

SHERIFF'S SALE COST SHEET

CitiFinancial Services vs. Sick, Dominick
 NO. 187-09 ED NO. 1604-09 JD DATE/TIME OF SALE Feb, 10 0950

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>185.00</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>8.00</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>10.00</u>	
TOTAL *****		\$ <u>382.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>251.22</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ <u>1076.22</u>

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$ <u>55.00</u>	
TOTAL *****		\$ <u>65.00</u>

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>6238.30</u>	
TOTAL *****		\$ <u>6238.30</u>

MUNICIPAL FEES DUE:

SEWER 20	\$ <u>674.93</u>	
WATER 20	\$	
TOTAL *****		\$ <u>674.93</u>

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

TOTAL COSTS (OPENING BID) \$ 7876.85

COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Citi Financial Services vs Jack Plimack

NO. 187-09 ED NO. 1809-09 JD

DATE/TIME OF SALE: Feb. 10 2010

BID PRICE (INCLUDES COST) \$ 85,116.55

POUNDAGE - 2% OF BID \$ 17,143

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

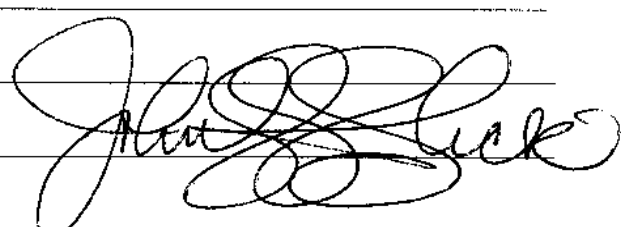
TOTAL AMOUNT NEEDED TO PURCHASE \$ 87,422.98

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): _____



TOTAL DUE: \$ 87,422.98

LESS DEPOSIT: \$ 7000.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 67,422.98

GOLDBECK MCCAFFERTY & MCKEEVER

**Suite 5000 Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
www.goldbecklaw.com**

February 17, 2010

SHERIFF OF COLUMBIA COUNTY
Real Estate Division
Sheriff's Office
Bloomsburg, PA 17815

RE: CITIFINANCIAL SERVICES, INC vs. JACK C. DIMINICK
Sale Book/Writ No.: /
Docket Number: 2009-CV-1604
Sale Date: 02/10/2010
Property Address: 41 Levi Street Bloomsburg, PA 17815

To the Sheriff:

Enclosed are Transfer Tax Affidavits and an Assignment of Bid with regard to the above-captioned matter. Please deed the property to:

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

If funds are required to settle with the Sheriff and they are not enclosed, please call, fax or email the cost sheet to Kristen Fluehr. Please notify our office when the deed is recorded.

GOLDBECK MCCAFFERTY & MCKEEVER

Kristen Fluehr
Post Sale Department
412-788-7190
412-788-7192 (fax)
KFluehr@goldbecklaw.com
Jeff Nefferdorf
Post Sale Department (FHA & VA)
215-825-6343
215-825-6443 (fax)
Jnefferdorf@goldbecklaw.com
Antoniette Black – Manager
Sale/Post Sale Department
215-825-6347
215-825-6447 (fax)
Abblack@goldbecklaw.com

Assignment of Bid

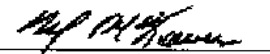
NO. 2009-CV-1604 – DIMINICK
41 Levi Street
Bloomsburg, PA 17815

I, Michael T. McKeever, Esquire, as attorney for the successful bidder, hereby assign my bid at the Sheriff Sale dated February 10, 2010 to:

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

GOLDBECK MCCAFFERTY & MCKEEVER

Date: February 17, 2010



MICHAEL T. MCKEEVER

GOLDBECK McCAFFERTY & McKEEVER

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

SUITE 5000
MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
PA (215) 627-1322
FAX (215) 627-7734

www.goldbecklaw.com

February 17, 2010

Addendum to Realty Transfer Tax Statement of Value

Attn: Pa Department of Revenue – Bureau of Individual Taxes

Re: 41 Levi Street Bloomsburg, PA 17815

Plaintiff: CITIFINANCIAL SERVICES, INC

Date of Judgment: 10/30/2009

Date of Sale: Wednesday, February 10, 2010

Date of Original Mortgage: 11/6/2006

Original Mortgagor: CITIFINANCIAL INC. FIRST COLUMBIA BANK & TRUST COMPANY

Date Recorded: 11/7/2006

Book, Page, Instrument #: Instrument # 2006-11751

The Plaintiff and Original Mortgagee are not the same. An assignment was recorded into

Assignment of Mortgage Recorded: 11/7/2006

Book, Page, Instrument #: Instrument # 2006-11751

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

NAME

GOLDBECK, McCAFFERTY & McKEEVER

TELEPHONE NUMBER

(215) 627-1322

STREET ADDRESS

CITY

STATE

ZIP CODE

701 Market Street, Suite 5000 - Mellon Independence Center Philadelphia PA 19106-1532

B. TRANSFER DATA

DATE OF ACCEPTANCE OF DOCUMENT

GRANTOR(S)/LESSOR(S)

SHERIFF OF COLUMBIA COUNTY

GRANTEE(S)/LESSEE(S)

CITIFINANCIAL SERVICES, INC

STREET ADDRESS

Sheriff's Office,

STREET ADDRESS

1111 Northpoint Drive, Building 4 Suite 100

CITY

STATE

ZIP CODE

Bloomsburg

PA

17815

CITY

STATE

ZIP CODE

Coppell

TX

75019

C. PROPERTY LOCATION

STREET ADDRESS

41 Levi Street

CITY, TOWNSHIP, BOROUGH

Bloomsburg - Scott Township

COUNTY

Columbia

SCHOOL DISTRICT

TAX PARCEL NUMBER

31-1B1-087

1. ACTUAL CASH CONSIDERATION

\$2,001.00

2. OTHER CONSIDERATION

+ -0-

3. TOTAL CONSIDERATION

= \$2,001.00**D. VALUATION DATA**

4. COUNTY ASSESSED VALUE

\$58,564.00

5. COMMON LEVEL RATIO

FACTOR

X 3.69

6. FAIR MARKET VALUE

= \$ 216,101.16**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION Claimed

100%

1B. Percentage of Grantor's Interest in Real Estate

100%

1c. Percentage of Grantor's Interest Conveyed

100%**2. Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession _____ (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust.. (Attach copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- ☐ Corrective or confirmatory deed.. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) MERS #:

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

DATE

February 17, 2010

II

BEVERLY J. MICHAEL
REGISTER AND RECORDER
COLUMBIA COUNTY
Pennsylvania

INSTRUMENT NUMBER
200107263
RECORDED ON
JUL 25, 2001
1:53:53 PM

RECORDING FEES - \$31.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECURRING IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
AFFORDABLE HOUSING \$26.35
AFFORDABLE HOUSING \$3.10
- 10%
AFFORDABLE HOUSING \$1.55
- 5%
TOTAL \$44.50
CUSTOMER
SULA, BOB

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 20, 2001, together with all Riders to this document.

(B) "Borrower" is JACK C. DIMINICK,

Borrower is the mortgagor under this Security Instrument.

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

FINANCIAL INSTITUTION organized and existing under the laws of THE STATE OF PENNSYLVANIA. Lender's address is 11 WEST MAIN STREET-PO BOX 240, BLOOMSBURG, PA 17815. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JULY 20, 2001. The Note states that Borrower owes Lender FIFTY FIVE THOUSAND AND NO/100* * * * * Dollars (U.S. \$ 55,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2021.

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	

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

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

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

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-PA 8/20/2000

(page 1 of 12 pages)

Form 3039 1/01



K T 2 A 0

Exhibit A

ALL THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by an alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No. 1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

COLUMBIA

[Name of Recording Jurisdiction]

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 41 LEVI ST.

[Street]

BLOOMSBURG

[City]

Pennsylvania

17815

[Zip Code]

("Property Address"):

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

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-PA 8/20/2000

(page 2 of 12 pages)

Form 3039 1/01

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

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

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

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to

Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees

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

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *11/6/09*

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

NOV 6 2009

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number 7008 1830 0002 2802 1161
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

INTERNAL REVENUE SERVICE
TECHNICAL SUPPORT GROUP
WILLIAM GREEN FEDERAL BUILDING
600 ARCH STREET ROOM 3259
PHILADELPHIA, PA 19106

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 05 2009*

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7008 1830 0002 2802 1178
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 04 2009*

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

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7008 1830 0002 2802 1147
(Transfer from service label)

PS [Redacted] Return Receipt 102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 04 2009*

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☒ Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *NOV 04 2009*

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

PA Dept of Public Welfare
Health and Welfare Bldg Rm 432
Harrisburg, PA 17105

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be

in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the

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

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

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

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

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall

not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c)

entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Leah L. Leiby Jack C. Diminick (Seal)
JACK C. DIMINICK -Borrower
..... (Seal)
..... -Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 20th day of July, 2001, before me,
the undersigned officer, personally appeared JACK C. DIMINICK,
known to me (or satisfactorily
proven) to be the person whose name IS subscribed to the within instrument and
acknowledged that HE executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

NOTARIAL SEAL
TRACY L. SMELTZER, NOTARY PUBLIC
TOWN OF BLOOMSBURG, COLUMBIA CO.
MY COMMISSION EXPIRES APRIL 7, 2003

Tracy L. Smeltzer

Title of Officer

IT IS HEREBY certified that the address of the mortgagee in the within mortgage is 11 WEST MAIN
STREET-PO BOX 240, BLOOMSBURG, PA 17815

By Leah L. Leiby

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-PA 8/20/2000

Form 3039 1/01 (page 12 of 12 pages)

PO Box 380
Bloomsburg, PA 17815

Phone 570-389-5622
Fax 570-389-5625

COLUMBIA COUNTY SHERIFF'S OFFICE

Fax

To: ~~Kristen Fluehr~~ *Kr's* **From:** Sheriff Timothy T. Chamberlain

Fax: **Pages:** *3*

Phone: **Date:** *2-22-10*

Re: Diminick **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

I received deed instructions, however there is a balance due of \$6,742.98. Cost sheets attached.

527081

GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000, MELLON INDEPENDENCE CENTER
701 MARKET ST. PHILADELPHIA, PA 19106
(215) 627-1322

FIRSTTRUST
800.220.BANK / firsttrust.com
3-7380-2360

04/21/2010

PAY
TO THE
ORDER OF

\$ **6,742.98

SHERIFF OF COLUMBIA COUNTY

SIX THOUSAND SEVEN HUNDRED FORTY-TWO AND 98 / 100 DOLLARS

Sheriff's Office
PO Box 380
Bloomsburg PA, 17815

MORTGAGE DISBURSEMENT ACCOUNT

[Signature]
AUTHORIZED SIGNATURE

MEMO
Diminick

⑈ 527081⑈ ⑆ 23607380⑆ ⑈ ⑈ 100018⑈

Security Features. Details on back.

**COLUMBIA COUNTY
SHERIFF'S OFFICE**

Fax

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

I received deed instructions, however there is a balance due of \$6,742.98. Cost sheets attached.

TX RESULT REPORT

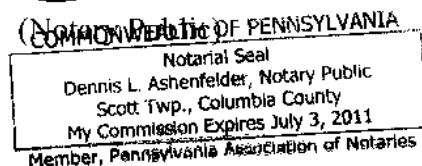
NAME :
TEL :
DATE : FEB.22.2010 11:18

SESSION	FUNCTION	NO.	DESTINATION STATION	DATE	TIME	PAGE	DURATION	MODE	RESULT
1957	TX	001	914127887192	FEB.22	11:18	000	00h00min30s	ECM	NG
			0091:ERROR DURING TX						

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice January 20, 27 and February 3, 2010 as printed and published; that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 5th day of February, 2010



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.

COUNTY OF COLUMBIA
REAL ESTATE TAX LIEN CERTIFICATE

DATE:21-JAN-10

FEE:\$5.00

CERT. NO:6958

DIMINICK JACK C
41 LEVI STREET
BLOOMSBURG PA 17815

DISTRICT: SCOTT TWP
DEED 20010-7262
LOCATION: LEVI STREET LIGHTSTREET
PARCEL: 31 -1B1-087-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING- COSTS	TOTAL AMOUNT DUE
2008	PRIM	3,203.63	43.46	0.00	3,247.09
2009	PRIM	2,912.75	43.46	30.00	2,986.21
TOTAL DUE :					\$6,233.30

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: March ,2010

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF
DECEMBER 31, 2009

REQUESTED BY:

Timothy T. Chamberlain, Sheriff
dm.

GOLDBECK McCAFFERTY & McKEEVER

A PROFESSIONAL CORPORATION
SUITE 5000 MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
WWW.GOLDBECKLAW.COM

January 28, 2010

SHERIFF OF COLUMBIA COUNTY
Sheriff's Office
Bloomsburg, PA 17815

RE: No. 2009-CV-1604
JACK C. DIMINICK

Real Estate Division:

The above case may be sold on February 10, 2010. It has been properly served in accordance with Rule 3129.

Very truly yours,

GOLDBECK McCAFFERTY & McKEEVER

By: Antoniette Black, Manager
Phone: (215) 825-6347 (direct dial)
Fax: (215) 825-6447
Email: ablack@goldbecklaw.com

GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

86400FC
CF: 09/15/2009
SD: 02/10/2010
\$114,564.61

Attorney for Plaintiff

CHIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

Plaintiff

vs.

JACK C. DIMINICK
Mortgagor(s) and
Record Owner(s)

41 Levi Street
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION -- LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2009-CV-1604

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☒ Personal Service by the Sheriff's Office/~~competent adult~~ (copy of return attached).
- ☐ Certified mail by Michael T. McKeever (original green Postal return receipt attached).
- ☐ Certified mail by Sheriff's Office.
- ☐ Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

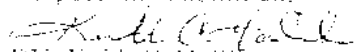
IF SERVICE WAS ACCOMPLISHED BY COURT ORDER

- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☐ Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).
- ☐ Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,


BY: Keith C. Halili
Legal Secretary

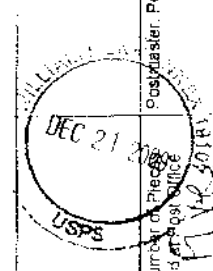
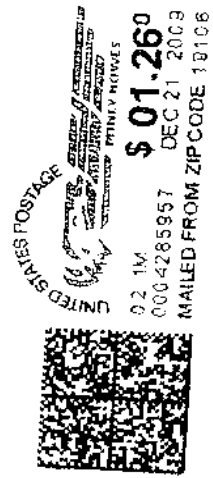
Name and Address of Sender
GOLDNECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Check type of mail or service:
☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured

Check type of mail or service:
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a certificate of mailing, or for additional copies of this bill)
 Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg - Room 432 Harrisburg, PA 17105-2875	FIRST COLUMBIA BANK & TRUST COMPANY 199 LIGHTSTREET ROAD BLOOMSBURG, PA 17815									
2	DOMESTIC RELATIONS OF COLUMBIA COUNTY PO Box 380 Bloombsburg, PA 17815	FIRST COLUMBIA BANK & TRUST COMPANY 2332 East Street PO Box 240 BLOOMSBURG, PA 17815									
3		TENANTS/OCCUPANTS 41 Levi Street Bloombsburg, PA 17815									
4											
5											
6											
7											
8											



Total Number of Pieces
 Received at Post Office
 Postmaster, Per (Name of receiving employee)

US Form 3877, February 2002 (Page 1 of 2)
 56-CDFC Columbia County Sale Date: 02/10/2010
 JACK C DIMINICK

See Privacy Act Statement on Reverse

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 284-6380

24 HOUR PHONE
(570) 784-6380

CITIFINANCIAL SERVICES, INC.

Docket # 187ED2009

VS

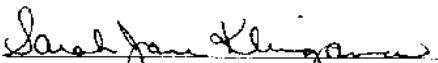
MORTGAGE FORECLOSURE

JACK C. DIMINICK

AFFIDAVIT OF SERVICE

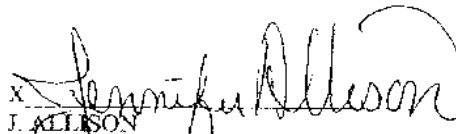
NOW, THIS THURSDAY, NOVEMBER 12, 2009, AT 1:53 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JACK DIMINICK AT SCOTT STREET, BLOOMSBURG BY HANDING TO JACK DIMINICK, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, NOVEMBER 12, 2009


NOTARY PUBLIC

SO ANSWERS,


SHERIFF TIMOTHY T. CHAMBERLAIN

X 
J. ALLISON
DEPUTY SHERIFF

Notarial Seal
SARAH JANE KLINGAMAN
Notary Public
Town of Bloomsburg, Columbia County, PA
My Commission Expires September 30, 2012

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

CITIFINANCIAL SERVICES

VS.

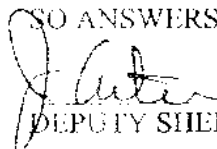
JACK DIMINICK

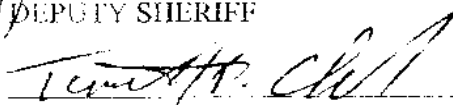
WRIT OF EXECUTION #187 OF 2009 ED

POSTING OF PROPERTY

JANUARY 6, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF JACK DIMINICK AT 41 LEVI STREET BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
CHIEF DEPUTY SHERIFF JAMES ARTER.

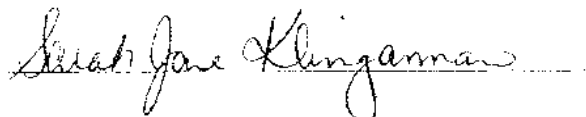
SO ANSWERS:


DEPUTY SHERIFF


TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7TH DAY OF JANUARY 2010



Notarial Seal
SARAH JANE KLINGAMAN
Notary Public
Town of Bloomsburg, Columbia County PA
My Commission Expires September 30 2012

SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 187 OF 2009 ED AND CIVIL WRIT NO. 1604 OF 2009 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 THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by all alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No. 1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

Parcel#: 31-1B1-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

BEING the same premises which Jack M. Diminick and Joan Diminick, husband and wife, by deed dated 7/20/01 and recorded 07/25/01, in the Office of the Recorder of Deeds in and for Columbia County, in Deed Instrument# 200107262, granted and conveyed unto Jack C. Diminick.

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 in cash, certified check or cashier's check.

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

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect 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.

If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Plaintiff's Attorney
Michael McKeeven
701 Market Street
Philadelphia, PA 19106

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

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-825-6320

Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC

1111 Northpoint Drive

Building 4 Suite 100

Coppell, TX 75019

Plaintiff

vs.

JACK C. DIMINICK

Mortgagor(s) and Record Owner(s)

41 Levi Street

Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 2009-CV-1604

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES, INC. Plaintiff in the above action, by and through an authorized employee of its attorneys, Goldbeck McCafferty & McKeever, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

41 Levi Street

Bloomsburg, PA 17815

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

JACK C. DIMINICK

41 Levi Street

Bloomsburg, PA 17815

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

JACK C. DIMINICK

41 Levi Street

Bloomsburg, PA 17815

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement

Health and Welfare Bldg. - Room 432

Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815

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

FIRST COLUMBIA BANK & TRUST COMPANY
1199 LIGHTSTREET ROAD
BLOOMSBURG, PA 17815

FIRST COLUMBIA BANK & TRUST COMPANY
2332 East Street
PO Box 240
BLOOMSBURG, PA 17815

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

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

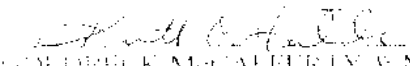
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
41 Levi Street
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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

DATED: January 28, 2010


KATHLEEN C. HALL
BLOOMSBURG, PA 17815
Legal Secretary

SCOTT TOWNSHIP AUTHORITY

350 Tenny Street
Bloomsburg, Pennsylvania 17815

Phone (570) 784-6639 • Fax (570) 784-6553

January 19, 2010

Sheriff of Columbia County
Attention: Timothy T. Chamberlain
Court House – PO Box 380
Bloomsburg, PA 17815

Reference: Sheriff Sale Date – February 10, 2010
Docket#187ED2009 JD#1604JD2009
Jack C Diminick – 41 Levi Street
Bloomsburg, PA 17815

Dear Tim:

Scott Township Authority has past & current “User Fees” due for the property located at 41 Levi Street. The total of \$677.93 is for services up to and including February 10, 2010.

Sincerely,



Sharon Keller
Administrative Assistant

cc: File

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/30/2009

SERVICE# 3 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

PERSON/CORP TO SERVED
FIRST COLUMBIA BANK & TRUST COMPANY
1199 LIGHTSTREET ROAD
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Deb Nevius

RELATIONSHIP V.P. ~~Corporate Operations~~ IDENTIFICATION _____

DATE 1-19-10 TIME 1430 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

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

DEPUTY  DATE 1-19-10

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/30/2009

SERVICE# 5 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

PERSON/CORP TO SERVED	PAPERS TO SERVED
SCOTT TWP SEWER	MORTGAGE FORECLOSURE
TENNY STREET	
BLOOMSBURG	

SERVED UPON SHARON KELLER

RELATIONSHIP ADMINISTRATIVE ASST. IDENTIFICATION _____

DATE 1-19-10 TIME 1415 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 [Signature] DATE 1-19-10

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/30/2009

SERVICE# 4 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC. ✓

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

PERSON/CORP TO SERVED
H JAMES HOCK-TAX COLLECTOR
2626 OLD BERWICK ROAD
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON _____

RELATIONSHIP _____ IDENTIFICATION _____

DATE 1-14-10 TIME 1532 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) posted

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

DEPUTY J Allison DATE 1-14-10

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/30/2009

SERVICE# 6 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON MAURER/ Cole

RELATIONSHIP CUSTOMER SERVICE IDENTIFICATION _____

DATE 1-15-10 TIME 0900 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 1-15-10

✓

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 10/30/2009

SERVICE# 9 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Deb

RELATIONSHIP Cherk IDENTIFICATION _____

DATE 1-15 TIME 0910 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 _____

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

CITIFINANCIAL SERVICES

VS.

JACK DIMINICK

WRIT OF EXECUTION #187 OF 2009 ED

POSTING OF PROPERTY

JANUARY 6, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF JACK DIMINICK AT 41 LEVI STREET BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
CHIEF DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7TH DAY OF JANUARY 2010

Notarial Seal
SARAH JANE KLINGAMAN
Notary Public
Town of Bloomsburg, Columbia County PA
My Commission Expires September 30, 2012

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5422

24 HOUR PHONE
(570) 784-6300

CITIFINANCIAL SERVICES, INC.

Docket # 187ED2009

VS

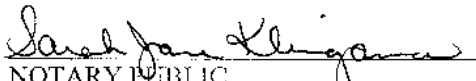
MORTGAGE FORECLOSURE

JACK C. DIMINICK

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, NOVEMBER 12, 2009, AT 1:53 PM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JACK DIMINICK AT SCOTT STREET, BLOOMSBURG BY HANDING TO JACK DIMINICK, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

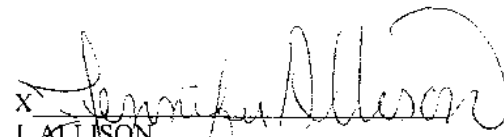
SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, NOVEMBER 12, 2009


NOTARY PUBLIC

SO ANSWERS,



SHERIFF TIMOTHY T. CHAMBERLAIN

X 
J. ALLISON
DEPUTY SHERIFF

Notarial Seal
SARAH JANE KLINGAMAN
Notary Public
Town of Bloomsburg, Columbia County PA
My Commission Expires September 30, 2012

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 10/30/2009

SERVICE# 1 - OF - 12 SERVICES
DOCKET # 187ED2009

PLAINTIFF CITIFINANCIAL SERVICES, INC.

DEFENDANT JACK C. DIMINICK
ATTORNEY FIRM GOLDBECK MCCAFFERTY & MCKEEVER

PERSON/CORP TO SERVED
JACK DIMINICK
41 LEVI STREET
BLOOMSBURG

PAPERS TO SERVED
MORTGAGE FORECLOSURE

-maustellers
garage
784-5821
↑
drop off

SERVED UPON Jack Diminick

RELATIONSHIP def IDENTIFICATION _____

DATE 11-12-09 TIME 1353 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

☒ NOT FOUND AT PLACE OF ATTEMPTED SERVICE
MAUSTELLERS GARAGE - work place

☐ OTHER (SPECIFY) _____

ATTEMPTS

DATE	TIME	OFFICER	REMARKS
------	------	---------	---------

11-5-09	1300	4	LC
---------	------	---	----

11-6-09	1200	4	- def called & will pick up
---------	------	---	-----------------------------

11-6-09	1602	4	- called maustellers to have def call me on
---------	------	---	---

DEPUTY J Allison DATE 11-22-09

(Monday)

REAL ESTATE OUTLINE

ED # 187-09

DATE RECEIVED 10-30-09

DOCKET AND INDEX 11-2-09

CHECK FOR PROPER INFO.

WRIT OF EXECUTION

☒

COPY OF DESCRIPTION

☒

WHEREABOUTS OF LKA

☒

NON-MILITARY AFFIDAVIT

☒

NOTICES OF SHERIFF SALE

☒

WAIVER OF WATCHMAN

☒

AFFIDAVIT OF LIENS LIST

☒

CHECK FOR \$1,350.00 OR 2000.00

☒

CK# 503782

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

SALE DATE

Feb. 10, 10 TIME 0930

POSTING DATE

Jan. 5, 10

ADV. DATES FOR NEWSPAPER

1ST WEEK Jan. 20

2ND WEEK 27

3RD WEEK Feb. 3, 10

SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 187 OF 2009 ED AND CIVIL WRIT NO. 1604 OF 2009 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 THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by all alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No. 1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

Parcel#: 31-1BI-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

BEING the same premises which Jack M. Diminick and Joan Diminick, husband and wife, by deed dated 7/20/01 and recorded 07/25/01, in the Office of the Recorder of Deeds in and for Columbia County, in Deed Instrument# 200107262, granted and conveyed unto Jack C. Diminick.

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 in cash, certified check or cashier's check.

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

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect 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.

If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Plaintiff's Attorney
Michael McKeever
701 Market Street
Philadelphia, PA 19106

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

SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 187 OF 2009 ED AND CIVIL WRIT NO. 1604 OF 2009 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 THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by all alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No. 1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

Parcel#: 31-1BI-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

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If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Plaintiff's Attorney
Michael McKeever
701 Market Street
Philadelphia, PA 19106

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

SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 187 OF 2009 ED AND CIVIL WRIT NO. 1604 OF 2009 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:

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The row of building lots of which the above described tract is called No. 1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

Parcel#: 31-1BI-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

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If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Plaintiff's Attorney
Michael McKeever
701 Market Street
Philadelphia, PA 19106

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

SHERIFF'S SALE

WEDNESDAY FEBRUARY 10, 2010 AT 9:30 AM

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Parcel#: 31-1BI-087

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If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Plaintiff's Attorney
Michael McKeever
701 Market Street
Philadelphia, PA 19106

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

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

vs.

JACK C. DIMINICK
41 Levi Street
Bloomsburg, PA 17815

In the Court of Common Pleas of
Columbia County

No. 2009-CV-1604

2009-ED-187

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

To the Sheriff of Columbia County, Pennsylvania

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

PREMISES: 41 Levi Street Bloomsburg, PA 17815

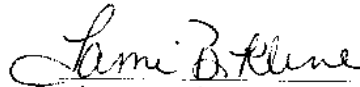
See Exhibit "A" attached

AMOUNT DUE \$114,564.61

Interest From 10/29/09
Through Date of Sale

(Costs to be added)

Dated: Oct 30, 09



Prothonotary, Common Pleas Court
of Columbia County, Pennsylvania

Deputy _____

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P 3180-3183

Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

Plaintiff

vs.

JACK C. DIMINICK
Mortgagor(s) and Record Owner(s)
41 Levi Street
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-1604

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$114,564.61

Interest from **10/29/09**
to Date of Sale at
9.0000%

(Costs to be added)


GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

ALL THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by all alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No.1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

Parcel#: 31-1B1-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

BEING the same premises which Jack M. Diminick and Joan Diminick, husband and wife, by deed dated 07/20/01 and recorded 07/25/01, in the Office of the Recorder of Deeds in and for Columbia County, in Deed Instrument# 200107262, granted and conveyed unto Jack C. Diminick.

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Parcel#: 31-1B1-087

Property address: 41 Levi Street, Bloomsburg, Pa 17815

BEING the same premises which Jack M. Diminick and Joan Diminick, husband and wife, by deed dated 07/20/01 and recorded 07/25/01, in the Office of the Recorder of Deeds in and for Columbia County, in Deed Instrument# 200107262, granted and conveyed unto Jack C. Diminick.

ALL THAT CERTAIN piece, parcel or tract of land situate in the Village of Lightstreet, Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the line of a street 1-1/2 rods wide in the Town of Lightstreet; THENCE by all alley South 9 degrees West 80 feet to a marker; THENCE East along lands of Carl G. Wanich 200 feet to a marker; THENCE North 9 degrees East along lands of same 135 feet to a marker; THENCE along aforementioned street South 77 degrees West 200 feet to the place of beginning.

The row of building lots of which the above described tract is called No.1 is sold under the following restrictions. No building of any kind is to be erected at a distance of less than 50 feet from the West boundary of said lot and said lots are to be used primarily for residential purposes and not for the propagation of live stock, storage of junk or other material which would naturally lessen the value of the adjoining premises.

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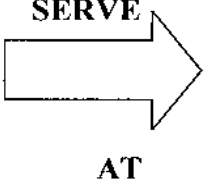
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SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS			
PLAINTIFF/S/ CITIFINANCIAL SERVICES, INC		COURT NUMBER 2009-CV-1604	
DEFENDANT/S/ JACK C. DIMINICK		TYPE OF <u>WRIT</u> OR COMPLAINT EXECUTION	
SERVE  AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE JACK C. DIMINICK		
	ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 41 Levi Street, Bloomsburg, PA 17815		
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: PLEASE POST HANDBILL			
SIGNATURE OF ATTORNEY <i>Michael T. McKeever</i>		TELEPHONE NUMBER (215) 627-1322	DATE October 28, 2009
ADDRESS OF ATTORNEY GOLDBECK McCAFFERTY & McKEEVER Suite 5000 – Mellon Independence Center 701 Market Street Philadelphia, PA 19106			

SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ CITIFINANCIAL SERVICES, INC	COURT NUMBER 2009-CV-1604	
DEFENDANT/S/ JACK C. DIMINICK	TYPE OF WRIT OR COMPLAINT EXECUTION	

SERVE

AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE
JACK C. DIMINICK

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)
41 Levi Street, Bloomsburg, PA 17815

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

PLEASE SERVE THE ABOVE DEFENDANT OR PERSON IN CHARGE

SIGNATURE OF ATTORNEY

Michael T. McKeever

TELEPHONE NUMBER

(215) 627-1322

DATE

October 28, 2009

ADDRESS OF ATTORNEY

GOLDBECK McCAFFERTY & McKEEVER
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-825-6318
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019
Plaintiff

vs.

JACK C. DIMINICK
Mortgagor(s) and Record Owner(s)

41 Levi Street
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2009-CV-1604

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: DIMINICK, JACK C.
JACK C. DIMINICK
41 Levi Street
Bloomsburg, PA 17815

Your house at 41 Levi Street, Bloomsburg, PA 17815 is scheduled to be sold at Sheriff's Sale on _____, at 9:00 AM, in Sheriff's Office, Courthouse, Bloomsburg, PA to enforce the court judgment of \$114,564.61 obtained by CITIFINANCIAL SERVICES, INC against you.

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

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

1. The sale will be cancelled if you pay to CITIFINANCIAL SERVICES, INC. the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call: 215-825-6329 or 1-866-413-2311.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

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

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid price by calling the Sheriff of Columbia County at 570-389-5622.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Columbia County at 570-389-5622.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186
Harrisburg, PA 17108
800-692-7375

NORTH PENN LEGAL SERVICES F/K/A SUSQUEHANNA LEGAL SERVICES

168 E. 5th Street
Bloomsburg, PA 17815
717-784-8760

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 717-784-8760.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website: <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Michael McKeever who can be reached at 215-825-6303 or Fax: 215-825-6403. Please reference our Attorney File Number of 86400FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

Michael T. McKeever
Attorney I.D. #56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

Plaintiff

vs.

JACK C. DIMINICK
Mortgagor(s) and Record Owner(s)
41 Levi Street
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF
COMMON PLEAS

of Columbia County

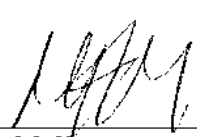
CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

NO. 2009-CV-1604

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Michael T. McKeever
Attorney for plaintiff

GOLDBECK McCAFFERTY & McKEEVER, PC
BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

Plaintiff

vs.

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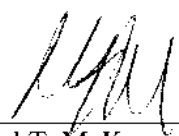
CIVIL ACTION -- LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-1604

WAIVER OF WATCHMAN

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



BY: Michael T. McKeever
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER, LLC
BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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Plaintiff

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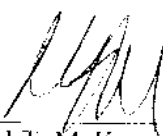
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BY: Michael T. McKeever
Attorney for Plaintiff

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BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
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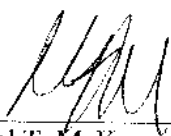
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BY: Michael T. McKeever
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

187

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
Building 4 Suite 100
Coppell, TX 75019

Plaintiff

vs.

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(Mortgagor(s) and Record Owner(s))
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Defendant(s)

IN THE COURT OF COMMON PLEAS

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CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2009-CV-1604

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES, INC, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

41 Levi Street
Bloomsburg, PA 17815

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

JACK C. DIMINICK
41 Levi Street
Bloomsburg, PA 17815

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

JACK C. DIMINICK
41 Levi Street
Bloomsburg, PA 17815

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815

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

FIRST COLUMBIA BANK & TRUST COMPANY
1199 LIGHTSTREET ROAD
BLOOMSBURG, PA 17815

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

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


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

TENANTS/OCCUPANTS
41 Levi Street
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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

DATED: October 28, 2009



GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever, Esq.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC
1111 Northpoint Drive
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Coppell, TX 75019

Plaintiff

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TENANTS/OCCUPANTS

41 Levi Street
Bloomsburg, PA 17815

(attach separate sheet if more space is needed)

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DATED: October 28, 2009



GOLDBECK McCafferty & McKEEVER

BY: Michael T. McKeever, Esq.

Attorney for Plaintiff

503782

**GOLDBECK MCCAFFERTY & MCKEEVER
A PROFESSIONAL CORPORATION**

SUITE 5000, MELLON INDEPENDENCE CENTER
701 MARKET ST. PHILADELPHIA, PA 19106
(215) 627-1322

FIRSTRUST
800.220.BANK / firstrust.com

3-7380-2360

10/29/2009

TO THE
ORDER OF

SHERIFF OF COLUMBIA COUNTY

\$2,000.00**

TWO THOUSAND AND XX / 100

DOLLARS

*Sheriff's Office
PO Box 380
Bloomsburg PA, 17815*

122 MORTGAGE DISBURSEMENT ACCOUNT

MEMO **Diminick**

AUTHORIZED SIGNATURE

⑈ 503782 ⑈ ⑆ 236073801⑆ 70 1100018 ⑈



Security features. Details on back.