

insured, plus taxes, ground rents, assessments, or charges relating to lighting, fire hydrants, garbage and trash, standby charges for fire protection service, and matters of a similar or allied nature, and sewer and water rents next due on the Premises covered by this Mortgage (all as estimated by the Mortgagee and of which the Mortgagor is notified), less all sums already paid therefor, divided by the number of periodic payment dates to elapse before one month prior to the date when such premiums, taxes, ground rents, assessments, or charges as aforesaid, and sewer and water rents will become due, such sums to be held by the Mortgagee as Escrow Agent for the Mortgagor, to pay said premiums, taxes, ground rents, assessments or charges as aforesaid, and sewer and water rents; (b) the aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each period to be applied as hereinafter stated. Any deficiency in the amount of any such aggregate periodic payment shall constitute an event of default hereunder and under the Note unless made good by the Mortgagor prior to the due date of the next such payment. The payments required under (a) of this paragraph shall be reviewed annually, and, if the total of such payments shall exceed the amount of payments actually made by Mortgagee as Escrow Agent for taxes, ground rents, assessments, or charges as aforesaid, or sewer or water rents or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option as Escrow Agent, shall be applied to the principal of this debt if principal payments are in arrears at such time, or to interest due thereon if interest payments are in arrears at such time. If, however, the total of such payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as Escrow Agent any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency. Mortgagor hereby authorizes Mortgagee to disburse said escrow fund, in whole or in part, from time to time, without further authorization from or notice to said Mortgagor. Payments made under this mortgage and the accompanying Note shall be applied to the following items in the order stated: (1) Taxes, assessments, or charges as aforesaid, sewer and water rents, fire and other hazard insurance premiums, and mortgage insurance premiums; (2) expenses of collection as authorized herein; (3) interest on this debt; and (4) amortization of the principal of this debt.

16. Renewals and Extensions. This Mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release Mortgagor from personal liability for the indebtedness hereby secured.

17. Severability. In the event that any provision of this Mortgage shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. Successors and Assigns. This Mortgage inures to the benefit of Mortgagee and binds Mortgagor, and their respective successors and assigns. Mortgagee may assign or otherwise transfer this Mortgage and any or all of the loan documents to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to Mortgagee herein or otherwise.

19. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, to such party, in the case of Mortgagor, at its address upon the Mortgagee's records and, in the case of the Mortgagee, at such address as it may designate from time to time.

20. Open-end Mortgage – Termination of Advances. Mortgagor acknowledges that, in the event that Mortgagee receives written notice from a third party holder of a subordinate lien or encumbrance upon the Mortgaged Premises or from a person providing labor or materials for the construction, alteration, or repair of the Mortgaged Premises, providing Mortgagee with notice of such interest, Mortgagee may, without notice to Mortgagor, elect to make no further advances of principal under the terms of the Note, any Construction Loan Agreement, or other documents evidencing the indebtedness secured by this Mortgage, whether or not all principal thereunder has been advanced prior to the date of such notice, and Mortgagee shall have no liability to Mortgagor for any damages resulting from such determination. In addition, at the election of Mortgagee, the receipt of such notice may, without notice to Mortgagor, be deemed an event of default under this Agreement and under any document executed pursuant hereto and made a part hereof. Further, Mortgagee's obligation to advance loan principal shall immediately terminate without further liability in the event that Mortgagee receives from Mortgagor written notification indicating that Mortgagor has elected to make a unilateral amendment to this Mortgage, and the receipt of such notice shall serve as a full release and discharge of all of Mortgagee's obligations to advance additional principal under the terms of the Note of any other document executed in connection therewith, evidencing indebtedness secured by this Mortgage.

21. Open-End Mortgage – Costs, Etc. as Future Advances. Anything to the contrary herein notwithstanding, this Mortgage shall be deemed to secure any and all expenses incurred by Mortgagee by reason of default, including, but not limited to, court costs and counsel fees, advances made for the payment of taxes, assessments, maintenance charges, or insurance premiums, expenses incurred by the Mortgagee by reason of default by Mortgagor, costs incurred for the protection of the Mortgaged Premises or the lien of the Mortgage, and all interest at the contract rate on all outstanding principal balances.

22. Second Mortgage. This mortgage shall be under and subject to the lien of a certain mortgage executed by Mortgagor in favor of Mortgagee, of even date herewith, and intended for immediate recording in the Columbia County Recorder of Deed's Office, securing indebtedness of the Mortgagor to the Mortgagee in the original principal amount of \$2,985,000.00. During the term of this Mortgage, Mortgagor shall promptly and in a timely manner pay and perform in full all of Mortgagor's obligations under or in respect of any mortgage having priority over this Mortgage, or any notes secured by any such Mortgage, and shall, upon receipt of written requests from the Mortgagee deliver to Mortgagee written evidence, satisfactory in form and substance to Mortgagee, confirming such payment and performance. For the purposes hereof, any default by Mortgagor in the performance of any other terms and conditions of any mortgage having priority over this Mortgage, or any notes secured thereby, shall, at the election of Mortgagee, constitute a default hereunder.

23. Foreign Person. Mortgagor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department adopted in connection therewith, including any temporary regulations.

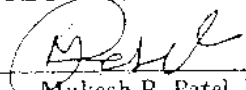
24. Number and Gender. For purposes of this Mortgage, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require.

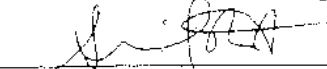
25. Incorporation by Reference. All of the terms and provisions of the Note and the loan documents are hereby incorporated herein by reference.

26. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Mortgagor has executed these presents under seal on the date first above written.

MIFFLINVILLE HOSPITALITY, LLC

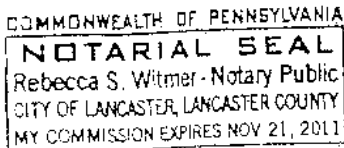
By:  (SEAL)  
Mukesh R. Patel, Manager

By:  (SEAL)  
Sunil R. Patel, Manager

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

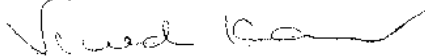
On this 31<sup>st</sup> day of January, 2008, before me, a notary public, the undersigned officer, personally appeared Mukesh R. Patel and Sunil R. Patel, who acknowledged themselves to be the managers of Mifflinville Hospitality, LLC, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as managers.

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



  
Notary Public

I, the undersigned Agent for Mortgagee, do hereby certify that the correct address of the within named Mortgagee is Susquehanna Bank PA, P O. Box 639, Maugansville, MD 21767

  
Vinod Kanabar Senior Vice President

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 435.

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 Bafle, James & Associates dated January 25, 1991. (File 1-1557) Survey made, description written by Bafle, 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.

CLYMER & MUSSER, P.C.

ATTORNEYS AT LAW

408 WEST CHESTNUT STREET

POST OFFICE BOX 1766

LANCASTER, PA. 17608-1766

(717) 299-7101

FAX (717) 299-5115

www.clymerlaw.com

E-MAIL law@clymerlaw.com

May 9, 2008

JAMES N. CLYMER  
ROBERT E. MUSSER  
JEFFREY D. MOHLER  
LEONARD C. BROWN, III  
ANDREA L. SHAW  
DAVID R. DYE  
JEFFREY A. CONRAD  
DAVID W. MERSKY

303 COMMERCE DR., SUITE A  
QUARRYVILLE, PA. 17566  
(717) 786-0500  
FAX (717) 786-2111

210 NORTH STATE STREET  
EPHRATA, PA. 17522

DIRECT ALL CORRESPONDENCE  
TO THE LANCASTER OFFICE

Vinod Kanabar  
Susquehanna Bank  
9 East Main Street  
Lititz, PA 17543-7000

Re: Mifflinville Hospitality, LLC

Dear Mr. Kanabar:

Enclosed are the following original documents:

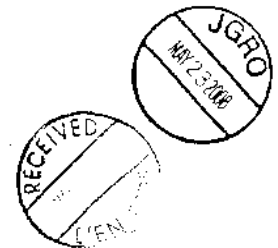
- 1) Mortgage in the amount of \$2,985,000.00 recorded February 11, 2008 in Columbia County Recorder of Deeds
- 2) Mortgage in the amount of \$240,000.00 recorded February 11, 2008 in Columbia County Recorder of Deeds
- 3) Absolute Assignment of Leases, Rents and Security Deposits recorded February 11, 2008 in Columbia County Recorder of Deeds
- 4) Assignment of Agreements Affecting Real Estate recorded February 11, 2008 in Columbia County Recorder of Deeds
- 5) Copy of UCC-1 Financing Statement recorded February 11, 2008, in Columbia County Recorder of Deeds
- 6) Loan Policy issued by Security Title Guarantee Corporation of Baltimore in the amount of \$2,985,000.00
- 7) Loan Policy issued by Security Title Guarantee Corporation of Baltimore in the amount of \$240,000.00

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely,

  
James N. Clymer

JNC/mh  
Enclosures



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am this day serving the Plaintiff's Affidavit 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

HARTMAN UNDERHILL & BRUBAKER LLP

Date: December 29, 2010

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

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

**Susquehanna Bank v. Mifflinville Hospitality, LLC, No. 2010-CV-2261**

**Legal Description for 488 W. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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. Grolcau  
Andrew F. Lucarelli, Esquire  
Michelle L. Grolcau, Esquire  
Attorneys for Susquehanna Bank

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

**HARTMAN UNDERHILL & BRUBAKER LLP**

**ATTORNEYS AT LAW**

ANDREW F. LUCARELLI  
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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

221 EAST CHESTNUT STREET  
LANCASTER, PENNSYLVANIA 17602-2782

(717) 299-7254

FAX (717) 299-3160

Web Site: [www.hublawn.com](http://www.hublawn.com)

Direct Email: [michellg@hublaw.com](mailto:michellg@hublaw.com)

January 11, 2011

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**  
**Sale of Real and Personal Property**

Dear Sheriff Chamberlain:

As requested, I have enclosed the documents needed in order to list the real and personal property involved in the above-captioned matter for sale at the Sheriff's Sale scheduled for March 30, 2011, as follows:

1. A Waiver of Watchman;
2. A Notice of Sheriff's Sale of Real Estate Pursuant to Pa. R.C.P. 3129.2;
3. An Affidavit Pursuant to Rule 3129.1;
4. A legal description; and
5. A Notice Under Rule 2958.2 of Judgment and Execution Thereon.

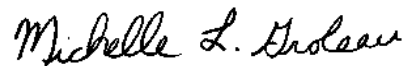
The original 3129.1 Affidavit is being filed with the Columbia County Prothonotary's Office.

Timothy T. Chamberlain, Sheriff  
Columbia County Sheriff's Office  
January 11, 2011  
Page -2-

Please serve the Defendant, Mifflinville Hospitality, LLC, at 488 West 3<sup>rd</sup> Street, Mifflinville, Pennsylvania 18631, with (1) the Notice Under Rule 2958.2 of Judgment and Execution Thereon and (2) the Notice of Sheriff's Sale of Real Estate Pursuant to Pa. R.C.P. 3129.2. This request is in addition to our request that the Defendant be served with the Amended Writ of Execution and that your office levy upon the personal property of the Defendant located at 488 West 3<sup>rd</sup> Street, Mifflinville, Pennsylvania 18631.

Thank you for your assistance in this matter. Please do not hesitate to contact me with any questions or for additional documents.

Sincerely,

A handwritten signature in black ink that reads "Michelle L. Groleau". The script is cursive and fluid.

Michelle L. Groleau

MLG/bcb/00607385.1

Enclosures

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

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

**WAIVER OF WATCHMAN**

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

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

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 UNDER RULE 2958.2 OF JUDGMENT AND EXECUTION THEREON**

**NOTICE OF DEFENDANT'S RIGHTS**

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TO: **Mifflinville Hospitality, LLC**  
**488 W. 3rd Street**  
**Mifflinville, Pennsylvania 18631**

A judgment in the amount of \$3,227,889.46 plus subsequently accruing interest, costs and fees, has been entered against you and in favor of Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Court has issued an Amended Writ of Execution which directs the Sheriff to levy upon and sell certain personal property and real property owned by you to pay the judgment. The Sheriff's Sale has been scheduled for March 30, 2011, at 9:00 a.m.

You may have legal rights to defeat the judgment or prevent or delay the Sheriff's Sale.

**YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY THE SHERIFF'S SALE PRIOR TO THE SHERIFF'S SALE OR YOU MAY LOSE YOUR RIGHTS.**

**YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

**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 WITHOUT HIRING A LAWYER.**

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

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

HARTMAN UNDERHILL & BRUBAKER LLP

Date: January 10, 2011

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

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

**Susquehanna Bank v. Mifflinville Hospitality, LLC, No. 2010-CV-2261**

**Legal Description for 488 W. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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.**

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

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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

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Plaintiff, Susquehanna Bank, sets forth, as of the date the Praecipe for Amended Writ of Execution was filed, the following information concerning the real property located at 488 W. 3rd Street, Mifflinville, PA 18631, which is more fully described in the Mortgage recorded on February 11, 2008, as Instrument No. 200801245, in the records of the Columbia County Recorder of Deeds. A true and correct copy of the Mortgage is attached hereto and is incorporated by reference.

1. Name and address of owner(s) or reputed owner(s):

<u>Name</u>	<u>Address</u>
Mifflinville Hospitality, LLC	488 W. 3rd Street Mifflinville, PA 18631

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

<u>Name</u>	<u>Address</u>
Mifflinville Hospitality, LLC	488 W. 3rd Street Mifflinville, PA 18631

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

<u>Name</u>	<u>Address</u>
Susquehanna Bank	100 Sterling Parkway Suite 100 Mechanicsburg, PA 17050

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

<u>Name</u>	<u>Address</u>
Susquehanna Bank	100 Sterling Parkway Suite 100 Mechanicsburg, PA 17050

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

<u>Name</u>	<u>Address</u>
N/A	N/A

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

<u>Name</u>	<u>Address</u>
Accor Franchising North America, LLC	c/o CT Corporation System 116 Pine Street, Suite 320 Harrisburg, PA 17101

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

<u>Name</u>	<u>Address</u>
Columbia County Treasurer	11 West Main Street Bloomsburg, PA 17815
Columbia County Tax Office	P.O. Box 380 Bloomsburg, PA 17815


Mifflin Township	P.O. Box 359 Mifflinville, PA 18631
Central Columbia School District	4777 Old Berwick Road Bloomsburg, PA 17815
Pankaj M. Patel and Mita P. Patel	2069 N. Reading Road Denver, PA 17517
Mukesh R. Patel and Rashmika M. Patel	16 Marsanna Lane Jonestown, PA 17038
Jitendra Hirani and Sarita Hirani	2 Windemere Drive Woodbury, NY 11797
Sunil R. Patel and Kanchan S. Patel	16 Marsanna Lane Jonestown, PA 17038
Cameron F. Thiel	1150 Ridgewood Avenue Nescopeck, PA 18635
Wachovia Bank, a Wells Fargo Company (f/k/a Wachovia Bank, N.A.)	123 S. Broad Street Philadelphia, PA 19109

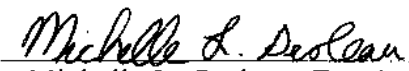
## VERIFICATION

I hereby 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 all statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

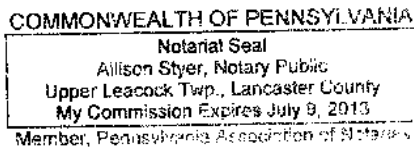
Affirmed and subscribed to  
before me this 10th day of  
January, 2011.

HARTMAN UNDERHILL & BRUBAKER LLP

  
Notary Public

By:   
Michelle L. Groleau, Esquire

My Commission Expires:



Prepared by:  
James K. Weaver, Esq.  
1302 Wheatland Ave.  
Lancaster, PA 17603

Return to:  
Susquehanna Bank PA  
P.O. Box 639  
Maugansville, MD 21767

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

**MORTGAGE**  
**Open-End Mortgage**  
**THIS MORTGAGE SECURES FUTURE ADVANCES**

THIS MORTGAGE (hereafter "Mortgage") is made this 31<sup>st</sup> day of January, 2008, by and between **MIFFLINVILLE HOSPITALITY, LLC**, a Pennsylvania Limited Liability Company, 16 Marsana Lane, Jonestown, PA 17038 (hereafter referred to as "Mortgagor"), and **SUSQUEHANNA BANK**, a Pennsylvania banking institution, with offices at 1060 Main Street, Blue Ball, PA 17506 (hereinafter called the Mortgagee).

WHEREAS, Mortgagor has executed certain promissory notes (hereinafter collectively referred to as the "Note") of even date herewith, in favor of Mortgagee, in the original principal amount of **TWO MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$2,985,000.00)**, with interest thereon at the rate therein specified, the terms of which are incorporated herein by reference. Mortgagor and Mortgagee have executed a Loan Agreement dated this date (hereinafter "Construction Loan Agreement"), pursuant to the terms of which Mortgagee is obligated to make future advances to Mortgagor under the terms and conditions set forth therein, all of which are incorporated herein by reference. The Construction Loan Agreement, and the Assignment of Construction Contract and Assignment of Agreements Affecting Real Estate (as those terms are defined in the Construction Loan Agreement) are hereinafter referred to individually as a "Loan Document" and collectively as the "Loan Documents," and any guaranty of, and any other collateral securing any of Mortgagor's obligations under any of the Loan Documents are hereinafter referred to collectively as "Collateral."

NOW THIS MORTGAGE WITNESSETH, that in consideration of the aforesaid, together with all other sums recoverable by Mortgagee under the terms of the Loan Documents, together with all existing and future liabilities of Mortgagor to Mortgagee under the Loan Documents (said indebtedness, interest and all other sums and liabilities are hereinafter collectively referred to as the "Aggregate Debt"), and as security for the due and timely performance by Mortgagor of all of the other provisions of the Loan Documents, and intending to be legally bound hereby, Mortgagor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, RELEASES, PLEDGES AND MORTGAGES to Mortgagee all that certain real property more fully described in Exhibit A attached hereto and made a part hereof ("Real Property"):

TOGETHER WITH all right, title and interest of Mortgagor in and to the following property rights and interests, which Mortgagor hereby assigns to Mortgagee until the Aggregate Debt is paid (the Real Property together with the following property being hereinafter collectively called the "Mortgaged Property"):

- (a) all buildings and other improvements now or hereafter located on the Real

facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the "Income and Rents" and all such rights are hereinafter referred to as the "Accounts Receivable");

(j) any securities or guaranties held by Mortgagor with respect to any of the Intangibles, Awards, Leases or Accounts Receivable, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same ("Security"); and

(k) the right, in the name and on behalf of itself or Mortgagor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Mortgagee in the Real Property and Improvements.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Property hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein. Notwithstanding the foregoing, Mortgagor shall, at its own cost, make, execute, acknowledge, deliver and record any and all such further acts, deeds, conveyances, mortgages, notices of assignment, transfers, assurances and other documents as Mortgagee shall from time to time require for better assuring, conveying, assigning, transferring and confirming unto Mortgagee of the Mortgaged Property and the other rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign for carrying out the intention of facilitating the performance of the terms of this Mortgage. In addition, Mortgagor hereby agrees that this Mortgage is a security agreement under the Pennsylvania Uniform Commercial Code and creates in Mortgagee a security interest thereunder in, among other things, all Equipment, Building Equipment, Intangibles, Awards, Insurance Policies, Leases, Income and Rents, Accounts Receivable and Security. Mortgagor shall, at its own cost and expense, execute, deliver and file any financing statements, continuation certificates and other documents Mortgagee may require from time to time to perfect and maintain in favor of the Mortgagee a security interest under the Uniform Commercial Code in such Equipment, Building Equipment, Intangibles, Awards, Insurance Policies, Leases, Income and Rents, Accounts Receivable and Security. Without limiting the generality of any of the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file any of the documents referred to hereinabove for and on behalf of Mortgagor.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor or its successors or assigns shall well and truly pay or cause to be paid unto Mortgagee, its successors or assigns, the Aggregate Debt secured by this Mortgage, and otherwise perform Mortgagor's obligations under the Loan Documents, then this Mortgage, and the estate hereby granted, shall cease, determine and be void, and Mortgagee shall furnish to Mortgagor a satisfaction of this Mortgage in proper form for recording, but Mortgagee shall not be required to bear any expense or cost in connection with such satisfaction or the recording thereof.

THIS MORTGAGE covers, inter alia, present and future advances made pursuant to the Construction Loan Agreement and such future advances shall relate back to the date of this Mortgage.

MORTGAGOR WARRANTS TO AND COVENANTS WITH Mortgagee as follows:

1. Title. As of the date hereof (a) Mortgagor has good and marketable title to an indefeasible fee simple estate in the Mortgaged Property subject to no lien, charge or encumbrance except such as are listed as exceptions to title or exclusions from coverage in the title insurance policy being issued to Mortgagee concurrently with the recording of this Mortgage; (b) this Mortgage is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to the matters referred to in subparagraph (a) hereof; (c) Mortgagor shall preserve such title, and all of its rights in and to the Mortgaged Property, and shall forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and entities whomsoever, subject only to the matters referred to in subparagraph (a) hereof; and (d) Mortgagor has full power and lawful authority to mortgage the Mortgaged Property and grant a security interest therein in the manner and form herein done or intended hereafter to be done.
2. Payment and Performance. Mortgagor shall punctually pay or cause to be paid the Aggregate Debt, in the amounts and at the times and places that the same may be due, and perform and comply with all of the terms, covenants, conditions and obligations contained in the Loan Documents.
3. Taxes and Other Charges. Mortgagor shall pay all taxes of every kind and nature (including real and personal property, income, gross receipts, franchise, profits, sales and withholding taxes), all general and special assessments, water and sewer rents and charges, and all levies, permits, inspection and license fees and other public charges now or hereafter levied or assessed against the Mortgaged Property as liens or assessments (hereinafter individually called a "Tax" and collectively the "Taxes") as the same shall become due and payable from time to time and before interest or penalties accrue thereon; provided, however, that Mortgagor shall not be required to pay any Tax to the extent that nonpayment thereof is permitted while the validity thereof is being contested, so long as (a) Mortgagor notifies Mortgagee in writing of intention to contest the validity thereof, (b) the validity thereof is being contested in good faith by Mortgagor and (c) Mortgagor deposits with Mortgagee if Mortgagee so requests an amount deemed sufficient to make such payment if the contest is unsuccessful. Notwithstanding the foregoing, Mortgagor shall under no circumstances permit the Mortgaged Property to be sold or advertised for sale for nonpayment of any Tax. Mortgagor shall not apply for or claim any deduction from the taxable value of the Mortgaged Property because of the existence of the Note or this Mortgage. Subject to Mortgagor's right to contest any Tax as hereinabove provided, Mortgagor shall deliver to Mortgagee receipts evidencing the payment of such Tax on or before the last day on which any Tax may be paid without interest or penalties or as soon thereafter as such receipts are available.
4. Insurance. Mortgagor shall keep the Improvements and the Equipment continuously insured against loss or damage by fire (with extended coverage), theft, vandalism, malicious mischief, sprinkler leakage, flood (if the Mortgaged Property is located in a flood plain area) and such other hazards as Mortgagee shall from time to time require in a total amount equal to the full insurable value, as determined by the insurance company which shall issue such insurance, or in any event not less than that amount below which any co-insurance provisions would apply and not less than the then outstanding amount of the Aggregate Debt. Mortgagor shall also carry appropriate insurance applicable to the Mortgaged Property (whether or not such work is expensed or capitalized by Mortgagor) as required in the Construction Loan Agreement and in such amounts as may be required by Mortgagee. Mortgagor shall also carry business interruption or rental loss insurance and comprehensive liability insurance (including bodily injury and property damage) covering all operations of Mortgagor on the Mortgaged Property in such amounts as may be required by Mortgagee. Any policy or policies with respect to all of the abovementioned insurance (hereinafter called a "Policy") (a) shall be issued by an insurer acceptable to Mortgagee, (b) shall contain, in the case of the hazard insurance and business interruption or rental loss insurance, a mortgagee clause endorsement naming Mortgagee and its successors and assigns as a co-

insured thereunder, as its interests may appear, (c) shall contain a provision that Mortgagee shall be given thirty (30) days' prior written notice of material change or cancellation of said Policy and that no such change or cancellation shall be effective as to Mortgagee in the absence of such notice, and (d) shall contain such other provisions as shall from time to time be required by Mortgagee. Any such Policy may provide for customary "deductibles" provided the limits thereof are satisfactory to Mortgagee. Not less than fifteen (15) days' prior to any date upon which any premium for such insurance shall be due and payable, Mortgagor shall deliver to Mortgagee satisfactory evidence that such premium has been paid, and further, not less than fifteen (15) days' prior to the expiration date of any Policy, Mortgagor shall deliver to Mortgagee satisfactory evidence of the renewal of such Policy. In the event of the foreclosure of this Mortgage or other transfer of Mortgagor's interest in the Mortgaged Property in satisfaction of the Aggregate Debt, all right, title and interest of Mortgagor to any Policy then in force covering the Mortgaged Property shall pass to the transferee of the Mortgaged Property.

5. Tax and Insurance Escrow. Upon the request of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a sum equal to one-twelfth (1/12) of the amount of (a) all real estate taxes, water and sewer charges and assessments, if any, as estimated from time to time by Mortgagee, becoming due with respect to the Mortgaged Property on the next succeeding date upon which the same shall be due and payable and (b) all premiums, computed on an annual basis, for the insurance required to be carried pursuant to paragraph 4 hereof. All such amounts (hereinafter, the "Escrows") shall be held by Mortgagee in such manner as it sees fit without any obligation to invest the same or (if invested) to account for any income or loss resulting therefrom; provided however, that if and to the extent that Mortgagee is required under applicable law to invest the escrows for the benefit of Mortgagor, Mortgagee shall also have the right to charge a reasonable service fee in connection therewith unless prohibited under such law. The Escrows shall be applied to the payment of the respective items in respect of which the Escrows are deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine, as the same become due and payable, the amount of Escrows then on deposit therefor shall be insufficient to pay such item, Mortgagor within five (5) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If there is an event of default hereunder, Mortgagee may at its option apply the Escrows or any part thereof in payment of any unpaid portion of the Aggregate Debt. If, when making any assignment of this Mortgage, the then Mortgagee shall pay over to its assignee the then balance of the Escrows and such assigning Mortgagee shall have no further obligation to Mortgagor with respect to such deposits.

6. Casualty Loss. Mortgagor shall notify Mortgagee in writing immediately upon the occurrence of any loss affecting the Mortgaged Property. Mortgagor hereby directs any insurer to pay directly to Mortgagee any moneys payable under any Policy, and Mortgagor hereby appoints Mortgagee as attorney-in-fact to endorse any draft therefor. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Aggregate Debt (whether or not any portion thereof may then be due and payable) in such priority and proportions as Mortgagee in its discretion shall deem proper, and any sums not so applied, at the discretion of Mortgagee, may be paid, either in whole or in part, to Mortgagor for such purposes and upon such conditions as Mortgagee shall designate. If, in its sole discretion, Mortgagee makes any such sums available to Mortgagor for repairing the damaged property, Mortgagor shall deposit with Mortgagee prior to the commencement of such repairs an amount equal to the difference between the cost to repair the damaged property and the sums made available by Mortgagee on account of such insurance. The determination of the cost to repair the damaged property shall be made by Mortgagee. If Mortgagee retains such insurance money and applies the same toward payment of the Aggregate Debt, the lien of this Mortgage shall be reduced only by the amount thereof retained by Mortgagee and actually applied by Mortgagee in reduction of the Aggregate Debt.

7. Condemnation. In the event that the whole or any part of the Mortgaged Property secured

by this Mortgage is condemned or taken for any period of time, or there is any other injury to or decrease in value of the Mortgaged Property as a result of any public or quasi-public authority or corporation exercising the power of eminent domain or otherwise, all sums awarded as damages for such condemnation or taking to which Mortgagor is entitled shall be paid over immediately to Mortgagee. Upon the receipt thereof, Mortgagee may deduct and withhold from the amount actually received any costs, charges or fees incurred by Mortgagee in connection with the recovery of such award (hereinafter, "Mortgagee's Costs"), and thereafter Mortgagee may apply all or any portion of the balance to the discharge of the Aggregate Debt and, at the option of Mortgagee, may pay over any sums not so applied to Mortgagor for the purpose of restoring or repairing the Mortgaged Property or for any purpose or object satisfactory to Mortgagee, in which event the Aggregate Debt shall not be reduced by that amount. Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for Mortgagor for the purpose of collection of any or all proceeds available in connection with the condemnation of the Mortgaged Property. If the Mortgaged Property is transferred, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award of payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Aggregate Debt, whichever is less.

8. Preservation of Lien; Conveyance of Title. Mortgagor shall pay, from time to time as and when the same shall become due, all claims and demands of any persons or entities which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, and in general shall do or cause to be done everything necessary so that the lien hereof shall be fully preserved and so that there shall not be created, permitted or suffered to exist any lien, encumbrance or charge affecting the Mortgaged Property other than those matters referred to in paragraph 1(a) hereof which have been approved in writing by Mortgagee, all at the sole cost of Mortgagor. At Mortgagee's election, and without notice to Mortgagor, Mortgagee may make but is not obligated to make, any payments which Mortgagor has failed to make under any prior lien, but such payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of Mortgagor's default hereunder. Any sum so expended by Mortgagee shall be secured by this Mortgage, together with interest thereon at the rate stipulated in the Note from the date such payment is made by Mortgagee until the date of repayment by Mortgagor. Notwithstanding the foregoing, Mortgagor shall have the right, at its sole cost and expense, to contest in good faith by any lawful means any such claims and demands, provided that it notifies Mortgagee in writing of its intention to do so and deposits with Mortgagee, if Mortgagee so requests, an amount deemed sufficient by Mortgagee to satisfy such claims and demands if it is ultimately determined that Mortgagor is responsible therefor. Mortgagor shall not convey or attempt to convey or permit or suffer a conveyance, lease or transfer of legal or equitable title to the Mortgaged Property or any part thereof and whether such conveyance or transfer is voluntary, involuntary, by operation of law or otherwise, so long as any part of the Aggregate Debt remains unpaid without the prior written consent of Mortgagee.

9. Maintenance and Repair; Compliance with Laws and Regulations. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair, reasonable wear and tear excepted. None of the Improvements, Equipment or Building Equipment shall be removed, demolished, materially altered or sold (except for normal replacement of the Equipment and except as provided in the Construction Loan Agreement), without the prior written consent of Mortgagee. Mortgagor shall promptly comply with all laws, orders, ordinances, regulations, restrictions and requirements of governmental authorities, of courts and of insurance companies applicable to Mortgagor or affecting the Mortgaged Property, or the use thereof. Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty or which may be affected by any condemnation or eminent domain proceeding.

10. Leases. Except as may be otherwise provided in the Construction Loan Agreement,

Mortgagor shall not enter into any lease or similar agreement for space in or on the Mortgaged Property without in each case obtaining Mortgagee's prior written approval of all the terms and conditions thereof and, once approved, Mortgagor shall not amend, modify or cancel any such lease or similar agreement or assign any amounts due thereunder without obtaining Mortgagee's prior written approval.

11. Required Notice. Mortgagor shall give Mortgagee prompt written notice of any action or proceeding purporting to affect the Mortgaged Property of which it has actual knowledge including, without limitation, the following: (a) a fire or other casualty causing damage to the Mortgaged Property; (b) receipt of notice of condemnation of the Mortgaged Property or any part thereof; (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property; (d) receipt of any notice from any tenant of all or any portion of the Mortgaged Property; (e) any change in the occupancy of the Mortgaged Property; (f) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or (g) commencement of any litigation affecting the Mortgaged Property. Mortgagee shall have the right to appear in or defend any such action or proceeding to the same extent as Mortgagor. Furthermore, Mortgagee shall have the right to bring any action or proceeding, in the name and on behalf of itself or Mortgagor, which Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property or any part thereof.

12. Mortgagee's Right to Cure. Mortgagee shall have the right, but not the obligation, at Mortgagee's election and without notice to Mortgagor, to cure any default by Mortgagor under any of the Loan Documents or under any mortgage or with respect to any security interest, lien or encumbrance which is senior in lien and position to this Mortgage. Any payments made or expenses incurred by Mortgagee in the exercise of such right shall not release Mortgagor from Mortgagor's obligation or constitute a waiver of Mortgagor's default hereunder. Any such payments made or expenses incurred by Mortgagee shall be repayable on demand by Mortgagee, together with interest thereon at the rate specified in the Note from the date such payment was made or such expense was incurred, and the aggregate amount thereof, including such interest, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage.

13. Certificate of No Offsets. Within five (5) days after being requested to do so by Mortgagee, Mortgagor shall furnish to Mortgagee or any proposed assignee of this Mortgage a statement, duly executed, acknowledged and certified by Mortgagor, setting forth the remaining unpaid amount of the Aggregate Debt and whether there exist any uncured defaults, offsets or defenses thereto.

14. Right to Inspect. Mortgagor shall permit Mortgagee and its agents to enter and inspect the Mortgaged Property or any part thereof at all reasonable times.

15. Revenue, Tax or Other Stamps. Mortgagor shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth of Pennsylvania or the United States to be affixed to the Note or this Mortgage and if any taxes are imposed under the laws of the Commonwealth of Pennsylvania or the United States with respect to evidences of indebtedness so secured, Mortgagor shall pay or reimburse Mortgagee upon demand the amount of such taxes without credit against any indebtedness evidenced by the Note. If Mortgagor does not or may not do so, Mortgagee may at its option accelerate the indebtedness evidenced by the Note to maturity as in the case of default by Mortgagor.

16. Possession. Until an event of default shall have occurred under this Mortgage, Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, to manage, operate, use and enjoy the same and all rights appertaining thereto, and to collect, receive, take, use and enjoy the Income and Rents. The right of Mortgagor to collect the Income and Rents may be revoked by Mortgagee at any time and from time to time after an event of default has occurred under this Mortgage, by giving

notice of such revocation to Mortgagor. Following the giving of such notice, Mortgagee may retain and apply the Income and Rents toward payment of the Aggregate Debt in such priority and proportions as Mortgagee, in its discretion, shall determine.

17. Environmental Compliance.

(a) Mortgagor hereby represents and warrants that (1) it is in compliance with, and has at all times in the past been in compliance with, all federal, state, and local environmental laws, rules, regulations, and orders in effect relating to the Mortgaged Property; (2) it has not received, nor been subject to, any injunctions, decrees, orders, judgments, suits, actions, proceedings or investigations, whether instituted or threatened, under any federal, state, or local environmental law or regulation with regard to the Mortgaged Property; and (3) it has caused to be conducted an environmental audit, the results of which indicate that present and prior use of the Mortgaged Property is in compliance with all federal, state, and local environmental laws, regulations and orders and presents no environmental hazards.

(b) Mortgagor shall furnish to Mortgagee, upon execution hereof, and at such other times as Mortgagee in its discretion may request, such written evidence as Mortgagee may require to demonstrate that (1) the Mortgaged Property is not contaminated with any substance considered or categorized by the United States Environmental Protection Agency, and/or the Pennsylvania Department of Environmental Resources or similar agency, to be a toxic, harmful or hazardous substance requiring affirmative clean up or reclamation action under applicable law; and (2) present and prior uses of the Mortgaged Property are and have been in compliance with all federal, state and local environmental laws, regulations and orders.

(c) Mortgagor shall notify the Mortgagee in advance of its intent to alter any of its activities in a manner which would produce a material change in any representation made in subparagraph (a) or with regard to any information supplied pursuant subparagraph (b).

(d) Mortgagor hereby agrees to indemnify and hold Mortgagee harmless with regard to any claims, actions, damages, proceedings, judgments, costs, expenses, fines, penalties or liability of any type which may arise or which Mortgagee should incur under the Comprehensive Environmental Response, Compensation and Liability Act or any similar federal, state or local law or regulation or the failure of any representation or warranty of Mortgagor to be or remain true.

18. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder:

(a) Mortgagor shall fail to make any payment of principal and/or interest due to Mortgagee under any of the Loan Documents, or under any other obligation of Mortgagor to Mortgagee, when the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Mortgagor shall fail to observe and perform any of the covenants or agreements on its part to be observed or performed under this Mortgage or under any of the other Loan Documents, or under any other agreement between Mortgagor and Mortgagee;

(c) Any representation or warranty of Mortgagor under this Mortgage or under any of the other Loan Documents shall be untrue in any material respect;

(d) Any Event of Default shall occur under the terms of any of the other Loan Documents;

(e) Mortgagor, or any guarantor as the case may be, shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or himself or any of its or his property, admit in writing its or his inability to pay its or his debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, or a petition or any answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it or him in any proceeding under any such law, or if action shall be taken by the Mortgagor, any guarantor for the purpose of effecting any of the foregoing; or

(f) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Mortgagor or all or a substantial part of the assets of Mortgagor, or any guarantor, or appointing a receiver, sequestrator, trustee or liquidator of Mortgagor, or any guarantor or any of its or his property, and such order judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

19. Remedies: Confession of Judgment Upon the occurrence of any Event of Default:

(a) The Aggregate Debt shall, at the option of Mortgagee, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, all of which are hereby expressly waived by Mortgagor.

(b) Mortgagee may institute appropriate proceedings at law or equity to collect the amount of the Aggregate Debt then due (by acceleration or otherwise), or for specific performance of any of the covenants of Mortgagor under any of the Loan Documents (and Mortgagor acknowledges that all such covenants may be specifically enforced by Mortgagee by injunction or other appropriate equitable remedy), or to recover damages for any breach thereof, or to institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, and proceed therein to final judgment and execution for the Aggregate Debt, together with interest, costs and expenses.

Mortgagor irrevocably authorizes and empowers any attorney of record, or the Prothonotary or Clerk of any court in the Commonwealth of Pennsylvania or elsewhere, to appear for Mortgagor in any such court in any such action brought against Mortgagor at the suit of Mortgagee to collect the amount of the Aggregate Debt, and therein to confess or enter judgment against Mortgagor for the amount of the Aggregate Debt, as evidenced by an affidavit signed by a duly authorized designee of Mortgagee, plus reasonable attorneys' fees, with costs of suit, release of procedural errors and without right of appeal. If a copy of this Mortgage, verified by an affidavit, shall have been filed in said action, it shall not be necessary to file the original as a warrant of attorney. Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereinafter in effect. No single exercise of the foregoing warrant and power to bring any action or to confess judgment therein shall be deemed to exhaust the power, but the power shall continue undiminished and may be exercised from time to time as often as Mortgagee shall elect until all amounts payable to Mortgagee under the Loan Documents shall have been paid in full.

(c) With or without demand upon Mortgagor for the surrender of possession,

Mortgagee may enter upon and take possession of the Mortgaged Property, breaking locks if necessary and without liability for trespass, damages or otherwise and, upon so doing, Mortgagee may, in its discretion and in addition to any of its other rights, as Mortgagee in possession, alter, improve, complete or repair the Mortgaged Property (and in so doing Mortgagee shall have the right to use the Mortgaged Property and to expend such amount for that purpose as Mortgagee shall deem best, all of which, with interest thereon at the rate specified in the Note from date of payment, shall be repayable by Mortgagor on demand and shall be secured hereby), and operate, rent, sell or lease the same in the name of Mortgagor or Mortgagee upon such terms and conditions as Mortgagee shall deem appropriate, and Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor for all such purposes.

(d) Mortgagee may further, by summary proceedings, initiate an action for possession or otherwise, dispossess any tenants, users or occupiers of the Mortgaged Property then or thereafter in default in the payment of any rent or other charge for the use thereof, and any tenants or other users or occupiers whose leasehold estates or rights to use the Mortgaged Property are subordinate to the lien of this Mortgage, whether or not any such tenant, user or occupier is so in default; and Mortgagor for all such purposes. If Mortgagor remains in possession after demand by Mortgagee for surrender of possession of the Mortgaged Property, such continued possession by Mortgagor shall be as tenant of Mortgagee, and Mortgagor agrees to pay monthly in advance to Mortgagee such rent for the Mortgaged Property so occupied as Mortgagee may demand, and in default of so doing, Mortgagor may also be dispossessed by summary proceedings or otherwise. In case of the appointment of a receiver of the rents, the foregoing agreement of Mortgagor to pay rent shall inure to the benefit of such receiver.

Mortgagor irrevocably authorizes and empowers any attorney of record, or the Prothonotary, Clerk or similar officer, of any court in the Commonwealth of Pennsylvania or elsewhere, as attorney for Mortgagor, as well as for the persons claiming under, by or through Mortgagor, to sign an agreement for entering therein an appropriate amicable action in ejectment for possession of the Mortgaged Property (without the necessity of filing any bond and without any stay of execution or appeal) against Mortgagor and all persons claiming under, by or through Mortgagor, and therein confess judgment for the recovery by Mortgagee of possession of the Mortgaged Property for which this instrument (or a copy thereof verified by affidavit) shall be a sufficient warrant; whereupon a writ of possession of the Mortgaged Property may be issued forthwith, without any prior writ or proceeding whatsoever, Mortgagor hereby releasing and agreeing to release Mortgagee and any such attorney from all procedural errors and defects whatsoever in entering such action or judgment or in causing such writ or process to be issued or in any proceeding thereon or concerning the same, provided that Mortgagee shall have filed in such action an affidavit made on Mortgagee's behalf setting forth the facts necessary to authorize the entry of such judgment according to the terms of this instruments, of which facts such affidavit shall be prima facie evidence. It is hereby expressly agreed that if for any reason after any such action has been commenced, the same shall be discontinued, marked satisfied of record or be terminated, or possession of the Mortgaged Property remain in or be restored to Mortgagor or anyone claiming under, by or through Mortgagor, Mortgagee may, whenever and as often as Mortgagee shall have the right to take possession again of the Mortgaged Property, bring one or more further amicable actions in the manner hereinbefore set forth to recover possession of the Mortgaged Property and to confess judgment therein as hereinabove provided, and the authority and power above given to any such attorney shall extend to all such further amicable actions in ejectment and confession of judgment therein as hereinabove provided whether before or after an action of mortgage foreclosure is brought or other proceedings in execution are instituted upon this Mortgage or the Note, and after judgment thereon or therein and after a judicial sale of the

Mortgaged Property.

(e) With or without taking possession of the Mortgaged Property, Mortgagee may collect and receive all the Income and Rents and, after deducting the cost of all alterations, improvements, repairs, completion, partial completion, operation, sale, rental, leasing commissions and charges, including, but not limited to, counsel fees, incurred by Mortgagee, apply the net income to the sums secured hereby in such manner as Mortgagee in its discretion shall determine. Mortgagee shall be liable to account only for the Income and Rents actually received.

(f) If Mortgagee shall so elect, Mortgagor shall not resist or contest, but shall join in any petition to any court by Mortgagee for the appointment of a receiver or receivers of the Mortgaged Property or any part thereof, and of all the Income and Rents therefrom, with such powers as the court making such appointment shall confer, and Mortgagor hereby appoints Mortgagee attorney-in-fact of Mortgagor for all such purposes.

(g) All deposits held in connection with the rental, lease, license or use of space or other facilities on the Mortgaged Property at the time of the occurrence of such Event of Default, all interest of Mortgagor in all premiums for, or dividends upon, any insurance for the Mortgaged Property, and all refunds or rebates of taxes and assessments upon the Mortgaged Property, are hereby assigned to Mortgagee as further security for the payment of the Aggregate Debt during the continuance of any such event of default.

(h) To the extent now or hereafter permitted by law and subject to such grace periods and notice requirements thereby imposed, Mortgagee may cause a judicial sale of the Mortgaged Property in accordance with this subparagraph (h). Such sale may be made without demand on Mortgagor at the time and place fixed in the notice of such sale, and such sale may be of the Mortgaged Property as a whole or in separate lots, and in such order as Mortgagee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Such sale of the Mortgaged Property may be postponed by public announcement at the time and place of sale, and may be further postponed from time to time thereafter by public announcement at the time fixed by the preceding postponement. Any person or entity, including Mortgagee, may purchase at such sale. After deducting all costs, fees, and expenses of Mortgagee, including cost of evidence of title in connection with such sale, the proceeds of sale shall be applied to payment of the Aggregate Debt. The Mortgaged Property may be sold as aforesaid either before, after, or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage, and such power and right of sale shall not be affected by any entry hereunder, or by the exercise of any other right, remedy or power with respect to the enforcement of the provisions of any of the Loan Documents or the collection of the amount of the Aggregate Debt. The provisions of this subparagraph (h) are not intended to and shall not adversely affect Mortgagee's rights to conduct a nonjudicial sale of such portions of the Mortgaged Property as constitute personal property.

20. Remedies Cumulative, etc.

(a) No right or remedy conferred upon or reserved to Mortgagee under any of the Loan Documents or with respect to any Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other such right or remedy and each and every such right or remedy shall be cumulative and concurrent, and shall be pursued separately, concurrently, successively or otherwise, at the sole discretion of Mortgagee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion

therefor shall occur. No act of Mortgagee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Mortgagee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Loan Documents, shall not be construed as a waiver or release of the same, or of any Event of Default thereunder, or of any obligation or liability of Mortgagor thereunder.

(b) The recovery of any judgment by Mortgagee or the levy of execution under any judgment upon the Mortgaged Property shall not affect in any manner, or to any extent, the lien of this Mortgage upon the Mortgaged Property, or any security interest in any other Collateral, or any rights, remedies or powers of Mortgagee under any of the Loan Documents or with respect to any Collateral, but such lien and such security interest and such rights, remedies and powers of Mortgagee shall continue unimpaired as before. Further, the entry of any judgment by Mortgagee shall not affect in any way the interest payable hereunder or under any of the other Loan Documents on any amounts due to Mortgagee, but interest shall continue to accrue on such amount at the rate provided in the Note after the entry of any judgment and continuing until distribution of the proceeds of any Sheriff's sale.

(c) Mortgagor hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, the Aggregate Debt. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereinafter in effect.

(d) Mortgagor agrees that Mortgagee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Loan Documents (and Mortgagor hereby waives any notice of any of the foregoing), and that the Loan Documents may be amended, supplemented or modified by Mortgagee and the other signatory parties and the Mortgagee may resort to any Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange or pledge of any other collateral in place of, or release for such consideration, or none, as it may require, all or any portion of any Collateral, without in any way affecting the validity of its lien over or other security interest in the remainder of any such Collateral (or the priority thereof or the position of any subordinate holder of any lien or other security interest with respect thereto); and any action taken by Mortgagee pursuant to any of the foregoing shall in no way be construed as a waiver or release of any right or remedy of Mortgagee, or of any event of default, or of any liability or obligation of Mortgagor, under any of the Loan Documents.

(e) To the extent permitted by law, Mortgagor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, or any exemption from execution or sale of the Mortgaged Property, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, prior to any sale of any of Mortgagor's interest therein; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Real Property so sold or any part thereof, and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay, or impede the execution of any power herein granted to Mortgagee but to suffer and permit the execution of every power as though now such law or

laws had been made or enacted. Mortgagor further waives and releases all procedural errors, defects and imperfections in any proceeding instituted by Mortgagee under any of the Loan Documents.

(f) Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereinafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for the Aggregate Debt marshalled upon any foreclosure of this Mortgage or of any other security for any of the Aggregate Debt.

(g) Mortgagor agrees that any action or proceeding against it to enforce the Mortgage may be commenced in state or federal court in any county in the Commonwealth of Pennsylvania in which Mortgagee has an office, and Mortgagor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with the notice provisions set forth herein.

21. Costs and Expenses. Following the occurrence of any event of default under any of the Loan Documents, Mortgagor shall pay upon demand all costs and expenses (including reasonable attorneys fees and all amounts paid to accountants, real estate brokers and other advisors employed by Mortgagee and to any contractors for labor and materials), incurred by Mortgagee in the exercise of any of its rights, remedies or powers under any of the Loan Documents or with respect to any Collateral with respect to such event of default, and any amount thereof not paid promptly following demand therefor, together with interest thereon at the rate provided in the Note from the date of such demand, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage. In connection with and as part of the foregoing, in the event that any of the Loan Documents is placed in the hands of any attorney for the collection of any sum payable thereunder, Mortgagor agrees to pay attorneys' fees for the collection of the amount being claimed under such Loan Documents, as well as all costs, disbursements and allowances provided by law, and the payment of such fees and costs, disbursements and allowances shall also be secured by the lien of this Mortgage. Nothing in this paragraph shall limit the obligation of Mortgagor to pay costs and expenses of Mortgagee for which Mortgagor is otherwise liable under the Loan Documents.

22. Renewals and Extensions. This Mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release Mortgagor from personal liability for the indebtedness hereby secured.

23. Severability. In the event that for any reason one or more of the provisions of this Mortgage or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24. Successors and Assigns. This Mortgage inures to the benefit of Mortgagee and binds Mortgagor, and their respective successors and assigns. Mortgagee may assign or otherwise transfer this

Mortgage and any or all of the Loan Documents to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to Mortgagee herein or otherwise.

25. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, to such party, in the case of the Mortgagor, to its address on the Bank's books and records and, in the case of Mortgagee, at 1060 Main Street, Blue Ball, PA 17506. Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

26. Open-end Mortgage - Termination of Advances. Mortgagor acknowledges that, in the event that Mortgagee receives written notice from a third party holder of a subordinate lien or encumbrance upon the Mortgaged Premises or from a person providing labor or materials for the construction, alteration, or repair of the Mortgaged Premises, providing Mortgagee with notice of such interest, Mortgagee may, without notice to Mortgagor, elect to make no further advances of principal under the terms of the Note, any Construction Loan Agreement, or other documents evidencing the indebtedness secured by this Mortgage, whether or not all principal thereunder has been advanced prior to the date of such notice, and Mortgagee shall have no liability to Mortgagor for any damages resulting from such determination. In addition, at the election of Mortgagee, the receipt of such notice may, without notice to Mortgagor, be deemed an event of default under this Agreement and under any document executed pursuant hereto and made a part hereof. Further, Mortgagee's obligation to advance loan principal shall immediately terminate without further liability in the event that Mortgagee receives from Mortgagor written notification indicating that Mortgagor has elected to make a unilateral amendment to this Mortgage, and the receipt of such notice shall serve as a full release and discharge of all of Mortgagee's obligations to advance additional principal under the terms of the Note of any other document executed in connection therewith, evidencing indebtedness secured by this Mortgage.

27. Open-End Mortgage - Costs, Etc. as Future Advances. Anything to the contrary herein notwithstanding, this Mortgage shall be deemed to secure any and all expenses incurred by Mortgagee by reason of default, including, but not limited to, court costs and counsel fees, advances made for the payment of taxes, assessments, maintenance charges, or insurance premiums, expenses incurred by the Mortgagee by reason of default by Mortgagor, costs incurred for the protection of the Mortgaged Premises or the lien of the Mortgage, and all interest at the contract rate on all outstanding principal balances.

28. Definitions: Number and Gender. In the event Mortgagor consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word "Mortgagor" shall mean all or some or any of them. For purposes of this Mortgage, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require. The words "Construction Loan Agreement", "Mortgage", "Note", "Assignment of Construction Contract", "Assignment of Agreements Affecting Real Estate", and "Guarantees" shall include any supplements to or any amendments of or restatements of the Construction Loan Agreement, this Mortgage, the Note, the Assignment Construction Contract, the Assignment of Agreements Affecting Real Estate, and the Guarantees, respectively. The words "Real Property", "Mortgaged Property", "Improvements", "Appurtenances", "Equipment", "Building Equipment", "Intangibles", "Awards", "Insurance Policies", "Lease", "Income and Rents", "Accounts Receivable" and "Security" shall include any portion of and additions to the Real Property, the Mortgaged Property, the Improvements, the Appurtenances, the Equipment, the Building Equipment, the Intangibles,

the Awards, the Insurance Policies, the Leases, the Income and Rents, the Accounts Receivable and the Security, respectively.

29. Incorporation by Reference. All of the terms and provisions of the Note and the Construction Loan Agreement are hereby incorporated herein by reference.

30. Captions. The captions or heading of the paragraphs of this Mortgage are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Mortgage.

31. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

By:  (SEAL)

Mukesh R. Patel, Manager

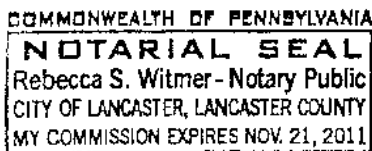
By:  (SEAL)

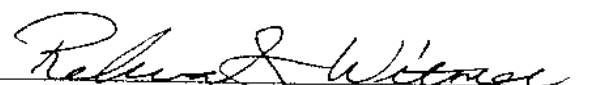
Sunil R. Patel, Manager

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

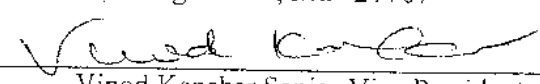
On this 31<sup>st</sup> day of January, 2008, before me, a notary public, the undersigned officer, personally appeared Mukesh R. Patel and Sunil R. Patel, who acknowledged themselves to be the managers of Mifflinville Hospitality, LLC, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as managers.

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



  
Notary Public

I, the undersigned Agent for Mortgagee, do hereby certify that the correct address of the within named Mortgagee is Susquehanna Bank PA, P.O. Box 639, Maugansville, MD 21767

  
Vinod Kanabar Senior Vice President

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 Bafle, James & Associates dated January 25, 1991. (File 1-1557) Survey made, description written by Bafle, 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.



COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Beverly J. Michael, Recorder  
35 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 200801245

Recorded On 2/11/2008 At 11:08:00 AM

\* Total Pages - 17

\* Instrument Type - MORTGAGE

Invoice Number - 117790

\* Mortgagor - MIFFLINVILLE HOSPITALITY LLC

\* Mortgagee - SUSQUEHANNA BANK

User - BJM

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$37.00
RECORDING FEES -	\$37.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$89.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
MAIL CLYMER & MUSSER PC

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



*Beverly J. Michael*

Beverly J. Michael  
Recorder of Deeds

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am this day serving the foregoing Affidavit 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

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

**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. 3<sup>rd</sup> Street, Mifflinville, PA 18631, Tax Parcel No. 23-4-002-01.**

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ABSENCE OF THIS FEATURE WILL INDICATE A COPY

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Date 12/21/10

Pay to the  
order of  
COLUMBIA COUNTY SHERIFF'S OFFICE  
EXACTLY \*\*1,350 AND 00/100 DOLLARS

\*\*\*\*\*1,350.00

DRAWER: SUSQUEHANNA BANK PA

M E M O :

ISSUED BY: MULTIGRAM PAYMENTS SYSTEMS, INC.  
P.O. BOX 9475 MINNEAPOLIS MN 55480  
DRAWN: THE BANK OF NEW YORK MELLON, EVERETT, MA

*James E. Hiss*  
Authorized Signature

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