance ways, all minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Real Property or under or above the same or any part or parcel thereof, all of the records and books of account now or hereafter maintained by Mortgagor in connection with the Real Property, all names as may be used for the Real Property and the goodwill associated therewith, all cash, accounts, accounts receivable, rents, general intangibles and other income including income from Mortgagor's business operations on the Real Property whether now existing or hereafter acquired, all proceeds, or sums payable in lieu of or as compensation for the loss or damage to Improvements or Personal Property or to the Real Property upon which the said property covered hereby is or may be located including without limitation the buildings or improvements now or hereafter located thereon, and all rights in and to all pertinent present and future fire, hazard, business interruption, rental interruption and other insurance policies maintained by Mortgagor on the Improvements, Personal Property and Real Property, all payment and performance bonds received in connection with any construction or other matter and all rights thereunder, all plans, specifications, drawings, studies, surveys, appraisals and other similar work product, all contracts for design, architectural, engineering or construction services and all rights and claims thereunder; all other contract rights and agreements for the protection of property or services to or in connection with, or otherwise benefiting the Real Property, including without limitation all management agreements and cable television agreements; all permits, licenses, variances, approvals and/or consents issued by any governmental entity, utility or other entity; all awards made by any public body or created by any competent jurisdiction for the taking or the degradation of value in any eminent domain proceedings, or purchase in lieu thereof; all of Mortgagor's interest and rights as lessor or lessee in and to all leases now or hereafter affecting the said Real Property or part thereof; all contracts for the sale of all or any portion of said Real Property and all contract rights relating to the purchase and maintenance of any equipment; all chattel paper, general intangibles and articles of personal property of every kind location upon or used in connection with the Real Property; all of which together with said Real Property, Improvements and Personal Property are hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD, the Premises unto the Mortgagee, its successors and assigns forever for the use and purposes hereinafter set forth.

## ARTICLE 2

### Representations and Warranties

2.1 Title. Mortgagor does hereby represent and warrant to Mortgagee that it is lawfully seized of the Premises in fee simple and has full power to convey the same and to execute this Mortgage; that the Premises are free, clear and unencumbered of all easements, restrictions, and liens whatsoever, except that lien to Columbia County Farmers National Bank in the face amount of \$295,000 which constitutes a first mortgage to the Real Property, taxes not yet payable, and other restrictions or approved by Mortgagee in writing (the "Permitted Encumbrances"); that Mortgagor does warrant and will defend the title to the Premises against the claims and demands of all persons whomsoever except for the Permitted Encumbrances; that there are no suits or proceedings pending or threatened against or affecting Mortgagor

and/or the Premises; that Mortgagor will keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed; and that Mortgagor will make any further assurances of title that Mortgagee may reasonably require.

2.2 **Mechanics Lien Matters.** Mortgagor represents and warrants that any and all payments to contractors, subcontractors, suppliers, materialmen and all other persons or entities providing any services or materials to the Real Property have been and will continue to be timely paid and that no lien or claim of lien shall arise or attach to the Real Property.

### ARTICLE 3 Covenants

Mortgagor further covenants and agrees with Mortgagee as follows:

3.1 **Payments.** To pay to Mortgagee, in accordance with the Loan Documents, when due, the principal balance of the Notes with interest thereon and all other late charges, penalties and/or prepayment penalties, costs, expenses, charges or other fees, all in accordance with the terms of the Notes and Loan Documents and to pay all other Indebtedness Hereby Secured at the times and in the manner herein and therein provided, including without limitation any indebtedness at any time owing by Mortgagor to Mortgagee, whether separately secured or otherwise, now owing or to be owed by Mortgagor (individually or collectively), together with interest thereon.

3.2 **Taxes and other Impositions.** To pay, when due according to law, all taxes, assessments and other charges which are now due or may hereafter be imposed or assessed upon the Premises, or any part thereof, or that may be imposed or assessed against the holder of this Mortgage and the Notes by reason of ownership thereof, by any authority, be it federal, state, county or city, including but not limited to charges imposed upon the Premises under any applicable declaration of condominium. Upon the failure of Mortgagor promptly to pay such taxes, assessments and other charges, Mortgagee shall have the option to pay and discharge the same without notice to Mortgagor, and any sum so expended by Mortgagee shall at once become indebtedness owing from Mortgagor to Mortgagee, shall be immediately due and payable by Mortgagor with interest thereon to the extent legally enforceable at the rate of interest provided in the Notes in the event of default and shall together be added to the Indebtedness Hereby Secured. Upon the request of Mortgagee, Mortgagor will promptly provide Mortgagee with evidence of payment of the above taxes, assessments and other charges imposed or assessed upon the Premises.

3.3 **Insurance.** For the term of this Mortgage, to obtain and keep in full force and effect at the sole cost and expense of Mortgagor or cause to be obtained and kept policies of insurance to: (a) maintain comprehensive general public liability insurance covering the legal liability of Mortgagor against claims for bodily injury, and/or property damage arising out of the use, maintenance and/or operation of the Premises and all areas appurtenant thereto and/or the conduct of Mortgagor's business in such amounts as Mortgagee may require but in no event less than \$1,000,000 for personal injury or death to one person, \$1,000,000 for personal injury or deaths in one accident and \$1,000,000 for property damage; (b) maintain "Broad form/special perils" insurance on any and all Improvements and Personal Property located on the Premises against loss by fire or other hazards in an amount not less than the full insurable value of the Improvements located on the Premises as Mortgagee may require; (c) in the event any of the Premises is located within a hundred year flood plain or area designated as subject to flood by the Federal Emergency Management Agency or other government agency, or when required by any federal, state or local law, statute, regulation or ordinance, maintain flood insurance in an amount Mortgagee deems appropriate; (d) satisfy all applicable workers' compensation insurance requirements; (e) maintain business interruption insurance and/or loss of "rental value" insurance in such amounts, and with such coverages, as may be reasonably satisfactory to Mortgagee, such insurance to be provided at such time as Mortgagee may specify but in no event later than the commencement of occupancy by any tenant; (f) during the course of any construction or repair of the Improvements on the Premises, maintain builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished; (g) obtain and maintain any other insurance concerning the Premises or operation of business thereon as Mortgagee may require, including, but not limited to, any applicable condominium insurance or PUD insurance.

All such policies of insurance shall be written by a company or companies acceptable to Mortgagee; shall have attached thereto the standard form of Mortgagee clause; shall name Mortgagee as a named insured, loss payee and as Mortgagee, without contribution; shall be delivered to and held by Mortgagee; shall provide for thirty (30) days prior written notice of cancellation or nonrenewal to Mortgagee; shall have attached thereto an agreed amount endorsement; shall include a provision stating that the waiver of subrogation rights of the insured does not void the coverage; shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policy, nor any breach of any warranty, declaration or condition by the insured, will affect the validity or enforceability of such insurance as against Mortgagee, shall contain the agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Mortgagor shall furnish or shall cause to be furnished to Mortgagee an original policy of all required policies of insurance along with proof of premiums paid for the current policy year and each subsequent year for the term of this Mortgage. This Mortgage shall operate as an assignment to Mortgagee of said policies of insurance, whether delivered or not. Subject to the rights of the holder of any Permitted Lien, at the option of the Mortgagee the proceeds of loss under any policy of insurance, whether endorsed payable to the Mortgagee or not, may be applied in payment of the Notes or any other sum secured by this Mortgage, whether or not such sums are then due, or to the restoration or replacement of any buildings on the Premises without in any way affecting the lien of this Mortgage or the obligation of the Mortgagor or any other person for payment of the Indebtedness Hereby Secured.

If the Premises are sold following foreclosure or if Mortgagee acquires title to the Premises, Mortgagee, subject to the rights of the holder of any Permitted Lien shall have all the right, title and interest of the Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Premises prior to such sale or acquisition.

Upon the failure of Mortgagor to provide or cause to be provided the aforesaid insurance, Mortgagee shall have the option to procure and maintain such insurance without notice to Mortgagor. Any sum so expended by Mortgagee shall at once become indebtedness owing from Mortgagor to Mortgagee and shall immediately become due and payable by Mortgagor with interest thereon to the extent legally enforceable, at the rate of interest provided in the Notes in the event of a default, and shall together be added to the Indebtedness Hereby Secured.

3.4 **Tax and Insurance Escrow Deposits.** In the event of either (1) Mortgagor's failure to pay all taxes and assessments pursuant to Section 3.2 herein or failure to maintain insurance in accordance with the terms of Section 3.3 herein, or; (2) an Event of Default occurs under the Notes, this Mortgage or any of the Loan Documents, Mortgagor shall, at Mortgagee's request, pay to Mortgagee monthly on or before the first day of each month, an amount equal to 1/12th of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, assessments, charges or claims, and any other items which at any time may be or become a lien upon the Premises prior to the lien of this Mortgage. The amounts so paid shall be security for the insurance premiums, real estate taxes and other items and shall be used in payment thereof, if Mortgagor is not otherwise in default hereunder. However, if pursuant to any provision of this Mortgage or the Notes, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire Indebtedness Hereby Secured. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver, may reinstate the provisions of this section requiring the monthly payments prescribed herein.

3.5 **Condition of Property; Compliance with Law; Waste.** To keep the Premises in good condition and repair and to make all structural and nonstructural repairs and maintenance necessary and to cause all repairs and maintenance to be done in a good and workmanlike manner; to comply in all respects with all statutes, laws, ordinances and governmental rules, regulations and orders which are applicable to the Mortgagor's business or properties; not to commit or permit waste on the Premises or remove or permit the removal of any building, improvement, or fixture from the Premises; not to perform or permit any act which may in any way impair the value of the Premises or allow changes in the use for which the Premises was intended at the time this Mortgage was executed.

3.6 **No Further Encumbrances; No Disposition.** Not to make, create, or suffer to be made or created any sale, transfer, conveyance, assignment or further encumbrance of the Premises, or any part thereof, or any interest therein or any contract or agreement to do any of the same without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole and absolute discretion. A sale, transfer, conveyance or assignment means the conveyance by the Mortgagor of any legal or equitable right, title or interest in the Premises, or any part thereof, whether such conveyance is voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, lease option contract, or any other method of transferring any interest in real property. Any encumbrance means a lien, mortgage or any other encumbrance subordinate to Mortgagee's Mortgage which has not been paid or otherwise fully bonded within thirty (30) days. Any change in the persons or entities holding the legal or beneficial ownership of ten percent (10%) or more of any class of stock of a corporate mortgagor shall be considered to be a sale or transfer within the meaning of this Section 3.6 and shall not be made without the Mortgagee's prior written consent except that any such deemed sale or transfer shall be permissible,

regardless of the percentage of ownership transferred, if made to an entity or trust held for the benefit of the shareholders and/or their immediate families. Further, in the event of default under any of the provisions of this Section 3.6, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Notes and in the same manner as with the Mortgagor and may forbear to sue or may extend time for payment of the Notes without discharging or in any way affecting the liability of the Mortgagor hereunder or under the Notes.

**3.7 Condemnation.** To promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Premises, or part thereof, and Mortgagee, subject only to the rights of the holder of any Permitted Lien, shall appear in and prosecute any such action or proceedings. Mortgagor authorizes Mortgagee at Mortgagee's option, as attorney in fact for Mortgagor (which authorization shall be irrevocable) to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Premises, whether direct or indirect and to settle or compromise any claim in connection with such condemnation or other taking. Subject only to the rights of the holder of any Permitted Lien, the proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Premises or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee; and all condemnation money so received shall be forthwith applied by Mortgagee, at its option in payment of the Notes, or any other sum secured by this Mortgage whether or not such sums are then due, or to the restoration or replacement of any part of the Premises without in any way affecting the lien of this Mortgage or the obligation of the Mortgagor or any other person for payment of Indebtedness Hereby Secured; provided however that any excess over the balance due under the Notes and any other indebtedness secured by this Mortgage shall be delivered to Mortgagor.

**3.8 Assignment of Rents, Income, Proceeds and Leases.** Mortgagor does hereby assign and grant a security interest to the Mortgagee in all the cash, accounts, accounts receivable, general intangibles, rents, income, including income from Mortgagor's business operations on the Real Property, as additional security for the Indebtedness Hereby Secured and Mortgagee shall have the right, at any time after the default in payment of the Indebtedness Hereby Secured or in default of the performance of any of the terms, covenants, and conditions of this Mortgage, without notice and without regard to the adequacy of any security for the Indebtedness Hereby Secured and with or without the appointment of a receiver, to enter upon and take possession of the Premises and collect such cash, accounts, accounts receivable, general intangibles, rents, and income, including income from Mortgagor's business operations on the Real Property, including those past due and unpaid and apply the same, less the cost of operation, maintenance and repair and reasonable collection, management and attorney fees, in reduction of any Indebtedness Hereby Secured in such order or proportion as Mortgagee may determine. The collection of such cash, accounts, accounts receivable, general intangibles, rents, and income, including income from Mortgagor's business operations on the Real Property, shall not cure or waive any default hereunder. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Premises by reason of anything done or left undone by Mortgagee under this Section, and Mortgagor shall indemnify Mortgagee from any and all liability, loss or damage which it may incur under any lease or by reason of assignment thereof and from any claims or demands which may be asserted against it by reason of any alleged obligation on its part to perform any of the terms of said lease except as to reckless or willful misconduct on the part of Mortgagee or its assigns. Mortgagor warrants that except for the Permitted Lien there are no outstanding assignments or pledges of the cash, accounts, accounts receivable, general intangibles, rents, and income, including income from Mortgagor's business operations on the Real Property, and there are no existing defaults under the provisions of any of the existing leases and that the tenants have no defenses, setoffs or counterclaims against Mortgagor under the existing leases.

Mortgagor further covenants that Mortgagor shall not make or suffer to be made any lease of the Premises or any part thereof or any modification or extension of any existing or future lease without the prior written consent of Mortgagee. In addition, Mortgagor covenants not to amend, modify or cancel any existing or future lease or reduce the amounts of the rents or other payments thereunder or release the tenants under any lease from the obligations to be performed by such tenants without Mortgagee's prior written consent. Mortgagor further covenants to fully and timely perform Mortgagor's obligations under all such leases and not to accept any prepayment of rent for more than thirty (30) days in advance without Mortgagee's prior written consent. Upon Mortgagee's request from time to time, Mortgagor shall furnish Mortgagee a statement, in affidavit form and in such reasonable detail as Mortgagee may require, of all leases on the Premises and, on demand, to furnish Mortgagee executed counterparts of any and all such leases.

**3.9 Books and Records; Financial Information.** With respect to the Premises and the operation thereof, Mortgagor will keep or cause to be kept proper books of record in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to inspect the books and records of the operation of the Premises and make copies thereof at all reasonable times and upon reasonable notice to Mortgagor. Mortgagor shall furnish to Mortgagee within ninety (90) days after the end of each fiscal year of Mortgagor, a statement of income and surplus of Mortgagor for such fiscal year, in reasonable detail and stating in comparative form the figures as of the end of the previous fiscal year, including statements of income and expense relating to operations of the Premises, and at the request of Mortgagee, certified as to the correctness by a certified public accountant. In addition, Mortgagor will furnish to Mortgagee such interim financial statements and copies of federal income tax returns as Mortgagee may request, certified by Mortgagor in such form as may be acceptable to Mortgagee. Further, Mortgagor shall cause any other guarantors of any of the Notes to provide annual financial statements to Mortgagee in such form and substance as is satisfactory to Mortgagee.

**3.10 Liability For All Loan Administration and Enforcement Expenses.** Mortgagor shall pay all sums, including costs, expenses and reasonable attorney fees which Mortgagee may incur in the making of the Loans and the administration thereof including title examination and title insurance premiums and expenses, appraisal fees, survey fees, inspection fees incurred by Mortgagee to establish or preserve the lien of this Mortgage or its priority, or in connection with any suit to enforce this Mortgage to recover the Indebtedness Hereby Secured, or to protect the security of this Mortgage. All such sums shall be immediately due and payable, shall bear interest at the highest rate of interest provided in the Notes in the event of default, and shall, together with such interest, be added to the Indebtedness Hereby Secured.

**3.11 Application of Funds.** Unless applicable law, the Notes or the Loan Documents provide otherwise, all payments received by Mortgagee from Mortgagor under the Notes or this Mortgage shall be applied by Mortgagee in the following order of priority:

- Amounts advanced by Mortgagee in accordance with the terms of this Mortgage, the Notes or the Loan Documents, together with interest thereon;
- All past due and current amounts due Mortgagee from Mortgagor for deposits established pursuant to Section 3.4;
- All late charges, penalties and/or prepayment penalties due Mortgagee from Mortgagor pursuant to the provisions of the Notes, Mortgage and Loan Documents;
- Interest payable on the Notes;
- Principal balance of the Notes; and
- All other Indebtedness Hereby Secured.

**3.12 Construction.** To notify and obtain the written approval of Mortgagee prior to undertaking any construction or renovation on the Premises; to comply with all applicable lien laws and all requirements of Mortgagee in connection therewith; and to diligently undertake, perform and complete on a timely basis and in a good and workmanlike manner any such construction approved by Mortgagee in accordance with the schedules and plans and specifications provided to Mortgagee and any other representations made to Mortgagee.

**3.13 Environmental Conditions.** Mortgagor represents and warrants to Mortgagee based upon the knowledge of its principals (which for the purposes of this Agreement shall be deemed to be their knowledge had they performed a reasonably thorough inquiry of all of the matters warranted and represented herein) (a) that Mortgagor has no knowledge or information which would put a reasonable person on notice or cause such person to make inquiry concerning the likelihood or presence of any hazardous waste condition or any factor contributing to a risk to the environment located on or emanating from the Premises; (b) that no environmental enforcement action(s) against or concerning the Premises either pending or threatened and Mortgagor will notify Mortgagee if any such action is commenced; (c) that Mortgagor will maintain and operate the Premises, or cause the Premises to be maintained and operated, during the term of the Mortgage in compliance with all applicable environmental laws of the state where the Premises are located and of the United States of America; (d) that Mortgagor will remedy to the minimal extent required by the law any contamination that may be discovered on the Premises; and (e) Mortgagor will indemnify and hold Mortgagee harmless from and against all losses or damages arising from hazardous waste conditions or risks to the environment which will result in claims against or liability of Mortgagee as holder of this Mortgage or subsequent owner of the Premises.

**3.14 Indemnification of Mortgagee.** To indemnify Mortgagee for and hold Mortgagee harmless from and against any loss suffered or any liability, cost or expense, including without limitation, reasonable attorneys' fees, incurred by Mortgagee on account of any damage to the person or property of the parties hereto or of

any third parties by reason of or in connection with the use, operation, maintenance, repair or management of the Premises, whether or not such damage is partly due to the negligence of Mortgagee, or its employees, agents, unless such damage was caused solely by the acts of Mortgagee or its employees or agents while on the Premises. Mortgagor shall undertake, at their sole expense and through counsel satisfactory to Mortgagee, the defense of Mortgagee in any lawsuit commenced as the result, or alleged to be the result, of injury or damage occurring by reason of or in connection with the use, operation, maintenance, repair or management of the Premises. This provision 3.14 shall survive the expiration or other termination of this Agreement.

#### ARTICLE 4 Events of Default

Each of the following shall be deemed to be an "Event of Default":

- 4.1 The occurrence of any Event of Default under any of the Loan Documents.
- 4.2 Default in the payment when due of any other Indebtedness Hereby Secured;
- 4.3 Default in the payment when due of principal, interest or any other amounts due under the Notes;
- 4.4 The failure to obtain and keep in force at all times all insurance on the Premises and contents thereof and other insurance coverages in accordance with the terms of this Mortgage;
- 4.5 An encumbrance on or sale of the Premises, or any part thereof, in violation of Section 3.6 herein;
- 4.6 The filing of any lien or charge against the Premises or any part thereof which is not removed or bonded to the satisfaction of Mortgagee within a period of thirty (30) days thereafter;
- 4.7 The failure to observe or perform any one or more of the other terms, covenants or other obligations on the part of Mortgagor set forth in the Notes, this Mortgage, or the Loan Documents and such default is not fully cured within thirty (30) days after Mortgagee has given written notice thereof to Mortgagor; provided, however, that if such default is curable, and if and so long as Mortgagor is proceeding with due diligence to cure the default, such period will be extended to whatever reasonable period is required to permit the Mortgagor to cure the default; provided that such additional curing period does not, in Mortgagee's sole opinion, jeopardize its vital interest in the Premises (However, nothing in this Section 4.7 shall act to extend any shorter cure period stated in any other Loan Document);
- 4.8 The abandonment by Mortgagor of all or a part of the Premises;
- 4.9 In the case where Mortgagor is a corporation, partnership, limited liability company or trust entity, the dissolution or cessation of existence as a legal entity of Mortgagor;
- 4.10 Any certification, representation or warranty of Mortgagor under this Mortgage or any of the Loan Documents or any other information provided to Mortgagee by Mortgagor or his representatives in connection with the Premises is determined to have been untrue and/or misleading in any material effect when made;
- 4.11 Upon the filing of any bankruptcy proceeding by Mortgagor or upon the filing of any bankruptcy proceeding against Mortgagor which is not dismissed within thirty (30) days; any assignment by the Mortgagor of any of its property for the benefit of creditors, or the placing of any of Mortgagor's property in receivership, trusteeship or conservatorship with or without action or suit in any court; and

#### ARTICLE 5 Remedies

5.1 **Mortgagee's Remedies.** Upon the occurrence of an Event of Default, Mortgagee shall have the right to exercise all rights and remedies provided by law or in equity to which Mortgagee is entitled, including without limitation: (a) the right to proceed to protect and enforce its rights by any action at law, in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or for an injunction against a violation of any of the terms, conditions, or provisions hereof or in the aid of the exercise of any power granted hereby or by law; (b) the right to declare the entire amount of the Notes and all interest thereon, or, at its option, any part of the foregoing, to be immediately due and payable without further demand or notice; (c) the right to, at any time or from time to time, proceed at law or in equity or otherwise to foreclose the lien on this Mortgage as against all or any part of the Premises; (d) upon the filing of a suit or other commencement of judicial proceeding to enforce the rights of the Mortgagee under this Mortgage, Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Premises and to receive all receipts therefrom pending such proceedings, with such power as the court making such appointment shall prefer; and (e) the right to demand that Mortgagor surrender the possession of the Premises subject to the rights of any lessee, to take possession of all or any part of the Premises together with all books, papers and accounts of Mortgagor pertaining thereto and to operate and manage the same and from time to time to make all needful repairs and improvements as Mortgagee may deem reasonable; and to lease the Premises or any part thereof in the name of and for the account of the Mortgagor and to collect and receive and sequester the rents, revenues and other income after deducting all proper costs and expenses of so taking, holding and managing the same including reasonable compensation to Mortgagee.

5.2 **Rights and Remedies Cumulative; No Waiver or Release of Obligation.** The rights and remedies of the Mortgagee as provided in this Mortgage and in the other Loan Documents, and in the warranties contained herein and therein shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or against the Premises, or both, in the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise.

Any failure by Mortgagee to insist upon strict performance by Mortgagor or any of the terms and provisions of this Mortgage or of the Notes shall not be deemed a waiver of any of the terms or provisions of this Mortgage or the other Loan Documents. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default hereunder by Mortgagee shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

5.3 **Reasonable Expenses.** Upon an Event of Default hereunder, Mortgagor shall pay to Mortgagee such further amount as shall be sufficient to reimburse it fully for all reasonable costs and expenses of collection of the Notes, the enforcement of any security for the Notes or the enforcement and protection of any other rights under the other Loan Documents, including without limitation, Mortgagee's fees and expenses for enforcing this Mortgage or any rights hereunder, reasonable attorneys', accountants' and appraisers' fees and expenses, court costs and any taxes and fees or government charges incident to such enforcement of rights and collection.

#### ARTICLE 6 Mortgage as Security Agreement

6.1 **Uniform Commercial Code Security Interest.** In addition to being a mortgage, this Mortgage constitutes a security agreement under the Uniform Commercial Code as adopted in the State of Ohio and creates a security interest in favor of the Mortgagee in and to all that property (and the proceeds, successions and replacements thereof, and the proceeds of any insurance on such property) included in the Premises or elsewhere which is or may otherwise be deemed "personal property". Mortgagor hereby grants Mortgagee a security interest in said items and all substitutions, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein or affixed thereto in which Mortgagor acquires an interest and the proceeds thereof (sometimes referred to herein collectively as the "Collateral"). Mortgagor agrees that Mortgagee may file this Mortgage or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above as part of the Premises. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request any financing statements as well as extensions, renewals and amendments thereof and reproductions of this Mortgage in such form as Mortgagee may require, to perfect or protect the security interest hereby created with respect to the Collateral, or to more fully describe the Collateral. Notwithstanding any release of any or all of the property included in the Premises which is deemed "real property," any proceedings to foreclose this Mortgage, or its satisfaction of record, the terms hereof shall survive as the security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the Indebtedness hereby Secured.

6.2 **Restriction Against Granting Further Security Interest.** Mortgagor shall not, without the prior written consent of Mortgagee, create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the Premises and/or Collateral (or any portion thereof) including replacements and additions thereto.



6.3 Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagee contained in this Mortgage, including the covenant to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option may also invoke all other remedies as provided herein. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified herein as part of the Premises separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or any of the other remedies provided herein.

#### ARTICLE 7 Miscellaneous

7.1 Binding Effect. All of the terms, covenants and conditions of this Mortgage shall bind Mortgagor and Mortgagor's respective heirs, devisees, administrators, executors, successors and assigns and shall inure to the benefit of and be available to Mortgagee, and its successors and assigns.

7.2 Interpretation; Time of the Essence. All references to Mortgagor and Mortgagee shall be read in the singular or plural and in the masculine, feminine, or neuter gender, as the sentence may require. Time is of the essence with respect to each and every obligation of Mortgagor under this Mortgage and the other Loan Documents.

7.3 Governing Law. This Mortgage shall be governed by the laws of the State of Ohio. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Notes or other Loan Documents which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable.

7.4 Covenants Run With Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

7.5 Headings. The headings to the articles and sections hereof are for reference only and do not limit in any way the content thereof.

7.6 Additional Assurances. Mortgagor hereby agrees to promptly execute and deliver such further instruments and assurances and will do such further acts as Mortgagee may reasonably request to perfect the security interest of Mortgagee in all or any portion of the Premises and/or to more effectively carry out the purposes of the Notes, Mortgage and/or other Loan Documents.

7.7 Open-End Mortgage. This Mortgage is given to, and the parties intend that it shall secure, among other items, the Loan Documents which evidence and secure Mortgagor's indebtedness in a maximum amount of Two million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000), which indebtedness may include advances made by Mortgagee to Mortgagor, after this Mortgage is filed of record. The maximum amount of the unpaid balance of such indebtedness, in the aggregate and exclusive of interest thereon, which is or will be outstanding at any time, is that set forth above, provided that this Mortgage shall also secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Premises.

7.8 Obligations Unconditional. The obligations of the Mortgagor to make payments of any and all amounts due hereunder shall be absolute and unconditional without defense or set-off by reason of any default whatsoever, including, without limitation, a default by any tenant of the Premises under any lease with the Mortgagor or under any other agreement or instrument between the Mortgagee and the Mortgagor, and such payments to Mortgagee shall not be decreased, abated, postponed or delayed for any reason whatsoever, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Premises, the taking of any part of the Premises, commercial frustration of purpose, failure of any person to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Mortgage, the Notes, or any other Loan Document, or failure of any resident or occupant of the Premises to pay the fees, rentals or other charges owed to Mortgagor, and irrespective of whether or not any such resident or occupant of the Premises receives either partial or total reimbursement as a credit against such payment, it being the intention of the parties that the payments required of the Mortgagor hereunder will be paid in full when due without any delay or diminution whatsoever.

**7.9 Waiver of Jury Trial. In consideration for the extension of the Loans to Mortgagor by Mortgagee, Mortgagor hereby expressly waives the right to trial by jury in any lawsuit or proceeding related to this Mortgage or arising in any way from the Indebtedness Hereby Secured or the transactions between Mortgagor and Mortgagee.**

NOW, THEREFORE, if Mortgagor shall well and truly pay and discharge the Indebtedness Hereby Secured as the same shall become due and payable and shall perform and observe all of the terms, covenants and conditions to be performed and observed by Mortgagor hereunder then this conveyance shall be null and void and shall be released by Mortgagee at the expense of Mortgagor; otherwise this Mortgage is to remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the year and date first above written.

WITNESSES:

MORTGAGOR:

GIRTON, OAKES & BURGER, INC.

By: Ronald M. Creature, Pres.

Its: PRESIDENT

Julie Ann Shover  
Printed: Julie ANN SHOVER  
Jeffrey T. Witschey  
Printed: Jeffrey T. Witschey

STATE OF OHIO

COUNTY OF Summit ) SS:

The foregoing instrument was acknowledged and executed before me this 4<sup>TH</sup> day of January, 2001, by RONALD CREATURE PRESIDENT, its RONALD CREATURE, on behalf of GIRTON, OAKES & BURGER, an Ohio corporation, who acknowledged that said execution was his/her free act and deed and the free and duly authorized act and deed of said corporation.

This instrument was prepared by:  
Mark E. Krohn, Esq.  
Brennan, Manna & Diamond, LLC.  
The Carnegie Building  
76 East Market Street  
Columbus, Ohio 44308  
(614) 253-5060  
Provident/US Sanitary Mortgage

Julie A. Shover  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires  
October 27, 2001

ALL those three certain pieces, parcels and tracts of land together with all the buildings and improvements thereon situate, in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**PARCEL NO. 1:**

**BEGINNING** at the center of an iron stake on the East side of Black Top Road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow;

**THENCE** along the east side of said black top road, South thirty-five degrees zero minutes East (S.35°00'E.) one hundred (100') feet to the center of an iron stake;

**THENCE** North fifty-five degrees zero minutes East (N.55°00'E.) along property of Grantor, one hundred fifty-four and four tenths (154.4') feet to the center of an iron stake and property of grantor;

**THENCE** North thirty-five degrees zero minutes West (N.35°00'W.) parallel with the aforesaid black top road, and along property of grantor one hundred (100') feet, to the center of an iron stake, and property of Frank Bartlow;

**THENCE** along the property of Frank Bartlow, South fifty-five degrees zero minutes West (S.55°00'W.) one hundred fifty-four and five tenths (154.5') feet to the center of an iron stake on the east side of aforesaid black top road, the place of **BEGINNING**.

**PARCEL NO. 2:**

**BEGINNING** at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the Southwest corner of lands of Milco Realty Corporation;

**THENCE** along the lands of said Milco Realty Corporation, North fifty-five degrees zero minutes East (N.55°00'E.) one hundred fifty-four and five tenths (154.5') feet to an iron pin;

**THENCE** along same and along lands of Frank Bartlow North thirty-five degrees zero minutes West (N.35°00'W.) two hundred seventy-one (271.00') feet to an iron pin;

**THENCE** along same North eleven degrees thirty-one minutes fifty-one seconds East (N.11°31'51"E.) one hundred forty-five and eighty-two hundredths (145.82') feet to an old iron pin and lands of Friends Meeting House;

**THENCE** along lands of Friends Meeting House North sixty-three degrees forty minutes East (N.63°40'E.) one hundred fifty-nine and thirty-three hundredths (159.33') feet to an iron pin and lands of the Millville Cemetery;

**THENCE** along lands of said Cemetery South forty-three degrees forty-one minutes East (S.43°41'E.) five hundred three and eight hundredths (503.08') feet to an iron pin and lands of E. Joe and Madalyn H. Phares;

mmz 6/7

THENCE along lands of said Phares South fifty-five degrees zero minutes West (S.55°00'W.) four hundred ninety-three and seventy-nine hundredths (493.79') feet to an iron pin on the northeasterly right-of-way of Chestnut Street;

THENCE along said right-of-way North thirty-five degrees zero minutes West (N.35°00'W.) one hundred fifty (150.00') feet, to the place of BEGINNING. Containing 3.952 acres of land in all.

Description of Parcel No. Two prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

PARCEL NO. 3:

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being one hundred fifty-four and five tenths (154.5') feet distant on a course running North fifty-five degrees zero minutes East (N.55°00'E.) from an iron pin at the northwest corner of lands of Milco Realty Corp.;

THENCE along lands of Milco Realty Corp. South fifty-five degrees zero minutes West (S.55°00'W.) forty-five and five tenths (45.5') feet to a point and lands of Frank Bartlow;

THENCE along lands of said Bartlow North thirty-five degrees zero minutes West (N.35°00'W.) thirty-five and five tenths (35.5') feet to a point;

THENCE along same North fifty-five degrees zero minutes East (N. 55°00'E.) forty-five and five tenths (45.5') feet to a point and lands of Milco Realty Corp.;

THENCE along lands of Milco Realty Corp. South thirty-five degrees zero minutes East (S.35°00'E.) thirty-five and five tenths (35.5') feet to the place of BEGINNING. Containing 1615.25 square feet of land in all.

Description of Parcel No. Three prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

*mm 7/7*

LDING

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

OFFICE OF F.A.I.R.  
DEPARTMENT OF PUBLIC WELFARE  
PO BOX 8016  
HARRISBURG, PA 17105

2. Article Number

(Transfer from service label)

7002 3150 0006 4911 8571

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Girton, Oakes, & Burger, Inc.  
6971 Southern Boulevard, Ste A  
Boardman, OH 44512

2. Article Number

(Transfer from service label)

7002 3150 0006 4911 8557

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**SENDER: COMPLETE THIS SECTION**

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

U. S. SMALL BUSINESS ADMINISTRATION  
PHILADELPHIA DISTRICT OFFICE  
ROBERT N.C. NIX FEDERAL BUILDING  
900 MARKET STREET- 5<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19107

2. Article Number

(Transfer from service label)

7002 3150 0006 4911 8595

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

108

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

INSYLVANIA  
JE-ATTN: SHERIFF SALE

CTION

30

## NOTE AND LOAN DOCUMENT SALE AGREEMENT

THIS NOTE AND LOAN DOCUMENT SALE AGREEMENT (this "Agreement") is made and entered by and between THE PROVIDENT BANK, an Ohio banking corporation (the "Bank") and PNH, INC., AN OHIO CORPORATION (the "Buyer"), effective as of the date of acceptance hereof by the Bank.

### RECITALS:

A. Pursuant to a Loan and Security Agreement, dated as of January 4, 2001 (the "Loan Agreement"), the Bank made available to U.S. Sanitary Corporation, an Ohio corporation ("U.S. Sanitary") and Girton, Oakes & Burger, Inc., a Pennsylvania corporation ("GOB", and together with U.S. Sanitary, the "Borrowers" and each a "Borrower") a five (5) year term loan in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Term Loan"), and a revolving loan in the maximum principal amount of up to Two Million Dollars (\$2,000,000) (the "Revolving Loan", and together with the Term Loan, the "Loans"). The Term Loan is evidenced by a Promissory Note, dated January 4, 2001, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) made by the Borrowers in favor of the Bank (the "Term Loan Note"). The Revolving Loan is evidenced by a Revolving Credit Promissory Note, dated January 4, 2001, in the principal amount of Two Million Dollars (\$2,000,000) made by the Borrowers in favor of the Bank (the "Revolving Loan Note", and together with the Term Loan Note, the "Notes"). In addition to the Loans, the Bank has extended to GOB a credit card line of credit in the maximum principal amount of Twenty-Five Thousand Dollars (\$25,000) (the "Credit Card Line of Credit").

B. The Loans and the Credit Card Line of Credit are secured by, among other things, a security interest in the Collateral (as defined in the Loan Agreement). The security interest in the Collateral has been perfected by the filing of certain UCC financing statements (the "Financing Statements") in various UCC filing offices as set forth in Exhibit A attached hereto.

C. The Loans and the Credit Card Line of Credit are also secured by (i) a pledge of all of the shares of U.S. Sanitary pursuant to three (3) separate Stock Pledge Agreements, each dated January 4, 2001 (the "U.S. Sanitary Stock Pledge Agreements"), between the Bank and William E. Sayavich, Ronald M. Creatore, Trustee under The Ronald M. Creatore Living Trust UTA 10/20/94 and David W. Barnitt, respectively, (ii) a pledge of all of the shares of GOB pursuant to a Stock Pledge Agreement, dated January 4, 2001 (the "GOB Stock Pledge Agreement"), between the Bank and U.S. Sanitary, (iii) a pledge of certain funds deposited with the Bank in Account No. 7308077 at the Bank pursuant to a Pledge Agreement, dated January 4, 2001 (the "Account Pledge Agreement"), among the Bank and William E. Sayavich, Ronald M. Creatore and David W. Barnitt, (iv) a pledge of certain additional funds deposited with the Bank in Account No. 0389991 at the Bank, (v) three (3) separate Assignments of Life Insurance As Collateral, dated January 4, 2001 (the "Life Insurance Assignments") made by U.S. Sanitary in favor of the Bank, and (vi) a lien on certain real property owned by GOB pursuant to an Open-End Mortgage, Security Agreement and Assignment of Rents, Income and Proceeds, dated January 4, 2001, and recorded on January 19, 2001 as Instrument Number 200100518 in the Real Estate Records of Columbia County, Pennsylvania (the "Mortgage").

# EXHIBIT "A"

*mm*  
*1/1*

The Loans also are guarantied by William E. Sayavich, Ronald M. Creatore, Ronald M. Creatore, Trustee under The Ronald M. Creatore Living Trust UTA 10/20/94 and David W. Barnitt (each a "Guarantor", and collectively, the "Guarantors") pursuant to a Continuing Unconditional Guaranty, dated as of January 4, 2001 (the "Guaranty").

D. The Borrowers have defaulted in their obligations in respect of the Loans. On February 11, 2003, the Bank notified the Borrowers of the existence of the events of default and gave the Borrowers five calendar days to cure such defaults. The Borrowers have failed to cure such defaults, and the Borrowers and the Bank have engaged in discussions concerning the terms upon which the Bank would agree to forbear from exercising its rights and remedies against the Borrowers and the Guarantors for a limited period of time. However, as a result of various disputes among the shareholders of U.S. Sanitary, the Borrower and the Bank have been unable to reach agreement as to the terms of a forbearance acceptable to the Bank.

E. The Bank is unwilling to continue as a lender to the Borrowers and has agreed with the Buyer that the Bank would sell to the Buyer, and the Buyer has agreed to purchase from the Bank all of the Bank's right, title and interest in and to the Loan Agreement, the Note, the U.S. Sanitary Stock Pledge Agreements, the GOB Stock Pledge Agreement, the Account Pledge Agreement, the Life Insurance Assignments, the Mortgage, the Guaranty and all other documents evidencing and/or securing the Loans (the "Purchased Assets") for the purchase price and upon and subject to the terms and conditions hereinafter set forth.

F. As of April 9, 2003, (i) the outstanding principal balance of the Term Loan was \$137,499.91, and accrued and unpaid interest in respect of the Term Loan was \$152.78, (ii) the outstanding principal balance of the Revolving Loan was \$1,458,728.00, and accrued and unpaid interest in respect of the Revolving Loan was \$1,105.95, and (iii) the outstanding balance under the Credit Card Line of Credit was \$18,076.66. The Buyer acknowledges that (w) the Revolving Loan is a revolving credit facility and, as such, the principal balance outstanding fluctuates daily, (x) additional charges may be incurred under the Credit Card Line of Credit after April 9, 2003, (y) interest will continue to accrue on a daily basis on all outstanding obligations from and after April 9, 2003, and (z) the Bank has incurred and, will continue to incur, attorneys fees and expenses in connection with the default by the Borrowers and the enforcement by the Bank of its rights and remedies.

#### AGREEMENTS:

In consideration of the foregoing Recitals and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. AGREEMENT TO PURCHASE. In consideration of the payment by the Buyer of the Purchase Price (as hereinafter defined), and the other agreements of the Buyer set forth herein, the Bank hereby agrees to sell, assign and transfer to the Buyer, without recourse, representation, warranty or guarantee of any kind, other than as expressly provided for in this Agreement, all of the Bank's right, title and interest in and to the Purchased Assets.

2. PURCHASE PRICE. The Buyer agrees to pay to the Bank for the Purchased Assets a purchase price (the "Purchase Price") in an amount equal to 100 % of all principal, interest, late charges, and other fees and expenses owed by the Borrowers, or either of them, to the Bank on the Closing Date (as hereinafter defined). The Purchase Price shall be payable as follows:

*plus \$100.00 more*

(a) An earnest money deposit of Five Hundred Forty Five Thousand Dollars (\$545,000.00) (the "Earnest Money Deposit") shall be paid by the Buyer to the Bank in good funds contemporaneously with the execution of this Agreement; and

(b) The balance of the Purchase Price shall be paid to the Bank on the Closing Date by wire transfer in accordance with wire transfer instructions to be provided by the Bank to the Buyer prior to the Closing Date.

The Bank will advise the Buyer of the current outstanding amount of principal, interest, late charges and other fees and expenses owed by the Borrowers, or either of them, to the Bank and the resulting Purchase Price as of the close of business on the business day immediately preceding the Closing Date.

3. LETTERS OF CREDIT. The Buyer acknowledges that at the request of the Borrowers the Bank has issued two (2) letters of credit on behalf of GOB, one for the benefit of Shin Feng Yu Enterprises Co., Ltd. in the face amount of \$16,990.50, and one (1) for the benefit of Muneex Impex in the face amount of \$27,826.50 (the "Letters of Credit"). On the Closing Date, the Buyer shall deposit with the Bank cash in the full face amount of the Letters of Credit (the "Letter of Credit Deposit"). The Letter of Credit Deposit shall be held by the Bank as collateral security for the obligations of the Bank in respect of the Letters of Credit. If the Letters of Credit are drawn upon, the Bank shall offset the amount paid thereunder against the Letter of Credit Deposit. Any Letter of Credit Deposit remaining after expiration of the last of the Letters of Credit shall be refunded to the Buyer.

4. REPRESENTATIONS AND WARRANTIES BY THE BANK. The Bank represents and warrants to the Buyer as follows:

(a) Exhibit B attached hereto is a true and correct copy of the Loan Agreement. Exhibit C-1 attached hereto is a true and correct copy of the Term Loan Note. Exhibit C-2 attached hereto is a true and correct copy of the Revolving Loan Note. Exhibits D-1 through D-3 attached hereto are true and correct copies of the U.S. Sanitary Stock Pledge Agreements. Exhibit E attached hereto is a true and correct copy of the GOB Pledge Agreement. Exhibit F attached hereto is a true and correct copy of the Account Pledge Agreement. Exhibits G-1 through G-3 attached hereto are true and correct copies of the Life Insurance Assignments. Exhibit H attached hereto is a true and correct copy of the Mortgage. Exhibit I attached hereto is a true and correct copy of the Guaranty.

(b) The Bank is the owner and holder of, and has good and marketable title to, the Purchased Assets, and has full power and authority and the good and lawful right to sell, transfer and assign the same to the Buyer hereunder.

(c) The Bank has not previously sold, transferred or assigned any of its right, title and interest in or to the Purchased Assets to any person or entity.

(d) The Bank is duly authorized and empowered to enter into this Agreement and to sell the Purchased Assets to the Buyer as contemplated herein, and the officer executing and delivering this Agreement and any other document in connection herewith on behalf of the Bank has been duly authorized to do so.

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH 4, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES TO THE BUYER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE PURCHASED ASSETS, THIS AGREEMENT, OR THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PURCHASED ASSETS, WITHOUT REPRESENTATION (OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4) AND WITHOUT RECOURSE.

5. REPRESENTATIONS AND WARRANTIES BY BUYER. The Buyer represents and warrants to the Bank as follows:

(a) The Buyer has full power and authority to execute, deliver and perform its obligations under this Agreement and all documents executed in connection herewith, and to purchase the Purchased Assets from the Bank, and the person executing and delivering this Agreement and any other documents in connection herewith on behalf of the Buyer has been duly authorized to do so.

(b) The Buyer has exercised its own independent judgment, as determined by it to be necessary and advisable, in its decision to enter into this Agreement.

(c) The Buyer has reviewed copies of the Purchased Assets prior to executing this Agreement.

(d) The Buyer possesses the requisite business and investment knowledge and experience to evaluate the potential risks and merits of its purchase of the Purchased Assets.

(e) The Buyer has sufficient financial ability and net worth to bear the economic risk of its investment in the Purchased Assets for an indefinite period of time and to withstand the total loss of such investment.

6. CLOSING.

(a) The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall take place on April 23, 2003 (the "Closing Date") at the offices of Singerman, Mills, Desberg & Kauntz Co., L.P.A., 3401 Enterprise Parkway, Beachwood, Ohio 44122, at 10:00 A.M.

(b) At the Closing, the Buyer will wire transfer to the Bank, in accordance with wire transfer instructions to be provided by the Bank to the Buyer, (i) the balance of the Purchase Price



payable pursuant to Paragraph 2(b), and (ii) the Letter of Credit Deposit required pursuant to Paragraph 3. In addition, the Buyer will deliver to the Bank such other instruments or documents as may be necessary or appropriate in connection with the consummation of the transaction contemplated by this Agreement.

(c) At the Closing, the Bank will:

(i) Endorse each of the Notes as follows:

"For value received, pay to the order of \_\_\_\_\_, WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY except as expressly provided in the Note and Loan Document Sale Agreement dated April \_\_, 2003, between \_\_\_\_\_ and the undersigned.

THE PROVIDENT BANK

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

Its: \_\_\_\_\_";

(ii) Execute and deliver to the Buyer an Assignment of Loan Documents in the form of Exhibit J attached hereto, and assignments of the Financing Statements in form sufficient to cause notice of such assignment to be recorded in all applicable filing offices;

(iii) Execute and deliver to the Bank an Assignment of Mortgage in the form of Exhibit K attached hereto;

(iv) Execute and deliver to the Buyer such additional documents as are reasonably requested by the Buyer to effectuate or more fully confirm the transfer of ownership of the Purchased Assets to the Buyer; and

(v) Deliver to the Buyer all executed originals of the Purchased Assets in the possession of the Bank.

7. FURTHER ASSURANCES. The Bank agrees that it shall from time to time, both before and after the Closing, execute such other or additional documents and take such other actions as the Buyer reasonably may request in order to more fully effectuate and/or confirm the assignments and conveyances contemplated hereby.

8. DEFAULT BY THE BUYER. In the event that Buyer defaults in its obligations hereunder and fails to pay the balance of the Purchase Price on the Closing Date, the Bank shall have the right to terminate this Agreement by written notice to the Buyer. Upon such termination, the Bank shall retain the Earnest Money Deposit as and for liquidated damages and not as a penalty. The Buyer acknowledges that the actual damages that would be incurred by the Bank in the event of

A credit towards the Continuing Personal Guarantee Agreement of RONNO M. CASATORE (individually and as the Trustee of The RONNO M. CASATORE Living Trust VA Dated 10/20/1994), with no benefit arising to David W. Barritt or William E. Sawicki.

~~a default by the Buyer in its obligations hereunder are difficult to ascertain and that the parties have determined that the Earnest Money Deposit is a fair estimation of such damages.~~

9. INTEGRATION; NO ORAL MODIFICATION. This Agreement constitutes the entire agreement between the Bank and the Buyer in respect of the sale of the Purchased Assets. The terms of this Agreement may not be modified except by a writing signed by the Bank and the Buyer.

10. BINDING AGREEMENT; GOVERNING LAW. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11. NOTICES. Any notice of other communications required under this Agreement must be in writing and will be deemed effective when delivered in person or sent by facsimile transmission with confirmation of receipt at the facsimile number to which it is sent, or on the third day after the day on which mailed by first class mail from within the United States, to the following addresses:

If to the Bank:

The Provident Bank  
Mailstop 250D  
309 Vine Street  
Cincinnati, Ohio 45202  
Attn: Kenneth A. Kilmer, Vice President  
Fax No. (513) 639-5413

With a copy to:

Paul J. Singerman, Esq.  
Singerman, Mills, Desberg & Kauntz Co., L.P.A.  
3401 Enterprise Parkway  
Suite 200  
Beachwood, Ohio 44122  
Fax No. (216) 292-5867

If to the Buyer:

As set forth below Buyer's signature

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

12. TIME IS OF THE ESSENCE. Time is of the essence in the performance by the Buyer of all of its obligations under this Agreement.

(signatures on following page)

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

BANK:

THE PROVIDENT BANK

BUYER:

PNH, Inc. by: Ronald M. Grotzke, Pres

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

By: RONALD M. GROTZKE

Its: \_\_\_\_\_

Its: PRESIDENTAddress: 3835 Leffingwell Road  
CANTFIELD, OH 44406Fax No. (330) 533-8872  
(330) 565-9214 (cell)

W/notice to:

Roderick Linton, LLP, Agent

Attn: Tim Truby, Esq.

(330) 434-9220 Fax

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 8/19/2003

SERVICE# 9 - OF - 12 SERVICES  
DOCKET # 108ed2003

PLAINTIFF COLUMBIA COUNTY FARMERS NATIONAL BANK  
DEFENDANT GIRTON, OAKES, & BURGER, INC.

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

PAPERS TO SERVED  
WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON David Good

RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_

DATE 09/16/03 TIME 0945 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_ Age \_\_\_\_\_ Military \_\_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPUTY

Millard DATE 09/16/03

# ***MILLVILLE BORO COUNCIL***

136 Morehead Ave., POB Box 30,  
MILLVILLE, PA 17846  
***BIRTHPLACE OF NEIL WELLIVER***  
Phone (570) 458-5709 Fax (570) 458-5669  
[www.columbiapa.org/millville](http://www.columbiapa.org/millville)  
e-mail [millvill@ptd.net](mailto:millvill@ptd.net)

## *Officers of Council*

*Jerre Wright, Mayor*  
*Roy Bower, Jr. President*  
*Ronald Welliver, V. President*

## *Councilors*

*Dean Girton*  
*John Henrie*  
*R. Lee Milroy*  
*Sue Myers*  
*James Woolcock*

**August 30, 2003**

**Harry A. Roadarmel, Sheriff**  
**Columbia County**  
**POB 380**  
**Bloomsburg, PA 17815**

**Sheriff:**

**This makes reference to your letter of August 22, Docket Number 108ed3002, JD# 475JD2003, Columbia County Farmers National Bank vs Girton, Oakes and Burger.**

**Girton Oakes, and Burger currently owes \$102.88 in sewer and water bills, and by November 9, it is expected that this bill will rise to \$308.64.**

**Thank you for your concern. Should you have any questions, please contact me.**

  
**Murray Holdren**  
**Secretary/Treasurer**

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 8/19/2003

SERVICE# 2 - OF - 12 SERVICES  
DOCKET # 108ed2003

PLAINTIFF COLUMBIA COUNTY FARMERS NATIONAL BANK  
DEFENDANT GIRTON, OAKES, & BURGER, INC.

PERSON/CORP TO SERVED
COLUMBIA COUNTY FARMERS NATIONAL BANK
232 EAST ST.
BLOOMSBURG

PAPERS TO SERVED  
WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVED UPON Cathy Mitchell

RELATIONSHIP CSR IDENTIFICATION \_\_\_\_\_

DATE 9-5-03 TIME 1510 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY

TC

DATE \_\_\_\_\_

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 8/19/2003

SERVICE# 4 - OF - 12 SERVICES  
DOCKET # 108ed2003

PLAINTIFF COLUMBIA COUNTY FARMERS NATIONAL BANK  
DEFENDANT GIRTON, OAKES, & BURGER, INC.

PERSON/CORP TO SERVED
AMY STOUT-MILLVILLE BORO TAX COLLECTOR
PO BOX 209 MILLVILLE
MILLVILLE

PAPERS TO SERVED  
WRIT OF EXECUTION - MORTGAGE FORECLOSURE

SERVED UPON 124

RELATIONSHIP HUSBAND IDENTIFICATION \_\_\_\_\_

DATE 8-29-03 TIME 1420 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPUTY

J. Lutz

DATE 8-29-03

# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 8/19/2003

SERVICE# 5 - OF - 12 SERVICES  
DOCKET # 108ed2003

PLAINTIFF COLUMBIA COUNTY FARMERS NATIONAL BANK  
DEFENDANT GIRTON, OAKES, & BURGER, INC.

<b>PERSON/CORP TO SERVED</b>	<b>PAPERS TO SERVED</b>
MILLVILLE SEWER	WRIT OF EXECUTION - MORTGAGE
MOOREHEAD AVE.	FORECLOSURE
MILLVILLE	

SERVED UPON *Mary Ann* *Perry Harris*

RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_

DATE 8-29-03 TIME 11:25 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

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

DEPUTY *J. Carter* DATE 8-29-03



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER:  
DATE RECEIVED 8/19/2003

SERVICE# 6 - OF - 12 SERVICES  
DOCKET # 108ed2003

PLAINTIFF COLUMBIA COUNTY FARMERS NATIONAL BANK  
DEFENDANT GIRTON, OAKES, & BURGER, INC.

<b>PERSON/CORP TO SERVED</b>	<b>PAPERS TO SERVED</b>
DOMESTIC RELATIONS	WRIT OF EXECUTION - MORTGAGE
15 PERRY AVE.	FORECLOSURE
BLOOMSBURG	

SERVED UPON Joshua J. Van - Cust Srs

RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_

DATE 8-27 TIME 1450 MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

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

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS	DATE	TIME	OFFICER	REMARKS
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
DEPUTY	<u>Sta</u>	<u>10/7</u>	DATE	<u>8-27-03</u>

# REAL ESTATE OUTLINE

ED # 108-03

DATE RECEIVED 8-19-03  
DOCKET AND INDEX 8-22-03  
SET FILE FOLDER UP 8-22-03

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<input checked="" type="checkbox"/>	
COPY OF DESCRIPTION	<input checked="" type="checkbox"/>	
WHEREABOUTS OF LKA	<input checked="" type="checkbox"/>	
NON-MILITARY AFFIDAVIT	<input checked="" type="checkbox"/>	
NOTICES OF SHERIFF SALE	<input checked="" type="checkbox"/>	
WATCHMAN RELEASE FORM	<input checked="" type="checkbox"/>	
AFFIDAVIT OF LIENS LIST	<input checked="" type="checkbox"/>	
CHECK FOR \$1,350.00 OR _____	<input checked="" type="checkbox"/>	CK# <u>4682933445</u>

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

SALE DATE	<u>Nov. 5, 2003</u>	TIME <u>0900</u>
POSTING DATE	<u>Oct. 1, 2003</u>	
ADV. DATES FOR NEWSPAPER	1 <sup>ST</sup> WEEK <u>Oct. 15</u>	
	2 <sup>ND</sup> WEEK <u>22</u>	
	3 <sup>RD</sup> WEEK <u>29</u>	

*202 S. Chestnut St. Milwaukee*

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE

: NO. 475-CV - 2003

*Writ 2003 ED 108*

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**

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

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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)

a.	Principal Balance on Note	\$ 247,818.67
	Interest through August 15, 2003	9,763.03
	(\$53.35 Per Diem)	
	Total Due on Note	\$ 257,581.70
b.	Principal Due on Loan 6000049816	\$ 14,400.81
	Interest through August 15, 2003	623.13
	(\$3.10 Per Diem)	
c.	Late Charges	101.06
	Total Due on Loan 6000049816	\$ 15,125.00
d.	Attorney's Fees	1,565.75
	GRAND TOTAL	\$ 274,272.45

Plus costs, interest and additional attorney's fees to date of sale.

*Complaint \$90.50 paid*  
*Judgment \$14.00 paid*  
*\$23.00 paid*  
*\$7.00*  
*Writ*  
*satisfy*

DATED: Aug. 19, 2003

*Lami B. Kline*  
\_\_\_\_\_  
Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

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

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE

NO. 475-CV - 2003

*Writ 2003 ED 108*

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**

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

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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)

a.	Principal Balance on Note	\$ 247,818.67
	Interest through August 15, 2003	9,763.03
	(\$53.35 Per Diem)	
	Total Due on Note	\$ 257,581.70
b.	Principal Due on Loan 6000049816	\$ 14,400.81
	Interest through August 15, 2003	623.13
	(\$3.10 Per Diem)	
c.	Late Charges	101.06
	Total Due on Loan 6000049816	\$ 15,125.00
d.	Attorney's Fees	1,565.75
	GRAND TOTAL	\$ 274,272.45

Plus costs, interest and additional attorney's fees to date of sale.

*Complaint \$ 90.50 paid*  
*Judgment \$ 14.00 paid*  
*Writ \$ 23.00 paid*  
*Satisfy \$ 7.00*

DATED: *Aug. 19, 2003*

*Lami B. Klein*

Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

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

Deputy

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE

: NO. 475-CV - 2003

*Writ 2003 ED 108*

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**

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

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF COLUMBIA

:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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)

a.	Principal Balance on Note	\$ 247,818.67
	Interest through August 15, 2003	9,763.03
	(\$53.35 Per Diem)	
	Total Due on Note	\$ 257,581.70
b.	Principal Due on Loan 6000049816	\$ 14,400.81
	Interest through August 15, 2003	623.13
	(\$3.10 Per Diem)	
c.	Late Charges	101.06
	Total Due on Loan 6000049816	\$ 15,125.00
d.	Attorney's Fees	1,565.75
	GRAND TOTAL	\$ 274,272.45

Plus costs, interest and additional attorney's fees to date of sale.

*complaint \$ 90.50 paid*  
*judgment \$ 14.00 paid*  
*cost \$ 23.00 paid*  
*attorney \$ 7.00*

*Larni B. Kline*

Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

DATED: *Aug. 19, 2003*

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

Deputy

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.



COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF COLUMBIA COUNTY, PA
Plaintiff	:	TWENTY-SIXTH JUDICIAL DISTRICT
vs.	:	CIVIL ACTION - AT LAW
	:	IN MORTGAGE FORECLOSURE
GIRTON, OAKES, & BURGER, INC.	:	
Defendant	:	NO. 475-CV - 2003

---

**SHERIFF'S SALE**

BY VIRTUE OF A WRIT OF EXECUTION NO. \_\_\_ OF 200\_\_\_ ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA, ON

\_\_\_\_\_, 200\_\_

AT \_\_\_\_\_ O'CLOCK, \_\_.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANT IN AND TO: (see attached description)

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will file a Schedule of Distribution in his office on \_\_\_\_\_, 2003, 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.

SEIZED AND TAKEN in execution at the suit of Columbia County Farmers National Bank v. Girton, Oakes, & Burger, Inc.

TERMS OF SALE: Ten percent (10%) cash or certified check at time of sale. Balance cash or certified check within eight (8) days after sale.

PREMISES TO BE SOLD BY:

\_\_\_\_\_  
SHERIFF OF COLUMBIA COUNTY

HARDING & HILL LLP  
Elwood R. Harding, Jr., Esquire  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Sup.Ct.Id.: 20027

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE

: NO. 475-CV - 2003

*Writ 2003 ED 108*

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**

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

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF COLUMBIA

:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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)

a.	Principal Balance on Note	\$ 247,818.67
	Interest through August 15, 2003	9,763.03
	(\$53.35 Per Diem)	
	Total Due on Note	\$ 257,581.70
b.	Principal Due on Loan 6000049816	\$ 14,400.81
	Interest through August 15, 2003	623.13
	(\$3.10 Per Diem)	
c.	Late Charges	101.06
	Total Due on Loan 6000049816	\$ 15,125.00
d.	Attorney's Fees	1,565.75
	GRAND TOTAL	\$ 274,272.45

Plus costs, interest and additional attorney's fees to date of sale.

*Complaint  
Judgment  
Writ  
Satisfy*

*\$90.50 paid  
\$14.00 paid  
\$23.00 paid  
\$ 7.00*

*Lanni B. Kline*

Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

DATED: *Aug. 19, 2003*

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

Deputy

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.



**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE  
:  
: NO. 475-CV - 2003

**AFFIDAVIT OF WHEREABOUTS OF DEFENDANT**

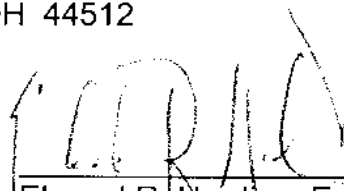
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

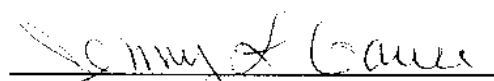
COUNTY OF COLUMBIA

Elwood R. Harding, Esquire, 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, at the time that judgment was entered, that the place of business of the Defendant was as follows:

Girton, Oakes & Burger, Inc.  
6971 Southern Boulevard, Suite A  
Boardman, OH 44512

  
\_\_\_\_\_  
Elwood R. Harding, Esquire  
Attorney for Plaintiff

Sworn to and Subscribed  
before me this 15th  
day of August, 2003.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL  
JENNY L. GAUSE, NOTARY PUBLIC  
TOWN OF BLOOMSBURG, COLUMBIA CO.  
MY COMMISSION EXPIRES AUG. 26, 2004

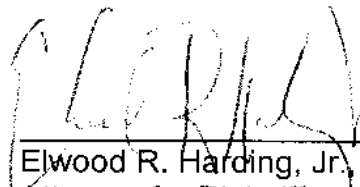
COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF COLUMBIA COUNTY, PA
Plaintiff	:	TWENTY-SIXTH JUDICIAL DISTRICT
vs.	:	CIVIL ACTION - AT LAW
	:	IN MORTGAGE FORECLOSURE
GIRTON, OAKES, & BURGER, INC.	:	
Defendant	:	NO. 475-CV - 2003

---

**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.

LAW OFFICES  
HARDING & HILL LLP



---

Elwood R. Harding, Jr., Esquire  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Sup.Ct.Id.: 20027

COLUMBIA COUNTY FARMERS  
NATIONAL BANK,

Plaintiff

vs.

GIRTON, OAKES, & BURGER, INC.

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA  
: TWENTY-SIXTH JUDICIAL DISTRICT  
: CIVIL ACTION - AT LAW  
: IN MORTGAGE FORECLOSURE  
:  
: NO. 475-CV - 2003

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT**

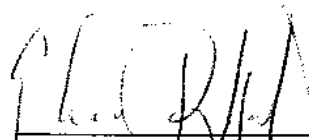
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

COUNTY OF COLUMBIA

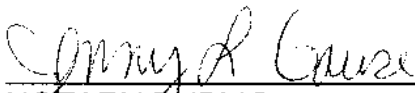
:

I, Elwood R. Harding, Jr., Esquire, being duly sworn according to law, depose and say that I did, investigate the status of Girton, Oakes, & Burger, Inc., with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers Girton, Oakes, & Burger, Inc. is not now, nor was Girtn, Oakes, & Burger, Inc. 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.



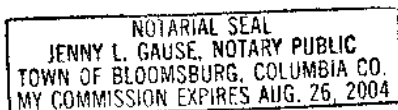
Elwood R. Harding, Esquire  
Attorney for Plaintiff

SWORN to and SUBSCRIBED  
before me this 15th  
day of August, 2003.



NOTARY PUBLIC

My Commission Expires:



COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF COLUMBIA COUNTY, PA
Plaintiff	:	TWENTY-SIXTH JUDICIAL DISTRICT
vs.	:	CIVIL ACTION - AT LAW
	:	IN MORTGAGE FORECLOSURE
GIRTON, OAKES, & BURGER, INC.	:	
Defendant	:	NO. 475-CV - 2003

---

**AFFIDAVIT PURSUANT TO P.A.R.C.P. 3129.1**

I, Elwood R. Harding, Jr., 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 at 202 South Chestnut Street, Millville, Columbia County, Pennsylvania (see attached description):

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

Girton, Oakes & Burger, Inc.  
6971 Southern Boulevard, Suite A  
Boardman, OH 44512

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

Girton, Oakes & Burger, Inc.  
6971 Southern Boulevard, Suite A  
Boardman, OH 44512

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

Columbia County Farmers National Bank  
232 East Street  
Bloomsburg, Pennsylvania 17815

Provident Bank  
75 East Market Street, Suite 240  
Akron, OH 44308

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

Columbia County Farmers National Bank  
232 East Street  
Bloomsburg, Pennsylvania 17815

Provident Bank  
75 East Market Street, Suite 240  
Akron, OH 44308

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:

None

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

None

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, 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.

LAW OFFICES  
HARDING & HILL LLP

  
Elwood R. Harding, Jr., Esquire  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770

Dated: 8/15/03, 2003

**DESCRIPTION OF THE PROPERTY:**

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No. 2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S.

BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited P/A to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

# CASHIER'S CHECK

REMITTER **G.O.B. 6-45233** **Columbia County Farmers National Bank** 4682933445  
0313 Greenville • South Centre • Bloomsburg, PA 17816

69-35/519

DATE August 18, 2003

PAY TO THE ORDER OF Columbia County Sheriff

\$ 1,350.00

DOLLARS

COLUMBIA COUNTY FARMERS NATIONAL BANK 1350000000

AUTH. SIG.

*Sandra L. Chamberlain*

Payable Through:  
B&T  
Charleston, WV

105190035300488 2933445811



A. Settlement Statement

U.S. Department of Housing  
and Urban Development



OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	1161-03			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside closing; they are shown here for informational purposes and not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Harold R. Beitz	Sheriff of Columbia County	Columbia County Farmers National Bank
213 West Lloyd St. Shenandoah PA 17976	P.O. Box 380 Bloomsburg PA 17815	232 East Street Bloomsburg PA 17815
G. Property Location	H. Settlement Agent	I. Settlement Date
202 South Chestnut St. Millville PA 17846	Arthur D. Franklin, Jr., Palubinsky and Franklin Place of Settlement 225 North Main St. Shenandoah PA 17976	11/17/03 Disbursement Date 11/17/03
Lot:	Block:	

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due From Borrower	400. Gross Amount Due To Seller
101. Contract sales price 238,585.10	401. Contract sales price 238,585.10
102. Personal property	402. Personal property
103. Settlement charges to borrower (line 1400) 3,411.75	403.
104. 2003 county/borough real estate taxes 787.48	404.
105.	405.
Adjustments for items paid by seller in advance	Adjustments for items paid by seller in advance
106. City/town taxes to	406. City/town taxes to
107. County taxes to	407. County taxes to
108. Assessments to	408. Assessments to
109. to	409. to
110. to	410. to
111. to	411. to
112. to	412. to
113. to	413. to
114. to	414. to
115. to	415. to
120. Gross Amount Due From Borrower 242,784.33	420. Gross Amount Due To Seller 238,585.10
200. Amounts Paid By Or In Behalf Of Borrower	500. Reductions In Amount Due To Seller
201. Deposit or earnest money	501. Excess deposit (see instructions)
202. Principal amount of new loan(s) 225,000.00	502. Settlement charges to seller (line 1400)
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204.	504. Payoff of first mortgage loan
205.	505. Payoff of second mortgage loan
206.	506.
207.	507.
208.	508.
209.	509.
Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. City/town taxes to	510. City/town taxes to
211. County taxes to	511. County taxes to
212. Assessments to	512. Assessments to
213. to	513. to
214. to	514. to
215. to	515. to
216. to	516. to
217. to	517. to
218. to	518. to
219. to	519. to
220. Total Paid By/For Borrower 225,000.00	520. Total Reduction Amount Due Seller 0.00
300. Cash At Settlement From/To Borrower	600. Cash At Settlement To/From Seller
301. Gross amount due from borrower (line 120) 242,784.33	601. Gross amount due to seller (line 420) 238,585.10
302. Less amount paid by/for borrower (line 220) (225,000.00)	602. Less reductions in amt. due seller (line 520) (0.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower 17,784.33	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller 238,585.10

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6232 and/or Schedule D, Form 1040. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

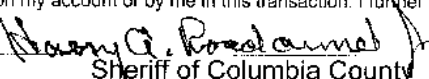
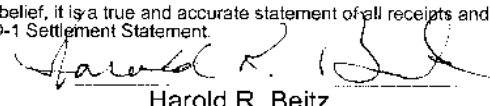
(Seller's Signature)

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$ 238,585.10 @ % =		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
704.			
800. Items Payable in Connection With Loan			
801. Loan Origination Fee	225,000.00	%	
802. Loan Discount	225,000.00	%	
803. Appraisal Fee	to		
804. Credit Report	to Experian		5.00
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808. Flood Search fees to United One Resources			39.00
809. Application fee to Columbia County Farmers National Bank			175.00
810. Document Preparation fee to Columbia County Farmers National Bank			100.00
811.			
812.			
813.			
900. Items Required By Lender To Be Paid In Advance Exclude last day in calcs - line 901			
901. Interest from	to	@ \$	/ day
902. Mortgage Insurance Premium for		months to	
903. Hazard Insurance Premium for		years to	
904.		years to	
905.			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months@ \$	per month	
1002. Mortgage insurance	months@ \$	per month	
1003. City property taxes	months@ \$	per month	
1004. County property taxes	months@ \$	per month	
1005. Annual assessments	months@ \$	per month	
1006.	months@ \$	per month	
1007.	months@ \$	per month	
1008. Aggregate Accounting Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to Palubinsky and Franklin		150.00
1102. Abstract or title search	to		
1103. Title examination	to Cimmie M. Mertz		175.00
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to Cynthia A. Wilson		4.00
1107. Attorney's fees	to Palubinsky and Franklin		800.00
(Includes above items numbers: )			
1108. Title insurance	to Penn Attorneys Title Insurance Co.		1,553.75
(Includes above items numbers: )			
1109. Lender's coverage	\$ 225,000.00		
1110. Owner's coverage	\$ 238,585.10		
1111. Endorsements to Lender's title insurance policy			150.00
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$ 43.50 ; Mortgage \$ 79.50 ; Releases \$ 79.50			
1202. City/county tax/stamps: Deed \$ 1,992.55 ; Mortgage \$			
1203. State tax/stamps: Deed \$ 1,992.55 ; Mortgage \$			
1204. Recording fee: Mortgage in Schuylkill County			77.50
1205. UPI No. Certification fee			10.00
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest inspection	to		
1303. Corporate Tax Lien Certificate & Certificate of Good Standing to PennCorp			93.00
1304.			
1305.			
1306.			
1307.			
1308.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		3,411.75	0.00

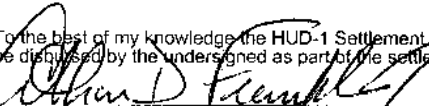
CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Sheriff of Columbia County      Seller       Borrower

\_\_\_\_ Seller      \_\_\_\_\_ Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

 Arthur D. Franklin, Jr., Palubinsky and Franklin      Settlement Agent      \_\_\_\_\_ Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

# SHERIFF'S SALE COST SHEET

CCFNB VS. Gorton, Oakes & Burger, Inc.  
 NO. 108-03 ED NO. 475-03 JD DATE/TIME OF SALE 11-5-03 0900

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>165.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>32.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>12.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>5.50</u>
NOTARY	\$ <u>8.00</u>
TOTAL ***** \$ <u>395.50</u>	

WEB POSTING	1374 \$150.00
PRESS ENTERPRISE INC.	75 \$ <u>970.76</u>
SOLICITOR'S SERVICES	76 \$75.00
TOTAL ***** \$ <u>1195.76</u>	

PROTHONOTARY (NOTARY)	6K \$10.00
RECORDER OF DEEDS	6K \$ <u>43.50</u>
TOTAL ***** \$ <u>53.50</u>	

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$
SCHOOL DIST. 20 77	\$ <u>2844.84</u>
DELINQUENT 20 78	\$ <u>5.00</u>
TOTAL ***** \$ <u>2849.84</u>	

MUNICIPAL FEES DUE:

SEWER 20 79	\$ <u>308.64</u>
WATER 20	\$
TOTAL ***** \$ <u>308.64</u>	

SURCHARGE FEE (DSTE)	\$ <u>120.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>-0-</u>	

TOTAL COSTS (OPENING BID) \$ 4923.24

# SHERIFF'S SALE

WEDNESDAY NOVEMBER 5, 2003 AT 9:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 108 OF 2003 ED AND CIVIL WRIT NO. 475 OF 2003 JD ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THOSE THREE CERTAIN pieces, parcels and tracts of land together with all the buildings and improvements thereon situate in the Borough of Millville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**Parcel No. 1:**

BEGINNING at the center of an iron stake on the east side of black top road leading from Millville to Greenwood; being the southwest corner of property of Frank Bartlow; THENCE along the east side of said black top road, south 35 degrees 00 minutes east, 100 feet to the center of an iron stake; THENCE north 55 degrees 00 minutes east along property of Grantor, 154.4 feet to the center of an iron stake and property of grantor; THENCE north 35 degrees 00 minutes west parallel with the aforesaid black top road, and along property of grantor 100 feet, to the center of an iron stake, and property of Frank Bartlow; THENCE along the property of Frank Bartlow, south 55 degrees 00 minutes west 154.4 feet to the center of an iron stake on the east side of aforesaid black top road, the place of BEGINNING.

**Parcel No. 2:**

BEGINNING at an iron pin on the northeasterly right-of-way of Chestnut Street, said pin also being at the southwest corner of lands of Milco Realty Corporation; THENCE along the lands of said Milco Realty Corporation, north 55 degrees 00 minutes east 154.5 feet to an iron pin; THENCE along same and along lands of Frank Bartlow north 35 degrees 00 minutes west, 271 feet to an iron pin; THENCE along same north 11 degrees 31 minutes 51 seconds east 145.82 feet to an old iron pin and lands of Friends Meeting House; THENCE along lands of Friends Meeting House north 63 degrees 40 minutes east, 159.33 feet to an iron pin and lands of the Millville Cemetery; THENCE along lands of said Cemetery south 43 degrees 41 minutes east, 503.08 feet to an iron pin and lands of E. Joe and Madalyn H. Phares; THENCE along lands of said Phares south 55 degrees 00 minutes west, 493.79 feet to an iron pin on the northeasterly right-of-way of Chestnut Street; THENCE along said right-of-way north 35 degrees 00 minutes west, 150 feet, to the place of BEGINNING. Containing 3,952 acres of land in all.

Description of Parcel No.2 prepared in accordance with the Draft of Survey prepared by T. Bryce James, Reg. Surveyor, dated December 12, 1969.

**Parcel No. 3:**

BEGINNING at an iron pin at the southeast corner of lands of Frank Bartlow, said pin being 154.5 feet distant on a course running north 55 degrees 00 minutes east from an iron pin at the northwest corner of lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 55 degrees 00 minutes west 45.5 feet to a point and lands of Frank Bartlow; THENCE along lands of said Bartlow north 35 degrees 00 minutes west, 35.5 feet to a point; THENCE along same north 55 degrees east, 45.5 feet to a point and lands of Milco Realty Corp.; THENCE along lands of Milco Realty Corp. south 35 degrees 00 minutes east 35.5 feet to the place of BEGINNING. Containing 1,615.25 square feet of land in all.

Description of Parcel No. 3 prepared in accordance with the Draft of Survey prepared by T. Bryce James, R.S. BEING THE SAME PREMISES conveyed by The Columbia Alliance for Economic Growth, Inc. formerly Bloomsburg Area Industrial Development Association, Inc. and SUMA Associates Limited PIA to Girton Systems, Inc., by deed dated March 19, 1999, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 718, Page 409.

**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 (8) days after the sale is 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 either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

Plaintiff's Attorney  
Elwood R. Harding, Jr.  
38 West Third St.  
Bloomsburg, PA 17815

Sheriff of Columbia County  
Harry A. Roadarmel, Jr.  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)