

SHERIFF'S SALE COST SHEET

Eastern Savings Bank vs. Jeffrey Peters
 NO. 51-10 ED NO. 22-01 JD DATE/TIME OF SALE June 22, 1998

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>180.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>27.50</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>27.00</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>6.00</u>
NOTARY	\$ <u>2.00</u>
TOTAL ***** \$ <u>431.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>785.20</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1210.20</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>1.00</u>
SCHOOL DIST. 20	\$ <u>1.00</u>
DELINQUENT 20	\$ <u>5.00</u>
TOTAL ***** \$ <u>7.00</u>	

MUNICIPAL FEES DUE:	
SEWER 20	\$ <u>1.00</u>
WATER 20	\$ <u>1.00</u>
TOTAL ***** \$ <u>2.00</u>	

SURCHARGE FEE (DSTE)	\$ <u>130.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>130.00</u>	

TOTAL COSTS (OPENING BID) \$ 1841.20

COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

Eastern Savings Bank vs Jeffrey Peters

NO. 51-10 ED NO. 22-09 JD

DATE/TIME OF SALE: June 25 2009

BID PRICE (INCLUDES COST) \$ 1841.20

POUNDAGE - 2% OF BID \$ 36.82

TRANSFER TAX - 2% OF FAIR MKT \$ _____

MISC. COSTS \$ _____

TOTAL AMOUNT NEEDED TO PURCHASE \$ 1878.02

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): John S. Shuck

TOTAL DUE: \$ 1878.02

LESS DEPOSIT: \$ 1500.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 378.02



June 24, 2010

Columbia County Sheriff's Office
Attention: Real Estate Dept.
Columbia County Courthouse
PO Box 380
Bloomsburg, PA 17815-0380

RE: Eastern Savings Bank, FSB

vs.

Jeffrey E. Peters

Docket No. 2009-CV-22

Property: 2720 Heights Road, Berwick, PA 18603

Sheriff Sale Date: June 23, 2010

Our File No. 056961

Dear Sir or Madam:

I am the attorney on the Writ for the above-referenced sale. Please be advised that I am assigning my bid to **Wentworth Realty Inc.**, 11350 McCormick Road, Suite 200, Hunt Valley, Maryland 21031. Please issue the Deed to **Wentworth Realty Inc.**, and in that regard, enclosed please find two (2) original Realty Transfer Tax Affidavits of Value. Also, enclosed is a check in the amount of \$378.02 representing additional funds due your office on the Writ.

Should you have any questions, please feel free to call me. Thank you.

Sincerely,

JAMES SMITH DIETTERICK & CONNELLY, LLP

Scott A. Dietterick
sad@jsdc.com
SAD:mse
Enclosures

PO BOX 380
BERWICK PA 17803

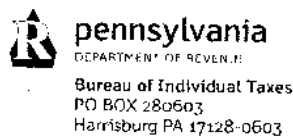
TEL: 717-339-1111
FAX: 717-339-1112
WWW.JSDC.LAW

BERWICK, PA 17803

2010 JUNE 24

GARY L. JAMES
MAX J. SMITH, JR.
JOHN J. CONNELLY, JR.
SCOTT A. DIETTERICK
JAMES F. SHADE
MATTHEW C. ABAL, III
NEIL W. YAHN
EDWARD P. SEEBER
RONALD E. TOMASKO
SUSAN M. KADEL
JARAD W. HARDT, MAN
COURTNEY K. POWELL
KIMBERLY A. BONNER
KAREN N. CONNELLY
JOHN M. HAYES
CHRISTINE T. BRANN
JESSICA E. LUWE
SEAN M. CONNORAN
GREGORY A. KOGUT, JR.

OF COUNSEL
GREGORY K. RICHARDS
BERNARD A. RYAN, JR.



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 **Scott A. Dietterick, Esquire** Telephone Number: **(717) 533-3280**

Street Address **P.O. Box 650** City **Hershey** State **PA** ZIP Code **17033**

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Columbia County Sheriff			Grantee(s)/Lessee(s) Wentworth Realty Inc.		
Street Address PO Box 380			Street Address 11350 McCormick Road, Suite 200		
City Bloomsburg	State PA	ZIP Code 17815	City Hunt Valley	State MD	ZIP Code 21031

C. REAL ESTATE LOCATION

Street Address **2720 Heights Road** City, Township, Borough **Township of Briar Creek**

County **Columbia** School District Tax Parcel Number **07-03-022-01**

D. VALUATION DATA

1. Actual Cash Consideration \$1,878.02	2. Other Consideration + 0.00	3. Total Consideration = \$1,878.02
4. County Assessed Value \$125,869.00	5. Common Level Ratio Factor x 3.69	6. Fair Market Value = \$464,456.61

E. EXEMPTION DATA

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

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.)
100 % exemption for transfer to a holder of a mortgage in default through Judicial Sale pursuant to 72 P.S. Section 8102.C.3(16).

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

Scott A. Dietterick, Esquire

Date

6/24/10

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

ASSIGNMENT OF MORTGAGE

Mortgagor: Jeffrey Peters

Mortgage dated: September 21, 2004

Mortgagee: Eastern Savings Bank
Mortgage Recorded: September 27, 2004
Inst #2004-11142 in the recorder's office of
Columbia County, Pennsylvania.

Debt-\$ 234,000.00

Assigned to: Wentworth Realty Inc.

That, Eastern Savings Bank, FSB (hereinafter "Assignor") in consideration of the sum of one Dollar (\$1.00) paid by Wentworth Realty Inc. (Assignee") to the Assignor and for other good and valuable consideration the receipt of which is hereby acknowledged by Assignor, and intending to be legally bound, Assignor hereby assigns, conveys, sets over, and transfers to the Assignee, and Assignee's successors, heirs or assigns, as the case may be, all of Assignor's rights, title and interest in and to the above-referenced mortgage (the "Mortgage") together with all of Assignor's rights, remedies, incidents and appurtenances as stated in the Mortgage and all the rights, title, and interest of Assignor in the premises described in the Mortgage; and Assignor specifically assigns by this Assignment the debt instrument or instruments, as the case may be, intended to be secured by the Mortgage and the warrant of attorney, if any, to confess judgment contained in such debt instruments or the Mortgage. The Assignor hereby directs the recorder of the above-referenced County to note upon the margin of the record of the Mortgage, this Assignment thereof.

Executed this 16th day of June 2010.

Witness:

EASTERN SAVINGS BANK, FSB

By: Mary K. Romans
Name: Mary K. Romans
Title: Senior Asset Manager

By: Carol Hamel
Name: Carol Hamel
Title: Assistant Vice President

Property Address: 2720 Heights Road
Berwick, PA 18603
Municipality: Township of Briar Creek
Parcel No. 07-03-022-01

State of Maryland)
) SS
County of Baltimore)

On this the 16th day of June 2010, before me a Notary Public, the undersigned officer, personally appeared Carol Hamel known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained. This person's name is subscribed in a representative capacity for the principal named, Eastern Savings Bank, FSB, and in the capacity indicated, and hereby acknowledges and certifies that he has fully authority to execute the Assignment of Mortgage as Assistant Vice President of Eastern Savings Bank, FSB.

IN WITNESS WHEREOF, I set my hand and official seals.

Notary Public

TERRY L. BROWN
NOTARY PUBLIC
STATE OF MARYLAND
My Commission Expires Aug. 30, 2012

CERTIFICATE OF RESIDENCE

1, Scott A. Dietterick, Esquire, do certify that the Assignee's precise residence is 11350 McCormick Road, Suite 200, Hunt Valley, Maryland 21031.

Witness my hand this 16th day of June, 2010

Recorder of Deeds is requested to mail this Assignment to:

Scott A. Dietterick, Esquire
James, Smith, Dietterick & Connelly LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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

Instrument Number - 200411142
Recorded On 9/27/2004 At 3:44:12 PM
* Instrument Type - MORTGAGE
Invoice Number - 71235
* Mortgagor - PETERS, JEFFREY E
* Mortgagee - EASTERN SAVINGS BANK
User - TSA

* Total Pages - 18

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$33.15
AFFORDABLE HOUSING - 10%	\$3.90
AFFORDABLE HOUSING - 5%	\$1.95
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$93.50

This is a certification page.

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX KREISHER & GREGOROWICZ.

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.

Prepared By:

Return To:

Eastern Savings Bank, fsh
Executive Plaza II-Suite 200
11350 McCormick Road
Hunt Valley, MD 21031
Attn: Post Settlement Dept.

Parcel Number: 07-03-022-01

_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 21, 2004 ,
together with all Riders to this document.

(B) "Borrower" is
Jeffrey E. Peters


Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Eastern Savings Bank, fsh

Lender is a Federal Savings Bank

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

Form 3039 1/01

 -6(PA)-0008

Page 1 of 16

INITIALS

JEP

VMP MORTGAGE FORMS - (800)571-1231



organized and existing under the laws of The United States of America
Lender's address is 1350 McDonnell Road, Ste. 200, Hunt Valley, MD 21031

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated September 21, 2004.
The Note states that Borrower owes Lender

Two Hundred Thirty Four Thousand and 00/100 Dollars
(U.S. \$ 234,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than October 1, 2034

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of:

2720 Heights Rd

Berwick

("Property Address")

_____ [Street]
Berwick, Pennsylvania 18603 _____ [Zip Code]

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

ALL THAT CERTAIN piece and parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin on the south side of a 16 foot private access right-of-way, said point being on the eastern edge of an outdoor shuffleboard court; THENCE along the eastern edge of said shuffleboard court, south 5 degrees 38 minutes 28 seconds west, a distance of 402.59 feet to the northern side of a 16 foot private access right-of-way; THENCE the following three courses and distances along the northern side of said right-of-way as follows: North 72 degrees 52 minutes 16 seconds west, a distance of 61.26 feet; THENCE north 68 degrees 15 minutes 00 seconds west, a distance of 83.96 feet; THENCE north 63 degrees 39 minutes 41 seconds west, a distance of 92.02 feet to an iron pin in line of other land of Clayton C. Daley, now or late; THENCE along other land of Clayton C. Daley, now or late, north 5 degrees 38 minutes 28 seconds east, a distance of 370.32 feet to an iron pin on the southerly side of the first mentioned right-of-way; THENCE along the southerly side of said right-of-way the following two courses: South 70 degrees 35 minutes 00 seconds east, a distance of 154.02 feet; THENCE south 85 degrees 02 minutes 47 seconds east, a distance of 77.19 feet to an iron pin, the place of beginning.

CONTAINING 2.000 acres in accordance to a survey prepared by Orangeville Surveying Consultants.

TOGETHER WITH a Perpetual Easement as more fully set forth in Agreement dated October 16, 1998 and recorded in Columbia County Record Book 703 at Page 935.

Exhibit A

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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

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

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

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

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

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

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

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

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

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

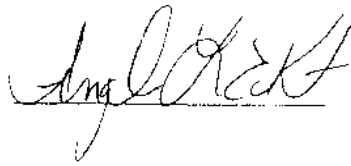
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Witnesses:




Jeffrey E. Peters (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

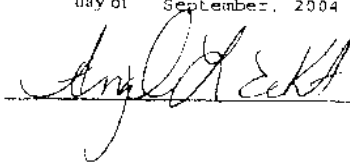
_____ (Seal)
Borrower

_____ (Seal)
Borrower

Certificate of Residence

I, _____, do hereby certify that
the correct address of the within-named Mortgagee is 11150 McCormick Road, Ste 200, Hunt Valley, MD 21031

Witness my hand this 21st day of September, 2004



Agent of Mortgagee

for recording only

COMMONWEALTH OF PENNSYLVANIA,

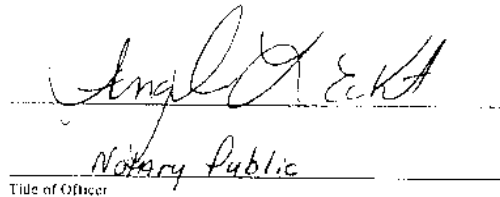
Columbia

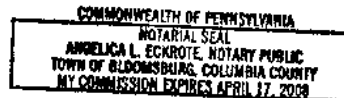
County ss:

On this, the 21st day of September, 2004, before me, the
undersigned officer, personally appeared
Jeffrey E. Peters

known to me (or
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:


Notary Public
Title of Officer



JAMES, SMITH, DIETTERICK & CONNELLY, LLP
OPERATING ACCOUNT

P.O. BOX 650
HERSHEY, PA 17033
PH. 717 533-3280

MID PENN BANK
MILLERSBURG, PA 17061

60 880/313

NUMBER
83092

83092

Three hundred seventy-eight and two/100

DATE
06/24/2010

AMOUNT
378.02

Columbia County Sheriff

PAY
TO THE
ORDER
OF

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

Roberta Gray



⑈083092⑈ ⑆031308807⑆ 950415⑈0⑈

51



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

EASTERN SAVINGS BANK

VS.

JEFFREY PETERS

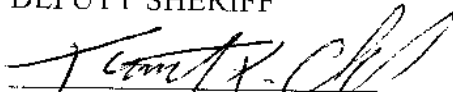
WRIT OF EXECUTION #51 OF 2010 ED

POSTING OF PROPERTY

MAY 19, 2010 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY OF JEFFREY PETERS AT 2720 HEIGHTS ROAD BERWICK
COLUMBIA COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF PAUL D'ANGELO.

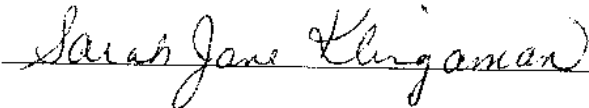
SO ANSWERS:


DEPUTY SHERIFF

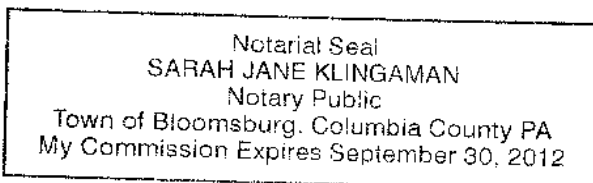

TIMOTHY T. CHAMBERLAIN
SHERIFF

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19TH DAY OF MAY 2010



Sarah Jane Klingaman



STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

James T Micklow, Treasurer being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice June 2, 9, 16, 2010 as printed and published; that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

James T Micklow, Treasurer

Sworn and subscribed to before me this 17th day of June, 2010

[Signature]

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Dennis L. Ashenfelder, Notary Public

Scott Twp., Columbia County

My Commission Expires July 3, 2011

Member, Pennsylvania Association of Notaries

And now,....., 20....., I hereby certify that the advertising and publication charges amounting to \$.....for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....



Date Produced: 04/19/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0754. Our records indicate that this item was delivered on 04/14/2010 at 10:00 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in cursive script, appearing to read "Elmer E. Shelly II".

A second handwritten signature, identical to the one above, reading "Elmer E. Shelly II".

Address of Recipient:

A handwritten address in cursive script, appearing to read "214 N. 1st St.".

A handwritten address in cursive script, appearing to read "Harrisburg, PA 17107".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010



Date Produced: 04/19/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0761. Our records indicate that this item was delivered on 04/14/2010 at 07:21 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

[Handwritten signature]
L. Starns
L. Starns

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010



Date Produced: 04/19/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0778. Our records indicate that this item was delivered on 04/14/2010 at 10:00 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in cursive script that reads "Elmer E. Shelly, Jr.".

A second handwritten signature in cursive script, identical to the one above, reading "Elmer E. Shelly, Jr.".

Address of Recipient:

A handwritten address in cursive script: "4141 1st St N, Harrisburg, PA 17110".

A second handwritten address in cursive script: "1111 1st St N, Harrisburg, PA 17110".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010



Date Produced: 04/19/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0785. Our records indicate that this item was delivered on 04/15/2010 at 08:41 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in black ink that reads "R. Potter". The signature is written in a cursive style with a large, looped "R" and a clear "Potter".

Address of Recipient:

A handwritten address in black ink that reads "R. Potter". The address is written in a cursive style with a large, looped "R" and a clear "Potter".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010

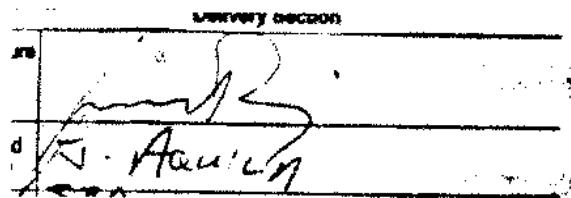


Date Produced: 04/19/2010

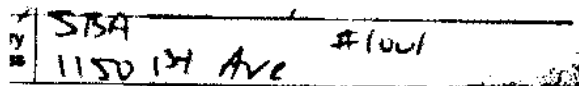
COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0792. Our records indicate that this item was delivered on 04/16/2010 at 10:34 a.m. in KING OF PRUSSIA, PA, 19406. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010

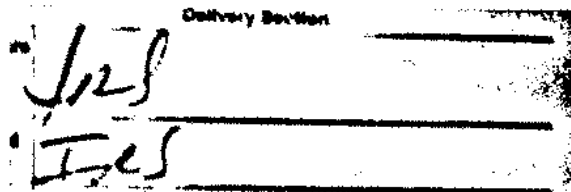


Date Produced: 04/19/2010

COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 0808. Our records indicate that this item was delivered on 04/15/2010 at 09:22 a.m. in PHILADELPHIA, PA, 19106. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 51ED2010

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

EASTERN SAVINGS BANK, FSB

Docket # 51ED2010

VS

MORTGAGE FORECLOSURE

JEFFREY E. PETERS

AFFIDAVIT OF SERVICE

NOW, THIS THURSDAY, APRIL 15, 2010, AT 10:30 AM, SERVED THE WITHIN MORTGAGE FORECLOSURE UPON JEFFREY PETERS AT 2720 HEIGHTS ROAD, BERWICK BY HANDING TO JEFFREY PETERS, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS THURSDAY, APRIL 15, 2010

Sarah Jane Klingaman
NOTARY PUBLIC

Timothy T. Chamberlain
X
TIMOTHY T. CHAMBERLAIN
SHERIFF

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

P. D'Angelo
X
P. D'ANGELO
DEPUTY SHERIFF

JAMES, SMITH, DURKIN & CONNELLY LLP
Suite
HERSHEY, PA 17033



Fax: 717.533.2795

May 18, 2010

Columbia County Prothonotary
Columbia County Courthouse
PO Box 380
Bloomsburg, PA 17815-0380

P.O. BOX 650
MEHSICHEY, PA 17033

Phone: 717.533.2795
101 BPF AVENUE
HUNTSVILLE, PA 15884

TEL: 717.533.2760

WWW.JSDC.COM

RE: Eastern Savings Bank, FSB

vs.

Jeffrey E. Peters

Docket No. 2009-CV-22

Our File No. 056961

Dear Sir or Madam:

Enclosed for filing please find an original of an Affidavit of Service of Defendant(s)/Owner(s) and Other Parties of Interest regarding the above referenced matter. Please file the original and return a time-stamped copy of the extra face page which is enclosed in the self-addressed stamped envelope.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

JAMES SMITH DIETTERICK & CONNELLY LLP

Scott A. Dietterick

sad@jsdc.com

enclosures

cc: Mary Romans, Eastern Savings Bank, FSB (Loan No. 521549881)
Sheriff of Columbia County (w/encl.)

GARY L. JAMES
MAX J. SMITH, JR.
JOHN J. CONNELLY, JR.
SCOTT A. DIETTERICK
JAMES R. SPADT
MATTHEW CHABAL, III
NEIL W. YAHN
EDWARD P. SEEGER
RONALD T. TOMASKO
SUSAN M. KADEL
JACOB W. HANDELMAN
COLLEEN K. POWE
KIMBERLY A. BONNER
KAREN N. CONNELLY
JOHN M. HYAMS
CHRISTINE T. BRANN
JESSICA E. LOWE
SEAN M. CONNORAN
GREGORY A. KOGUT, JR.

OF COUNSEL
GREGORY K. RICHARDS
BERNARD A. RYAN, JR.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

JEFFREY E. PETERS,

Defendant.

CIVIL DIVISION

NO.: 2009 CV 22

ISSUE NO.:

TYPE OF PLEADING:

**Pa.R.C.P. RULE 3129.2(C)
AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:

Eastern Savings Bank, FSB,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire
Pa. I.D. #55650

JAMES, SMITH, DIETTERICK &
CONNELLY LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.: 2009-CV-22
	:	
vs.	:	
	:	
JEFFREY E. PETERS,	:	
	:	
Defendant.	:	

**Pa.R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Scott A. Dietterick, Esquire, attorney for Eastern Savings Bank, FSB, Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

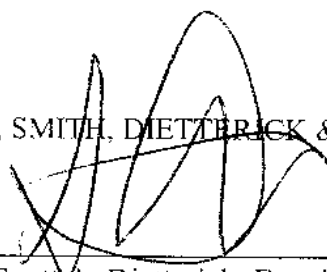
1. Defendant, Jeffrey E. Peters, is the record owner of the real property.
2. On or about April 15, 2010, Defendant, Jeffrey E. Peters, was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, personally by the Sheriff of Columbia County, at the address of the mortgaged premises, being 2720 Heights Road, Berwick, Pennsylvania 18603. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.
3. On or about April 19, 2010, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to Rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and

correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that Defendant/Owner and all Other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa. R.C.P. 3129.2.

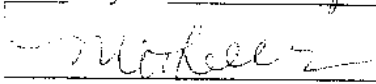
JAMES, SMITH, DIETTERICK & CONNELLY LLP

Dated: 5/18/10

BY: 
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Sworn to and subscribed before me this

18th day of May, 2010.


Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELLE ELLIOTT NOTARY PUBLIC
DERRY TOWNSHIP DAUPHIN COUNTY
MY COMMISSION EXPIRES JUNE 9, 2011

EXHIBIT "A"

**IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PENNSYLVANIA**

EASTERN SAVINGS BANK, FSB

Plaintiff

Docket No.: 2009 CV 22

v.

Execution No.: 51-2010

JEFFREY E. PETERS,

Defendant(s)

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Jeffrey E. Peters
2720 Heights Road,
Berwick, PA 18603

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Columbia County Court House, Office of the Sheriff, 34 West Main Street, Bloomsburg, Pennsylvania 17815 on June 23, 2010 at 9:00 A .m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

2720 Heights Road, Berwick, Columbia County, PA 18603

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No.: 2009-CV-22

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Jeffrey Peters

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, P.O. Box 380, Bloomsburg Pennsylvania 17815.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

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

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

**Susquehanna Legal Services
168 E. 5th Street
Bloomsburg, PA 17815
(717) 784-8760**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Columbia County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Courthouse, P.O. Box 380, Bloomsburg, Pennsylvania 17815, before presentation of the petition to the Court.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

By: 

Scott A. Dietterick, Esquire
Attorney I.D.#55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
and
VIA PERSONAL SERVICE BY THE COLUMBIA CO. SHERIFF

**IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PENNSYLVANIA**

EASTERN SAVINGS BANK, FSB

Plaintiff

Docket No.: 2009 CV 22

v.

Execution No.:

JEFFREY E. PETERS,

Defendant(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece and parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the south side of a 16 foot private access right-of-way, said point being on the eastern edge of an outdoor shuffleboard court; THENCE along the eastern edge of said shuffleboard court, south 5 degrees 38 minutes 28 seconds west, a distance of 402.59 feet to the northern side of a 16 foot private access right-of-way; THENCE the following three courses and distances along the northern side of said right-of-way as follows: North 72 degrees 52 minutes 16 seconds west, a distance of 61.26 feet; THENCE north 68 degrees 15 minutes 00 seconds west, a distance of 83.96 feet; THENCE north 63 degrees 39 minutes 41 seconds west, a distance of 92.02 feet to an iron pin in line of other land of Clayton C. Daley, now or late; THENCE along other land of Clayton C. Daley, now or late, north 5 degrees 38 minutes 28 seconds east, a distance of 370.32 feet to an iron pin on the southerly side of the first mentioned right-of-way; THENCE along the southerly side of said right-of-way the following two courses: South 70 degrees 35 minutes 00 seconds east, a distance of 154.02 feet; THENCE south 85 degrees 02 minutes 47 seconds east, a distance of 77.19 feet to an iron pin, the place of BEGINNING.

CONTAINING 2.000 acres in accordance to a survey prepared by Orangeville Surveying Consultants.

TOGETHER WITH a Perpetual Easement as more fully set forth in Agreement dated October 16, 1998 and recorded in Columbia County Record Book 703 at Page 935.

BEING KNOWN AS 2720 Heights Road, Berwick, PA 18603, IMPROVED with a single family dwelling.

BEING TAX PARCEL NO. 07-03-022-01

BEING the same premises which Toni Formando Johnson, n/k/a Toni Formando Johnson Bobersky and Stephen L. Bobersky, her husband, by Deed dated September 21, 2004 and recorded September 27, 2004, in and for Columbia County, in Deed Book 2004-11, Page 141, granted and conveyed unto Jeffrey E. Peters, single.

Exhibit "A"

EXHIBIT “B”

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

Plaintiff

Docket No.: 2009 CV 22

v.

Execution No.:

JEFFREY E. PETERS

Defendant(s)

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: COLUMBIA COUNTY TAX CLAIM BUREAU
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

COLUMBIA COUNTY COURTHOUSE
Office of the Sheriff
34 West Main Street
Bloomsburg, Pennsylvania 17815

on June 23, 2010 at 9:00 a.m., the following described real estate which Jeffrey E. Peters is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

2720 Heights Road
Berwick, Pennsylvania 18603
Columbia County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB

Plaintiff

v.

JEFFREY E. PETERS,

Defendant(s)

at EX. NO. 2009 CV 22 in the amount of \$310,586.91, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

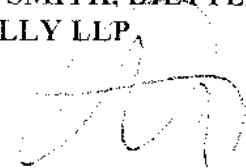
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 4/19/10

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

LEGAL DESCRIPTION

ALL THAT CERTAIN piece and parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the south side of a 16 foot private access right-of-way, said point being on the eastern edge of an outdoor shuffleboard court; THENCE along the eastern edge of said shuffleboard court. south 5 degrees 38 minutes 28 seconds west, a distance of 402.59 feet to the northern side of a 16 foot private access right-of-way; THENCE the following three courses and distances along the northern side of said right-of-way as follows: North 72 degrees 52 minutes 16 seconds west, a distance of 61.26 feet; THENCE north 68 degrees 15 minutes 00 seconds west, a distance of 83.96 feet; THENCE north 63 degrees 39 minutes 41 seconds west, a distance of 92.02 feet to an iron pin in line of other land of Clayton C. Daley, now or late; THENCE along other land of Clayton C. Daley, now or late, north 5 degrees 38 minutes 28 seconds east, a distance of 370.32 feet to an iron pin on the southerly side of the first mentioned right-of-way; THENCE along the southerly side of said right-of-way the following two courses: South 70 degrees 35 minutes 00 seconds east, a distance of 154.02 feet; THENCE south 85 degrees 02 minutes 47 seconds east, a distance of 77.19 feet to an iron pin, the place of BEGINNING.

CONTAINING 2.000 acres in accordance to a survey prepared by Orangeville Surveying Consultants.

TOGETHER WITH a Perpetual Easement as more fully set forth in Agreement dated October 16, 1998 and recorded in Columbia County Record Book 703 at Page 935.

BEING KNOWN AS 2720 Heights Road, Berwick, PA 18603, IMPROVED with a single family dwelling.

BEING TAX PARCEL NO. 07-03-022-01

BEING the same premises which Toni Formando Johnson, n/k/a Toni Formando Johnson Bobersky and Stephen L. Bobersky, her husband, by Deed dated September 21, 2004 and recorded September 27, 2004, in and for Columbia County, in Deed Book 2004-11, Page 141, granted and conveyed unto Jeffrey E. Peters, single.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

Plaintiff

Docket No.: 2009 CV 22

v.

Execution No.:

JEFFREY E. PETERS.

Defendant(s)

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: DEPT OF REVENUE
PA Inheritance Tax Division
Dept. 280601
Harrisburg, PA 17128-0601

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

COLUMBIA COUNTY COURTHOUSE
Office of the Sheriff
34 West Main Street
Bloomsburg, Pennsylvania 17815

on June 23, 2010 at 9:00 a.m., the following described real estate which Jeffrey E. Peters is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

2720 Heights Road
Berwick, Pennsylvania 18603
Columbia County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB

Plaintiff

v.

JEFFREY E. PETERS.

Defendant(s)

at EX. NO. 2009 CV 22 in the amount of \$310,586.91, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

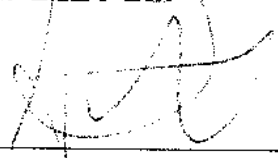
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 4/19/10

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

LEGAL DESCRIPTION

ALL THAT CERTAIN piece and parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the south side of a 16 foot private access right-of-way, said point being on the eastern edge of an outdoor shuffleboard court; THENCE along the eastern edge of said shuffleboard court, south 5 degrees 38 minutes 28 seconds west, a distance of 402.59 feet to the northern side of a 16 foot private access right-of-way; THENCE the following three courses and distances along the northern side of said right-of-way as follows: North 72 degrees 52 minutes 16 seconds west, a distance of 61.26 feet; THENCE north 68 degrees 15 minutes 00 seconds west, a distance of 83.96 feet; THENCE north 63 degrees 39 minutes 41 seconds west, a distance of 92.02 feet to an iron pin in line of other land of Clayton C. Daley, now or late; THENCE along other land of Clayton C. Daley, now or late, north 5 degrees 38 minutes 28 seconds east, a distance of 370.32 feet to an iron pin on the southerly side of the first mentioned right-of-way; THENCE along the southerly side of said right-of-way the following two courses: South 70 degrees 35 minutes 00 seconds east, a distance of 154.02 feet; THENCE south 85 degrees 02 minutes 47 seconds east, a distance of 77.19 feet to an iron pin, the place of BEGINNING.

CONTAINING 2.000 acres in accordance to a survey prepared by Orangeville Surveying Consultants.

TOGETHER WITH a Perpetual Easement as more fully set forth in Agreement dated October 16, 1998 and recorded in Columbia County Record Book 703 at Page 935.

BEING KNOWN AS 2720 Heights Road, Berwick, PA 18603, IMPROVED with a single family dwelling.

BEING TAX PARCEL NO. 07-03-022-01

BEING the same premises which Toni Formando Johnson, n/k/a Toni Formando Johnson Bobersky and Stephen L. Bobersky, her husband, by Deed dated September 21, 2004 and recorded September 27, 2004, in and for Columbia County, in Deed Book 2004-11, Page 141, granted and conveyed unto Jeffrey E. Peters, single.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

Plaintiff

Docket No.: 2009 CV 22

v.

Execution No.:

JEFFREY E. PETERS,

Defendant(s)

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Richard E. Weber
109 Griffith Lane
Pleasant Gap, PA 16823

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

COLUMBIA COUNTY COURTHOUSE
Office of the Sheriff
34 West Main Street
Bloomsburg, Pennsylvania 17815

on June 23, 2010 at 9:00 a.m., the following described real estate which Jeffrey E. Peters is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

2720 Heights Road
Berwick, Pennsylvania 18603
Columbia County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB

Plaintiff

v.

JEFFREY E. PETERS,

Defendant(s)

at EX. NO. 2009 CV 22 in the amount of \$310,586.91, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

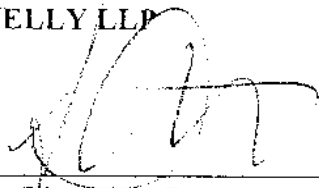
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 4/19/10

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

LEGAL DESCRIPTION

ALL THAT CERTAIN piece and parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the south side of a 16 foot private access right-of-way, said point being on the eastern edge of an outdoor shuffleboard court; THENCE along the eastern edge of said shuffleboard court, south 5 degrees 38 minutes 28 seconds west, a distance of 402.59 feet to the northern side of a 16 foot private access right-of-way; THENCE the following three courses and distances along the northern side of said right-of-way as follows: North 72 degrees 52 minutes 16 seconds west, a distance of 61.26 feet; THENCE north 68 degrees 15 minutes 00 seconds west, a distance of 83.96 feet; THENCE north 63 degrees 39 minutes 41 seconds west, a distance of 92.02 feet to an iron pin in line of other land of Clayton C. Daley, now or late; THENCE along other land of Clayton C. Daley, now or late, north 5 degrees 38 minutes 28 seconds east, a distance of 370.32 feet to an iron pin on the southerly side of the first mentioned right-of-way; THENCE along the southerly side of said right-of-way the following two courses: South 70 degrees 35 minutes 00 seconds east, a distance of 154.02 feet; THENCE south 85 degrees 02 minutes 47 seconds east, a distance of 77.19 feet to an iron pin, the place of BEGINNING.

CONTAINING 2.000 acres in accordance to a survey prepared by Orangeville Surveying Consultants.

TOGETHER WITH a Perpetual Easement as more fully set forth in Agreement dated October 16, 1998 and recorded in Columbia County Record Book 703 at Page 935.

BEING KNOWN AS 2720 Heights Road, Berwick, PA 18603, IMPROVED with a single family dwelling.

BEING TAX PARCEL NO. 07-03-022-01

BEING the same premises which Toni Formando Johnson, n/k/a Toni Formando Johnson Bobersky and Stephen L. Bobersky, her husband, by Deed dated September 21, 2004 and recorded September 27, 2004, in and for Columbia County, in Deed Book 2004-11, Page 141, granted and conveyed unto Jeffrey E. Peters, single.

Exhibit "A"

From: James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

COLUMBIA COUNTY TAX CLAIM BUREAU
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

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

From: James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

To: Richard E. Weber
109 Griffith Lane
Pleasant Gap, PA 16823

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



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

COMMONWEALTH OF PA
Dept. of Welfare
P.O. Box 2675
Harrisburg, PA 17105

PS Form 3817, January 2001



Certificate Of Mailing

James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

COLUMBIA COUNTY DOMESTIC RELATIONS OFFICE
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

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



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

One piece of ordinary mail addressed to:
Internal Revenue Service
Special Procedures Unit
P.O. Box 12051
Philadelphia, PA 19105

PS Form 3817, January 2001



Certificate Of Mailing

James Smith Dietterick & Connelly LLP
ATTN: Shelly Elliott
P.O. Box 650
Hershey, PA 17033

DEPT OF REVENUE
PA Inheritance Tax Division
Dept. 280601
Harrisburg, PA 17128-0601

065

