

EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$3,227,889.46

22 (2) DOUBLE BED ROOMS - WHICH INCLUDE -

44 DOUBLE BEDS	22 - 32" SYLVANIA TV'S
22 LAMP TABLES	18 22 - REFRIGERATORS
22 EASY CHAIRS	22 - TABLES
22 DRESSERS	22 - CHAIRS (44) LAMPS
44 WALL MIRRORS	

21 (KING ROOMS) - WHICH INCLUDE

21 KING SIZE BEDS	
42 END TABLES	
21 EASY CHAIRS - W/ FOOT RESTS	(63) - LAMPS
21 DRESSERS	
21 TABLES + CHAIRS	
21 REFRIGERATORS	
21 MICROWAVES	42 WALL MIRRORS

2 - KING/QUEEN SUITES - WHICH INCLUDE

2 KING BEDS	2 - 32" TV'S
2 - QUEEN BEDS	2 - REFRIGERATORS
4 - DRESSERS	2 - MICROWAVES (10) LAMPS
6 - END TABLES	2 - SOFA BEDS
2 - LAMP TABLE	2 - EASY CHAIR
2 - COFFEE TABLES	8 - LAMPS
2 - TABLES W/ CHAIRS	4 - WALL MIRRORS

EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$3,227,889.46

11 KING SUITES - WHICH INCLUDE

11 KING SIZE BEDS

11 LAMP TABLES

11 CONVERTIBLE SOFA'S

11 TABLES/CHAIRS

11 DRESSERS

11 COFFEE TABLES (33) LAMPS

8 REFRIGERATORS

22 END TABLES

11 MICROWAVES

22 WALL MIRRORS

11 EASY CHAIRS

9 QUEEN/QUEEN - WHICH INCLUDE

18 QUEEN BEDS

9 EASY CHAIRS

ADDITIONAL ITEMS

9 TABLES + CHAIRS

9 END TABLES

6 PORTABLE CLOSETS

18 LAMPS

9 32" TV'S

9 DRESSERS

8 REFRIGERATORS

9 MICROWAVES

18 MIRRORS

1 HUSKEE 17.5 HP 42" CUT GARDEN TRACTOR

COUNTY OF COLUMBIA
TAX CLAIM BUREAU
PO BOX 380
BLOOMSBURG PA 17815
REAL ESTATE TAX LIEN CERTIFICATE

DATE: 01 FEB-11

FEE: \$5.00

CERT. NO9285

MIFFLINVILLE HOSPITALITY LLC
3127 LINCOLN HWY E
PARADISE PA 17562

DISTRICT: MIFFLIN TWP
DEED: 20080-1244
LOCATION: 488 W THIRD ST
PARCEL: 23 -04 -002-01,000

YEAR	BILL ROLL	AMOUNT	INTEREST	-----PENDING----- COSTS	TOTAL AMOUNT DUE
2010	PRIM	42,508.39	632.65	60.00	43,201.04
TOTAL DUE :					\$43,201.04

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: April ,2011

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF
DECEMBER 31, 2010

REQUESTED BY:

Timothy T. Chamberlain, Sheriff
dm.

COLUMBIA COUNTY

COLUMBIA COUNTY TAX OFFICE

11 W MAIN STREET

PO BOX 380

BLOOMSBURG, PA 17815

(570) 389-5649 FAX: (570) 389-5646

TAX CERTIFICATION

2011 - REAL ESTATE

As of Date: 02/01/2011 08:24:51 AM

Owner: MIEFFLINVILLE HOSPITALITY LLC

Municipality: MIEFFLIN TWP

Parcel #: 23 -04 -002-01,000

3127 LINCOLN HWY E
PARADISE PA 17562

Property Desc:

Bill #		Discount:		Face:		Penalty:	
		Amount	Due Date	Amount	Due Date	Amount	Due Date
023939	G	\$4856.16	04/30/2011	\$4955.27	06/30/2011	\$5450.80	08/31/2011
Payment							
023939	S	\$1062.73	04/30/2011	\$1084.42	06/30/2011	\$1192.86	08/31/2011
Payment							
023939	R	\$3713.63	04/30/2011	\$3789.42	06/30/2011	\$3978.89	08/31/2011
Payment							

Total Paid To Date: \$0.00

Signature

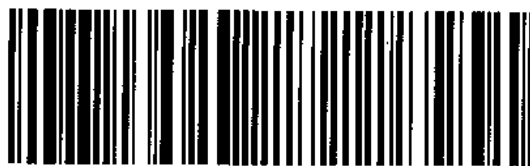
dm.

Date

2-1-11

THIS CERTIFICATION ONLY INCLUDES THE CURRENT YEAR COUNTY & MUNICIPAL REAL ESTATE TAXES.
PLEASE MAKE PAYMENT TO COLUMBIA COUNTY TAX OFFICE.
DO NOT COMBINE CURRENT & DELINQUENT PAYMENTS ON A CHECK.

Columbia County Sheriff
Tim Chamberlain
35 W Main St
PO BOX 380
BLOOMSBURG PA 17815



91 7192 4291 0010 0000 6916

CAMERON THIEL
1150 RIDGEWOOD AVENUE
NESCOPECK PA 18635

183ED2010

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

Thursday, January 13, 2011

**CAMERON THIEL
1150 RIDGEWOOD AVENUE
NESCOPECK, PA 18635-**

**SUSQUEHANNA BANK
VS
MIFFLINVILLE HOSPITALITY, LLC**

DOCKET # 183ED2010

JD # 2261JD2010

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain
Sheriff of Columbia County

Andrew F. Lucarelli, Esquire
Attorney I.D. No. 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. 209349
HARTMAN UNDERHILL & BRUBAKER LLP
221 East Chestnut Street
Lancaster, PA 17602-2782
Phone: (717) 299-7254/Fax: (717) 299-3160

Attorneys for Plaintiff:
Susquehanna Bank

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261 / NO. 2010-ED-183
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PA.R.C.P. 3129.2**

To: Mifflinville Hospitality, LLC
488 W. 3rd Street
Mifflinville, PA 18631

TAKE NOTICE:

That a Sheriff's Sale of both your Real Property and Personal Property located at the Real Property will be held on:

DATE: Wednesday, March 30, 2011

TIME: 9:00 a.m. Eastern Time

LOCATION: Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815

THE REAL PROPERTY TO BE SOLD is delineated in detail in a legal description attached to this Notice.

THE LOCATION of your Real Property to be sold is:

488 W. 3rd Street
Mifflinville, PA 18631

THE PERSONAL PROPERTY TO BE SOLD is located at your Real Property and is listed on the Sheriff's levy sheet available at the Columbia County Sheriff's Office.

THE JUDGMENT under or pursuant to which your Real and Personal Property is being sold is docketed in the within Commonwealth and County to:

NO. 2010-CV-2261 (Judgment)

NO. 2010-ED-183 (Writ)

THE NAME OF THE OWNER OR REPUTED OWNER of this property is:

Mifflinville Hospitality, LLC

A SCHEDULE OF DISTRIBUTION for the Real Property, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff of this County within thirty (30) days after the sale. A schedule of distribution for the Personal Property will be filed by the Sheriff of this County within five (5) days after the sale. Distribution of the proceeds of the sales in accordance with the schedules will, in fact, be made unless someone objects by filing exceptions to each schedule within ten (10) days of the filing date.

Information about the schedules of distribution may be obtained from the Columbia County Sheriff's Office located at 35 West Main Street, Bloomsburg, PA 17815.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY. It has been issued because there is a judgment against you. It may cause your property to be sold or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

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

Susquehanna Valley Legal Services
168 East 5th Street
Bloomsburg, PA 17815
Telephone: (570) 784-8760

THE LEGAL RIGHTS YOU MAY HAVE ARE:

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

2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.

HARTMAN UNDERHILL & BRUBAKER LLP

Dated: January 10, 2011

By: Michelle L. Groleau
Andrew F. Lucarelli, Esquire
Attorney I.D. No. PA 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. PA 209349
221 East Chestnut Street
Lancaster, PA 17602-2782
(717) 299-7254

Attorneys for Plaintiff: Susquehanna Bank

Legal Description for 488 W. 3rd Street, Mifflinville, PA 18631

Tax Parcel Identification No. 23-4-002-01

Short Description:

Premises situate at the intersection of Route 339 and the westbound off-ramp for exit ramp of Exit 242 of Interstate I-80, in Mifflin Township, Columbia County, Pennsylvania, known as 488 W. 3rd Street, Mifflinville, PA 18631, Tax Parcel No. 23-4-002-01, and as set forth in a deed recorded in Columbia County Recorder of Deeds' Office in Deed Book 694, Page 455.

Long Description:

ALL THAT CERTAIN, piece, parcel and tract of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at a rebar found at the southeast corner of lands now or late of the Peoples First National Bank and Trust Company, said rebar also being on the westerly line of the Interstate Route 80 Off Ramp; thence along the westerly side of said Interstate Route 80 Off Ramp, South 36 degrees 27 minutes 00 seconds East, 493.87 feet to a rebar found; thence along same South 10 degrees 20 minutes 00 seconds East, 112.22 feet to a rebar found on the westerly right of way line of Pennsylvania State Route 0339; thence along said right of way line South 18 degrees 15 minutes 00 seconds West, 75.00 feet to an iron bolt set; thence along same North 71 degrees 45 minutes 00 seconds West, 15.00 feet to a rebar set; thence same South 18 degrees 15 minutes 00 seconds West, 120.00 feet to a rebar found; thence North 71 degrees 42 minutes 30 seconds West, 135.00 feet to a railroad spike found on the easterly line of lands now or late of John A. Crisman; thence along the easterly line of lands now or late of said Crisman, North 08 degrees 17 minutes 21 seconds East 95.00 feet to a rebar found; thence along same North 10 degrees 17 minutes 39 seconds West, 78.95 feet to a rebar found; thence along same North 36 degrees 29 minutes 23 seconds West, 545.47 feet to a rebar found on the southerly line of lands now of late of the Peoples First National Bank and Trust Company; thence along the southerly line of lands now of late of the said Bank, North 74 degrees 00 minutes 37 seconds East, 176.97 feet to the place of BEGINNING.

CONTAINING 2.752 acres of land in all. All of the above being more fully shown on draft prepared by Bafile, James & Associates dated January 25, 1991. (File 1-1557) Survey made, description written by Bafile, James & Associates.

BEING the same premises conveyed by Clarence R. Laubach, Jr. and Lorraine D. Laubach, his wife, to Melvin J. Leiby and Gina A. Leiby, his wife; Christopher L. Leiby and Denise J. Leiby, his wife; and Elvin Jay Leiby, Jr. and Patricia Ann Leiby, his wife, Grantors herein, by deed dated July 10, 1998, recorded in the Columbia County Recorder of Deeds' Office on July 15, 1998 in Record Book 694, Page 455.

KNOWN as 488 W. 3rd Street, Mifflinville, PA 18631, Tax Parcel No. 23-4-002-01.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am this day serving the foregoing Notice upon the person
and in the manner indicated below:

Service by first class mail, addressed as follows:

James N. Clymer, Esquire
Clymer Musser Brown & Conrad, P.C.
408 West Chestnut Street
P.O. Box 1766
Lancaster, PA 17608-1766
Corporate Counsel for the Defendant

Original to be served upon Defendant by the Sheriff.

HARTMAN UNDERHILL & BRUBAKER LLP

Date: January 10, 2011

By: Michelle L. Groleau
Andrew F. Lucarelli, Esquire
Michelle L. Groleau, Esquire
Attorneys for Susquehanna Bank

221 East Chestnut Street
Lancaster, PA 17602-2782
(717) 299-7254

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/13/2011

SERVICE# 5 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

PERSON/CORP TO SERVED
CENTRAL COLUMBIA SCHOOL
DISTRICT
4777 OLD BERWICK ROAD
BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Deb Baker

RELATIONSHIP Secretary IDENTIFICATION _____

DATE 01/24/11 TIME 1005 MILEAGE _____ OTHER _____

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

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA ____ POB ____ POE X 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

Jeffrey R...

DATE

1/24/2011

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: P. D'ANGELO
DATE RECEIVED 1/13/2011

SERVICE# 4 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

PERSON/CORP TO SERVED

MIFFLIN WATER

2ND STREET

MIFFLINVILLE

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON WILLIAM LIVZIEY

RELATIONSHIP _____ IDENTIFICATION _____

DATE 01-20-11 TIME 1340 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) _____

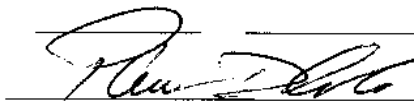
ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 01.20.11

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: CERTIFIED MAILING
DATE RECEIVED 1/13/2011

SERVICE# 14 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

PERSON/CORP TO SERVED
CAMERON THIEL
1150 RIDGEWOOD AVENUE
NESCOPECK

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON _____

RELATIONSHIP _____ IDENTIFICATION _____

DATE _____ TIME _____ MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

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

DEPUTY

For D. C. M. DATE *01-20-11*

602.00.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: / 4 /
DATE RECEIVED 1/13/2011

SERVICE# 16 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

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

SERVED UPON Margaret Cole

RELATIONSHIP 12th St IDENTIFICATION _____

DATE 1-18-11 TIME 0815 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 1-18-11

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 1/13/2011

SERVICE# 19 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

PERSON/CORP TO SERVED

COLUMBIA COUNTY TAX CLAIM

PO BOX 380

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Heather Hyatt

RELATIONSHIP Chick IDENTIFICATION _____

DATE 01/18/2011 TIME 0840 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 01/18/2011

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/13/2011

SERVICE# 3 - OF - 22 SERVICES
DOCKET # 183ED2010

PLAINTIFF SUSQUEHANNA BANK

DEFENDANT MIFFLINVILLE HOSPITALITY, LLC
ATTORNEY FIRM HARTMAN UNDERHILL & BRUBAKER LLP

PERSON/CORP TO SERVED

COLUMBIA COUNTY TREASURER

PO BOX 380

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Liz Dell

RELATIONSHIP 2nd Deputy IDENTIFICATION _____

DATE 01/18/2011 TIME 0840 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

01/18/2011

Document Receipt

Trans # 12182 Carrier / service: POST 2PM 1/20/2011

Ship to: 12182

CAMERON THIEL

1150 RIDGEWOOD AVENUE

Tracking #: 9171924291001000006916

Doc Ref #: 183ED2010

NESCOPECK PA 18635

Document Receipt

Trans #	11367	Carrier / service:	POST	2PM	1/13/2011
---------	-------	--------------------	------	-----	-----------

Ship to: 11367

WACHOVIA BANK A WELLS FARGO
COMAPNY

123 S. BROAD STREET

PHILADELPHIA PA 19109

Tracking #: 9171924291001000006909

Doc Ref #: 183ED2010

Document Receipt

Trans #	11366	Carrier / service:	POST	2PM	1/13/2011
---------	-------	--------------------	------	-----	-----------

Ship to: 11366

KANCHAN PATEL

16 MARSANNA LANE

Tracking #: 9171924291001000006893

Doc Ref #: 183ED2010

JONESTOWN PA 17038

Document Receipt

Trans # 11365 Carrier / service: POST 2PM 1/13/2011

Ship to: IRS

INTERNAL REVENUE SERVICE

WILLIAM GREEN FEDERAL BUILDING

600 ARCH STREET ROOM 3259

PHILADELPHIA PA 19106

Tracking #: 9171924291001000006886

Doc Ref #: 183ED2010

Document Receipt

Trans # 11363 Carrier / service: POST 2PM 1/13/2011

Ship to: COP

COMMONWEALTH OF PENNSYLVANIA DEPT OF REV SHERIFF SALE

Tracking #: 9171924291001000006862

DEPARTMENT 281230

Doc Ref #: 183ED2010

HARRISBURG PA 17128

Document Receipt

Trans # 11362 Carrier / service: POST 2PM 1/13/2011

Ship to: 11362

SUNIL PATEL

16 MARSANNA LANE

Tracking #: 9171924291001000006855

Doc Ref #: 183ED2010

JONESTOWN PA 17038

Document Receipt

Trans # 11361 Carrier / service: POST 2PM 1/13/2011

Ship to: 11361

SARITA HIRANI

2 WINDEMERE DRIVE

Tracking #: 9171924291001000006848

Doc Ref #: 183ED2010

WOODBURY NY 11797

Document Receipt

Trans #	11360	Carrier / service:	POST	2PM	1/13/2011
---------	-------	--------------------	------	-----	-----------

Ship to: 11360

JITENDRA KIRANI

2 WINDEMERE DRIVE

Tracking #: 9171924291001000006831

Doc Ref #: 183ED2010

WOODBURY NY 11797

Document Receipt

Trans # 11359 Carrier / service: POST 2PM 1/13/2011

Ship to: 11359

RASHMIKA PATEL

16 MARSANNA LANE

Tracking #: 9171924291001000006824

Doc Ref #: 183ED2010

JONESTOWN PA 17038

Document Receipt

Trans #	11358	Carrier / service:	POST	2PM	1/13/2011
---------	-------	--------------------	------	-----	-----------

Ship to: 11358

MUKESH PATEL

15 MARSANA LANE

Tracking #: 9171924291001000006817

Doc Ref #: 183ED2010

JONESTOWN PA 17038

Document Receipt

Trans # 11357 Carrier / service: POST 2PM 1/13/2011

Ship to: 11357

MITA PATEL

2069 N. READING ROAD

Tracking #: 9171924291001000006800

Doc Ref #: 183ED2010

DENVER PA 17517

Document Receipt

Trans # 11351 Carrier / service: POST 2PM 1/13/2011

Ship to: 11351

PANKA PATEL

2069 N. READING ROAD

Tracking #: 9171924291001000006787

Doc Ref #: 183ED2010

DENVER PA 17517

Document Receipt

Trans #	11346	Carrier / service:	POST	2PM	1/13/2011
---------	-------	--------------------	------	-----	-----------

Ship to: 11346

ACCOR FRANCHISING NORTH
AMERICA, LL

C/O CT CORP SYSTEM
116 PINE STREET

Tracking #: 9171924291001000006763

Doc Ref #: 183ED2010

HARRISBURG PA 17101

Document Receipt

Trans # 11350 Carrier / service: POST 2PM 1/13/2011

Ship to: FAIR

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC WELFARE

PO BOX 8016

Tracking #: 9171924291001000006770

Doc Ref #: 183ED2010

HARRISBURG PA 17105

REAL ESTATE OUTLINE

ED # 183-10

DATE RECEIVED 12-22-10
DOCKET AND INDEX 12-22-10

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 ☒ CK# 1103668417

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

SALE DATE Jan 30 TIME 1100
POSTING DATE Feb 23, 11
ADV. DATES FOR NEWSPAPER
1ST WEEK Mar 7
2ND WEEK 16
3RD WEEK 23, 11

1-3-11 1st F - noon Fri. Auction room

1-16-11 1st F - noon Fri. Auction room

SHERIFF'S SALE

WEDNESDAY MARCH 30, 2011 AT 11:00 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 183 OF 2010 ED AND CIVIL WRIT NO. 2261 OF 2010 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 and tract of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at a rebar found at the southeast corner of lands now or late of the Peoples First National Bank and Trust Company, said rebar also being on the westerly line of the Interstate Route 80 Off Ramp; thence along the westerly side of said Interstate Route 80 Off Ramp, South 36 degrees 27 minutes 00 seconds East, 493.87 feet to a rebar found; thence along same South 10 degrees 20 minutes 00 seconds East, 112.22 feet to a rebar found on the westerly right of way line of Pennsylvania State Route 0339; thence along said right of way line South 18 degrees 15 minutes 00 seconds West, 75.00 feet to an iron bolt set; thence along same North 71 degrees 45 minutes 00 seconds West, 15.00 feet to a rebar set; thence same South 18 degrees 15 minutes 00 seconds West, 120.00 feet to a rebar found; thence North 71 degrees 42 minutes 30 seconds West, 135.00 feet to a railroad spike found on the easterly line of lands now or late of John A. Crisman; thence along the easterly line of lands now or late of said Crisman, North 08 degrees 17 minutes 21 seconds East 95.00 feet to a rebar found; thence along same North 10 degrees 17 minutes 39 seconds West, 78.95 feet to a rebar found; thence along same North 36 degrees 29 minutes 23 seconds West, 545.47 feet to a rebar found on the southerly line of lands now of late of the Peoples First National Bank and Trust Company; thence along the southerly line of lands now of late of the said Bank, North 74 degrees 00 minutes 37 seconds East, 176.97 feet to the place of BEGINNING.

CONTAINING 2.752 acres of land in all. All of the above being more fully shown on draft prepared by Bafile, James & Associates date January 25, 1991. (File 1-1557) Survey made, description written by Bafile, James & Associates.

BEING the same premises conveyed by Clarence R. Laubach, Jr. and Lorraine D. Laubach, his wife, to Melvin J. Leiby and Gina A. Leivy, his wife; Christopher L. Leiby and Denise J. Leiby, his wife; and Elvin Jay Leiby, Jr. and Patricia Ann Leiby, his wife, Grantors herein, by deed dated July 10, 1998, recorded in the Columbia County Recorder of Deeds' Office on July 15, 1998 in Record Book 694, page 455.

KNOWN as 488 W. 3rd Street, Mifflinville, PA 18631, Tax Parcel No. 23-4-002-01.

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 with eight (8) days after the sale in cash, certified check or cashier's check.

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

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect 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 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
Andrew Lucarelli
221 East Chestnut Street
Lancaster, PA 17602

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

HARTMAN UNDERHILL & BRUBAKER LLP

ATTORNEYS AT LAW

ANDREW F. LUCARELLI
WILLIAM C. McCARTY
ALEXANDER HENDERSON, III
ROBERT M. FRANKHOUSER, JR.
THOMAS W. BERGEN
MICHAEL W. BABIC
MARK STANLEY
MARK E. LOVETT
KEVIN M. FRENCH
JOSHUA D. COHEN
KIM R. SMITH
STACEY L. MORGAN
RORY O. CONNAUGHTON
JEFFREY C. GOSS
JOHN A. MATEYAK
THEODORE L. BRUBAKER
ROBERT W. PONTZ
BRETT D. JACKSON
JEFFREY P. OUELLET
WILLIAM J. ZEE, III
DANA C. PANAGOPOULOS
MICHELLE L. GROLEAU
BRANDON S. HARTER
RICHARD P. CALLISON

221 EAST CHESTNUT STREET
LANCASTER, PENNSYLVANIA 17602-2782

(717) 299-7254

FAX (717) 299-3160

Web Site: www.hublaw.com

Direct Email: michellg@hublaw.com

December 29, 2010

COUNSEL
CHRISTOPHER S. UNDERHILL
MARK L. JAMES
MARYLOU BARTON

JOHN I. HARTMAN, JR.
(1919-2000)

THEODORE L. BRUBAKER
(1911-2002)

GEORGE T. BRUBAKER
(1942-2006)

HARRY St. C. GARMAN
(1945-2006)

Via Federal Express

Timothy T. Chamberlain, Sheriff
Columbia County Sheriff's Office
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

**Re: Susquehanna Bank v. Mifflinville Hospitality, LLC
No. 2010-CV-2261 / No. 2010-ED-183
Writ of Execution and Sheriff's Sale**

Dear Sheriff Chamberlain:

As you are aware, we represent the Plaintiff, Susquehanna Bank, in the above-captioned action. By correspondence dated December 20, 2010, I had the Columbia County Prothonotary's Office forward a Writ of Execution to your office for service. Please note that I have filed for the issuance of an amended Writ, to correct the address of the Mortgage Property owned by the Defendant. Once issued, the Prothonotary's Office will forward the Amended Writ of Execution to your office.

Once the Amended Writ of Execution is received, the Plaintiff requests the following actions by your office:

Please serve the Defendant, Mifflinville Hospitality, LLC, with the Amended Writ of Execution and supporting documents at 488 W. 3rd St., Mifflinville, Pennsylvania 18631, and levy upon the personal property of the Defendant located at that address.

Timothy T. Chamberlain, Sheriff

December 29, 2010

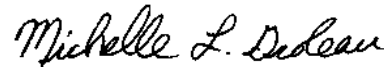
Page 2 of 2

Please note that the Writ of Execution is for both the real and personal property of the Defendant. Plaintiff has filed an Affidavit under Pennsylvania Rule of Civil Procedure 3101.2 setting forth its intent to proceed against Defendant's real and personal property. Therefore, please schedule a combined sale of the Defendant's personal property and the real estate located at 488 W. 3rd St., Mifflinville, Pennsylvania 18631, to occur during the March Sheriff's Sale. As requested, I have enclosed a deposit check in the amount of \$1,350.00 to cover the costs associated with the execution and the combined sheriff's sale of the personal and real property.

Once completed, I will also forward the other documents necessary for the Sheriff's Sale, including the Rule 3129.1 Affidavit, Notice of Sale, legal descriptions, and Affidavit of Service.

If you have any questions or require anything further, please do not hesitate to contact me. Thank you for your courtesy.

Sincerely,



Michelle L. Groleau

MLG/beb/00606152.DOC

Enclosures

cc: Robert E. Rahal, Senior Vice President
(Susquehanna Bank)
Andrew F. Lucarelli, Esquire

Andrew F. Lucarelli, Esquire
Attorney I.D. No. 15421
Michelle L. Grolcau, Esquire
Attorney I.D. No. 209349
HARTMAN UNDERHILL & BRUBAKER LLP
221 East Chestnut Street
Lancaster, PA 17602-2782
Phone: (717) 299-7254/Fax: (717) 299-3160

FILED
PROTHONOTARY

2010 DEC 30 P 12:43

CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA
Attorneys for Plaintiff:
Susquehanna Bank

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261 / NO. 2010-ED-183
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

PRAECIPE FOR AMENDED WRIT OF EXECUTION
UPON A CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Please amend the Writ of Execution issued on December 22, 2010, to reflect the correct address for the Mortgaged Property owned by the Defendant, 488 W. 3rd St., Mifflinville, Pennsylvania 18631, and issue an Amended Writ of Execution upon a judgment entered by confession in the above matter, as follows:

1. Directed to the Sheriff of Columbia County;
2. Against the Defendant, Mifflinville Hospitality, LLC;
3. Enter the Amended Writ, and amend the entry of the previous Writ, in the Judgment Index against the Defendant, Mifflinville Hospitality, LLC as a lis pendens against real property of the Defendant, including without limitation the real property located at 488 W. 3rd St., Mifflinville, Pennsylvania 18631; and
4. The total amount owed to Susquehanna, under a Construction Loan and an Equipment Loan, as of December 14, 2010, is \$3,227,889.46*.

The amount owed to Susquehanna pursuant to the Construction Loan as of December 14, 2010, is \$3,012,024.87, itemized as follows:

a. Total Principal	\$2,823,104.87
b. Total Interest (through December 14, 2010; \$621.16 per diem):	\$46,586.96
c. Attorneys' Commission as provided for in the Loan Agreement (5% amount owed):	\$141,155.24
d. Late Charges and Fees (through December 14, 2010):	<u>\$1,177.80</u>
TOTAL:	\$3,012,024.87*

The amount owed to Susquehanna pursuant to the Equipment Loan as of December 14, 2010, is \$215,864.59, itemized as follows:

a. Total Principal:	\$202,327.03
b. Total Interest (through December 14, 2010; \$42.99 per diem):	\$3,224.57
c. Attorneys' Commission as provided for in the Loan Agreement (5% amount owed):	\$10,116.35
d. Late Charges and Fees (through December 14, 2010):	<u>\$196.64</u>
TOTAL:	\$215,864.59*

* Subsequently accruing interest in the amount of 7.65% per annum (\$621.16 per diem for the Construction Loan; \$42.99 per diem for the Equipment Loan) and other accruing amounts, costs, and fees are to be included in the judgment.

CERTIFICATION

I certify that (a) this Praecipe is based upon a judgment entered by confession and (b) notice will be served at least thirty (30) days prior to the date of the Sheriff's Sale of the real property pursuant to Rule 2958.2.

HARTMAN UNDERHILL & BRUBAKER LLP

Dated: December 29, 2010

By: Michelle L. Groleau
Andrew F. Lucarelli, Esquire
Attorney I.D. No. PA 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. PA 209349
221 East Chestnut Street
Lancaster, PA 17602-2782
(717) 299-7254

Attorneys for Plaintiff: Susquehanna Bank

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261 / NO. 2010-ED-183
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

AMENDED WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA**

TO THE SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs against the Defendant, Mifflinville Hospitality, LLC, you are directed to levy upon both the real and personal property of the Defendant and to sell the Defendant's interest therein.

1. The real property of the Defendant includes the property located at 488 W. 3rd St., Mifflinville, Pennsylvania 18631, Tax Parcel Number 23-4-002-01, as more fully described in the legal description attached hereto as Exhibit A and incorporated by reference.

2. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than the Defendant, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

3. The total amount owed to Susquehanna, under a Construction Loan and an Equipment Loan, as of December 14, 2010, is \$3,227,889.46*.

The amount owed to Susquehanna pursuant to the Construction Loan as of December 14, 2010, is \$3,012,024.87, itemized as follows:

a. Total Principal	\$2,823,104.87
--------------------	----------------

b. Total Interest (through
December 14, 2010; \$621.16
per diem): \$46,586.96

c. Attorneys' Commission as
provided for in the Loan
Agreement (5% amount owed): \$141,155.24

d. Late Charges and Fees
(through December 14, 2010): \$1,177.80

TOTAL: \$3,012,024.87*

The amount owed to Susquehanna pursuant to the Equipment Loan as of December 14,
2010, is \$215,864.59, itemized as follows:

a. Total Principal: \$202,327.03

b. Total Interest (through
December 14, 2010;
\$42.99 per diem): \$3,224.57

c. Attorneys' Commission
as provided for in the Loan
Agreement (5% amount
owed): \$10,116.35

d. Late Charges and Fees
(through December 14,
2010): \$196.64

TOTAL: \$215,864.59*

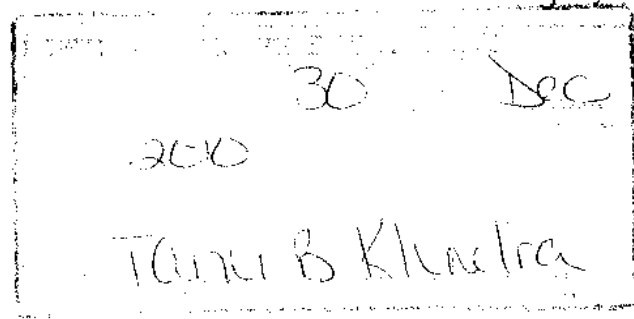
* Subsequently accruing interest in the amount of 7.65% per annum (\$621.16 per diem for
the Construction Loan; \$42.99 per diem for the Equipment Loan) and other accruing amounts,
costs, and fees are to be included in the judgment.

TAMI KLINE, PROTHONOTARY

Date: 12/30, 2010

Seal of the Court

By: Tami B. Kline
Deputy



Tax Parcel Identification No. 23-4-002-01

EXHIBIT "A"

Premises situate at the intersection of Route 339 and the westbound off-ramp for exit ramp of Exit 242 of Interstate I-80, in Mifflin Township, Columbia County, Pennsylvania, known as Tax Parcel No. 23-4-002-01, and as set forth in a deed recorded in Columbia County Recorder of Deeds Office in Deed Book 694, Page 455.

ALL THAT CERTAIN, piece, parcel and tract of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at a rebar found at the southeast corner of lands now or late of the Peoples First National Bank and Trust Company, said rebar also being on the westerly line of the Interstate Route 80 Off Ramp; thence along the westerly side of said Interstate Route 80 Off Ramp south 36 degrees 27 minutes 00 seconds east 493.87 feet to a rebar found; thence along same south 10 degrees 20 minutes 00 seconds east 112.22 feet to a rebar found on the westerly right-of-way line of Pennsylvania State Route 0339; thence along said right of way line south 18 degrees 15 minutes 00 seconds west 75.00 feet to an iron bolt set; thence along same north 71 degrees 45 minutes 00 seconds west 15.00 feet to a rebar set; thence along same south 18 degrees 15 minutes 00 seconds west 120.00 feet to a rebar found; thence north 71 degrees 42 minutes 30 seconds west 135.00 feet to a railroad spike found on the easterly line of lands now or late of John A. Crisman; thence along the easterly line of lands now or late of said Crisman north 08 degrees 17 minutes 21 seconds east 95.00 feet to a rebar found; thence along same north 10 degrees 17 minutes 39 seconds west 78.95 feet to a rebar found; thence along same north 36 degrees 29 minutes 23 seconds west 545.47 feet to a rebar found on the southerly line of lands now of late of the Peoples First National Bank and Trust Company; thence along the southerly line of lands now of late of the said Bank north 74 degrees 00 minutes 37 seconds east 176.97 feet to the place of BEGINNING

CONTAINING 2.752 acres of land in all. All of the above being more fully shown on draft prepared by Baffle, James & Associates dated January 25, 1991. (File 1-1557) Survey made, description written by Baffle, James & Associates.

BEING the same premises conveyed by Clarence R. Laubach, Jr. and Lorraine D. Laubach, his wife, to Melvin J. Leiby and Gina A. Leiby, his wife; Christopher L. Leiby and Denise J. Leiby, his wife; and Elvin Jay Leiby, Jr. and Patricia Ann Leiby, his wife, Grantors herein, by deed dated July 10, 1998, recorded in the Columbia County Recorder of Deeds Office on July 15, 1998 in Record Book 694, Page 455.

Andrew F. Lucarelli, Esquire
Attorney I.D. No. 15421
Michelle L. Grolcau, Esquire
Attorney I.D. No. 209349
HARTMAN UNDERHILL & BRUBAKER LLP
221 East Chestnut Street
Lancaster, PA 17602-2782
Phone: (717) 299-7254/Fax: (717) 299-3160

Attorneys for Plaintiff:
Susquehanna Bank

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing, or (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Susquehanna Valley Legal Services
168 East 5th Street
Bloomsburg, PA 17815
Telephone: (570) 784-8760

HARTMAN UNDERHILL & BRUBAKER LLP

Date: December 29, 2010

By: Michelle L. Groleau
Andrew F. Lucarelli, Esquire
Attorney I.D. No. 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. 209349
221 East Chestnut Street
Lancaster, PA 17602-2782
(717) 299-7254

Attorneys for Plaintiff: Susquehanna Bank

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind):

☐ (ii) paid in cash following the sale of the property levied upon;

or

(b) I claim the following exemption (specify property and basis of exemption): _____

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption:

☐ in cash; ☐ in kind (specify property): _____

(b) other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be give to me at _____ (Address),
 _____ (Telephone Number).

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____, 20__

MIFFLINVILLE HOSPITALITY, LLC

By: _____

Name: _____

Title: _____

THIS CLAIM IS TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF COLUMBIA COUNTY

Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815
Telephone Number: (570) 389-5622

Andrew F. Lucarelli, Esquire
Attorney I.D. No. 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. 209349
HARTMAN UNDERHILL & BRUBAKER LLP
221 East Chestnut Street
Lancaster, PA 17602-2782
Phone: (717) 299-7254/Fax: (717) 299-3160

Attorneys for Plaintiff:
Susquehanna Bank

SUSQUEHANNA BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	OF COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 2010-CV-2261
MIFFLINVILLE HOSPITALITY, LLC,	:	
Defendant.	:	CONFESSION OF JUDGMENT

AFFIDAVIT PURSUANT TO RULE 3101.2

Plaintiff, Susquehanna Bank ("Susquehanna"), intends to proceed against Defendant's real property and personal property in accordance with its rights against the real property pursuant to Section 9604 of the Uniform Commercial Code and Pennsylvania Rule of Civil Procedure 3101.2.

On or about January 31, 2008, Susquehanna loaned to Defendant, Mifflinville Hospitality, LLC, the aggregate sum of \$3,225,000 in accordance with a Loan Agreement, consisting of a Construction Loan and an Equipment Loan ("Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as "Exhibit A" and incorporated by reference.

To evidence its obligations to repay the Construction Loan, Defendant executed and delivered to Susquehanna a Construction Loan Note dated January 31, 2008 (the "Construction Loan Note"). To evidence its obligations to repay the Equipment Loan, Defendant executed and delivered to Susquehanna an Equipment Loan Note dated January 31, 2008 (the "Equipment Loan Note"). True and correct copies of the Construction Loan Note and Equipment Loan Note

are attached hereto as Exhibit “B” and Exhibit “C”, respectively, and the provisions of each are incorporated herein by reference.

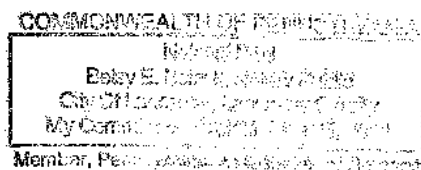
In order to provide security for the Loan, Defendant executed and delivered to Susquehanna two mortgages on its real property located at 488 W. 3rd St., Mifflinville, Pennsylvania 18631, Tax Parcel No. 23-4-002-01 (“Mortgaged Property”), consisting of a first lien open-end mortgage dated January 31, 2008, recorded as Instrument No. 200801245, to secure the obligations under the Construction Loan and any subsequent loans (the “Construction Loan Mortgage”); and a second lien open-end mortgage dated January 31, 2008, recorded as Instrument No. 200801248, to secure the obligations under the Equipment Loan and any subsequent loans (the “Equipment Loan Mortgage”). True and correct copies of the Construction Loan Mortgage and the Equipment Loan Mortgage are attached hereto as Exhibit “D” and Exhibit “E”, respectively, and incorporated herein by reference.

Susquehanna confessed judgment against Defendant under the Loan Agreement in the above-captioned matter on December 17, 2010, in the total amount of \$3,227,889.46, plus subsequently accruing interest, fees, and costs of this action. The Loan Agreement, Notes, and Mortgages cover the Defendant’s real property and the Defendant’s personal property, against both of which Susquehanna seeks execution. Susquehanna is entitled to seek execution of its confessed judgment against the Mortgaged Property as the holder of the first and second mortgages on the Mortgaged Property.

Affirmed and subscribed to before
me this 29th day of December,
2010.

Betsy E. Bolack
Notary Public

My Commission Expires:



HARTMAN UNDERHILL & BRUBAKER LLP

By: Michelle L. Groleau
Andrew F. Lucarelli, Esquire
Attorney I.D. No. PA 15421
Michelle L. Groleau, Esquire
Attorney I.D. No. 209349

Attorneys for Plaintiff: Susquehanna Bank

LOAN AGREEMENT

THIS AGREEMENT, made this 31st day of January, 2008, by and between **MIFFLINVILLE HOSPITALITY, LLC**, a Pennsylvania Limited Liability Company, 16 Marsanna Lane, Jonestown, PA 17038 (herein referred to as Borrower); **MUKESH R. PATEL and RASHMIKA M. PATEL**, husband and wife, 16 Marsanna Lane, Jonestown, PA 17038 (hereinafter referred to as M. Patel); **SUNIL R. PATEL and KANCHAN S. PATEL**, husband and wife, 16 Marsanna Lane, Jonestown, PA 17038 (hereinafter referred to as S. Patel); **JITENDRA HIRANI and SARITA HIRANI**, husband and wife, 172 Andrews Road, Mineola NY 11501 (hereinafter referred to as Hirani); **PANKAJ M. PATEL and MITA P. PATEL**, husband and wife, 740 Swartzville Road, Reinholds, PA 17569 (hereinafter referred to as P. Patel) (M. Patel, S. Patel, Hirani, and P. Patel hereinafter sometime individually referred to as Surety, and collectively as Sureties); and **SUSQUEHANNA BANK**, a Pennsylvania banking institution, 1060 Main Street, Blue Ball, PA 17506 (hereinafter referred to as Bank):

WITNESSETH, that in consideration of the mutual covenants as herein set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I - BACKGROUND

1.1 The Borrower is a Pennsylvania Limited Liability Company. The members of the Borrower are as follows: Mukesh R. Patel - 20%; Sunil R. Patel - 25%; Jitendra Hirani - 25%, and Pankaj M. Patel - 30%. The Managers of the Borrower are Mukesh R. Patel and Sunil R. Patel.

1.2 Borrower has entered into an agreement to acquire certain premises situate at the intersection of Route 339 and the westbound off-ramp for exit ramp of Exit 242 of Interstate I-80, in Mifflin Township, Columbia County, Pennsylvania, known as Tax Parcel No. 23-4-002-01, and as set forth in a deed recorded in Columbia County Recorder of Deeds Office in Deed Book 694, Page 455 (hereinafter referred to as the Premises). Borrower intends to construct a 65 room motel on the Premises, to be operated under a franchise with Best Western Inn & Suites (the Project). Borrower also intends to purchase furniture, fixtures, computers, and telecommunications equipment to be utilized in the operation of the motel.

1.3 Bank desires to grant Borrower certain credit facilities for the purpose of financing the construction of the Project, funding of the required interest escrow account, and the acquisition of furniture, fixtures, computers and telecommunications equipment. The parties hereto desire to set forth the terms and conditions which will govern the granting of the aforesaid credit facilities by Bank to Borrower.

ARTICLE II - CONSTRUCTION LOAN

2.1 Subject to terms and conditions herein set forth, Bank agrees to lend to Borrower a total sum not to exceed of Two Million Nine Hundred Eighty-five and 00/100 Dollars (\$2,985,000.00) (herein referred to as the Construction Loan). This obligation shall be evidenced by a promissory Note, bearing even date herewith (hereinafter referred to as the Construction Loan Note), and other loan documentation as herein provided, secured as herein provided. The Construction Loan Note shall contain clauses authorizing confession of judgment against the Borrower in the event of default. The proceeds of the Construction Loan Note shall be advanced as a Construction Loan under the provisions governing construction advances hereinafter set forth.

2.2 Borrower shall construct the Project during a period of time commencing on the date hereof and extending for a period not to exceed twelve (12) full calendar months following the date hereof; this period of time is herein referred to as the Construction Period. The Construction Period shall end on the date on which the Project is completed, ready for occupancy, or on January 31, 2009, whichever shall first occur. The date when the Construction Period ends is herein referred to as the Amortization Date.

2.3 The terms of the Construction Loan Note shall consist of the Construction Period, plus a period of two hundred forty (240) calendar months following the Amortization Date. During the Construction Period, interest only at the contract rate shall be payable monthly upon invoice from Bank, invoices being payable no later than the 15th day following the invoice date. Commencing on the same date in the calendar month following the Amortization Date, the principal balance of the Construction Loan Note, together with interest in arrears accrued at the contract rate, shall be payable in monthly installments, due on the last day each month without demand. The amount of each installment shall be an amount which, if paid monthly over the remainder of the term of each of the Construction Loan Note, will be sufficient to pay in full all principal, together with interest accrued at then-current contract rate.

2.4 The outstanding principal balance of the Construction Loan shall bear interest at the Seven and Sixty-five Hundredths Percent (7.65%) from the date hereof until January 31, 2013. On February 1, 2013, and on the first day of February annually thereafter, the interest rate applicable to the outstanding principal balance of the obligation shall be adjusted to then applicable Wall Street Prime Rate, as hereinafter defined, plus Twenty-five Hundredths (0.25%) Percent per annum. The entire principal balance, together with accrued interest and costs, shall be due and payable in full, if not sooner paid, on the on the last day of the two hundred fortieth month following the Amortization Date.

2.5 The proceeds of the Construction Loan Note shall be utilized exclusively for the purpose of payment of the costs of acquisition of the Premises, construction of the Project, together with closing costs.