

SHERIFF'S SALE COST SHEET

Sup. 4000000000 vs. Truck
 NO. 179740 ED NO. 179740 JD DATE/TIME OF SALE Jan 30 6900

| | |
|---------------------------------|------------------|
| DOCKET/RETURN | \$15.00 |
| SERVICE PER DEF. | \$ <u>175.00</u> |
| LEVY (PER PARCEL | \$15.00 |
| MAILING COSTS | \$ <u>20.00</u> |
| ADVERTISING SALE BILLS & COPIES | \$17.50 |
| ADVERTISING SALE (NEWSPAPER) | \$15.00 |
| MILEAGE | \$ <u>6.00</u> |
| POSTING HANDBILL | \$15.00 |
| CRYING/ADJOURN SALE | \$10.00 |
| SHERIFF'S DEED | \$35.00 |
| TRANSFER TAX FORM | \$25.00 |
| DISTRIBUTION FORM | \$25.00 |
| COPIES | \$ <u>6.50</u> |
| NOTARY | \$ <u>10.00</u> |
| TOTAL ***** \$ <u>426.00</u> | |

| | |
|-------------------------------|-------------------|
| WEB POSTING | \$150.00 |
| PRESS ENTERPRISE INC. | \$ <u>1388.50</u> |
| SOLICITOR'S SERVICES | \$75.00 |
| TOTAL ***** \$ <u>1613.50</u> | |

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

| | |
|-------------------------------|-------------------|
| REAL ESTATE TAXES: | |
| BORO, TWP & COUNTY 20 | \$ <u>7220.74</u> |
| SCHOOL DIST. 20 | \$ <u>5492.11</u> |
| DELINQUENT 20 | \$ <u>5492.11</u> |
| TOTAL ***** \$ <u>6220.85</u> | |

| | |
|----------------------------------|----------------------|
| MUNICIPAL FEES DUE: | |
| SEWER 20 | \$ <u> </u> |
| WATER 20 | \$ <u> </u> |
| TOTAL ***** \$ <u> </u> | |

| | |
|---|----------------------|
| SURCHARGE FEE (DSTE) | |
| MISC. <u> </u> | \$ <u>140.00</u> |
| <u> </u> | \$ <u> </u> |
| TOTAL ***** \$ <u> </u> | |

TOTAL COSTS (OPENING BID) \$ 8455.46

COLUMBIA COUNTY SHERIFF'S OFFICE
SHERIFF'S REAL ESTATE FINAL COST SHEET

Susquehanna Bank VS Thomas Leary
NO. 18510 ED NO. 18510 JD

DATE/TIME OF SALE: 12/1/08 1:00 PM

BID PRICE (INCLUDES COST) \$ 8465.23

POUNDAGE - 2% OF BID \$ 169.31

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 8634.74

PURCHASER(S): Thomas Leary ATP Susquehanna Bank
ADDRESS: 329 Pine Street, Williamsport PA 17701
NAMES(S) ON DEED: Susquehanna Bank
PURCHASER(S) SIGNATURE(S): Thomas Leary ATP

TOTAL DUE: \$ 8634.74

LESS DEPOSIT: \$ 188.00

DOWN PAYMENT: \$ -

TOTAL DUE IN 8 DAYS \$ 7284.14

PO Box 380
Bloomsburg, PA 17815

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

**COLUMBIA COUNTY
SHERIFF'S OFFICE
TIMOHTY T. CHAMBERLAIN, SHERIFF**

Fax

To: Jane **From:** Sheriff Timothy T. Chamberlain

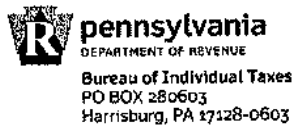
Fax: **Pages:** 3

Phone: **Date:** June 6, 2011

Re: Thrush **CC:**

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

• **Comments:**



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name **Charles N. Shurr, Jr., Esquire** Telephone Number: **610-779-0772**
Hartman Shurr
 Mailing Address **1100 Berkshire Blvd., Suite 301** City **Wyomissing** State **PA** ZIP Code **19610**
P.O. Box 5828

B. TRANSFER DATA

Grantor(s)/Lessor(s) **Sheriff of Columbia County**
Columbia County Courthouse
 Mailing Address **35 West Main Street**

City **Bloomsburg** State **PA** ZIP Code **17815**

C. Date of Acceptance of Document 3/30/11

Grantee(s)/Lessee(s) **Susquehanna Bank**
fka Susquehanna Bank PA
 Mailing Address **1570 Manheim Pike**
P.O. Box 3300

City **Lancaster** State **PA** ZIP Code **17604**

D. REAL ESTATE LOCATION

Street Address **204 West Main Street** City, Township, Borough **Bloomsburg**
 County **Columbia** School District **Bloomsburg Area School District** Tax Parcel Number **05W-05-003**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

| | | |
|---|---|---|
| 1. Actual Cash Consideration \$8,634.74 | 2. Other Consideration + \$0.00 | 3. Total Consideration = \$8,634.74 |
| 4. County Assessed Value \$42,988.00 | 5. Common Level Ratio Factor X 3.69 | 6. Fair Market Value = \$158,625.72 |

F. EXEMPTION DATA

| | | |
|--|--|--|
| 1a. Amount of Exemption Claimed 100% | 1b. Percentage of Grantor's Interest in Real Estate 100% | 1c. Percentage of Grantor's Interest Conveyed 100% |
|--|--|--|

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.)

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

Signature of Correspondent or Responsible Party

Charles N. Shurr, Jr.

Date

Charles N. Shurr, Jr., Esquire, attorney for Susquehanna Bank fka Susquehanna Bank PA

April 8, 2011

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Parcel Identification
Number: 05W-05-003

RECORDATION
REQUESTED BY:
Susquehanna Bank PA
Sunbury Office
400 Market Street
Sunbury, PA 17801

WHEN RECORDED MAIL

TO:
Susquehanna Bank PA
P.O. Box 539
Maugansville, MD 21767



FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$120,000.00.

Amount Secured Hereby: \$120,000.00

THIS MORTGAGE dated November 7, 2006, is made and executed between Thrush Realty, LLC, whose address is 335 East Hillcrest Drive, Bloomsburg, PA 17815 (referred to below as "Grantor") and Susquehanna Bank PA, whose address is 400 Market Street, Sunbury, PA 17801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Columbia County, Commonwealth of Pennsylvania:

All that certain tract or parcel of land, together with improvements thereon, situated at 204 West Main Street, Bloomsburg, Town of Bloomsburg in the County of Columbia, Commonwealth of Pennsylvania, being more particularly described in the deed dated January 31, 2002 and recorded on the date of January 31, 2002 in the office for the recording of deeds in said County as Instrument Reference Number 200201318;

The Real Property or its address is commonly known as 204 West Main Street, Bloomsburg, PA 17815. The Real Property parcel identification number is 05W-05-003.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$120,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's



MORTGAGE (Continued)

Page 2

purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure

to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will: (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of

Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS. The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Additional Authorizations. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with

Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non judicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed

directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Northumberland County, Commonwealth of Pennsylvania.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successor Interests. The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Thrush Realty, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the

**MORTGAGE
(Continued)**

Page 7

events of default section of this Mortgage.

Grantor. The word "Grantor" means Thrush Realty, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Susquehanna Bank PA, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 7, 2006, in the original principal amount of \$120,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

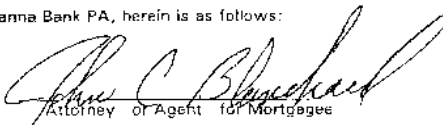
GRANTOR:

THRUSH REALTY, LLC

By:  (Seal)
Arlin R. Thrush, Member of Thrush Realty, LLC

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Susquehanna Bank PA, herein is as follows:
Sunbury Office, 400 Market Street, Sunbury, PA 17801


Attorney or Agent for Mortgagee

MORTGAGE
(Continued)

Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Northumberland

SS

On this, the

27th

day of

November

20 06

before me

the undersigned Notary Public, personally appeared Arin R. Thrush, Member of Thrush Realty, LLC, who acknowledged himself or herself to be the member or designated agent of Thrush Realty, LLC, a Limited Liability Company, and that he or she as such a member or designated agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself or herself as a member or designated agent.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

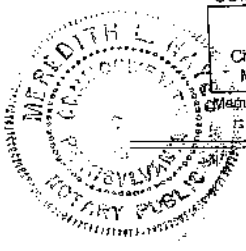
Notarial Seal

Meredith L. Hayes, Notary Public
City Of Sunbury, Northumberland County
My Commission Expires May 25, 2008

Member, Pennsylvania Association Of Notaries

Notary Public in and for the State of

PA





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

Instrument Number - 200612138
Recorded On 11/17/2006 At 10:56:47 AM
* Instrument Type - MORTGAGE
Invoice Number - 102433
* Mortgagor - THRUSH REALTY LLC
* Mortgagee - SUSQUEHANNA BANK PA
User - BSL

* Total Pages - 9

* FEES

| | |
|-------------------------|---------|
| STATE WRIT TAX | \$0.50 |
| JCS/ACCESS TO JUSTICE | \$10.00 |
| AFFORDABLE HOUSING | \$21.00 |
| RECORDING FEES - | \$21.00 |
| RECORDER | |
| RECORDER IMPROVEMENT | \$3.00 |
| FUND | |
| COUNTY IMPROVEMENT FUND | \$2.00 |
| TOTAL PAID | \$57.50 |

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
MAIL LOAN SERVICE CENTER

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.

April 8, 2011

Timothy T. Chamberlain, Sheriff
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

Re: Susquehanna Bank fka Susquehanna Bank PA
vs. Thrush Realty, LLC
Docket No. 1743 of 2010 JD

Dear Sheriff Chamberlain:

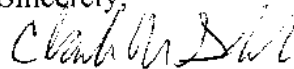
Please be advised that I represent Susquehanna Bank fka Susquehanna Bank PA, Plaintiff in the above-referenced proceeding and the successful bidder at the March 30, 2011 Sheriff's Sale of the real estate located at 204 West Main Street, Bloomsburg, Pennsylvania 17815.

Our deeding instructions are as follows:

***Please convey title to Susquehanna Bank fka Susquehanna Bank PA
having an address of
1570 Manheim Pike, P.O. Box 3300, Manheim, Pennsylvania 17604.***

If you have any questions regarding this request, please contact me at 610-779-0772.
Thank you.

Sincerely,



Charles N. Shurr, Jr.

CNS:jlc

INNOVATIVE ATTORNEYS. TRADITIONAL VALUES.

April 11, 2011

**VIA FEDERAL EXPRESS –
PRIORITY OVERNIGHT DELIVERY**

Timothy T. Chamberlain, Sheriff
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

Re: Susquehanna Bank fka Susquehanna Bank PA
vs. Thrush Realty, LLC
Docket No. 1743 of 2010 JD

Dear Sheriff Chamberlain:

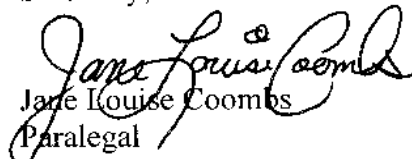
Enclosed, for submission to your office, are the following documents in the above-referenced proceeding:

1. Two (2) original Realty Transfer Tax Statement of Value with copy of Mortgage attached; and
2. Self-addressed, stamped envelope for the return of the original Sheriff's Deed.

Kindly acknowledge receipt of same by time-stamping the enclosed "copy" of the Realty Transfer Tax Statement of Value and return it to me in the envelope provided herein.

Thank you.

Sincerely,


Jane Louise Coombs
Paralegal

Enclosures

INNOVATIVE ATTORNEYS. TRADITIONAL VALUES.

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK



ABSENCE OF THIS FEATURE WILL INDICATE A COPY

5/09
110

110400404

Date: 3/31/11

Pay to the
order of COLUMBIA COUNTY SHERIFF
EXACTLY **7,284 AND 74/100 DOLLARS

\$*****7,284.74

DRAWN SUSQUEHANNA BANK

Rebecca A. Riecke
Authorized Signature

M E M O :

THRU SH REALTY
ISSUED BY: MONTGOMERY PAYMENTS SYSTEMS, INC
P.O. BOX 8429 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON, EVERETT, MA

⑈00110400404⑈ ⑈0011007092⑈0160012089190⑈

March 1, 2011

Office of the Sheriff of Columbia County
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

Re: Susquehanna Bank fka Susquehanna Bank PA
vs. Thrush Realty, LLC
Docket No. 2010-CV-#1743-MF
Docket No. 2010-ED-185

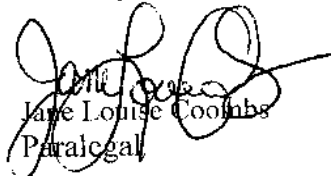
Dear Sir/Madam:

Enclosed, for filing with your office, is an Amended 3129.1 Affidavit and related Proof of Service in the above-referenced proceeding; the original of which was filed with the Prothonotary of Columbia County. Upon filing, kindly return a time-stamped copy of same to me in the envelope provided herein.

If you have any questions regarding this request, please contact me at 610-779-0772.

Thank you.

Sincerely,



Jane Louise Coombs
Paralegal

Enclosures

INNOVATIVE ATTORNEYS. TRADITIONAL VALUES.

HARTMAN SHURR
Charles N. Shurr, Jr., Esquire
Attorney I.D. #74813
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772

Attorneys for Plaintiff

| | | |
|---------------------------------|---|--|
| SUSQUEHANNA BANK | : | IN THE COURT OF COMMON PLEAS OF |
| fka Susquehanna Bank PA, | : | COLUMBIA COUNTY, PENNSYLVANIA |
| Plaintiff | : | CIVIL ACTION - LAW |
| | : | |
| vs. | : | MORTGAGE FORECLOSURE |
| | : | |
| THRUSH REALTY, LLC, | : | |
| Defendant | : | NO. 2010-CV-#1743-MF |
| | : | NO. 2010-ED-185 |

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Susquehanna Bank fka Susquehanna Bank PA, Plaintiff in the above-captioned proceeding, sets forth, as of the date of the filing of the Praecipe for Writ of Execution, the following information concerning the real estate located at 204 West Main Street, Bloomsburg, Pennsylvania 17815, as more fully described in the attached legal description.

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

Thrush Realty, LLC
c/o Arlin R. Thrush, Member
335 East Hillcrest Drive
Bloomsburg, PA 17815

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

Thrush Realty, LLC
c/o Arlin R. Thrush, Member
335 East Hillcrest Drive
Bloomsburg, PA 17815

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

Susquehanna Bank
fka Susquehanna Bank PA
1570 Manheim Pike
P.O. Box 3300
Lancaster, PA 17604

First National Bank of Pennsylvania
successor by merger to Northern State Bank
One F.N.B. Boulevard
Hermitage, PA 16148

First National Bank of Pennsylvania,
successor by merger to Northern State Bank
90 Maynard Street
Williamsport, PA 17701

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

Susquehanna Bank
fka Susquehanna Bank PA
1570 Manheim Pike
P.O. Box 3300
Lancaster, PA 17604

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

None.

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

None.

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

Columbia County Tax Claim Bureau
11 West Main Street
Main Street County Annex
Bloomsburg, PA 17815

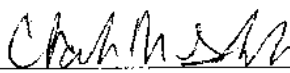
Arlin R. Thrush
335 E. Hillcrest Drive
Bloomsburg, PA 17815

Commonwealth of Pennsylvania
Department of Revenue
P.O. Box 280904
Harrisburg, PA 17128-0904

Person-In-Possession
204 W. Main Street
Bloomsburg, PA 17815

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

HARTMAN SHURR

By: 
Charles N. Shurr, Jr., Esquire
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot of ground situate on the south side of Main Street, in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Main Street, said point being 19.35 feet southwest of the intersection of the southwest corner of Main and Jefferson Streets;

RUNNING THENCE along lands now or formerly of M. Corene Quick and George Robbins Quick, et al., South 25 degrees 14 minutes East 31 feet to a point one foot south of the brick wall of the house now erected on the land herein conveyed;

THENCE South 64 degrees 46 minutes West, a distance of 2 feet;

THENCE South 25 degrees 14 minutes East 53.5 feet to a point in line of land now or formerly of Mrs. J.S. John;

THENCE along land now or formerly of the said Mrs. J.S. John, South 64 degrees 46 minutes West 28.15 feet to a point in line of land now or formerly of the said Mrs. J.S. John;

THENCE by the same, North 25 degrees 14 minutes West 84.5 feet to a point on the south side of Main Street;

THENCE along the south side of Main Street, North 64 degrees 46 minutes East 30.15 feet to the place of BEGINNING.

Erected thereon is a housing accommodation and additional improvements.

TOGETHER WITH the right and privilege of access, travel afoot and passage over, across and upon real estate located at the extreme southern portion of the land purchased by J. Grier Quick on the 19th day of December, 1921, and of record in the Deed Book 95, at page 604, later devised to M. Corene Quick and George Robbins Quick by the probated will of J. Grier Quick, the said grant and said conveyance being a passageway 4 feet in width, extending from Jefferson Street and adjacent to and along land now or formerly of Mae Evans John to the real estate above described.

EXCEPTING AND RESERVING to M. Corene Quick, her heirs and assigns, the right and privilege to temporarily occupy and to limitedly use the above described land with any improvements ever erected thereon for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to their land, buildings and improvements ever erected upon their own adjacent land.

TOGETHER WITH the right and privilege to temporarily occupy and limitedly use the land and any improvements thereon located immediately adjacent to the above described land for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to the land and to the buildings and any improvements ever erected thereon.

BEING KNOWN AS 204 WEST MAIN STREET.

TAX PARCEL NO. 05W-05-003.

IMPROVEMENTS: COMMERCIAL PROPERTY/DUPLEX/OFFICE (1ST FLOOR);
APARTMENT (2ND FLOOR).

BEING THE SAME PREMISES that Jerry W. Betz and Lisa A. Betz, by their deed dated January 31, 2002 and recorded in the Office of the Recorder of Deeds of Columbia County on January 31, 2002 as Instrument No. 200201318, granted and conveyed to Thrush Realty, LLC.

HARTMAN SHURR

Charles N. Shurr, Jr., Esquire
Attorney I.D. #74813
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772

Attorneys for Plaintiff

SUSQUEHANNA BANK
fka Susquehanna Bank PA,

Plaintiff

vs.

THRUSH REALTY, LLC,

Defendant

: **IN THE COURT OF COMMON PLEAS OF**
: **COLUMBIA COUNTY, PENNSYLVANIA**
: **CIVIL ACTION - LAW**
:
: **MORTGAGE FORECLOSURE**
:
: **NO. 2010-CV-#1743-MF**
: **NO. 2010-ED-185**

PROOF OF SERVICE


COMMONWEALTH OF PENNSYLVANIA :

: ss.

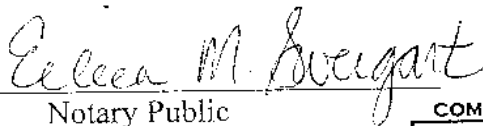
COUNTY OF BERKS :

Charles N. Shurr, Jr., Esquire, being duly sworn according to law, deposes and says that a Notice of Sheriff's Sale of Real Property in the above-captioned proceeding was served on February 25, 2011 by U.S. Mail - First Class Delivery upon the lienholder or interested party identified on the attached Exhibit A. A true and correct copy of the Notice is attached hereto as Exhibit B. A true and correct copy of the Certificate of Mailing is attached hereto as Exhibit C.

HARTMAN SHURR

By: 
Charles N. Shurr, Jr., Esquire
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772
Attorneys for Plaintiff

Sworn to and subscribed before me
this 28th day of February, 2011.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

EILEEN M. SWEIGART, Notary Public
Wyomissing Boro., Berks County
My Commission Expires April 22, 2011

EXHIBIT "A"

First National Bank of Pennsylvania,
successor by merger to Northern State Bank
90 Maynard Street
Williamsport, PA 17701

HARTMAN SHURR

Charles N. Shurr, Jr., Esquire
Attorney I.D. #74813
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772

Attorneys for Plaintiff

| | | |
|---------------------------------|---|--|
| SUSQUEHANNA BANK | : | IN THE COURT OF COMMON PLEAS OF |
| fka Susquehanna Bank PA, | : | COLUMBIA COUNTY, PENNSYLVANIA |
| Plaintiff | : | CIVIL ACTION - LAW |
| | : | |
| vs. | : | MORTGAGE FORECLOSURE |
| | : | |
| THRUSH REALTY, LLC, | : | |
| Defendant | : | NO. 2010-CV-#1743-MF |
| | : | NO. 2010-ED-185 |

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

To: First National Bank of Pennsylvania,
successor by merger to Northern State Bank
90 Maynard Street
Williamsport, PA 17701

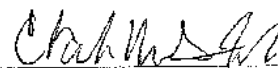
Owner: Thrush Realty, LLC
Property: 204 West Main Street, Bloomsburg, Pennsylvania 17815

The above-referenced property is scheduled to be sold at Sheriff's Sale on March 30, 2011 at 9:00 a.m., in a Courtroom or Sheriff's Office, to be announced, at the Columbia County Courthouse, Bloomsburg, Pennsylvania, to enforce the court judgment obtained by Susquehanna Bank fka Susquehanna Bank PA. Our records indicate that you may hold a mortgage, judgment, lien, leasehold or other interest in the property which may be extinguished by the Sale. You may wish to attend the sale to protect your interest. The Sheriff's Sale is to satisfy the judgment obtained by Plaintiff in the amount of \$117,625.52, together with interest at the rate of 7.650% per annum (\$31.14 per diem) from September 16, 2010 forward, late charges, collection costs, and attorneys' fees.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff but not later than thirty days after the Sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days after the filing of the schedule.

YOUR LIEN OR INTEREST IN THIS PROPERTY MAY BE LOST OR OTHERWISE AFFECTED ADVERSELY BY THIS SHERIFF'S SALE. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY HOW YOUR RIGHTS MAY BE AFFECTED.

HARTMAN SHURR

By: 
Charles N. Shurr, Jr., Esquire
Attorneys for Plaintiff



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From:

JLC

HARTMAN SHURR

1100 Berkshire Blvd.

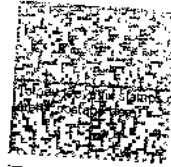
P O Box 5828

Wyomissing, PA 19610

To:

First National Bank of Pennsylvania,
successor by merger to Northern State Bank
90 Maynard Street
Williamsport, PA 17701

PS Form 3817, April 2007 PSN 7530-02-000-9065



02 1P
00044



001.150
PITNEY BOWES



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5635

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

SUSQUEHANNA BANK

VS.

THRUSH REALTY, LLC

WRIT OF EXECUTION #185 OF 2010 ED

POSTING OF PROPERTY

FEBRUARY 24, 2011 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF THRUSH REALTY, LLC AT 204 WEST MAIN STREET BLOOMSBURG
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY
COLUMBIA COUNTY DEPUTY SHERIFF CHARLES CARROLL.

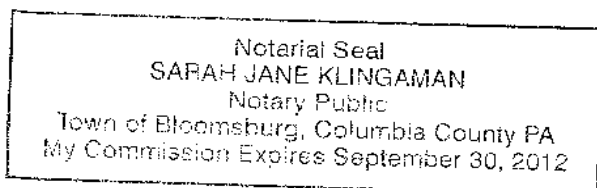
SO ANSWERS:

DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 25TH DAY OF FEBRUARY 2011



TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 789-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

SUSQUEHANNA BANK FKA
SUSQUEHANNA BANK PA
VS

Docket # 185ED2010


MORTGAGE FORECLOSURE

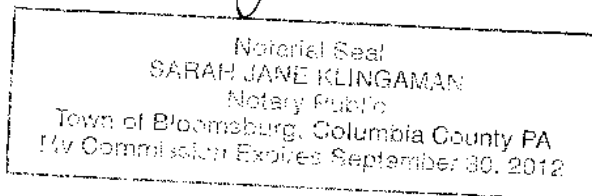
THRUSH REALTY, LLC

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, JANUARY 20, 2011, AT 11:50 AM. SERVED THE WITHIN MORTGAGE FORECLOSURE UPON THRUSH REALTY C/O ARLIN THRUSH AT SHERIFF'S OFFICE, BLOOMSBURG BY HANDING TO ARLIN THRUSH, , A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, JANUARY 20, 2011


NOTARY PUBLIC



SO ANSWERS,


SHERIFF TIMOTHY T. CHAMBERLAIN


J. CARTER
DEPUTY SHERIFF

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Monday, January 03, 2011

**MARY-WARD - TAX COLLECTOR
2ND STREET
BLOOMSBURG, PA 17815-**

**SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA
VS
THRUSH REALTY, LLC**

DOCKET # 185ED2010

JD # 1743JD2010

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain
Sheriff of Columbia County

HARTMAN SHURR

Charles N. Shurr, Jr., Esquire

Attorney I.D. #74813

1100 Berkshire Blvd., Suite 301

P.O. Box 5828

Wyomissing, PA 19610

(610) 779-0772

Attorneys for Plaintiff

| | | |
|---------------------------------|---|--|
| SUSQUEHANNA BANK | : | IN THE COURT OF COMMON PLEAS OF |
| fka Susquehanna Bank PA, | : | COLUMBIA COUNTY, PENNSYLVANIA |
| Plaintiff | : | CIVIL ACTION - LAW |
| | : | |
| vs. | : | MORTGAGE FORECLOSURE |
| | : | |
| THRUSH REALTY, LLC, | : | 185Ed2010 |
| Defendant | : | NO. 2010-CV-#1743-MF |

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY
PURSUANT TO R.C.P. 3129.2 OF THE
SUPREME COURT OF PENNSYLVANIA**

To: Thrush Realty, LLC
c/o Arlin R. Thrush, Member
335 East Hillcrest Drive
Bloomsburg, PA 17815

Your real estate located at 204 W. Main Street, Bloomsburg, Pennsylvania 17815, as more fully described in the attached legal description, is scheduled to be sold at Sheriff's Sale on March 30, 2011 at 9:00 a.m., in a Courtroom or Sheriff's Office, to be announced, at the Columbia County Courthouse, Bloomsburg, Pennsylvania, to enforce the court judgment of \$117,625.52, together with interest at the rate of 7.650% per annum (\$31.14 per diem) from September 16, 2010 forward, late charges, collection costs, and attorneys' fees obtained by Susquehanna Bank fka Susquehanna Bank PA against you. If the Sale is postponed, the property will be relisted for Sale. In the event the Sale is continued, an announcement will be made at said Sale in compliance with Pa.R.C.P. Rule 3129.3.

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

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

1. The sale will be cancelled if you pay to Plaintiff the back payments, late charges, costs and reasonable attorneys' fees due. To find out how much you must pay, you may call: Charles N. Shurr, Jr., Esquire at (610) 779-0772.

2. You may be able to stop the sale by filing a petition asking the court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling Charles N. Shurr, Jr., Esquire at (610) 779-0772.

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

3. The sale will be completed only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (570) 389-5622.

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

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

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

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


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

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

North Penn Legal Services
168 E. 5th Street
Bloomsburg, PA 17815
(570) 784-8760

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17018
800-692-7375

HARTMAN SHURR

By: 
Charles N. Shurr, Jr., Esquire
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot of ground situate on the south side of Main Street, in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Main Street, said point being 19.35 feet southwest of the intersection of the southwest corner of Main and Jefferson Streets;

RUNNING THENCE along lands now or formerly of M. Corene Quick and George Robbins Quick, et al., South 25 degrees 14 minutes East 31 feet to a point one foot south of the brick wall of the house now erected on the land herein conveyed;

THENCE South 64 degrees 46 minutes West, a distance of 2 feet;

THENCE South 25 degrees 14 minutes East 53.5 feet to a point in line of land now or formerly of Mrs. J.S. John;

THENCE along land now or formerly of the said Mrs. J.S. John, South 64 degrees 46 minutes West 28.15 feet to a point in line of land now or formerly of the said Mrs. J.S. John;

THENCE by the same, North 25 degrees 14 minutes West 84.5 feet to a point on the south side of Main Street;

THENCE along the south side of Main Street, North 64 degrees 46 minutes East 30.15 feet to the place of BEGINNING.

Erected thereon is a housing accommodation and additional improvements.

TOGETHER WITH the right and privilege of access, travel afoot and passage over, across and upon real estate located at the extreme southern portion of the land purchased by J. Grier Quick on the 19th day of December, 1921, and of record in the Deed Book 95, at page 604, later devised to M. Corene Quick and George Robbins Quick by the probated will of J. Grier Quick, the said grant and said conveyance being a passageway 4 feet in width, extending from Jefferson Street and adjacent to and along land now or formerly of Mae Evans John to the real estate above described.

EXCEPTING AND RESERVING to M. Corene Quick, her heirs and assigns, the right and privilege to temporarily occupy and to limitedly use the above described land with any improvements ever erected thereon for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to their land, buildings and improvements ever erected upon their own adjacent land.

TOGETHER WITH the right and privilege to temporarily occupy and limitedly use the land and any improvements thereon located immediately adjacent to the above described land for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to the land and to the buildings and any improvements ever erected thereon.

BEING KNOWN AS 204 WEST MAIN STREET.

TAX PARCEL NO. 05W-05-003.

IMPROVEMENTS: COMMERCIAL PROPERTY/DUPLEX/OFFICE (1ST FLOOR);
APARTMENT (2ND FLOOR).

BEING THE SAME PREMISES that Jerry W. Betz and Lisa A. Betz, by their deed dated January 31, 2002 and recorded in the Office of the Recorder of Deeds of Columbia County on January 31, 2002 as Instrument No. 200201318, granted and conveyed to Thrush Realty, LLC.

**PRIORITY CLAIM
FOR
SHERIFFS SALE**
Please Print or Type

NOTATION NUMBER
JCV1743MF (03/30/11)
DATE OF SALE
03/30/2011
AMOUNT
\$3,300.00

MR TIMOTHY T CHAMBERLAIN
SHERIFF OF COLUMBIA COUNTY
BOX 380

BLOOMSBURG PA 17815

| | |
|-----------------------------------|------------|
| CORPORATION TAX FILE (BOX) NUMBER | |
| 4390-474 | \$3,300.00 |
| EMPLOYER EIN | \$0.00 |
| SALES TAX LICENSE NUMBER | \$0.00 |
| SOCIAL SECURITY NUMBER | \$0.00 |

DEFENDANT THRUSH REALTY LLC

This statement is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes. This statement is made in accordance with 42 Pa. C.S.A. § 8151 and 72 P.S. § 1402 (Fiscal Code § 1402).

A. For the following taxes a priority in the distribution of the proceeds of the judicial sale should be made in accordance with the applicable provisions of the Tax Reform Code of 1971, 72 P.S. § 7101, et seq. Tax liens were filed with the Prothonotary of Columbia County.

- ☐ Sales and Use Tax, 72 P.S. § 7242
- ☐ Employer Withholding Tax, 72 P.S. § 7345
- ☐ Pennsylvania Personal Income Tax, 72 P.S. § 7345

B. A Corporation tax lien is a first lien and is required to be paid out of the proceeds of the judicial sale before any pre-existing judgement, mortgage, or any other claim or lien against the corporation in accordance with 72 P.S. § 1401 (Fiscal Code § 1401).

☒ Corporation Taxes, 72 P.S. § 1401

STATEMENT OF ACCOUNT

| Type of Tax | Settlement or Lien Date | Lien Number or Filing Period | Amount or Balance |
|---------------|-------------------------|------------------------------|-------------------|
| Corp Tax | | 12-31-2009 | \$3,300.00 |
| TOTAL: | | | \$3,300.00 |

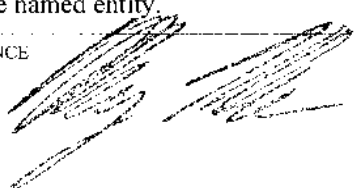
I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

WITNESS my hand and the seal of the Department of

Revenue 08 day of February 2011

DIRECTOR, BUREAU OF COMPLIANCE

SECRETARY OF REVENUE
Daniel Meuser



January 31, 2011

Sheriff of Columbia County
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

Re: Susquehanna Bank fka Susquehanna Bank PA
vs. Thrush Realty, LLC
Docket No. 2010-CV-#1743-MF
Docket No. 2010-ED-185

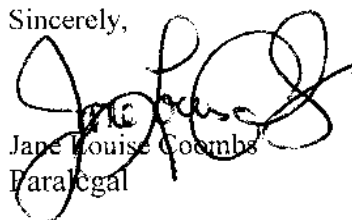
Dear Sheriff:

Enclosed, for your records, is a copy of a Proof of Service in the above-referenced proceeding; the original of which has been filed with the Prothonotary of Columbia County. Kindly acknowledge receipt of this Proof of Service by return a time-stamped copy of same to me in the envelope provided herein.

If you have any questions regarding this request, please contact me at 610-779-0772.

Thank you.

Sincerely,



Jane Louise Coombs
Paralegal

Enclosures

INNOVATIVE ATTORNEYS. TRADITIONAL VALUES.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/3/2011

SERVICE# 1 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

PERSON/CORP TO SERVED

THRUSH REALTY C/O ARLIN THRUSH

335 EAST HILLCREST DRIVE

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Arlin Thrush

RELATIONSHIP Def. IDENTIFICATION _____

DATE 1/20/11 TIME 11:50 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

| ATTEMPTS DATE | TIME | OFFICER | REMARKS |
|-------------------|-------------|-----------|-------------|
| <u>01/04/2011</u> | <u>1510</u> | <u>#6</u> | <u>L.C.</u> |
| <u>01/12/2011</u> | <u>1405</u> | <u>#6</u> | <u>L.C.</u> |

DEPUTY #10 DATE 1/20/2011

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

DATE:19-JAN-11

FEE:\$5.00

CERT. NO9218

THRUSH REALTY LLC
334 E HILLCREST DR
BLOOMSBURG PA 17815

DISTRICT: TOWN OF BLOOMSBURG
DEED 20020-1318
LOCATION: 204 W MAIN ST BLOOMSBURG
PARCEL: 05W-05 -003-00,000

| YEAR | BILL ROLL | AMOUNT | INTEREST | PENDING | COSTS | TOTAL AMOUNT DUE |
|-------------|-----------|----------|----------|---------|-------|------------------|
| 2010 | PRIM | 2,604.89 | 58.27 | | 30.00 | 2,693.16 |
| 2009 | PRIM | 2,738.35 | 55.60 | | 0.00 | 2,793.95 |
| TOTAL DUE : | | | | | | \$5,487.11 |

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

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

REQUESTED BY:

Timothy Chamberlain
THC

RALPH E. JOHNSON
CERTIFIED PUBLIC ACCOUNTANT

204 West Main Street
Bloomsburg, PA 17815

Phone (570) 784-5630
Fax (570) 784-5632

Jan. 6, 2011

Dear Sheriff Chamberlain,

RE: Notice of sheriff's sale of real estate located at 204 W Main St., Bloomsburg, PA


As the tenant, I am notifying you of my claims against this property.
They are:

First – I have a **lease agreement** for these premises which will terminate June 30, 2011.

Second – **Security deposit** in the amount of **\$1,000.00** was paid to Thrush Realty, LLC
on November 3, 2008.

Copy of the lease is attached. If additional information is required please let me know.

Sincerely,



Ralph Johnson

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 388
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Monday, January 03, 2011

**TENANT(S) FIRST FLOOR
204 WEST MAIN STREET
BLOOMSBURG, PA 17815-**

**SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA
VS
THRUSH REALTY, LLC**

DOCKET # 185ED2010

JD # 1743JD2010

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain

Timothy T. Chamberlain
Sheriff of Columbia County

MODIFICATION OF LEASE AGREEMENT

THIS MODIFICATION OF LEASE AGREEMENT ("MODIFICATION") is made and entered into this 3 day of Nov, 2010 by and between THRUSH REALTY, LLC ("Landlord") and RALPH JOHNSON ("Tenant").

WHEREAS the parties hereto entered into a lease agreement for a premises situate at 204 West Main Street, Bloomsburg, Pennsylvania on November 3, 2008;

WHEREAS the parties are desirous of amending the term of the lease agreement dated November 3, 2008;

NOW therefore, in consideration of the mutually covenants and promise herein contained the parties agree as follows:

Article 2 Lease Term and Rent section 2.1 Term is amended to read as follows:

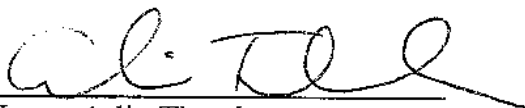
2.1 Term

The term of the Lease shall begin on the 15th day of November 2008 (the "Commencement Date"); the term shall commence on the Commencement Date and shall terminate on June 30, 2011 ("Term").

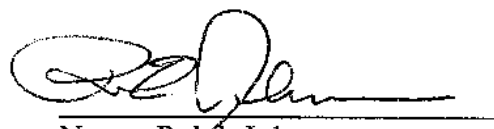
In all other respects the Lease Agreement dated November 3, 2008 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to this Modification of Lease Agreement as of the day and year first above written, intending to be legally bound hereby.

LANDLORD:
THRUSH REALTY, LLC


Name: Arlin Thrush
Title: President

TENANT:


Name: Ralph Johnson

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 3rd day of November, 2008, by and between THRUSH REALTY, LLC ("Landlord") and RALPH JOHNSON ("Tenant").

ARTICLE 1 DEMISED PREMISES

1.1 Demised Premises

The Landlord, in consideration of the rents to be paid and covenants to be performed by Tenant hereunder, does hereby lease and demise unto the Tenant the entire first-floor office space located at 204 West Main Street, Bloomsburg, Pennsylvania, upon and subject to the following terms, conditions and provisions and for the uses and purposes hereinafter set forth (hereinafter the "Demised Premises").

ARTICLE 2 LEASE TERM AND RENT

2.1 Term

The term of this Lease shall begin on the 15th day of November, 2008 (the "Commencement Date"); the term of the Lease shall commence on the Commencement Date and continue for a period of four (4) years, i.e. terminating on November 15, 2012 ("Term").

2.2 Rent

(a) During the term of this Lease, beginning on the Commencement Date, Tenant shall pay Landlord a fixed rent ("Rent") per month during the term of this Lease in the amount of One Thousand Dollars (\$1,000.00).

(b) Rent shall be paid in advance in equal monthly installments. Subsequent installments shall be paid on the first day of each successive month of the term hereof following the first month of the term. If Rent begins on a day other than the first day of a month, Rent from that day until the first day of the following month shall be prorated (on the basis of the number of days during the first month).

ARTICLE 3
USE OF DEMISED PREMISES

3.1 Use

Tenant shall have the right to use the Demised Premises for any lawful purpose. All uses of the Demised Premises by Tenant shall be in conformity with all applicable laws, ordinances, and regulations of all governmental bodies and agencies.

ARTICLE 4
OBLIGATIONS OF TENANT AND LANDLORD

4.1 Obligations of Tenant

Tenant will surrender the Demised Premises at the expiration of the term hereof or at such other time as it may properly vacate the Demised Premises in as good a condition as when received, excepting depreciation caused by ordinary wear and tear.

4.2 Obligations of Landlord

So long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the leased Premises with the following services and maintenance:

- (a) Utilities. Heat, water, sewer, electric and trash removal.
- (b) Maintenance of Building Structure. Maintenance of the structure of the building, including but not limited to, the roof, exterior walls (including windows), floors, and foundation. Landlord shall make all repairs which may be needed to the electrical and plumbing systems in and servicing the Demised Premises (excluding repairs to any non-building standard fixtures or other improvements installed or made by or at the request of Tenant requiring maintenance or repairs of a type or nature not customarily provided by Landlord to typical office tenants and excluding any necessary replacements of non-building standard fixtures or improvements), and all repairs to exterior windows and glass. In the event that any repair is required by reason of the negligence or abuse of Tenant or her agents, employees, invitees or of any other person using the Demised Premises with Tenant's consent, express or implied, Landlord may make such repair and add the cost thereof to the first installment of rent which will thereafter become due, unless Landlord shall have actually recovered or has the right to recover such cost through insurance proceeds.

- (c) Snow removal and lawn care.

ARTICLE 5 ALTERATIONS

5.1 Alterations

Tenant shall not be allowed to make alterations, additions, or improvements to the Demised Premises without the prior written consent of Landlord.

5.2 Property of Landlord

All alterations, additions, or improvements made by Tenant shall become the property of Landlord at the termination of this Lease.

ARTICLE 6 TRADE FIXTURES

6.1 Trade Fixtures

Tenant has the right at all times to erect or install furniture and fixtures, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant shall have the right to remove such items at the termination of this Lease, provided Tenant is not in default at that time and the fixtures can be removed without structural damage to the Demised Premises. Prior to the termination of this Lease, Tenant must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Tenant at the termination of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of Landlord.

ARTICLE 7 DESTRUCTION OF THE BUILDING

7.1. Destruction of the Building.

If the office building on the premises is damaged or destroyed by fire, lightning, earthquake, windstorm, act of God, or as the result of war, strikes, riots or other casualty, the Tenant may, at its option terminate the lease by giving, within ten (10) days after such destruction or damage, notice of its intention to do so, at which time this lease shall be terminated for all purposes except for rights then accrued hereunder.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification

(a) Tenant hereby agrees to make no claim against Landlord and to assume the responsibility of defending, at Tenant's expense, any claim which shall be made against Landlord by

any agent, employee, licensee, or invitee of Tenant or by others claiming the right to be on the Demised Premises through or under Tenant, for any injury, loss, or damage to person or property occurring on the Demised Premises caused by the negligence of Tenant or its employees, agents or licensees and not caused by the negligence or willful acts of Landlord or its employees, agents, licensees, or invitees. Tenant shall save Landlord, its agents and employees harmless and indemnified from all loss, damage, liability, or expense incurred, suffered or claimed by reason of Tenant's neglect. Nothing herein shall relieve Landlord from liability for the failure to perform, or the negligent performance of its obligations under this Lease.

(b) Landlord hereby agrees to make no claim against Tenant and to assume the responsibility of defending, at Landlord's expense, any claim which shall be made against Tenant by any agent, employee, licensee, or invitee of Landlord or Tenant or by others claiming the right to be on the Demised Premises through or under Landlord or Tenant, for any injury, loss, or damage to person or property occurring on the Demised Premises from any cause other than the negligence or willful acts of Tenant or its employees, agents or licensees. Landlord shall save Tenant, its agents and employees harmless and indemnified from all loss, damage, liability, or expense incurred, suffered, or claimed by reason of Landlord's neglect or the use of the Demised Premises or facilities in or adjacent thereto, or by reason of any injury, loss, or damage to any person or property thereon not caused by the negligence of Tenant, and to be answerable for all nuisances caused or suffered thereon.

ARTICLE 9 ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting

Tenant shall not have the right to assign this Lease or sublet the Demised Premises without the written consent of the Landlord, which shall be at Landlord's sole and absolute discretion. Landlord may assign this Lease without advanced, written consent of Tenant.

ARTICLE 10 EVENTS OF DEFAULT

10.1 Events of Default

If Tenant fails to pay any installment of rent promptly on the day when due and payable hereunder, and shall continue in default for a period of ten (10) days after written notice from Landlord of such failure to pay, or if Tenant shall fail to promptly keep and perform any other affirmative covenant or agreement of this Lease, strictly in accordance with the terms thereof and

shall continue in default for a period of ten (10) days after written notice thereof by Landlord of default and demand of performance or compliance, then such shall be an Event of Default ("Event of Default"). If any default shall occur, other than in the payment of money, which cannot with due diligence be cured within such period of ten (10) days from and after the giving of notice as aforesaid, and Tenant commences to cure such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to continue to cure such default and does so cure such default, then Landlord shall not have the right to declare an Event of Default. Any of the following shall also constitute an Event of Default: Tenant is adjudicated a bankrupt or insolvent, institutes proceedings for a reorganization or for an arrangement under the Bankruptcy Act, or an involuntary petition in bankruptcy is filed against Tenant and is not discharged or dismissed within one hundred twenty (120) days.

10.2 Remedies

Upon the occurrence of an Event of Default, Landlord may enter into the Demised Premises or any part thereof, upon written notice to Tenant, and relet the Demised Premises for the Tenant's account. Tenant shall continue to be liable for rent due and payable until the Demised Premises are relet by Landlord, provided that Tenant shall not be liable for such payments of rent unless Landlord uses its best efforts to relet the Demised Premises in order to mitigate the Tenant's damages. Landlord hereby expressly covenants and agrees to such obligation to mitigate damages.

10.3 Surrender

The Tenant shall, upon the expiration or earlier termination of this Lease, surrender to the Landlord the Demised Premises and all fixtures situated thereon except items which may be removed pursuant to the terms of this Lease. All alterations, improvements, and other additions which may be made or installed by either party to, in, upon or about the Demised Premises shall either be removed by Tenant pursuant to the terms of this Lease or become the property of the Landlord.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Landlord's Covenant of Title and Quiet Enjoyment

Landlord covenants and warrants that at the commencement of the Initial Term, Landlord shall have full and lawful authority to enter into this Lease for the full term hereof, and that Landlord will be lawfully seized of the Demised Premises and will have good title thereto and that at

all times when no Event of Default exists under this Lease, Tenant's quiet and peaceable enjoyment of the Demised Premises shall not be disturbed or interfered with by anyone.

11.2 Notices

All notices and writing required under this Lease shall be deemed to be properly served if delivered personally or sent by certified mail, return receipt requested, to Landlord at 335 East Hillcrest Drive, Bloomsburg, PA 17815; or to Tenant at 204 West Main Street, Bloomsburg, PA 17815; or at such other address as Landlord and Tenant may designate for themselves in writing from time to time. Date of service by mail shall be the date on which such notice or writing is deposited in a post office of the United States Postal Service.

11.3 Successors and Assigns

This Lease shall inure to the benefit of and shall bind the successors and assigns of the parties to the extent that the parties' rights hereunder may succeed and be assigned according to the terms hereof.

11.4 Applicable Law

This Lease shall be deemed a contract under the laws of the Commonwealth of Pennsylvania and shall be construed in accordance with such laws.

11.5 Descriptive Headings

The descriptive headings of the several paragraphs hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of its provisions.

11.6 Remedies

No reference to any specific right or remedy shall preclude Landlord or Tenant from exercising any other right or from exercising any other remedy or from maintaining any action to which they may otherwise be entitled at law or in equity.

11.7 Waivers

The failure of Landlord or Tenant to insist upon a strict performance of any covenants of this Lease or to exercise any right herein contained shall not be a waiver or relinquishment for the future of such right, but the same shall remain in full force and effect, unless expressly waived by Landlord or Tenant in writing.

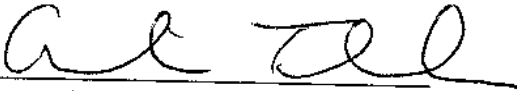
11.8 Severability

If any of the terms, provisions or conditions of this Lease, or any portions thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable,

the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

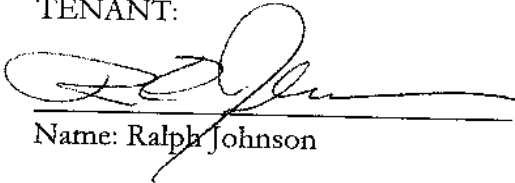
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to this Lease as of the day and year first above written, intending to be legally bound hereby.

LANDLORD:
THRUSH REALTY, LLC



Name: Arlin Thrush
Title: President

TENANT:



Name: Ralph Johnson

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/3/2011

SERVICE# 4 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

PERSON/CORP TO SERVED

TENANT(S) FIRST FLOOR

204 WEST MAIN STREET

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Ralph E. Johnson

RELATIONSHIP Tenant IDENTIFICATION _____

DATE 01/04/2011 TIME 1550 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS

DATE

TIME

OFFICER

REMARKS

DEPUTY

[Signature]

DATE 01/04/2011

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/3/2011

SERVICE# 5 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

PERSON/CORP TO SERVED

TENANT(S) 2ND FLOOR

204 WEST MAIN STREET

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON _____

RELATIONSHIP _____ IDENTIFICATION _____

DATE _____ TIME _____ MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) Vacant

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

Jeffrey Rine

DATE

01/04/2011

Ralph Johnson

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5621

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

Monday, January 03, 2011

**TENANT(S) 2ND FLOOR
204 WEST MAIN STREET
BLOOMSBURG, PA 17815-**

**SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA
VS
THRUSH REALTY, LLC**

DOCKET # 185ED2010

JD # 1743JD2010

Dear Sir:

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

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

Respectfully,

Timothy T. Chamberlain
Sheriff of Columbia County

HARTMAN SHURR

Charles N. Shurr, Jr., Esquire
Attorney I.D. #74813
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772

Attorneys for Plaintiff

| | | |
|---------------------------------|---|--|
| SUSQUEHANNA BANK | : | IN THE COURT OF COMMON PLEAS OF |
| fka Susquehanna Bank PA, | : | COLUMBIA COUNTY, PENNSYLVANIA |
| Plaintiff | : | CIVIL ACTION - LAW |
| | : | |
| vs. | : | MORTGAGE FORECLOSURE |
| | : | |
| THRUSH REALTY, LLC, | : | 185Ed2010 |
| Defendant | : | NO. 2010-CV-#1743-MF |

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY
PURSUANT TO R.C.P. 3129.2 OF THE
SUPREME COURT OF PENNSYLVANIA**

To: Thrush Realty, LLC
c/o Arlin R. Thrush, Member
335 East Hillcrest Drive
Bloomsburg, PA 17815

Your real estate located at 204 W. Main Street, Bloomsburg, Pennsylvania 17815, as more fully described in the attached legal description, is scheduled to be sold at Sheriff's Sale on March 30, 2011 at 9:00 a.m., in a Courtroom or Sheriff's Office, to be announced, at the Columbia County Courthouse, Bloomsburg, Pennsylvania, to enforce the court judgment of \$117,625.52, together with interest at the rate of 7.650% per annum (\$31.14 per diem) from September 16, 2010 forward, late charges, collection costs, and attorneys' fees obtained by Susquehanna Bank fka Susquehanna Bank PA against you. If the Sale is postponed, the property will be relisted for Sale. In the event the Sale is continued, an announcement will be made at said Sale in compliance with Pa.R.C.P. Rule 3129.3.

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

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

1. The sale will be cancelled if you pay to Plaintiff the back payments, late charges, costs and reasonable attorneys' fees due. To find out how much you must pay, you may call: Charles N. Shurr, Jr., Esquire at (610) 779-0772.

2. You may be able to stop the sale by filing a petition asking the court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling Charles N. Shurr, Jr., Esquire at (610) 779-0772.

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

3. The sale will be completed only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (570) 389-5622.

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

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

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

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

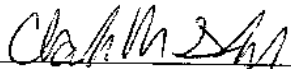
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

North Penn Legal Services
168 E. 5th Street
Bloomsburg, PA 17815
(570) 784-8760

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17018
800-692-7375

HARTMAN SHURR

By: 
Charles N. Shurr, Jr., Esquire
1100 Berkshire Blvd., Suite 301
P.O. Box 5828
Wyomissing, PA 19610
(610) 779-0772
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot of ground situate on the south side of Main Street, in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the south side of Main Street, said point being 19.35 feet southwest of the intersection of the southwest corner of Main and Jefferson Streets;

RUNNING THENCE along lands now or formerly of M. Corene Quick and George Robbins Quick, et al., South 25 degrees 14 minutes East 31 feet to a point one foot south of the brick wall of the house now erected on the land herein conveyed;

THENCE South 64 degrees 46 minutes West, a distance of 2 feet;

THENCE South 25 degrees 14 minutes East 53.5 feet to a point in line of land now or formerly of Mrs. J.S. John;

THENCE along land now or formerly of the said Mrs. J.S. John, South 64 degrees 46 minutes West 28.15 feet to a point in line of land now or formerly of the said Mrs. J.S. John;

THENCE by the same, North 25 degrees 14 minutes West 84.5 feet to a point on the south side of Main Street;

THENCE along the south side of Main Street, North 64 degrees 46 minutes East 30.15 feet to the place of BEGINNING.

Erected thereon is a housing accommodation and additional improvements.

TOGETHER WITH the right and privilege of access, travel afoot and passage over, across and upon real estate located at the extreme southern portion of the land purchased by J. Grier Quick on the 19th day of December, 1921, and of record in the Deed Book 95, at page 604, later devised to M. Corene Quick and George Robbins Quick by the probated will of J. Grier Quick, the said grant and said conveyance being a passageway 4 feet in width, extending from Jefferson Street and adjacent to and along land now or formerly of Mae Evans John to the real estate above described.

EXCEPTING AND RESERVING to M. Corene Quick, her heirs and assigns, the right and privilege to temporarily occupy and to limitedly use the above described land with any improvements ever erected thereon for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to their land, buildings and improvements ever erected upon their own adjacent land.

TOGETHER WITH the right and privilege to temporarily occupy and limitedly use the land and any improvements thereon located immediately adjacent to the above described land for the only and sole purpose of repairing, replacing and maintaining the roof, eaves, spouting, cornices, walls, windows, doors and support to the land and to the buildings and any improvements ever erected thereon.

BEING KNOWN AS 204 WEST MAIN STREET.

TAX PARCEL NO. 05W-05-003.

IMPROVEMENTS: COMMERCIAL PROPERTY/DUPLEX/OFFICE (1ST FLOOR);
APARTMENT (2ND FLOOR).

BEING THE SAME PREMISES that Jerry W. Betz and Lisa A. Betz, by their deed dated January 31, 2002 and recorded in the Office of the Recorder of Deeds of Columbia County on January 31, 2002 as Instrument No. 200201318, granted and conveyed to Thrush Realty, LLC.

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/3/2011

SERVICE# 7 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

| PERSON/CORP TO SERVED | PAPERS TO SERVED |
|---------------------------|----------------------|
| MARY-WARD - TAX COLLECTOR | MORTGAGE FORECLOSURE |
| 2ND STREET | |
| BLOOMSBURG | |

SERVED UPON IN Mailbox at office.

RELATIONSHIP _____ IDENTIFICATION _____

DATE 01/04/2011 TIME 1450 MILEAGE _____ OTHER _____

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

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

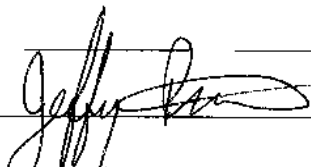
F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY  DATE 01/04/2011

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER: J. ARTER
DATE RECEIVED 1/3/2011

SERVICE# 6 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

PERSON/CORP TO SERVED

BLOOMSBURG SEWER

2ND STREET

BLOOMSBURG

PAPERS TO SERVED

MORTGAGE FORECLOSURE

SERVED UPON Deanne Kashner

RELATIONSHIP Office Manager IDENTIFICATION _____

DATE 01/04/2011 TIME 1325 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY

Jeffrey R. Arter

DATE 01/04/2011

COLUMBIA COUNTY SHERIFF'S OFFICE

PROCESS SERVICE ORDER

OFFICER:
DATE RECEIVED 1/3/2011

SERVICE# 8 - OF - 14 SERVICES
DOCKET # 185ED2010

PLAINTIFF SUSQUEHANNA BANK FKA SUSQUEHANNA BANK PA

DEFENDANT THRUSH REALTY, LLC
ATTORNEY FIRM HARTMAN SHURR

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

PAPERS TO SERVED
MORTGAGE FORECLOSURE

SERVED UPON Maurten Cole

RELATIONSHIP Customer Service IDENTIFICATION _____

DATE 1/4/11 TIME 1135 MILEAGE _____ OTHER _____

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

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

F. OTHER (SPECIFY) _____

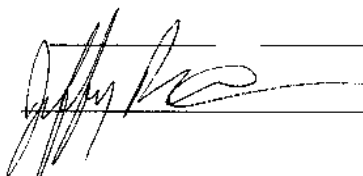
ATTEMPTS
DATE

TIME

OFFICER

REMARKS

DEPUTY



DATE 1/4/2011