## SHERIFF'S SALE COST SHEET

Walt Con Mart	vs. Co. min
NO. 6 4 ED NO. 400	VS. (c. 2007)  JD DATE/TIME OF SALE // (C. 2007)
DOCUET/DETUDNI	<b>61</b> 5.00
DOCKET/RETURN SERVICE PER DEF.	\$15.00
	\$ <u>0.00000</u> \$ <mark>15.00</mark> 1 - 2000
LEVY (PER PARCEL MAILING COSTS	\$ 56.50
ADVERTISING SALE BILLS & CO	
ADVERTISING SALE BILLS & CO	
MILEAGE	\$ <u>26.400</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00 ***Z********************************
TRANSFER TAX FORM	
DISTRIBUTION FORM	\$25:00 \$25.00 \$25:00
COPIES	\$_70.00
TOTAL *****	\$ <del>\(\sigma\)\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>
WED DOCTRIC	<b>#150.00</b>
WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ 73300 Y
SOLICITOR'S SERVICES	\$ 133474 \$75.90 1500 ************** \$ 163764
TOTAL	2 1 2 3 3 4 4
PROTHONOTARY (NOTARY)	\$ <del>10.</del> 00 <i>J ⊆</i>
RECORDER OF DEEDS	\$ 46.00
TOTAL *****	\$ <del>10.</del> 00 JC \$ <u>/////</u> ************ \$
REAL ESTATE TAXES:	, the state of the
BORO, TWP & COUNTY 20	
SCHOOL DIST. 20 DELINQUENT 20	
DELINQUENT 20_ TOTAL *****	\$ \$\frac{1}{5}\frac{1}
TOTAL *****	3 C > 13 O 1
MUNICIPAL FEES DUE:	
SEWER 20	\$ 32347
WATER 20	<u> </u>
TOTAL *****	\$ 5000000000000000000000000000000000000
SURCHARGE FEE (DSTE)	\$_/80,00
MISC.	\$
	\$
T()TAL *****	·*************************************
101711	` <del></del>
TOTAL COSTS	S (OPENING BID) $\$32.67575$

### SHERIFF'S SALE COST SHEET

NO. 60-10 ED NO. 402-10 JD DATE/TIME OF SALE DOG & 0900
DOCKET/RETURN \$15.00
SERVICE PER DEF. \$ 15.00
LEVY (PER PARCEL \$15.00
MAILING COSTS \$
ADVERTISING SALE BILLS & COPIES \$17.50
ADVERTISING SALE BILLS & COFIES \$47:50  ADVERTISING SALE (NEWSPAPER) \$15:00
MILEAGE $S/S/\infty$
POSTING HANDBILL \$15.00
~~~~
<b>425.00</b>
CODIEC
NOTARY \$
NOTARY  S  TOTAL ************************************
TOTAL TETATATATATATATATATATATATATATATATATATAT
WEB POSTING \$150.00°
PRESS ENTERPRISE INC \$
SOLICITOR'S SERVICES \$75.00
SOLICITOR'S SERVICES \$75.00 TOTAL *********** \$_75.00
PPOTHONOTARY (NOTARY)
PROTHONOTARY (NOTARY)  RECORDER OF DEEDS  \$ 55
RECORDER OF DEEDS \$ 55 Pel
TOTAL ************************************
REAL ESTATE TAXES:
BORO, TWP & COUNTY 20 \$ 1 < 70.84
SCHOOL DIST. 20 \$ 3370 07
DELINOUENT 20 \$ 398/70
BORO, TWP & COUNTY 20 \$ 1570.83 SCHOOL DIST. 20 \$ 3374.07 DELINQUENT 20 \$ 398.10 TOTAL ************************************
MUNICIPAL FEES DUE:
SEWER 20 \$ <u>♂さらんろ</u>
WATER 20\$
SEWER 20 \$ <u>385,03</u> WATER 20 \$
SURCHARGE FEE (DSTE) \$
MISC \$
<u> </u>
TOTAL ********** \$
TOTAL COSTS (OPENING BID) s 9470.03

# B) och

## SHERIFF'S SALE COST SHEET

NO. 60-10 ED NO. 402-10	S. Consadini  DD DATE/TIME OF SALE DEC 8 5930
DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ 300,00
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ 54,50
ADVERTISING SALE BILLS & COPIES	C17.50
ADVERTISING SALE BILES & COPIES ADVERTISING SALE (NEWSPAPER)	\$17.50 \$15.00
MILEAGE	
POSTING HANDBILL	\$ <u>6.00</u>
CRYING/ADJOURN SALE	\$15.00
	\$10.00
SHERIFF'S DEED	\$35.00
	\$25.00
	\$25.00
COPIES	\$ 70,00
NOTARY	\$ 10,00 \$ 20,00 ********
TOTAL ******	********* \$ <u> </u>
WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ 1334.04
SOLICITOR'S SERVICES	\$75.00
WEB POSTING PRESS ENTERPRISE INC. SOLICITOR'S SERVICES TOTAL ************************************	******** \$ 1557,04
PROTHONOTARY (NOTARY)	\$10.00
PROTHONOTARY (NOTARY) RECORDER OF DEEDS TOTAL *********	\$ (5.00
TOTAL *******	*******
	0.00
REAL ESTATE TAXES:	/. /
BORO, TWP & COUNTY 20	\$ 3340,34
SCHOOL DIST. 20	\$ 7235.58
DELINQUENT 20	\$ 7663.43 *********** \$ 18)39.35
BORO, TWP & COUNTY 20 SCHOOL DIST. 20 DELINQUENT 20 TOTAL ********	********** \$ 18257,35
MUNICIPAL FEES DUE:	
SEWER 20	¢ 2736.3d
WATER 20	\$ <del>0.333.77</del>
TOTAL *******	\$ 2736.34 \$ ******* \$ 2736,34
SURCHARGE FEE (DSTE)	\$ 710,00
MISC.	<u> </u>
	Ψ <u></u>
TOTAL *******	******** \$ 0
TOTAL COSTS (OP:	ENING BID) \$ \( \frac{\partial}{\partial} \f

	Valietuši	

Date	Check #	Vendor/Payee	Category	Received	Disbursed
4/26/2010	100445	FRIED MAN, SCHUMAN, APPELBAUM,	Attorney Deposit	\$1,350.00	\$0.00
12/17/2010	15039	FRIED MAN, SCHUMAN, APPELBAUM,	Balance On Sale	\$37,755.75	\$0.00
3/18/2011	5079	BLOOMSBURG MUNICIPAL AUTHORI	Unspecified	\$0.00	\$2,736.34
3/18/2011	5078	COLUMBIA COUNTY TAX CLAIM	Unspecified	\$0.00	\$18,239.35
3/18/2011	5077	BEVERLY J. MICHAEL - REGISTER/ RE	Unspecified	\$0.00	\$55.00
3/18/2011	5076	TAMI B, KLINE - PROTHONOTARY	Unspecified	\$0.00	\$10.00
4/6/2011	5109	BEVERLY J. MICHAEL - REGISTER/ RE	Unspecified	\$0.00	\$55.00
4/6/2011	5108	TAMI B. KLINE - PROTHONOTARY	Unspecified	\$0.00	\$10.00
ummary for Doc	ket# = 60ED2	010 (8 detail records)			
otals				\$39,105.75	\$21,105.69

Dot

'DE#

Balance

# COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

National Capital Mat Vs	Denivar & Kos	most discussionist was
No. 60-10 ED	NO. 407-10	JD
DATE/TIME OF SALE: Oct. 07		
BID PRICE (INCLUDES COST)	\$ 500,000.00	)
BID PRICE (INCLUDES COST)  POUNDAGE – 2% OF BID	\$ 6250,00	-
TRANSFER TAX – 2% OF FAIR MKT	\$	
MISC. COSTS	\$ 750,00	
TOTAL AMOUNT NEEDED TO PURCHA	ASE	\$ 39105.75
PURCHASER(S):		
ADDRESS:		
NAMES(S) ON DEED:		
PURCHASER(S) SIGNATURE(S):		Licko
TOTAL DUE:		\$ 39/05,75
LESS DEPOSIT:		\$ 1350,00
DOWN PAYMENT:		\$
TOTAL DUE IN 8 DA	YS	\$ 37755,75

	FOR Deed prep-recording-NCM to Davis	Keystone COMMUNITY	One Hundred Forty and OOW100DOLLARS	PAY TO THE ORDER OF ***SHERIFF OF COLUMBIA COUNTY***	DATE 3-30-11	701 EAST FRONT STREET BERWICK, PA 18603	KEVIN TANRIBILIR, ESQ.	
	3		Security Fairth as Polaris or sack			60-712/313 BRANCH 3	8136	Section - Marchings of Property of the Section of t

# RECORD OWNER AND LIEN CERTIFICATE

Commonwealth Land Title Insurance Company

Premier Real Estate Settlement Services, Inc.

Elwood R. Harding, Jr., Agent

No. 2011 - 001

#### ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN

CERTIFICATE NO. 2011 - 001

Subject to the encumbrance and claims as follows:

TAXES: Account No 05E-04-062

To Be Collected By Sheriff

\$175,408 Assessment

Lienable Water and Sewer Rents and/or charges by Municipalities – to be collected by Sheriff Mechanics and Municipal Claims – None

Mortgages: 1) Damyon & Rosemary Corradini to National Capital Management, LP. 31-6-2009 RECORDED AS Instr. # 200902133

#### Assigned to Team Capital Bank recorded as Instr. # 201000076

Complaint in Confession of Judgment filed by National Capital Management, LP, servicing agent for Team Capital Bank on 3-12-2010, to # 402 -CV- 2010

#### No record of notice being served on Defendants

Default Judgment filed 4-23-2010

Writ of Execution # 6 ED-2010 filed 4-23-2010 served by Columbia County Sheriff on 4-28-2010 Judgments – 1) John W. & Colleen Troxell vs. Damyon & Rosemary Corradini 6-29-2007 filed to # 2007-CV- 1054

- ( Subordinated to foreclosed Mortgage- served with notice by regular mail sent 5/21/2010)
- 2) Commonwealth of PA,Dept of Revenue vs. Damyon & Rosemary Corradini 7-3-2008 filed to # 2008-CV-1157

(Remains a first lien against property unless paid at Sheriff's sale)

3) Dept of Treasury vs. Damyon Corradini 5-24-10 filed to # 2010-CV-908

Notice of sale was served on US Treasury by certified mail 7-16-2010

- 4) Hengel Group filed Lis Pendens Notice relative to # 2006 CV- 1851

  Notice of sale was served on Hengel Group on 4/30/10 and Atty. Jones for Hengel Group by regular mail sent 5/21/10
- Archer & Greiner, PC vs. Huns Motorcycle Inc., Noymad Hidden Brake, LLC and Damyon Corradini

8-26-2010 filed to # 2010-CV- 1864 were not served

Bankruptcies: Modified to allow Sheriff Sale

**Exceptions:** UCC-1 was filed 2-6-2008 by Equity Lending, Inc. for Defined Benefit Plan securing machinery, equipment, furniture & fixtures at the foreclosed property. Notice was served on Equity by regular mail sent 5/21/10 however this secured transaction is not removed by Sheriff Sale because of priority before mortgage that was foreclosed on.

NOTE: The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until this Certificate is converted into a Title Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or removal of items and exceptions will not be made on this Certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

#### COMMONWEALTH LAND TITLE INSURANCE COMPANY

#### Record Owner and Lien Certificate

Order No. <u>2011 – 001</u>	Effective Date:December 8, 2010
-----------------------------	---------------------------------

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as a abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Dollars unless otherwise endorsed hereon.

#### Legal Description –

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of Second Street and Miller Alley; THENCE Northwestwardly by said alley, 214 feet 6 inches to a corner upon Ridge Avenue; THENCE along said alley Eastwardly, 43 feet 6 inches to a corner of lot now or formerly of Comerford Public Theaters Corp.; THENCE by said lot, Southwardly 214 feet 6 inches to a corner upon Second Street aforesaid; THENCE along said street, Westwardly 43 feet 6 inches to a corner, the place of Beginning. UPON WHICH is erected a three story brick business building and two story garage.

THIS PROPERTY is located at 35-37 Main Street, Bloomsburg and 36 East Ridge Avenue, Bloomsburg, Columbia County, Pennsylvania.

Record Owner: Damyon Corradini and Rosemary Corradini
Title to the said premises is vested in Damyon Corradini and Rosemary
Corradini By deed from Damyon Corradini dated February 5, 2008, and
recorded February 6, 2008, in Columbia County as Instrument No. 200801149

#### KNOW ALL MEN BY THESE PRESENTS,

That I, Timothy T. Chamberlain, Sheriff of the County of Columbia in the Commonwealth of Pennsylvania, for and in consideration of the sum of THIRTY-NINE THOUSAND ONE HUNDRED FIVE DOLLARS and SEVENTY-FIVE (\$ 39,105.75) CENTS, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant and convey to NATIONAL CAPITAL MANAGEMENT, L.P, servicing agent for Team Capital Bank, of 455 Pennsylvania Avenue, Suite 2LF, Fort Washington, PA 19034, its successors and assigns,

#### PREMISES "A"

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of Se Northwestwardly by said alley, 214 feet 6 ir along said alley Eastwardly, 43 feet 6 inche Public Theaters Corp.; THENCE by said lot Second Street aforesaid; THENCE along s the place of Beginning. UPON WHICH is e story garage.

THIS PROPERTY is located at 35-37 Mair Bloomsburg, Columbia County, Pennsylva

TAX PARCEL #05E-04-062

PREMISES "B"

ALL THAT CERTAIN lot, piece or parcel o Berwick, County of Columbia, Commonwe follows, to wit:

ICE rford upon corner, and two will Send russed nue,

of d as

#### TRACT NUMBER 1:

BEGINNING at an iron pin on the Southerly side of West Eleventh Street, said iron pin being North 67 degrees 04 minutes 52 seconds East, 165 feet from the Easterly side of Mulberry Street; THENCE along West Eleventh Street, North 67 degrees 04 minutes 52 seconds East 41.6 feet to an iron pin; THENCE along land owned now or formerly by Murray and Barry L. Jude, South 23 degrees 07 minutes 18 seconds East, 157 feet to an iron pin located on the Northerly line of a 15 foot alley; THENCE along said alley, South 67 degrees 04 minutes 52 seconds West, 41.6 feet to an iron pin, located on the Easterly line of another 15 foot alley; THENCE along the Easterly side line of said alley, North 23 degrees 07 minutes 18 seconds West, 157.9 feet to an iron pin, located on the Southerly line of West Eleventh Street, the place of Beginning.

#### **TRACT NUMBER 2**

THE ABOVE DESCRIPTION is intended to include and this Deed is intended to convey a certain 7 1/2 foot strip of land formerly known as a 15 foot alley, which alley has been formally vacated by the Borough of Berwick after a hearing held on July 27, 1979. ALL of the Grantor's right, title and interest is hereby conveyed to the Grantee in a certain 7 1/2 foot strip of land formerly known as a

15 foot alley, which strip of land is 7 1/2 feet by 41.6 feet, running along the Southerly portion of the above-described Tract Number 1.

BEING THE PROPERTY known as 120 West Eleventh Street, Berwick, PA TAX PARCEL #04B-03-031

The same having been sold by me to the said Grantee on the8<sup>th</sup> day of December, 2010, after due advertisement according to law, under and by virtue of a Writ of Execution #60- ED - 2010, issued on the 23<sup>rd</sup> day of April, 2010, out of the Court of Common Pleas of the County of Columbia and Commonwealth of Pennsylvania as of Term 2010 Number 402, at the suit of National Capital Management, L.P., servicing agent for Team Capital Bank, Against Damyon Corradini and Rosemary Corradini

	e hereunto affixed my signature this da
of January, 2011.	
	Timothy T. Chamberlain Sheriff of Columbia County
COMMONWEALTH OF PENNSYLVANIA	) )
COUNTY OF COLUMBIA	)
Common Pleas of Columbia County, Pennsylv Chamberlain, Sheriff of Columbia County at	, Tami B. Kline, Prothonotary of the Court of vania, personally appeared <b>Timothy T.</b> foresaid, and in due form of law declared that the indthat he acknowledged the same in order that
IN WITNESS WHEREOF, I have Court, this day of January, 2011.	ve hereunto set my hand and the seal of the said
-	Prothonotary Tami B. Kline

I hereby certify that the	precise address	of thewithin nai	med Grantee is:
455 Pennsylvania Aveni	ue, Suite 2LF, F	ort Washington,	PA 19034

Timothy T. Chamberlain Sheriff of Columbia County

Prepared by:

Elwood R. Harding, Jr., Esquire Harding & Hill, LLP 38 West Third Street Bloomsburg, PA 17815 Phone: (570) 784-6770



Bureau of Individual Taxes PO BOX 280603 Harrisburg PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

#### See Reverse for Instructions

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 inc	uiries ma	ay be direc	ted to the followin	ng person:		
Name				Telephone N		
Kerry S. Schuman, Esquire				(215) 635	-7200	
Street Address			City		State	ZIP Code
101 Greenwood Avenue, Fifth Floor			Jenkintown		PA_	19046
B. TRANSFER DATA			Date of Accepta	nce of Documen	<u>it</u>	
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)			
Timothy T. Chamberlain, Sheriff Street Address			National Capital M Street Address	anagement, L.P.	· · · · · · · · · · · · · · · · · · ·	
				A O % OLD	_	
35 West Main Street	State	ZIP Code	455 Pennsylvania City	Avenue, Suite 2LF	State	ZIP Code
Bloomsburg	PA	17815	Fort Washington		PA	
C. REAL ESTATE LOCATION	1.7	17013	Troit vvasinigion	<del> </del>	PA	19034
Street Address	· · · · · · · · · · · · · · · · · · ·		City, Township, Boroug	 Ih	<del></del>	
35-37 E. Main Street, 36 Ridge Aver	ານລ & 120 ໂ	M 11th St	Bloomsburg and B			
County	School		Diccinispang and D	Tax Parcel Number		
Columbia				05E-04-062 ar	nd 04B-03	-031
D. VALUATION DATA					<u></u>	
1. Actual Cash Consideration	2. Othe	r Consideration		3. Total Considerati	on	
500,000.00	+ 0.0	00		= 500.000.00		
4. County Assessed Value	5. Comi	mon Level Ratio	Factor	6. Fair Market Value		
243,571.00	X 3.6	9		= 898,776.99		
E. EXEMPTION DATA						
1a. Amount of Exemption Claimed	1b. Perd	entage of Grant	tor's Interest in Real Estate	1c. Percentage of G	Frantor's Inte	erest Conveyed
100.00	100	)		100		
2. Check Appropriate Box Be	low for E	Exemption	Claimed			
☐ Will or intestate succession.		•				
<del>-</del>		(1)	Name of Decedent)		(Estate File	Number)
Transfer to Industrial Develop	oment Agei	ncy.				
☐ Transfer to a trust. (Attach co	omplete co	py of trust a	greement identifying	all beneficiaries.]	)	
☐ Transfer between principal ar	nd agent/st	raw party. (A	Attach complete copy	of agency/straw	party agr	eement.)
	_					•
Transfers to the Commonwea lieu of condemnation. (If con	demnation	or in lieu of	condemnation, attac	ch copy of resoluti	ion.)	
☐ Transfer from mortgagor to a	holder of	a mortgage i	in default. (Attach co	py of Mortgage a	nd note/A	ssignment.)
☐ Corrective or confirmatory de						,
☐ Statutory corporate consolida	-	-	• •			
			`	•		
Other (Please explain exemple)	tion claime	a, ir otner th	ian iisted above. <u>) T</u> r	<u>is transaction is e</u>	xempt fror	n realty
transfer tax under Sec. 1102-C.3 (16	i) as it is a t	ransfer pursu	uant to a judicial sale	in which the succe	essfu! bidd	er was the
bona fide holder of a Mortgage		•	·			
Under penalties of law, I declare the the best of my knowledge and beli				ling accompanyin	g informa	ition, and to
Signature of Correspondent or Responsible P	•	c, correct ar	a complete.	T	Date	
E France !	,					. /
/ ~~ V/ //\					00/2	0/10

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



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

Instrument Number - 200902133 Recorded On 3/16/2009 At 10:47:55 AM

\* Total Pages - 26

- \* Instrument Type MORTGAGE Invoice Number - 130829
- \* Mortgagor CORRADINI, DAMYON
- \* Mortgagee NATIONAL CAPITAL MANAGEMENT L P User - BSL

#### \* FEES

\$0.50
\$10.00
\$56.00
\$56.00
\$3.00
\$2.00
127.50

This is a certification page

#### DO NOT DETACH

This page is now part of this legal document.

#### RETURN DOCUMENT TO:

MAIL VINSKO AND ASSOCIATES
253 SOUTH FRANKLIN STREET
WILKES BARRE PR. 18701
ATTN: WILLIAM E VINSKO, JR ESQUIRE

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



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:

Friedman, Schuman, P.C.

101 Greenwood Avenue, Fifth Floor

Jenkintown, PA 19046

(215) 635-7200

Return to:

Friedman, Schuman, P.C.

101 Greenwood Avenue, Fifth Floor

Jenkintown, PA 19046

(215) 635-7200

Attn: Kerry S. Schuman, Esquire

TPN#

#05E-04-062 for 35-37 E. Main Street, Bloomsburg, PA and 36 Ridge Avenue,

Bloomsburg, PA; #04B-03-031 for 120 W. 11th Street, Berwick, PA

This is an Open-End Mortgage Under 42 Pa. C.S.A. § 8143 et seq.

# OPEN-END MORTGAGE AND SECURITY AGREEMENT [THIS MORTGAGE SECURES FUTURE ADVANCES]

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage"), made this 4<sup>th</sup> day of March, 2009, by DAMYON CORRADINI and ROSEMARY CORRADINI (collectively, the "Mortgagor") with an address at 536 Mt. Shadow Lane, Bloomsburg, PA 17815 to NATIONAL CAPITAL MANAGEMENT, L.P. ("Lender"), with offices at 455 Pennsylvania Avenue, Suite 2LF, Fort Washington, PA 19034.

#### WITNESSETH:

WHEREAS, THIS IS AN OPEN-END MORTGAGE UNDER 42 Pa. C.S.A. § 8143 et seq., as amended; and

WHEREAS, Mortgagor has executed and delivered to Lender its Mortgage Note dated of even date herewith (the "Note") evidencing Mortgagor's indebtedness to Lender in the principal amount of Six Hundred Thirty Thousand (\$630,000.00) Dollars, in accordance with a certain Loan Agreement (the "Loan Agreement"), dated of even date herewith together with interest thereon (which interest may be adjusted from time to time as more fully set forth in the Note) payable at the rate and times, in the manner, and according to the terms and conditions specified in the Note; and

WHEREAS, all of the terms, conditions and provisions of the Note and the Loan Agreement are by reference incorporated herein as if fully set forth; and

WHEREAS, Mortgagor has duly executed and delivered this Mortgage to secure all of Mortgagor's obligations under the Note and under all of the "Loan Documents" as bereinafter defined.

NOW THEREFORE, in consideration of the aforesaid indebtedness, and to secure the payment of all sums due or to become due under the Note, under the Loan Agreement and under

the terms of this Mortgage, and to secure the payment of all sums advanced by Lender to Mortgagor as well as to secure the performance and observance of all the terms, conditions and provisions of the Note and Loan Agreement, this Mortgage and certain other agreements and instruments made and given or to be made and given by or on behalf of Mortgagor to Lender in connection with or pursuant to the terms of the Note, the Loan Agreement and this Mortgage (collectively the "Loan Documents"), Mortgagor has granted, bargained, conveyed, sold, aliened, enfeoffed, released, confirmed and mortgaged, and by these present does hereby grant, bargain, convey, sell, alien, enfeoff, release, confirm and mortgage unto Lender, its successors and assigns the Premises known as and located at 35-37 E. Main Street, Bloomsburg, PA, 36 Ridge Avenue, Bloomsburg, PA and 120 W. 11<sup>th</sup> Street, Berwick, PA as more specifically described on the metes and bounds legal description, attached hereto, made a part hereof, and labeled Exhibits "A", "B" and "C" (collectively referred to herein as the "Real Estate").

TOGETHER WITH all of Mortgagor's right, title and interest in and to, now owned or hereafter acquired in:

- (i) All buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Real Estate.
- (ii) All tenements, hereditaments, appurtenances and all the estates and rights of Mortgagor in and to the Real Estate or any part thereof.
- (iii) All streets, roads, passages, ways, waters, water courses, easements, and privileges of whatsoever kind or character, belonging to, and adjoining, used in connection with or in any way appertaining to the Real Estate.
- (iv) All reversions, remainders, easements, rents, issues, income and profits arising or issuing from the Real Estate and/or the buildings, structures and improvements now or hereafter erected or placed thereon, or any portion thereof, including, but not limited to, the rents, issues, income and profits arising or issuing from all insurance policies, sale agreements, licenses, options, leases and subleases now or hereafter entered into covering any part of the Real Estate and/or the buildings, structures and improvements now or hereafter erected or placed thereon, or any portion thereof, all of which insurance policies, sale agreements, licenses, options, leases, subleases, rents, issues, income and profits are hereby assigned to Lender by Mortgagor. Mortgagor will execute and deliver to Lender, on demand, such separate, specific assignments and instruments as Lender may require to implement, confirm, maintain and continue the assignment hereunder. Mortgagor hereby appoints Lender, its designees and nominees, as Mortgagor's agents and attorneys-in-fact to collect such rents, issues and profits.

- (v) All awards, damages, payments and other compensation, and any and all claims therefore, and rights thereto, which may result from taking or injury by virtue of the exercise of the power of eminent domain, or to, or any damage, injury or destruction in any manner caused to the Real Estate and/or the buildings, structures and improvements now or hereafter erected or placed thereon, or any portion thereof, all of which award, damages, payments, compensation, claims and rights are hereby assigned to Lender to the fullest extent that Mortgagor may do so under any law now existing or hereinafter adopted. Mortgagor hereby appoints Lender, its designees and nominces, as Mortgagor's agents and attorneys-in-fact to collect any such awards, damages, payments and compensation.
- (vi) Except for certain personal property which is a "fixed asset" as that term is defined in Chapter 55 §4300 et seq. of the Pennsylvania Code, all fixtures, fittings, furnishings, furniture, trade fixtures, machinery, equipment, apparatus, building materials, appliances, goods, supplies, tools, chattels, and all articles of tangible personal property of whatever kind and nature. together with all replacements thereof, substitutions therefore and additions and accessions thereto, and all proceeds and profits thereof and therefrom, now or at anytime hereafter affixed or attached to, installed upon, included within, or used in any way in connection with the construction, use, enjoyment, operation, maintenance or occupancy of the Real Estate and the buildings, structures and improvements now or hereafter erected or placed thereon; and all agreements, contract rights, chattel paper, negotiable instruments, general intangibles, accounts, instruments, and documents (as those terms are defined in the Pennsylvania Uniform Commercial Code). Any item referred to in this paragraph (vi) shall hereinafter, for the purposes of creating a security interest therein under the Pennsylvania Uniform Commercial Code, sometimes be referred to as the "Personal Property",

The Real Estate, and all of the right, title and interest of Mortgagor therein and thereto, and all of the property rights, title and interest referred to in paragraphs (i) through (vi) above shall hereinafter sometimes be referred to collectively as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property hereby granted and conveyed, or mentioned and intended so to be, unto Lender, its successors and assigns, for its and their own use and benefit forever.

PROVIDED, HOWEVER, that if Mortgagor pays to Lender the principal and interest to become due under the Note at the time and in the manner stipulated therein, pays all other sums payable by Mortgagor to Lender as are secured hereby, and if Mortgagor performs and complies

with all the agreements, conditions, covenants and provisions contained in the Loan Agreement, the Note and this Mortgage, and if Mortgagor pays all satisfaction costs, including the recording costs for any Mortgage satisfactions and termination statements, then this Mortgage and the estate, right, title and interest of Lender in and to the Mortgaged Property shall cease and become void. Until such time, Mortgagor covenants, represents, promises, warrants and agrees to and with Lender as follows:

- 1. Mortgagor's Title. Mortgagor warrants, covenants and represents as follows:
- 1.1 Mortgagor has good and marketable and unencumbered fee simple title to the Mortgaged Property;
- 1.2 Mortgagor is lawfully authorized to mortgage and encumber the Mortgaged Property;
- 1.3 Mortgagor has not created, and will not (except as otherwise contemplated pursuant to the Loan Agreement) create, or permit or suffer to be created, any liens, encumbrances or security interests in or on the Mortgaged Property other than this Mortgage, or create, or permit or suffer to be created, any reservation of title by any party other than Lender with respect to any portion of the Mortgaged Property; and
- 1.4 Mortgagor will forever warrant and defend the title to the Mortgaged Property unto the Lender, its successors and assigns against all persons and all claims of every kind and nature whatsoever.

#### 2. Payment and Performance by Mortgagor.

- 2.1 Mortgagor shall pay to Lender all principal, interest and other sums now or hereafter due and payable to Lender under the terms of the Note, (which provides for an adjustable rate of interest) the Loan Agreement, this Mortgage, and all other Loan Documents, as and when the same shall become due and payable by the terms thereof and hereof.
- 2.2 Mortgagor shall perform and comply with all terms, conditions, provisions, covenants and agreements on the part of Mortgagor to be observed and performed under this Mortgage, the Note, the Loan Agreement, and all other agreements and instruments given by or on behalf of Mortgagor in connection with the Note, the Loan Agreement or this Mortgage. All the terms, conditions and provisions of such other agreements and instruments are by reference incorporated herein as if fully set forth.
- 2.3 Mortgagor shall timely perform all of its obligations and duties under any present or future lease, easement, license, permit, approval, covenant or agreement relating to, affecting, created for the benefit of or used in connection with the operation of all or any portion of the Mortgaged Property.
- 3. <u>Maintenance and Repair</u>. Mortgagor shall keep and maintain the Mortgaged Property and the sidewalks, curbs and drives abutting and adjacent thereto, if any, in good and tenantable order, condition and repair, and will make as and when necessary all repairs, renewals, restorations and replacements, structural and not structural, exterior and interior,

ordinary and extraordinary, foreseen and unforeseen. All such repairs, renewals, restorations and replacements made by Mortgagor shall be at least equal in quality to the original portion of the Mortgaged Property being repaired, renewed or replaced. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property.

- 4. Removal, Demolition and Alteration. Mortgagor shall not undertake or permit the removal or demolition of any building at any time erected on or forming a part of the Mortgaged Property, nor shall Mortgagor, without Lender's prior written consent, which shall not be unreasonably withheld, undertake or permit any alteration in the design or structural character of any such building.
- 5. <u>Inspection by Lender.</u> Mortgagor will permit Lender and Lender's agents and representatives to enter the Mortgaged Property and all parts thereof, at reasonable times, upon reasonable prior notice, to inspect the Mortgaged Property and to photograph the condition and state of repair of the Mortgaged Property.

#### 6. Insurance.

- 6.1 Mortgagor shall keep all buildings and improvements, now existing or hereafter erected on or forming a part of the Mortgaged Property, and all of the Personal Property, continuously insured, to the extent of the full replacement value thereof, without coinsurance, against loss or damage by fire, with extended coverage, vandalism and malicious mischief. Mortgagor shall also insure against such other hazards as Lender may require from time to time, and shall maintain in full force and effect during the term of this Mortgage, public liability and property damage insurance with contractual liability endorsement, worker's compensation, and flood insurance relating to the Mortgaged Property, including all building and improvements now or hereafter constructed upon or forming a part of the Mortgaged Property and including all Personal Property. Mortgagor shall also provide all other insurance coverages and in such amounts as shall be required under the Loan Agreement and from time to time otherwise reasonably required by Lender. All such insurance shall be in such amounts as is necessary to comply with co-insurance requirements and otherwise as Lender shall require, and shall be with such company or companies as are satisfactory to Lender. All policies of insurance shall be in form satisfactory to Lender and shall be delivered by Mortgagor to Lender, with premiums prepaid, as additional security for the payment of the indebtedness secured by this Mortgage, shall name Lender as a co-insured or be endorsed with a standard mortgagee clause in favor of Lender making all losses payable to Lender, shall not be subject to contribution, shall be for a term of at least one (1) year, shall contain a replacement value clause or endorsement in form and substance satisfactory to Lender, and shall provide for cancellation or modification only upon at least thirty (30) days prior written notice to Lender.
- 6.2 If any of the insurance referred to herein, or any part thereof, shall expire, or be canceled, or become void or voidable by reason of the breach of any condition thereof, or if Lender determines that such coverage is unsatisfactory due to the failure or impairment of the capital of any company in which the insurance may then be carried, or if for any reason whatever the insurance shall be or become unsatisfactory to Lender, Mortgagor shall place new insurance on the Mortgaged Property, satisfactory to Lender.

6.3 If Lender acquires title to the Mortgaged Property either by virtue of a judicial sale thereof pursuant to proceedings under the Note or upon this Mortgage or by virtue of a deed in lieu of foreclosure, or otherwise, then, and in any such event, all of Mortgagor's right, title and interest in and to all insurance policies referred to herein, including unearned premiums thereon and the proceeds thereof, shall vest in Lender.

#### 7. Taxes, Assessments and Other Charges.

- 7.1 Mortgagor shall pay, prior to the accrual of any interest or penalties, without any deduction, defalcation or abatement, and shall furnish to Lender proper receipts for, within five (5) days after their respective due dates, all ground rents, taxes, assessments, water and sewer rents, licenses or permit fees, and all other charges or claims (collectively, the "Charges") which may be assessed, levied, charged, imposed or filed at any time against Mortgagor, the Mortgaged Property or any part thereof, or against the interest of Lender therein, by any governmental instrumentality or agency or other lawful authority or by any deed restriction, private agreement or declaration, recorded or otherwise, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale. Mortgagor will pay, when due, all charges for utilities, whether public or private, used or consumed upon, in or in connection with the Mortgaged Property.
- 7.2 If requested at any time by Lender, or upon an Event of Default, in addition to the monthly installment of principal and interest due to Lender, Mortgagor shall pay to Lender, on the payment date of said installments of principal and interest, until the Note is fully paid, a sum (the "Escrow Payment") equal to one-twelfth (1/12) of the annual real estate taxes, other municipal assessments and the estimated annual premiums for all insurance required hereunder (the "Escrow Charges"), with an initial deposit to cover the months which will have elapsed between the last date such taxes, charges and premiums were due and payable and the first date on which an installment shall be due hereunder. The Escrow Payments may be commingled with other funds of Lender and no interest thereon shall be due or payable to Mortgagor. Lender shall apply the Escrow Payments to the payment of the Escrow Charges in such order or priority as Lender shall determine. If, at any time, the Escrow Payments theretofore paid to Lender shall be insufficient for the payment of the Escrow Charges, Mortgagor, within ten (10) days after demand, shall pay the amount of the deficiency to Lender. If, at any time, the Escrow Payments exceed the Escrow Charges, Lender shall, in its discretion, return any excess to Mortgagor or credit such excess against future Escrow Payments. Any Escrow Payments shall constitute additional security for the indebtedness secured hereunder.
- 7.3 After prior written notice to Lender, Mortgagor, at Mortgagor's own expense, may contest, or permit to be contested, by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any Charges provided that: (i) there has been no Event of Default under the Note or this Mortgage; (ii) Mortgagor is permitted to do so under the provisions of any mortgage junior in lien to this Mortgage; (iii) such proceeding shall suspend the collection of the Charges from Mortgagor and from the Mortgaged Property; (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor is subject and shall not constitute a default thereunder; (v)

neither the Mortgaged Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost; (vi) adequate reserves for the payment of the contested Charges, together with all interest and penaltics thereon shall have been set aside, and (vii) Mortgagor shall have furnished to Lender, or caused to be furnished to Lender, such security as may be required in the proceeding, or as may be requested by Lender, to insure the payment of any such contested Charges together with all interest and penalties thereon.

- 8. <u>Sale or Transfer of the Mortgaged Property.</u> Mortgagor shall not, without the prior written consent of Lender: (i) sell, transfer, convey or assign the Mortgaged Property, or any part thereof, or any interest therein, including but not limited to, an equitable interest in the Mortgaged Property, or any part thereof, or any interest therein, including but not limited to, an equitable interest in the Mortgaged Property, or any part thereof, to any party; or (ii) permit the sale, transfer, conveyance or assignment of the Mortgaged Property or any part thereof or any interest therein, either voluntarily or by operation of law.
- 9. <u>Internal Revenue Stamps.</u> If at any time the United States Government or any department or bureau thereof shall require Internal Revenue stamps on the Note or other indebtedness secured hereby, Mortgagor shall, upon demand made by Lender, pay for such stamps together with any interest and penalties payable with respect thereto.
- 10. Taxation of Note and Mortgage. If any law is hereafter enacted: (i) deducting from the value of real estate, for the purposes of taxation, any lien or encumbrance thereon; (ii) revising or changing in any way the laws and ordinances now in force for the taxation of mortgages or the debts secured thereby, or the manner of collection of such taxes; (iii) imposing a tax directly or indirectly on Lender with respect to the Mortgaged Property, the value of Mortgagor's equity therein, the indebtedness evidenced by the Note and/or secured by this Mortgage; (iv) requiring Lender to pay, in whole or in part, any tax, assessment, charge or lien required to be paid by Mortgagor pursuant to the terms of this Mortgage; then, and in any such event, the entire unpaid balance of the indebtedness secured by this Mortgage shall, at the option of Lender, without notice to Mortgagor, become immediately due and payable, unless, to the extent permitted by such law or ordinance, Mortgagor is authorized to, and does, pay or reimburse Lender for the full amount of any such tax, assessment, charge or lien.

#### 11. Compliance with Laws.

Laws. Mortgagor, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments or political subdivisions, courts, departments, commissions, boards, agencies, and officers, and any national or local board of fire underwriters relating in any way to the Mortgaged Property or any portion thereof, and shall promptly comply with all orders and notices of violation of any such laws, ordinances, orders, rules, regulations and requirements. Mortgagor shall promptly pay all license and permit fees and similar municipal charges relating in any way to the Mortgaged Property or any portion thereof or the construction or use of any building and improvement placed or to be placed upon and forming a part of the Mortgaged Property.

- 11.2 Mortgagor shall immediately notify Lender of Mortgagor's receipt of notice from any agency, instrumentality or body referred to in paragraph 11 hereof relating to the construction, use or occupancy of the Mortgaged Property or any part thereof, or which requires any action to be taken with respect to the Mortgaged Property or any part thereof or which could have an adverse effect on the Mortgaged Property or any part thereof.
- 12. Declaration of No Set-Off. Within ten (10) days after being requested to do so by Lender, Mortgagor shall furnish to Lender or to any assignee of the Note and/or this Mortgage, a written statement in form and substance satisfactory to Lender stating the entire outstanding amount of the indebtedness secured by this Mortgage, and stating either that Mortgagor has no offsets, recoupments, counterclaims or defenses to or against such indebtedness, or, if such offsets, recoupments, counterclaims or defenses are alleged to exist, the nature and extent thereof.
- 13. Additional Financing. Mortgagor shall not, without the prior written consent of Lender, undertake any additional financing in connection with the purchase or improvement of the Mortgaged Property or any part thereof, or create or cause or permit to exist any further lien on or security interest in the Mortgaged Property or any part thereof.
- 14. Protection of Mortgage Lien. Mortgagor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, or imposing any duty or obligation upon Mortgagor or any occupant or tenant of the Mortgaged Property or any part thereof. Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.
- Costs, Expenses and Counsel Fees. Mortgagor shall pay all expenses incurred by Lender incident to the preparation, execution, delivery and/or recording of the Note, this Mortgage and any other Loan Document. Mortgagor shall, upon demand made by Lender, promptly pay to Lender all expenses and costs, including reasonable attorneys' fees, incurred by Lender to collect any of the indebtedness secured hereby or to enforce the performance of the terms, conditions, provisions, agreements and covenants contained herein, in the Note or in any other Loan Document, whether or not suit is instituted, or incurred by Lender in connection with any action, proceeding, litigation or claim instituted or asserted by or against Lender or in which the Lender becomes engaged, wherein it becomes necessary, in the opinion of Lender, to enforce, defend or uphold the lien of this Mortgage or the validity or effectiveness of any assignment of any claim, award, payment, insurance recovery or any other right or property conveyed, encumbered or assigned by Mortgagor to Lender hereunder, or the priority of any of the same or otherwise. All such expenses, costs and attorneys' fees, together with interest thereon at the rate set forth in the Note in the event of a default thereunder, shall be deemed to be part of the principal indebtedness evidenced by the Note and secured by this Mortgage. Further, the exercise by Lender of its rights and remedies and the entry of any judgment by Lender shall not affect in any way the obligation of the Borrower to pay any and all costs and legal fees which may become due after the entry of any judgment. Such costs and fees, inclusive of the costs to preserve the Mortgaged Property, shall continue to accrue after the entry of any judgment, whether by confession, default or otherwise until the Lender is paid in full.

- 16. Security Interest in Personal Property. Mortgagor and Lender hereby acknowledge that this Mortgage constitutes a security agreement under the Uniform Commercial Code, and Mortgagor hereby grants to Lender a security interest in and to every item of Personal Property and the proceeds thereof and profits therefrom, replacements and substitutions therefor and additions and accessions thereto. Mortgagor shall, upon demand made by Lender, execute, deliver and file any financing statements, continuation statements and other instruments as Lender may from time to time require in order to perfect, confirm and maintain such perfected security interest under the Pennsylvania Uniform Commercial Code. Mortgagor hereby irrevocably appoints Lender, its designees and nominees, as Mortgagor's agents and attorneys-in-fact to execute, deliver and file, on Mortgagor's behalf and in his name, any such financing statements, continuation statements, and other instruments as Lender, in its sole discretion, deems necessary.
- 16.1 Except as otherwise contemplated by the Loan Agreement, Mortgagor hereby warrants and represents to Lender that Mortgagor is and will be the owner of every item of the Personal Property, free from any leases, conditional sales, chattel mortgages, security interests, liens or encumbrances other than the security interest hereby created. Mortgagor further hereby represents and warrants to Lender that, unless Lender gives its prior written consent to the contrary, and except as previously disclosed to Lender in writing, every item of the Personal Property has been, and shall be, purchased for cash or in such a manner that no lien shall be created thereon except the security interest hereby created.
- 17. Rents, Profits and Leases. Mortgagor hereby assigns and transfers unto Lender, its successors and assigns: (i) all rights, title, interest and privileges which Mortgagor has or may have as lessor in any lease now existing or hereafter made and affecting the Mortgaged Property or any part thereof, together with any extensions or renewals of such leases (collectively, the "Leases" and individually, a "Lease"); and (ii) all rents, income, and profits due or to become due under the Leases, or any of them, or arising or accruing from or relating to the Mortgaged Property, or any portion thereof, or the use thereof, and Mortgagor hereby confers upon Lender, immediately upon Mortgagor's default in any respect under this Mortgage, the Note or any other Loan Documents the right to enter upon and take possession of the Mortgaged Property, or any portion thereof, and the right, with or without taking possession of the Mortgaged Property, to collect and receive all rents, income and profits accruing from the Leases and from the Mortgaged Property.
- 17.1 Mortgagor hereby warrants, certifies, covenants and represents to Lender as follows:
- 17.2 That Mortgagor has or will have title to and full right to assign the Leases and the rents, income and profits due and to become due arising from and due pursuant to the Leases and from the Mortgaged Property.
- 17.3 That Mortgagor will not, without the prior written consent of Lender in each instance, enter into any Lease for all or any portion of the Mortgaged Property, (other than the form of Lease approved by Lender,) alter or modify any Lease, consent to any subletting of any Lease, or subordinate any Lease to any mortgage or other encumbrance other than this Mortgage.

- 17.4 That Mortgagor has not executed, and will not execute, any prior or other assignment of any of its rights under any of the Leases or its rights to the rent, income and profits therefrom or from the Mortgaged Property.
- 17.5 That as of the date of this Mortgage, there is no Lease respecting all or any portion of the Mortgaged Property, other than those set forth on Exhibit "B" which is attached hereto and made a part hereof.
- 17.6 Mortgagor will, immediately upon request by Lender, execute, acknowledge and deliver to Lender a specific separate Assignment of Rents, Profits and Leases with respect to the Mortgaged Property and a specific separate assignment of individual Lease.
- Destruction of the Mortgaged Property. In the event of any loss, damage or 18. destruction to or of the Mortgaged Property, or any part thereof, Mortgagor shall give immediate written notice thereof to Lender, and Lender may make proof of loss thereof if not made promptly by Mortgagor; provided, however, that any adjustment of a proof of loss shall require the prior written consent of Lender. Each insurance company concerned is hereby authorized and directed to make payment under its insurance policies directly to Lender. Lender may, on behalf of Mortgagor, adjust and compromise any claims under any insurance policies. Mortgagor hereby irrevocably constitutes and appoints Lender, its designees and nominees, as Mortgagor's agents and attorneys-in-fact to adjust and compromise claims and to collect and receive proceeds and to endorse drafts therefor. Any proceeds paid to or collected by Lender, after deducting all costs, fees and expenses incurred by Lender in connection with collecting such proceeds, shall be applied, in such order and amounts as Lender, in Lender's sole discretion, may elect, in reduction of the outstanding principal balance of the Note accrued and unpaid interest thereon, or any other sum due under and/or secured by the Note or this Mortgage, whether or not then due. Lender shall deliver written notice to Mortgagor of the amount so applied and of the then outstanding balance of the indebtedness secured by this Mortgage if the insurance proceeds are insufficient to pay the entire amount thereof.
- 18.1 <u>Repair and Restoration</u>. Should a casualty loss occur, Lender retains the sole and exclusive right to apply any and all insurance proceeds received against the then outstanding principal balance due under the Note. Should Lender elect to permit Mortgagor to apply said proceeds to reconstruction of the Real Estate, Lender shall apply the insurance proceeds for the repair and restoration of the Mortgaged Property in accordance with the following conditions:
- 18.1.1 Prior to commencement of repair and restoration, all contracts, contractors, and plans and specifications thereof shall be approved by Lender, and Lender shall be provided with mechanics' lien insurance, an acceptable surety bond insuring satisfactory completion of the repair and restoration, copies of all certificates and permits issued by the governmental or quasi-governmental authorities having jurisdiction over the Real Estate and evidence of the following insurance: (i) a certificate to the effect that the general contractor performing the repair and restoration (the "General Contractor") has procured insurance policies covering workmen's compensation, contingent liability and public liability, protecting the Mortgagor, the Lender and the General Contractor against any liability for loss or damage to persons or property in any way occurring during the process of the repair and restoration or in

any way arising therefrom; (ii) an original policy of builder's all risk insurance with extended coverage (with a standard mortgagee clause in favor of the Lender), in an amount and with a company satisfactory to the Lender, and containing a provision allowing the insured to complete the work provided for hereunder; (iii) such other insurance as Lender may reasonably require, and all of the above policies shall contain the agreement of the insurer to give not less than thirty (30) days' notice to the Lender prior to cancellation of such policies or material change in the coverage thereof, and confirmation that no cancellation or change made in the absence of such notice shall be effective as to the Lender.

- 18.1.2 At the time of any disbursement of the proceeds, Mortgagor shall not be in default under the Note or the Mortgage, or any other Loan Documents, no mechanics' or materialmen's liens shall have been filed and remain undischarged and/or not bonded against and a satisfactory bring down of title insurance shall be delivered to Lender.
- 18.1.3 Disbursement shall be made from time to time in an amount not exceeding the cost of the work completed since the last disbursement, upon receipt of satisfactory evidence of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts and the plans and specifications.
- 18.1.4 Lender shall retain ten percent (10%) of the proceeds until the repair and restoration is fully completed.
- 18.1.5 The proceeds shall not bear interest and may be commingled with Lender's other funds.
- 18.1.6 Lender may impose such other conditions as are customarily imposed by construction lenders.
- 18.1.7 Prior to commencement of and at any time during repair and restoration, if the estimated cost thereof as determined by Lender exceeds the amount of the proceeds, Mortgagor shall, immediately upon demand by Lender, pay the amount of such excess to Lender to be added to the proceeds held by Lender. Any sum so added by Mortgagor which remains upon completion of repair and restoration shall be refunded to Mortgagor. If any sum remains after the completion and any refund to Mortgagor as aforesaid, such sum remaining shall, at Lender's option, be applied in accordance with the provisions of paragraph 18 hereunder.
- 19. <u>Hazardous Substances.</u> Mortgagor makes the following representations and covenants respecting compliance with environmental laws:
- 19.1 The term "Environmental Law" as used in this Mortgage includes all current and future federal, state, and local environmental laws, statutes, regulations and ordinances, including but not limited to, Pennsylvania "common law," the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., as amended ("TSCA"), the Clean Air Act, 42 U.S.C. §7401 et seq., as amended, the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., as amended ("WMA"), the Pennsylvania

Clean Streams Law, 35 P.S. §691.1 et seq., as amended ("CSL"), and the Pennsylvania Hazardous Sites Cleamp Act, 35 P.S. §6020.101 et seq., as amended ("HSCA").

The term "hazardous substances" as used in this Mortgage includes "hazardous substances", "hazardous wastes", "toxic substances", petroleum products, asbestos containing materials, polychlorinated biphenyls and any and all other pollutants or contaminants regulated or controlled by any of the Environmental Laws.

- Mortgaged Property for the purpose of generating, treating, producing, storing, handling, transferring, processing, transporting, disposing or otherwise releasing hazardous substances, either on the Mortgaged Property or elsewhere, which (i) creates or causes a contamination, either on the Mortgaged Property or elsewhere, required by any governmental authority to be remediated under any applicable Environmental Law, (ii) creates any form of liability, however direct or indirect, due to such contamination, or (iii) is in contravention of an Environmental Law.
- 19.3 Mortgagor shall, in the event of the discharge, spill, injection, escape, emission, disposal, leak or other release of hazardous substances on, in or from the Mortgaged Property, which is not authorized by a permit or other approval issued by the appropriate governmental agencies, promptly notify the Environmental Protection Agency National Response Center and the Pennsylvania Department of Environmental Resources, and shall take all steps necessary to promptly and thoroughly clean up such discharge, spill, injection, escape, omission, disposal, leak or other release in accordance with the provisions of all applicable Environmental Laws and shall receive a certification from the Pennsylvania Department of Environmental Resources or federal Environmental Protection Agency that the Mortgaged Property has been cleaned up to the satisfaction of those agencies.
- 19.4 Mortgagor shall and does hereby grant Lender and Lender's agents, employees, contractors, and designees an irrevocable license (coupled with an interest) to enter the Mortgaged Property from time to time to evaluate and monitor the Mortgaged Property for compliance with all Environmental Laws as well as the terms of the Mortgage, and to perform appropriate tests and samplings. Mortgagor shall provide Lender with all notices and other communications received from federal, state and local agencies and departments which enforce and administer the Environmental Laws. From time to time Mortgagor shall provide Lender, upon request, with any and all information requested by Lender concerning the use of the Mortgaged Property and Mortgagor's compliance with the Environmental Laws, including but not limited to, all licenses, permits and certificates, as well as the books and records pertaining to the Mortgaged Property.
- 19.5 Mortgagor shall require in all leases and subleases that all tenants, subtenants, undersubtenants and other occupants of the Mortgaged Property use and/or occupy the Mortgaged Property in compliance with the Environmental Laws and the terms of the Mortgage.
- 19.6 Mortgagor shall and hereby does release, indemnify, agree to pay on behalf of and hold harmless Lender, its officers, directors, shareholders, agents, employees,

successors and assigns of and from any loss, claim, cost, cause of action, action, demand, damage, fine (civil or criminal), penalty or expense, including clean-up costs, attorney's fees and court costs, which may be incurred, suffered or sustained by reason of any violation or alleged violation of any term of this Mortgage or of any Environmental Laws, caused in whole or in part, regardless of fault, by any past, present or future owner, occupier, tenant, subtenant undersubtenant, licensee, guest, or any other person or entity, including but not limited to Lender. The terms of this subparagraph 19.6 shall survive the payment in full of all sums secured hereby and the satisfaction of record of this Mortgage.

- 19.7 In the event Lender, in order to protect the priority of this Mortgage, or preserve the value of the Mortgaged Property, or in any situation in which Lender is required, by court order or otherwise, to pay any costs, fees, expenses, settlements, damages, fines (criminal or civil) or penalties, including but not limited to, clean-up costs, attorney's fees and court costs, because of a past, present or future violation of the Environmental Laws on, in, under, from or about the Mortgaged Property, all such sums shall be added to the amount secured hereby, shall be secured hereby (if this Mortgage is at that time in existence), shall be payable on demand by Mortgagor and shall bear interest at the "Default Rate" set forth in the Note. The terms of this subparagraph 19.7 shall survive the payment in full of all other sums secured hereby and the satisfaction of record of this Mortgage.
- 19.8 Mortgagor has investigated the prior ownership and uses of the Mortgaged Property, in a manner consistent with good commercial and customary practice, to determine that the Mortgaged Property is free of hazardous substances. Mortgagor, in performing its investigation, has considered among other factors, (i) the relationship of the purchase price to the value of the Mortgaged Property if uncontaminated when acquired, (ii) commonly known or ascertainable information about the Mortgaged Property and (iii) the obviousness of the presence or likely presence of contamination.
  - 19.9 Mortgagor warrants and represents to Lender that:
    - (i) none of the real property owned and/or occupied by Mortgagor, including the Mortgaged Property, has ever been used to treat, store, produce, handle, transfer, process, transport, dispose, or otherwise release hazardous substances which has caused, in any manner, a contamination that might or does require remediation under any applicable Environmental Laws or would create any liability therefor;
    - (ii) there is no pollution or danger of pollution or contamination resulting from a condition which exists on the Mortgaged Property which requires any corrective action under the Environmental Laws or which would result in any liability therefor;
    - (iii) no notification has been filed with regard to a release of hazardous substances on, into or from the Mortgaged Property under the Environmental Laws;

- (iv) neither Mortgagor nor any prior owner or occupier of the Mortgaged Property, has received a summons, citation, notice of violation, administrative order, directive, letter or other communication, written or oral, from any governmental or quasi-governmental authority concerning any violation or alleged violation of any Environmental Laws;
- (v) there are no underground storage tanks located on the Mortgaged Property;
- (vi) there are no asbestos-containing material located on the Mortgaged Property; and
- (vii) there are no polychlorinated biphenyls (PCB's) located on the Mortgaged Property.
- 19.10 Mortgagor shall immediately remove from the Mortgaged Property, at Mortgagor's sole cost and expense and in compliance with all applicable Environmental Laws, any materials or other items found in, on, under or around the Mortgaged Property which qualify as hazardous substances or are for any other reason deemed environmentally unacceptable by the Lender, in its sole discretion.
- 19.11 Lender shall be under no obligation or duty to inspect for or discover any hazardous substances on the Mortgaged Property.
- 19.12 Mortgagor shall and has complied with all requirements of local and state law in connection with the acquisition of the Mortgaged Property.
- 19.13 Mortgagor shall and does represent and warrant that no lien has been attached to any revenues or any real or personal property owned by Mortgagor and located in the Commonwealth of Pennsylvania, arising from an intentional or unintentional action or omission of Mortgagor or any previous owner and/or operator of the Mortgaged Property, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of hazardous substances (collectively, "discharges").
- 19.14 Mortgagor shall and hereby does warrant and represent that he has not received a summons, citation, directive, letter or other communication, written or oral, from the Pennsylvania Department of Environmental Resources or the Environmental Protection Agency concerning any intentional or unintentional action or omission on Mortgagor's part resulting in the discharging of hazardous substances.
- 19.15 Mortgagor shall furnish the Pennsylvania Department of Environmental Resources and the Environmental Protection Agency with all the information required by the Environmental Laws.
- 19.16 Mortgagor shall not cause or permit to exist a discharging of a hazardous substance unless said discharge is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal and/or state governmental authorities.

- 19.17 So long as Mortgagor shall own or operate any real property located in the Commonwealth of Pennsylvania, Mortgagor shall pay or make provision for all payments required by the WMA, CSL, and HSCA.
- 19.18 In the event that the Pennsylvania Department of Environmental Resources or the Environmental Protection Agency shall file a lien against the Mortgaged Property pursuant to and in accordance with the provisions of the Environmental Laws arising from an intentional or unintentional action or omission or either of Mortgagor, resulting in the discharging of hazardous substances, within sixty (60) days from the date that Mortgagor is given notice that the lien has been placed against the Mortgaged Property or within such shorter period of time in the event that the Commonwealth of Pennsylvania has commenced steps to cause the Mortgaged Property to be sold pursuant to the lien, Mortgagor shall either (i) pay the claim and remove the lien from the Mortgaged Property or (ii) furnish (a) a bond satisfactory to Lender in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises.
- 19.19 Mortgagor shall, in the event Mortgagor causes or permits any intentional or unintentional action or omission resulting in the discharging of hazardous substances, without having obtained a permit issued by the appropriate governmental authorities, promptly clean up the same in accordance with the provisions of the WMA, CSL, and HSCA.
- 20. <u>Financial Statements.</u> Mortgagor shall deliver, in accordance with the Loan Agreement and at other times upon reasonable request, Mortgagor's current financial statements and such additional information as Lender may require.
- 21. Eminent Domain. In the event that the Mortgaged Property, or any part thereof, shall be taken in condemnation proceedings or by the exercise of any right of eminent domain or bona fide sale in lieu thereof (hereinafter collectively referred to as "condemnation proceedings"), Mortgagor and Lender shall have the right to participate in any such condemnation proceedings. The award that may be made in any such condemnation proceedings and the proceeds thereof or the agreed upon compensation for damages sustained shall be applied by Lender, in such order and amounts as Lender, in its sole discretion, may elect, in reduction of the outstanding principal balance of the Note, all accrued and unpaid interest thereon, or any other sum due under and/or secured by the Note or this Mortgage, whether or not then due.
- 21.1 <u>Repair and Restoration</u>. Notwithstanding the provisions of paragraph 21, so long as Mortgagor is not and has never been in default and there is not and has never been any delinquencies hereunder or under the Note, Lender shall apply the condemnation proceeds for the repair and restoration of the Mortgaged Property in accordance with the following conditions:
- 21.1.1 Prior to commencement of repair and restoration, all governmental and quasi-governmental permits and approvals, the contracts, contractors, and plans and specifications thereof shall be approved by Lender, and Lender shall be provided with mechanics' lien insurance and an acceptable surety bond or guarantee insuring satisfactory completion of the repair and restoration.

- 21.1.2 At the time of any disbursement of the proceeds, Mortgagor shall not be in default under the Note or the Mortgage, no mechanics' or materialmen's liens shall have been filed and remain undischarged and or properly bonded against and a satisfactory bring down of title insurance shall be delivered to Lender.
- 21.1.3 Disbursement shall be made from time to time in an amount not exceeding the cost of the work completed since the last disbursement, upon receipt of satisfactory evidence of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts and the plans and specifications.
- 21.1.4 Lender shall retain ten percent (10%) of the proceeds until the repair and restoration is fully completed.
- 21.1.5 The proceeds shall not bear interest and may be commingled with Lender's other funds.
- 21.1.6 Lender may impose such other conditions as are customarily imposed by construction lenders,
- 21.1.7 Prior to commencement of and at any time during repair and restoration, if the estimated cost thereof as determined by Lender exceeds the amount of the proceeds, Mortgagor shall, immediately upon demand by Lender, pay the amount of such excess to Lender to be added to the proceeds held by Lender. Any sum so added by Mortgagor which remains upon completion of repair and restoration shall be refunded to Mortgagor. If any sum remains after the completion and any refund to Mortgagor as aforesaid, such sum remaining shall, at Lender's option, be applied in accordance with the provisions of paragraph 21 hereunder.
- 22. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:
- 22.1 The failure of Mortgagor to pay, after the expiration of any applicable notice and grace periods, any payment of interest, principal or both or any other sum due under and/or secured by this Mortgage, the Note, or any other Loan Documents.
- 22.2 The failure of Mortgagor to perform or comply with any other of the terms, conditions, provisions, agreements, covenants and conditions contained herein or in the Note or in any other Loan Document within ten (10) days after notice from Lender, unless a greater period of time to cure such default is provided for in the Loan Documents.
- 22.3 The occurrence of a default or an Event of Default, after the expiration of any applicable grace and notice periods, under this Mortgage, the Note or under any other Loan Documents.
- 22.4 The filing, by or against Mortgagor of a petition in Bankruptcy, for liquidation, reorganization, arrangement or adjustment or similar remedy under any of the provisions of the Federal Bankruptcy Code, or any amendment or revision thereof, or similar statute applicable to Mortgagor, or any filing for similar relief under the provisions of any other

federal or state insolvency law which, if filed against Mortgagor, is consented to by Mortgagor or remains undismissed for thirty (30) days.

- 22.5 The making by Mortgagor of an assignment for the benefit of its creditors.
- 22.6 The appointment of a receiver for Mortgagor or for any of the property or assets of Mortgagor, including, but not limited to, the Mortgaged Property or any part thereof.
- 22.7 The issuance of any writ or process of execution or attachment against Mortgagor or any property or assets of Mortgagor, including but not limited to the Mortgaged Property or any part thereof, or the levy or service of any such writ.
- 22.8 The occurrence of a default or Event of Default by Mortgagor under any other loan made to Mortgagor by Lender whether now existing or entered into at a later date.
- 22.9 The default by Mortgagor in making any payment for money owed or borrowed by Mortgagor.
- 22.10 The filing of any mechanic's or materialmen's lien or municipal claim against all or any portion of the Mortgaged Property which is not discharged within ten (10) days.
- 22.11 The entry or filing of any judgment, lien, encumbrance, notice of lien, attachment, levy or any other adverse charge against the Mortgaged Property or any portion thereof which is not discharged within ten (10) days.
- 22.12 The existence of any security interest in favor of any party other than Lender in any of the Personal Property, or the purchase of any item of the Personal Property on a lease, retained title or installment sale basis.
- 22.13 If any representation or warranty made to Lender, or any financial statement given to Lender, in or in connection with the Note, the Loan Agreement, or this Mortgage shall appear to be false or incorrect in any respect regarded by Lender as material.
- 22.14 Mortgagor delivering or causing to be delivered to Lender a notice pursuant to 42 Pa. C.S.A. §8143 et. seq., as amended, electing to limit the indebtedness secured by this Mortgage.
- 23. <u>Remedies.</u> Upon the happening of any Event of Default, the entire unpaid balance of principal, and all accrued and unpaid interest under the Note and all other sums due under or secured by this Mortgage shall, at the option of Lender, become immediately due and payable, without notice or demand. Lender may forthwith, and without delay:
- 23.1 Institute an action of mortgage foreclosure against the Mortgaged Property, or any portion thereof, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, and proceed therein to final judgment and execution thereon for the entire accelerated indebtedness as aforesaid, together with all costs of suit and attorneys' fees,

together with interest at the rate set forth in the Note on any judgment obtained by Lender from and after the date of any Sheriff's Sale of the Mortgaged Property until actual payment is made by the Sheriff of the full amount due to Lender.

- 23.1.1 The Mortgaged Property, or any portion thereof, may be sold pursuant to any Writ of Execution issued on a judgment obtained by virtue of the Note or this Mortgage or pursuant to any other judicial proceedings, whether or not under this Mortgage, in one parcel as an entirety, or in such parcels, manner and order as Lender, in its sole discretion, may elect.
- 23.2 Enter and take possession of the Mortgaged Property and manage and operate the same, let or re-let the Mortgaged Property or any part thereof, cancel, modify and grant indulgences with respect to the Leases, evict tenants, bring or defend any suits in Lender's name or in Mortgagor's name in connection with possession of the Mortgaged Property, make repairs, alterations and improvements as Lender deems appropriate, and perform such other acts in connection with the management and operation of the Mortgaged Property as Lender, in its sole discretion, deems appropriate, and demand, sue for, collect and receive all or any rents, income and profits accruing from the Mortgaged Property and from the Leases. Any income so derived from the Mortgaged Property and from the Leases shall be applied by Lender, in such order and amounts as Lender shall elect, to the costs of operation and maintenance of the Mortgaged Property, the expenses (including attorney's fees) incident to taking and retaining possession of the Mortgaged Property and collecting the rents, issues and profits therefrom and from any Lease, any other expenses as Lender shall determine and monies necessary to satisfy all indebtedness due under and/or secured by the Note and this Mortgage.

23.2.1 THE FOLLOWING SECTION SETS FORTH WARRANTS OF ATTORNEY FOR ANY ATTORNEY TO CONFESS JUDGMENTS AGAINST MORTGAGOR. IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENTS AGAINST MORTGAGOR, MORTGAGOR HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND THE UNITED STATES OF AMERICA.

FOR THE PURPOSE OF OBTAINING POSSESSION OF THE MORTGAGED PROPERTY UPON THE OCCURRENCE  $\mathbf{OF}$ AN EVENT OF DEFAULT. MORTGAGOR HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR MORTGAGOR AND ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, TO BY COMPLAINT OR OTHERWISE, TO APPEAR FOR AND ENTER AND CONFESS JUDGMENT IN FAVOR OF LENDER AND AGAINST MORTGAGOR, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, FOR RECOVERY BY LENDER OF POSSESSION OF THE MORTGAGED PROPERTY, FOR WHICH THIS MORTGAGE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; WHEREUPON, IF LENDER SO DESIRES, A WRIT OF POSSESSION MAY

IMMEDIATELY ISSUE FOR POSSESSION OF THE MORTGAGED PROPERTY, WITHOUT ANY WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED IT SHALL BE DISCONTINUED, OR POSSESSION OF THE MORTGAGED PROPERTY SHALL REMAIN IN OR BE RESTORED TO MORTGAGOR, LENDER SHALL HAVE THE RIGHT IN CONNECTION WITH THE SAME DEFAULT OR ANY SUBSEQUENT DEFAULT TO BRING ONE OR MORE FURTHER ACTIONS OR ENTER AND CONFESS JUDGMENT ONE OR MORE TIMES AS HEREIN PROVIDED TO RECOVER POSSESSION OF THE MORTGAGED PROPERTY. LENDER MAY BRING AN ACTION IN EJECTMENT AND CONFESS JUDGMENT THEREIN BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR TO ENFORCE THE NOTE, OR AFTER ENTRY OF JUDGMENT IN ANY PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR ON THE NOTE, OR AFTER A SHERIFF'S SALE OF THE MORTGAGED PROPERTY IN WHICH LENDER IS THE SUCCESSFUL BIDDER.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS HAD THE ASSISTANCE OF LEGAL COUNSEL IN THE REVIEW AND EXECUTION OF THIS MORTGAGE AND FURTHER ACKNOWLEDGES THAT THE MEANING AND EFFECT OF THE FOREGOING PROVISIONS CONCERNING CONFESSION OF JUDGMENT HAVE BEEN FULLY EXPLAINED TO MORTGAGOR BY SUCH COUNSEL.

- Property and to collect the rents, issues, profits and income therefrom and to apply such rents, issues, profits and income as provided for in subparagraph 23.2 hereof or as the court may otherwise direct. Lender shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security for the indebtedness secured hereby or the insolvency of Mortgagor or any other person who may be legally or equitably liable to pay money secured hereby and Mortgagor and each such other person shall be deemed to have waived such proof and to have consented to the appointment of such receiver. Should the Lender or any receiver collect rents, issues, profits or income from the Mortgaged Property, monies so collected shall not be substituted for the payment of the indebtedness secured hereby, nor can they be used to cure the default, without the prior written consent of Lender. Any receiver shall be liable to account only for the rents, issues, profits and income actually received by such receiver.
- 23.4 Exercise all of the remedies of a secured party under the Uniform Commercial Code, including, but not limited to, the right and power to sell, or otherwise dispose of, the Personal Property or any part thereof, and for that purpose Lender shall take immediate and exclusive possession of the Personal Property or any part thereof as Lender elects and, with or without judicial process, enter upon any portion of the Mortgaged Property on which the Personal Property, or any part thereof, may be situated and remove the same without being guilty of trespass and without liability for damages thereby occasioned.
  - 23.5 Exercise the rights set forth in paragraph 28 hereof.

- 23.6 Exercise any other right or remedy otherwise available to Lender and resort to any other security held by Lender for the payment of the indebtedness secured hereby in such order and manner as Lender, in its sole discretion, may elect.
- 24. <u>Remedies Cumulative.</u> The rights and remedies of Lender provided for in this Mortgage, in the Note and in any other Loan Document shall be cumulative and concurrent and shall not be exclusive of any right or remedy provided by law, in equity or otherwise. Said rights and remedies may, at the sole and exclusive discretion of Lender, be pursued singly, successively or together, and may be exercised as often as occasion therefore shall arise.
- 25. <u>Default Rate of Interest</u>. Upon the occurrence of any Event of Default, Mortgagor shall pay interest at the Default Rate (as defined in the Note). The Default Rate shall be computed from the occurrence of the Event of Default until the date the Event of Default is cured. This charge shall be added to the indebtedness hereunder and shall be deemed secured by this Mortgage. Nothing contained herein shall be construed as an agreement or privilege to extend the date of the payments under the Note nor as a waiver of any other right or remedy accruing to mortgagee by reason of the occurrence of an Event of Default. If the Default Rate is above the maximum rate permitted by applicable law, the Default Rate shall be the maximum rate permitted by applicable law.
- 26. Mortgagor's Waivers. Mortgagor hereby waives and releases: (i) all errors, defects and imperfections in any proceeding instituted by Lender under this Mortgage, the Note or any other Loan Document; (ii) all notices of default or of Lender's exercise, or election to exercise, any right or remedy referred to in paragraph 24 hereof; and (iii) the benefit of any laws now or hereafter enacted extending the time for payment of any sum due under or secured hereby or affording any right to a stay of any execution to be issued on any judgment obtained under the Note, this Mortgage or any other Loan Documents or exempting any property from levy and sale upon any such execution.
- No failure or delay by Lender in insisting upon the strict performance by Mortgagor of any of the terms, covenants, conditions, agreements and provisions contained herein, in the Note or in any other Loan Documents shall constitute or operate as an estoppel or a waiver of any such terms, covenants, conditions, agreements and provisions, nor shall any such failure or delay preclude Mortgagee from thereafter insisting upon such strict performance by Mortgagor. Neither Mortgagor, nor any guarantor or surety or other person obligated for the payment of the indebtedness secured hereby shall be relieved of such obligation by reason of the failure of Lender to comply with any request of Mortgagor, or of any such guarantor, surety or other person to take action to foreclose this Mortgage or any of the obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of Mortgagor or any such guarantor, surety or other person, and Mortgagor and each such guarantor, surety and other person shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender. Lender may release, regardless of consideration, the obligation of any party at any time liable for

any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness secured by this Mortgage without, as to any other person so obligated or the remainder of such security, in any way affecting such other person's obligation or impairing or affecting the lien of this Mortgage or the priority of the lien of this Mortgage.

- 28. Lender's Right to Remedy Defaults. If Mortgagor fails to pay when due any sum required to be paid by Mortgagor or fails to perform any obligation of Mortgagor hereunder, Lender, at its option, shall have the right, but not the obligation, to pay any such sum and to perform any such obligation, and Lender shall have the right, but not the obligation, to pay any sum or take any action which Lender deems necessary or advisable to protect the security of this Mortgage or the Mortgaged Property, all without prejudice to any of Lender's rights or remedies available hereunder or under the Note or under any other Loan Documents, at law, or in equity. The amount of all payments so made by Lender, together with all costs so incurred by Lender, shall immediately be due and payable from Mortgagor to Lender, together with all costs so incurred by Lender, together with interest at the rate set forth in the Note in the discretion of Lender in the event of a default hereunder, from the date such payment was made or cost incurred by Lender until the date of repayment by Mortgagor. All such amounts, together with interest as aforesaid, shall be added to and evidenced by the Note and secured by this Mortgage.
- 29. Further Assurances. Mortgagor will execute and deliver such further instruments and documents, and perform such further acts as may be requested by Lender from time to time to confirm the provisions of, or to carry out more effectively the purposes of this Mortgage, the Note or any other Loan Documents securing the Note. Mortgagor hereby authorizes Lender to execute and deliver such further instruments and documents and to perform such further acts at any time and from time to time, on behalf of Mortgagor. Mortgagor hereby irrevocably appoints Lender, its designees and nominees, as Mortgagor's agents and attorneys-in-fact, to execute, from time to time, on behalf of Mortgagor, one or more such instruments and documents.
- 30. Open-End Mortgage. This Mortgage is an Open-End Mortgage, securing all of Mortgagor's obligations to Lender, including future advances, up to a maximum amount of indebtedness of Six Hundred Thirty Thousand (\$630,000.00) Dollars, plus accrued and unpaid interest, maintenance charges, insurance premiums, or costs incurred for the protection of the lien of this Mortgage, expense incurred by Lender by reason of a default hereunder or under the Note or the other Loan Documents, together with all other sums due or secured under or by this Mortgage.
- 31. <u>Notices and Other Communications</u>. All notices and other communications required or given under or with respect to this Mortgage shall be in writing, and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor or to Lender at their respective addresses set forth in the heading of this Mortgage, or at such other address as the addressee may designate in writing, from time to time.
- 32. <u>Captions</u>. The heading and captions herein are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Mortgage.

- 33. <u>Binding Effect.</u> This Mortgage shall bind Mortgagor and its successor and assigns and shall inure to the benefit of Lender and Mortgagor and their respective successors and assigns.
- 34. <u>No Amendment.</u> This Mortgage shall not be modified or amended except in writing signed by the party against whom the enforcement of such amendment or modification is sought.
- 35. <u>Severability.</u> If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall, to any extent, be invalid, or unenforceable, the remainder of this Mortgage, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Mortgage shall be valid and be enforced to the fullest extent permitted by law.
- 36. Governing Law. This Mortgage shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 37. Purchase Money Mortgage. This Mortgage is intended to be a purchase money mortgage under the provisions of the Lien Priority Law, Act of June 28, 1985, P.L. 927, §1, as amended, to the extent that any of the indebtedness secured hereunder is used by Mortgagor to purchase the Mortgaged Property.

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

Witness Pan Visib Amun (SEAL)

PAMYON CORRADINI

The address of the within named Lender is
455 Pennsylvania Avenue, Suite 2LF.

On behalf of Lender

Fort Washington, PA 19034

# First American Title Insurance Company SCHEDULE C

Commitment No.

VA3046.0005

#### BERWICK PROPERTY:

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate in the Borough of Berwick, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

#### TRACT NUMBER 1

**BEGINNING** at an iron pin on the Southerly Side of West Eleventh Street, said iron pin being North 67 degrees 04 minutes 52 seconds East, 165 feet from the easterly side of Mulberry Street;

THENCE along West Eleventh Street, North 67 degrees 04 minutes 52 seconds East 41.6 feet to an iron pin;

**THENCE** along land owned now or formerly by Murray and Barry L. Jude, South 23 degrees 07 minutes 18 seconds East, 157 feet to an iron pin located on the northerly line of a 15 foot alley;

**THENCE** along said alley, South 67 degrees 04 minutes 52 seconds West, 41.6 feet to an iron pin, located on the easterly line of another 15 foot alley;

**THENCE** along the easterly side line of said alley, North 23 degrees 07 minutes 18 seconds West, 157.9 feet to an iron pin, located on the southerly line of West Eleventh Street, the place of BEGINNING.

SUBJECT TO the same reservations, restrictions, limitations and conditions as contained in previous deeds in the line of title.

#### **TRACT NUMBER 2**

THE ABOVE DESCRIPTION is intended to include and this Deed is intended to convey a certain 7½ foot strip of land formerly known as a 15 foot alley, which alley has been formally vacated by the Borough of Berwick after a hearing held on July 27, 1979.

ALL of the Grantor's right, title and interest is hereby conveyed to the Grantee in a certain 7½ foot strip of land formerly known as a 15 foot alley, which strip of land is 7½ feet by 41.6 feet, running along the southerly portion of the above-described Tract Number 1.

**BOTH TRACTS BEING** the same premises conveyed to the Grantor herein by Deed of the Columbia County Sheriff dated December 20, 2000 and recorded in the Columbia County Recorder of Deeds under Instrument Number 200011746.

BEING THE PROPERTY known as 120 West Eleventh Street, Berwick, PA

Current Deed Insturment Number: 200801148; Recorded February 6, 2008.

Ex A, B, C"

PA-3

Commitment No.

VA3046.0005

TAX ID: 04B-03-031

#### **BLOOMSBURG PROPERTY:**

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner of Second Street and Miller Alley;

THENCE northwestwardly by said alley, 214 feet 6 inches to a corner upon Ridge Avenue;

**THENCE** along said alley eastwardly, 43 feet 6 inches to a corner of lot now or formerly of Comerford Publix Theaters Corp.;

THENCE by said lot, southwardly 214 feet 6 inches to a corner upon Second Street aforesaid;

THENCE along said street, westwardly 43 feet 6 inches to a corner, the place of BEGINNING.

UPON WHICH is erected a three story brick business building and two story garage.

THIS PROPERTY is located at 35-37 Main Street, Bloomsburg and 36 East Ridge Avenue, Bloomsburg, Columbia County, Pennsylvania.

**PRIOR DEEDS** have erroneously indicated the beginning point is the northwest corner, whereas the beginning point is the southwest corner. Prior deeds identified the property as 33-35 East Main Street and 35-37 East Main Street, Bloomsburg, Pennsylvania.

**BEING** the same premises conveyed to the Grantor herein by Deed of the Columbia County Sheriff dated December 20, 2000 and recorded in the Columbia County Recorder of Deeds under Instrument Number 200011693.

Current Deed Instrument Number: 200801149, Recorded February 6, 2008.

TAX ID: 05E-04-062

#### COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lunerne

On the 4<sup>th</sup> day of March, 2009, before me, the subscriber, a notary public in and for the Commonwealth and County aforesaid, personally appeared Damyon Corradini and Rosemary Corradini known to be or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

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

Notary Public

NOTARIAL SEAL
MARILYN T SHANAHAN
NOTORY Public
WILKES-BARRE CITY, LUZERNE COUNTY
My Commission Expires Aug 30, 2010

A Settlement Statement

U.S. Department of Housing and Urban Development

B. Typa of Lean		OMB Approval No. 2502	2-0265
1. OFHA 2. OFMHA 3. OCony. Unins.	6. File Number	7 ( 11	8. Mortgage Insurance Case Number
C. Note: Hems marked To go C Yawa pold o deide the	12,465 (Of action segretary could Amount pa	7. LOBIT MURDO?  Id to sind by the settlement agent are shown.  Iden purposes and are not included in the totals.  Into or any other similar form. Penelvies upon ection 1001 and Section 1010.	
WARNING: tis a crime to knowingly make is	closing; they are shown here for information states on a	tion purposes and are not included in the lotale.	TribeExpress Settlement System
D. NAME OF BORROWER: JOSEPH & GI	JSHEN and SHARON K. GU	ection 1001 and Section 1010.	Printed 03/14/2011 at 13:47 LRF
ADDRESS: 337 VIRGINIA	LANE, KULPMONT, PA 1783		
THE PART OF THE PA	PITAL MANAGEMENT, LP	<u> </u>	<u></u>
	PANIA AVENUE DUTE OF	TART WEATHER THE TARE	
F. NAME OF LENDER: NATIONAL CA	PITAL MANAGEMENT, LP	FORT WASHINGTON, PA 19034	
	VANIA AVENIJE CIBYE 1. E	FORT WASHINGTON, PA 19034	
G. PROPERTY ADDRESS: 35-37 EAST M	AIN ST AND 351,353 LIGHT	STREET ROAD, BLOOMSBURG, PA 17	
Bloomsburg T	OWN	STREET HOME, BLOOMSBURG, PA ),	7815
H. SETTLEMENT AGENT: Multi County L	and Abstract Company, Tel-	ephone: 570-784-4880 Fax: 570-784-48	
PLACE OF SETTLEMENT: 21 East Main S	treet, Bloomsburg, PA 1781	5	60
I. SETTLEMENT DATE: 03/11/2	N11		
J. SUMMARY OF BORROWS	R'S TRANSACTION:	K. SUMMARY OF SE	LLER'S TRANSACTION:
100. GROSS AMOUNT DUE FROM BORRO	WER	400. GROSS AMOUNT DUE TO SE	LI FR
101. Contract sales price	732,500.0	0 401 Contract sales price	732,500.00
102. Personal property		402. Personal property	702,000,00
103. Sattlement charges to borrower (line 1400)	17, <u>85</u> 0.44		
105.	<del></del>	404,	
Adjustments for items paid by		405.	
108. City/town laxes	8elier in advance	Adjustments for iten	ns paid by seller in advance
107. County taxes	<del></del>	406. City/lown taxes	
108. School taxes		407. County taxes	
109. 2011 County/Twn. R. E. Taxes	2,494.69	408. School taxes	
110. 2010/11 School R. E. Taxes	2,154,63	The state of the s	2,494.89
111.	2,147,00	410. 2010/11 School R. E. Taxes 411.	2,154.63
112,		412.	
120. GROSS AMOUNT DUE FROM BORROY	VER 755,000.00		I ED
200. AMOUNTS PAID BY OR ON BEHALF O	F BORROWER	500. REDUCTIONS IN AMOUNT DU	ETO SELLED 737,149.52
201. Deposit or earnest money		501. Excess Deposit (see instructions)	<u> </u>
202. Principal amount of new loans	725,000.00	502. Settlement charges to seller (fine 1-	400) 7,325,00
203. Existing loan(s) taken subject to 204.		503. Existing loan(s) taken subject to	1,020,00
205.		504. Payoff of First Mortgage Loan	
206.	<del></del>	505.	
207.	<del></del>	506. Financing to Buyers	725,000.00
?OB.	<del> </del>	507.	
209.	<del>  </del>	508. 509.	
Adjustments for items unpa	dd by seller	<del></del>	
210. City/town taxes		510. City/town taxes	ms unpaid by seller
11. County taxes		511. County taxes	
12. School taxes		512. School taxes	
13. 14.		513. 2011 County/Twn, R. E. Taxes	0.077.40
14. †5.		514. Balance on Deling, Sewer	2,975.93
16.		515. Balance on Deling, R.E. Taxes	889.91 303.42
17.		516.	305.42
18.	<del></del> i	517.	
19.	<del></del>	518.	
20. TOTAL PAID BY/FOR BORROWER	70E 000 00	519.	
00. CASH AT SETTLEMENT FROM OR TO B	725,000.00 OBROWER	520, TOTAL REDUCTION AMOUNT D	OUE SELLER 736,494.26
<ol> <li>Gross amount due from borrower (fine 120)</li> </ol>	755,000.00	600. CASH AT SETTLEMENT TO OR	FROM SELLER
2. Less amounts paid by/for borrower (line 220)	725,000.00	601. Gross amount due to seller (line 420) 602. Less reduction amount due seller (line	70,140,02
		602. Less reduction amount due setter (fin	e 520) 736,494.25
D3. CASH FROM BORROWER	30,000.00	603. CASH TO SELLER	
BSTITUTE FORM 1089 SELLER STATEMENT: The information aggregos panalty or other sunction will be imposted on the state of	n contained herein is important tex inform	nation and is being furnished to the Internal Decease &	Services (6
SSTITUTE FORM 1099 SELLER STATEMENT: The information egityperson pennalty or other association will be imposed on you if this for a show a constitute time Gross Proceeds of this transaction, or are (aquified by law to provide the settlement against Fod. Tax to	r were de recurred to be régioned and the	IRS determines that I has not been reported. The Cont	evene ir you are required to file a return, tract Sales Price described on
are required by law to provide the sentement agent (Fed. Tax ) noer, you may be subject to civil or criminal penalties imposed b	O No: 20-5399290) with your correct taxe	payer identification number. If you do not provide where	OFFICE INVESTMENT PRODUCTION
·/	SELLER(5) SIGNATURE(5)	rivat the number shown on this statement is my correct	taxpayer identification number
LER(S) NEW MAILING ADDRESS:		···	
LER(S) PHONE NUMBERS:			

ition HUD-1 (3/86) (of Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT File Number: 12,465 SETTLEMENT STATEMENT PAGE 2 TitleExpress Settlement System Printed 03/14/2011 at 13:47 LRR L. SETTLEMENT CHARGES PAID FROM PAID FROM 700. TOTAL SALES/BROKER'S COMMISSION based on price \$732,500.00 = BORROWER'S SELLER'S Division of commission (tine 700) as follows: **FUNDS AT FUNDS AT** 701. \$ SETTI EMENT SETTLEMENT 702. \$ to 703. Commission paid at Settlement 800. ITEMS PAYABLE IN CONNECTION WITH LOAN 801. Loan Origination Fee 802. Loan Discount % 803. Appraisal Fee to NATIONAL CAPITAL MANAGEMENT, LP 1,175.00 804. Credit Report 805. Lender's counsel fees ID FRIEDMAN, SCHUMAN, P.C. 2,500,00 808. Reduction on loan principal to NATIONAL CAPITAL MANAGEMENT, LP 2,619.23 807 80B. 809. 81D. 811 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE 901. Interest From /day 902. Mortgage Insurance Premium for months to 903. Hazard Insurance Premium for years to 904. 905. 1000. RESERVES DEPOSITED WITH LENDER FOR 1001, Hazard Insurance /mo 1002. Mortgage Insurance mo. 🕸 🕏 /mo 1003. City Property Fax mo. 🛭 \$ /mp 1004. County Property Tax mo. 2 \$ /mo 1005. School taxes mo. 🛡 🕏 /mo 1009. Aggregate Analysis Adjustment 0.00 1100. TITLE CHARGES 0.00 1101. Settlement or Closing Fee 1102. Abstract or Title Search 1103. Title Examination 1104. Title Insurance Binder 1105. Document Preparation 1106. Notary Fees 1107. Attorney's fees (includes above items No: 1108. Title Insurance to MULTI COUNTY LAND ABSTRACT COMPANY 3,359.25 (includes above items No: Title Insurance at Reissue Rate. 1109. Lender's Policy 725,000.00 - 3,332.25 1110. Owner's Policy 732,500.00 - 27.00 1111. End 100, End 300 IO MULTI COUNTY LAND ABSTRACT COMPANY 100.00 1112. End 710, End 900 to MULTI COUNTY LAND ABSTRACT COMPANY 100.00 1113. ClosingSvcLtr 10 MULTI COUNTY LAND ABSTRACT COMPANY 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES 75.00 1201. Recording Fees Deed \$ # agsgroM; , Rélease \$ 1202. City/County tax/stamps Deed \$7,325.00 ; Mortgage \$ 7,325.00 1203. State Tax/slamps Deed \$7,325.00 ; Mortgage \$ 1204. Recording lander documents 7,325.00 to COLUMBIA COUNTY RECORDER OF DEEDS 1205, Record UCC (State) 513.00 to PA SECRETARY OF STATE 1300. ADDITIONAL SETTLEMENT CHARGES 84.00

(enter on lines 103, Section J and 502, Section K) HUD CERTIFICATION OF SUYER AND SELLER Statement and to the best of my knowledge and befief, it is a true and according to received a copy of the HUD-1 Selbergent Statement. cudelly bna steps

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLIDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

1400. TOTAL SETTLEMENT CHARGES

which I have prepared is a true and accurate account of twis pruse the hypes to be distursed in accordance with this states

SETTLEMENT AG

\_ DATE: <u>\_**3-**||</u>-/|

7,325.00

17,850.48

SHERIFF'S SALE COST SHEET ational Capital Mot. VS. Damyon Corrading Rosemary Corrading 60-10 ED NO. 403-10 JD DATE/TIME OF SALE OCT 37 0900 DOCKET/RETURN \$15.00 \$300,00 SERVICE PER DEF. LEVY (PER PARCEL \$15.00 MAILING COSTS \$ 56,50 ADVERTISING SALE BILLS & COPIES \$17.50 ADVERTISING SALE (NEWSPAPER) \$15.00 MILEAGE \$ 24,00 POSTING HANDBILL \$15.00 CRYING/ADJOURN SALE \$10.00 SHERIFF'S DEED \$35.00 TRANSFER TAX FORM \$25.00 DISTRIBUTION FORM \$25.00 COPIES \$ 10,00 NOTARY WEB POSTING \$150.00 \$1334,04 PRESS ENTERPRISE INC. SOLICITOR'S SERVICES TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* PROTHONOTARY (NOTARY) \$10.00 RECORDER OF DEEDS \$ 57,00 TOTAL \*\*\*\*\*\*\*\*\* \$ 67,00 REAL ESTATE TAXES: BORO, TWP & COUNTY 20 \$ 4/9/1,16 SCHOOL DIST. 20 \$ 10 609,65 DELINQUENT 20 \$ 11644, <3 DELINQUENT TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* MUNICIPAL FEES DUE: SEWER WATER SURCHARGE FEE (DSTE) MISC. \$ 30605,75 TOTAL COSTS (OPENING BID)



Peter S. Friedman<sup>\*\*</sup> Kerry Scott Schuman' David A. Applebaum Robert H. Nemeroff Daniel D. McCaffery Jeffrey R. Hoffmann Sean É. Kilkenny<sup>\*</sup> Gary Tannenbaum Robert A. Bacinel David E. Stern Jill Evantash Schuman" Thomas A. Nelson, III' Michael J. Savona Marjorie J. Scharof David J. Sander Barbara R. Merlie Julia Morrow<sup>\*</sup> Todd Eisenberg Richard T. Micco Amy C. Quigg Richard J. Molish

t & Mun Taxation 'Also admitted to practice in Na \*Also admitted to practice in 'Also admitted to practice in DE Attorneys at Law • A Professional Corporation

101 Greenwood Avenue, Fifth Floor Jenkintown, Pennsylvania 19046-2636 (215) 635-7200 • (215) 635-7212 fax www.fsalaw.com

DIRECT DIAL (215) 690-3812

SENDER'S EMAIL: KSCHUMAN@FSALAW.COM

**Bucks County Office** 196 West Ashland Street Doylestown, PA 18901 (267) 794-0200

New Jersey Office 1040 Kings Highway, Suite 200 Cherry Hill, NJ 08034 (856) 616-8818

> Delaware Office Suite 728 1201 N. Orange Street Wilmington, DE 19801 (302) 884-6730

> > OF COUNSEL Lawrence R. Lesser

> > > SPECIAL COUNSEL Jon D. Fox

5697,00049

December 20, 2010

#### VIA OVERNIGHT MAIL

Sheriff Chamberlin Courthouse 35 West Main Street Bloomsburg, PA 17815

> Re: National Capital Management, L.P. Servicing Agent for Team Capital Bank vs. Damyon Corradini and Rosemary Corradini CCP Columbia County, NO. 2010-CV-402 Premises "A" 35-37 E. Main Street, Bloomsburg, PA 17815, 36 Ridge Avenue, Bloomsburg, PA 17815 and Premises "B" 120 W. 11th Street, Berwick, PA 18603

#### Dear Sheriff Chamberlin:

The undersigned is attorney on the writ and the successful bidder regarding the above premises. Enclosed herewith please find the revised Realty Transfer Tax Affidavits for both premises (both in duplicate) as well as a copy of the recorded Mortgage you requested.

Please prepare a deed naming National Capital Management, L.P. as Grantee, and forward it to us as soon as possible.

Please do not hesitate to contact me should you have any questions or require additional information. Thank you for your cooperation.

Very truly yours,

Kerry S. Schuman

KSS/src Enclosures



Bureau of Individual Taxes PO BOX 280603 Harrisburg PA 17128-0603

# 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 inquir	ies m	av be direct	ted to the followin	a person:		<u></u>
Name		<u> </u>		Telephone Num	iber:	
Kerry S. Schuman, Esquire				(215) 635-7;	200	
Street Address			City		State	ZIP Code
101 Greenwood Avenue, Fifth Floor			Jenkintown		PA	19046
B. TRANSFER DATA			Date of Acceptan	ice of Document		
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)			
Timothy T. Chamberlain, Sheriff Street Address			National Capital Ma	anagement, L.P.		W=1
			Street Address			
35 West Main Street City	State	T ZIP Code		Avenue, Suite 2LF		
•			City		State	ZIP Code
Bloomsburg	PA	17815	Fort Washington		PA	19034
C. REAL ESTATE LOCATION Street Address			City Tayyahia Bassat			
		87 44H- 01	City, Township, Borough			
35-37 E. Main Street, 36 Ridge Avenue & 120 W. 11th St County School District		Bloomsburg and Be	Tax Parcel Number		<del></del>	
Columbia			05E-04-062 and	N4B N2	021	
D. VALUATION DATA				00E-04-062 and	U4D-U3-	.031
Actual Cash Consideration	2 Othe	r Consideration		3. Total Consideration		
500,000.00	+ 0.00			= 500,000.00		
4. County Assessed Value	5. Common Level Ratio Factor		Factor	6. Fair Market Value		
243,571.00	X 3.6	9		= 898,776.99		
E. EXEMPTION DATA		<del></del>		1 000,110.00		
1a. Amount of Exemption Claimed	1b. Pero	entage of Granto	or's Interest in Real Estate	1c. Percentage of Gran	tor's Inte	rest Conveyed
100.00	100	-		100		
2. Check Appropriate Box Below	. for I	Evamption	Claimad	·		
<u> </u>	, 101 1	.xemption	Ciailleu			
☐ Will or intestate succession.			lame of Decedent)	·		
☐ Transfer to Industrial Developme	nt Age:	ncy.	iame or Decedent)	(E	state File	Number)
☐ Transfer to a trust. (Attach comp	lete co	nv of trust ac	reement identifying	all beneficiaries )		
☐ Transfer between principal and a				•		
				- ·		,
Transfers to the Commonwealth, lieu of condemnation. (If condem	the Ui nation	or in lieu of	and Instrumentalities condemnation, attacl	s by gift, dedication n copy of resolution	, conde .)	mnation or in
Transfer from mortgagor to a hol	der of	a mortgage ii	n default. (Attach cop	by of Mortgage and	note/A	ssignment.)
☐ Corrective or confirmatory deed.						
<ul><li>Statutory corporate consolidation</li></ul>						
Other (Please explain exemption				•		
Other (Fledde explain exemption	Clalline	u, ii other tik	an usced above.) TDI	<u>s transaction is exer</u>	npt fron	n realty
transfer tax under Sec. 1102-C.3 (16) as bona fide holder of a Mortgage	it is a t	ransfer pursu	ant to a judicial sale in	n which the success	ful bidde	er was the
bona nde noider of a Mortgage						
Under penalties of law, I declare that I the best of my knowledge and belief, i	I have t is tru	examined thi	is statement, includi d complete.	ng accompanying i	nforma	tion, and to
Signature of Correspondent or Responsible Party				Da	te	
Jul N					12/2	0/10



Peter S. Friedman\*\* Kerry Scott Schuman\* David A. Applebaum<sup>†</sup> Robert H. Nemeroff Daniel D. McCaffery Jeffrey R. Hoffmann<sup>ts</sup> Sean P. Kilkenny Gary Tannenbaumi Robert A. Bacine David E. Stern Jill Evantash Schuman" Thomas A. Nelson, III Michael J. Savona Marjorie J. Scharpf<sup>†</sup> David J. Sander Barbara R. Merlie Julia Morrow<sup>\*</sup> Todd Eisenberg Richard T. Micco Amy C. Quigg

LLM in Taxation \*Also admitted to practice in NJ \*Also admitted to practice in FL \*Also admitted to practice in DE

Richard J. Molish

Actor general Tayy • A Printervioral Corporation

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SENDER'S EMAIL: KSCHUMAN@FSALAW.COM Bucks County Office 196 West Ashland Street Doylestown, PA 18901 (267) 794-0200

New Jersey Office 1040 Kings Highway, Suite 200 Cherry Hill, NJ 08034 (856) 616-8818

> Delaware Office Suite 728 1201 N. Orange Street Wilmington, DE 19801 (302) 884-6730

> > OF COUNSEL Lawrence R. Lesser

SPECIAL COUNSEL Jon D. Fox

5697.00049

December 17, 2010

VIA OVERNIGHT MAIL Sheriff Chamberlin Courthouse 35 West Main Street Bloomsburg, PA 17815

Re: National Capital Management, L.P. Servicing Agent for Team Capital Bank vs. Damyon Corradini and Rosemary Corradini CCP Columbia County, NO. 2010-CV-402 Premises "A" 35-37 E. Main Street, Bloomsburg, PA 17815, 36 Ridge Avenue, Bloomsburg, PA 17815 and Premises "B" 120 W. 11th Street, Berwick, PA 18603

#### Dear Sheriff Chamberlin:

The undersigned is attorney on the writ and the successful bidder regarding the above premises. Enclosed please find a copy of your real estate charges form, along with our check in the sum of \$37,755.75 and the Realty Transfer Tax Affidavits for both premises (both in duplicate).

Please prepare a deed naming National Capital Management, L.P. as Grantee, and forward it to us as soon as possible.

Please do not hesitate to contact me should you have any questions or require additional information. Thank you for your cooperation.

Very truly yours,

Kerry S. Schuman

KSS/src Enclosures



Bureau of Individual Taxes PO BOX 280603 Harrisburg PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

#### See Reverse for Instructions

KECORDE	R'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 inqui	ries m	ay be direct	ed to the followin	g person:		-
Name				Telephone Num		
Kerry S. Schuman, Esquire				(215) 635-7.	200	
Street Address			1 1			ZIP Code
101 Greenwood Avenue, Fifth Floor		····	Jenkintown	<u>PA</u>	19046	
B. TRANSFER DATA			Date of Acceptan	ce of Document		<del></del>
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)			
Timothy T. Chamberlain, Sheriff Street Address	******		National Capital Ma	anagement, L.P.		
			Street Address			
35 West Main Street City	State	ZIP Code	455 Pennsylvania A	Avenue, Suite 2LF	1 = : 7	1
•			City		State	ZIP Code
Bioomsburg	PA	17815	Fort Washington		<u>PA</u>	19034
C. REAL ESTATE LOCATION Street Address			City, Township, Borough	<u> </u>		
35-37 E. Main Street and 36 Ridge Ave	2110		_			
County	School I	District	Bloomsburg and Be	Tax Parcel Number		<del></del>
Columbia				05E-04-062 and	U4B U3	N31
D. VALUATION DATA			· · · · · · · · · · · · · · · · · · ·	T COL-OH-COZ AND	040-03-	031
Actual Cash Consideration	2. Other	r Consideration		3. Total Consideration		<del></del>
500,000.00	+ 0.00			= 500,000.00		
4. County Assessed Value			6. Fair Market Value			
243,571,00	X 3.69		= 898,776.99			
E. EXEMPTION DATA						
la. Amount of Exemption Claimed	1b. Perc	entage of Granto	or's Interest in Real Estate	1c. Percentage of Gran	ntor's Inte	rest Conveyed
100.00	100	)		100		
2. Check Appropriate Box Belov	v for E	exemption	Claimed			
☐ Will or intestate succession.		.xepuo	o.a.mea			
		(N	ame of Decedent)	(F-	state File	Number)
Transfer to Industrial Developme	nt Ager	ncy.	<b>-</b>	ζ Ξ.	beate inc	(Marrison)
☐ Transfer to a trust. (Attach comp	lete co	py of trust ag	reement identifying	all beneficiaries.)		
☐ Transfer between principal and a			· -	•	erty agre	ement )
lieu of condemnation. (If condem						
☐ Transfer from mortgagor to a ho						ssignment.)
Corrective or confirmatory deed.	(Attach	i complete co	py of the deed to be	corrected or confir	med.)	
Statutory corporate consolidation	i, merg	er or division.	. (Attach copy of arti	cles.)		
★ Other (Please explain exemption	claime	d, if other tha	nn listed above. <u>)  Thi</u> s	s transaction is exer	npt from	realty
transfer tax under Sec. 1102-C.3 (16) as cona fide holder of a Mortgage	it is a t	ransfer pursua	ant to a judicial sale in	which the success	ful bidde	er was the
Inder penalties of law, I declare that he best of my knowledge and belief, i	I have o	examined thi	s statement, includir d complete.	ng accompanying i	nforma	tion, and to
ignature of Correspondent or Responsible Party	1			! Da	te	
July 11	f			İ	12	2/17/10



Bureau of Individual Taxes PO BOX 280603 Harrisburg PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See	Reverse	for	Instru	ections
Jee	NEVEL SE	101	THISTH	はしいしいき

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 inqui	ries m	ay be direc	ted to the followin	g person:	<del></del>	·····	
Name				Telephone I			
Kerry S. Schuman, Esquire				(215) 63	5-7200		
Street Address			City		ZIP Code		
101 Greenwood Avenue, Fifth Floor	·		Jenkintown PA 19046				
B. TRANSFER DATA			Date of Acceptar	ice of Docume	nt		
Grantor(s)/Lessor(s) Timesthy T. Chambarlain Chariff			Grantee(s)/Lessee(s)				
Timothy T. Chamberlain, Sheriff Street Address			National Capital Ma Street Address	anagement, L.P.		•———	
35 West Main Street					_		
City	State	ZIP Code	455 Pennsylvania /	Avenue, Suite 2L	F State	ZIP Code	
Bloomsburg	PA	17815	Fort Washington				
C. REAL ESTATE LOCATION	<u> </u>	17013	Ti on vvasnington		PA	19034	
Street Address			City, Township, Borougi		. <u>.</u>		
35-37 E. Main Street and 36 Ridge Ave	nue		Bloomsburg and Be				
County	School	District	Tricomand and De	Tax Parcel Number			
Columbia				05E-04-062 a	nd 04B-03-	-031	
D. VALUATION DATA							
1. Actual Cash Consideration	2. Other Consideration			3. Total Considerat	ion		
500,000.00	+ 0.00			= 500,000.00			
4. County Assessed Value	5. Common Level Ratio Factor		6. Fair Market Value				
243,571.00	X 3.6	9		= 898,776.99			
E. EXEMPTION DATA		·	<u> </u>				
1a. Amount of Exemption Claimed	1		or's Interest in Real Estate	1c. Percentage of 0	Grantor's Inte	rest Conveyed	
100.00	100	)		100			
2. Check Appropriate Box Belov	v for E	emption	Claimed				
☐ Will or intestate succession							
☐ Transfer to Industrial Developme	nt Age	ncy.	Name of Decedent)		(Estate File	Number)	
☐ Transfer to a trust. (Attach comp	lete co	pv of trust a	greement identifying	all beneficiaries.	)		
☐ Transfer between principal and a					•	eement )	
						-	
Transfers to the Commonwealth, lieu of condemnation. (If conden							
☐ Transfer from mortgagor to a ho						ssignment.)	
Corrective or confirmatory deed.	(Attaci	n complete co	opy of the deed to be	corrected or co	nfirmed.)		
☐ Statutory corporate consolidation							
Other (Please explain exemption	claime	d, if other th	an listed above.) Thi	s transaction is e	xempt fron	n realty	
transfer tax under Sec. 1102-C.3 (16) as bona fide holder of a Mortgage	it is a t	ransfer pursu	ant to a judicial sale i	n which the succe	essful bidde	er was the	
Under penalties of law, I declare that the best of my knowledge and belief, i	I have t is tru	examined the, correct an	is statement, includi d complete.	ng accompanyin	g informa	tion, and to	
Signature of Correspondent or Responsible Party					Date		
July July					12	2/17/10	

2010 22100 110...

10:512 872 (51

P.2/4

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

<i>(</i> ).), , , / , /	re cost SHEEL
NO. 60-10 UD VS/Day	Mattheogy Respective Sec.
NO. 60-10 ED NO. DATE/TIME OF SALE: Out 350	4/22 h
DATE/TIME OF SALE: Oct. 37 090	
BID PRICE ANIOTATION	2_ 500,000.60
POIND	5250,00
TRANSFER TAY 200 OF THE	
MISC COORD	750,00
TOTAL AMOUNT NEEDED TO PURCHASE	s 39/05.75
PURCHASER(S):	
ADDRESS:	
NAMES(S) ON DEED:	
PURCHASER(S) SIGNATURE(S):	Like
TOTAL DUE:	e 79 100 - 200
LESS DEPOSIT:	\$ 39/05,75
DOWN PAYMENT:	\$ 1350,00
TOTAL DUE IN 8 DAYS	\$ <u>37755,75</u>

SHERIFF'S SALE COST SHEET No otherst Ironhorse, Inc. Vs. Damion Corradini, Rosemory Corradin JD DATE/TIME OF SALE OC DOCKET/RETURN \$15.00 SERVICE PER DEF. \$ 300,00 LEVY (PER PARCEL. \$15.00 MAILING COSTS 8 26,20 ADVERTISING SALE BILLS & COPIES \$17.50 ADVERTISING SALE (NEWSPAPER) \$15.00 MILEAGE \$ 24,00 POSTING HANDBILL \$15.00 CRYING/ADJOURN SALE \$10.00 SHERIFF'S DEED \$35.00 TRANSFER TAX FORM \$25.00 DISTRIBUTION FORM \$25.00 COPIES \$ 10,00 NOTARY \$ 20,00 WEB POSTING \$150,00 PRESS ENTERPRISE INC. \$1334,04 SOLICITOR'S SERVICES TOTAL \*\*\*\*\* PROTHONOTARY (NOTARY) \$10.00 RECORDER OF DEEDS \$ 57,00 TOTAL \*\*\*\*\*\*\* REAL ESTATE TAXES: BORO, TWP & COUNTY 20\_\_ SCHOOL DIST. 20 DELINQUENT MUNICIPAL FEES DUE: SEWER WATER SURCHARGE FEE (DSTE) MISC.

TOTAL COSTS (OPENING BID)

\$ 30605,75

APPLEBAUM, NEMBROFF & McCAFFERY P.C.  OPERATING ACCOUNT #2  TANGOLD YORK ROAD, SUITE 200  ELKING PARK, PA 19027  NOT VALUE & MONTHS AFFER DATE OF ISSUE  PAY TO THE  OPERATING ACCOUNT #2  12/17/2010  SHERIFF  Thirty-Seven Thousand Seven Hundred Fifty-Five and 75/100***  NEMO  NATIONAl Capital Management v. Corradini #5897.00  II**© 1.5 © 3 FII** 1.0 3 E © 1.4 5 FI FII**  II**© 1.5 © 3 FII** 1.0 3 E © 1.4 5 FI FII**  II**  NATIONAL PARKETORY ACCOUNT #2  ACCOMMENCE BANK  12/17/2010  SAN 77/75.75  TANGOLD #3  SAN 77/75.75  TANGOLD #3  NEMO  NATIONAL CORPAGNITION #5897.00  II**  I	у раск.	Dotails or	peoploul source	es Ajunces
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Location: 35 37 E M	MAINST		Gentle Control			
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27.00 r Interest. 5.4 Tax Cert.

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3,981-12 Total for Jan. 2011

# COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

National Capital Mat. Vs	Danison & Ko	venst lit vsenas	antoline like.
NO. 60-10 ED	NO. 403-10	)	JD
DATE/TIME OF SALE: Oct. 37	0900		
BID PRICE (INCLUDES COST)	\$		
POUNDAGE - 2% OF BID	\$		
TRANSFER TAX – 2% OF FAIR MKT	\$		
MISC. COSTS	\$		
TOTAL AMOUNT NEEDED TO PURCH.		\$	
PURCHASER(S):			
ADDRESS:			_
NAMES(S) ON DEED:			
PURCHASER(S) SIGNATURE(S):			
			<del></del>
TOTAL DUE:		\$	
LESS DEPOSIT:		\$	
DOWN PAYMENT:		\$	
TOTAL DUE IN 8 DA	AYS	\$	

#### **Timothy Chamberlain**

From: Jeanette Cashner [jcashner@bloomsburgpa.org]

Sent: Tuesday, December 07, 2010 10:10 AM

To: Timothy Chamberlain

Subject: D. Corradini

Good Morning,

The requested information for the current balance due for sewer charges on property located at 35-37 East Main Street owned by Damyon Corradini is:

\$2736.34.

If you have any questions or need any additional information please give me a call 784-5422  $\times$  112

Thanks, Jeanette



Timothy T. Chamberlain Sheriff of Columbia County Court House- P.O. Box 380 Bloomsburg, PA 17815

Dear Timothy:

The amount due on the following sewer accounts we spoke of this morning are as follows through the service period of December 31, 2010:

<u>Chad & Heather Killian – 7619A Columbia Blvd.</u> \$1814.94

<u>Sean Trapane – 66 Maplewood Road</u> \$6184.35

Joshua Fought - 515 Arch Street \$436.70

<u>Francis & Beth Ann McGady - 218 W Third Street, Mifflinville</u> \$479.83

<u>John Hunsinger – 804 Vine Street</u> \$188.10

<u>Damyon Corradini - 120 W 11<sup>th</sup> Street</u> \$285.03

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

Sincerely,

Kristy Romig

Hearing Impaired 711

"BAJSA is an Equal Opportunity Provider and Employer"

vider and Employer" Hearing Impaired 711 "BAJSA is an Equal Opportunity Provider and Provider"

1108 Freas Avenue • Berwick, Pennsylvania 18603

Phone: (570) 752-8477 • Fax: (570) 752-8479

#### UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE

CHAPTER 7

DAMYON LEON CORRADINI

.

Debtor CASE NO 5:10-bk-08661-RNO NATIONAL CAPITAL MANAGEMENT, L.P., SERVICING AGENT FOR TEAM CAPITAL BANK

Movant

DAMYON LEON CORRADINI

Respondent

#### ORDER

After notice and hearing it is ORDERED and DECREED that:

The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Reform Act of 1978 (The Code) 11 U.S.C. Section 362, is modified to allow the above-captioned Movant execution process through, among other remedies, but not limited to, Sheriff's Sale regarding premises:

Premises "A"
35-37 E. Main Street
Bloomsburg, PA 17815
and 36 Ridge Avenue
Bloomsburg, PA 17815

Premises "B" 120 W. 11th Street Berwick, PA 18603

Dated: November 17, 2010

By the Court,

Pur U. Ogur II

Robert N. Opel, II, Bankruptcy Judge



Attorneys at Law • A Professional Corporation 101 Greenwood Avenue, Fifth Floor Jenkintown, Pennsylvania 19046-2636 (215) 635-7200 • (215) 635-7212 fax www.fsalaw.com

#### FACSIMILE COVER SHEET

DATE:

November 18, 2010

TO:

Sheriff Chamberlin

FAX: 570.389.5625

John H. Flick, Esquire

570.387.1477

FROM:

Kerry S. Schuman, Esquire

NUMBER OF PAGES: 2

DOCUMENT:

(including this sheet) Order granting Motion for Relief from Automatic Stay

National Capital Management, L.P. Servicing Agent for Team Capital Bank

vs. Damyon Corradini and Rosemary Corradini

CCP Columbia County, NO. 2010-CV-402

MESSAGE/SPECIAL INSTRUCTIONS:

Attached hereto please find the November 17, 2010 Order granting Plaintiff's Motion for Relief from Automatic Stay. The Sheriff's Sale scheduled for December 8, 2010 may now proceed accordingly. Please call our office with any questions. Thank you. Original will not follow by regular mail

#### PLEASE CALL US IMMEDIATELY IF THERE ARE ANY PROBLEMS DURING THIS TRANSMISSION OUR MAIN NUMBER IS (215) 635-7200 OUR FACSIMILE NUMBER IS (215) 635-7212

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U. S. Postal Service. Thank you.

#### FOR OFFICE USE ONLY:

OPERATOR: SRC

CLIENT/MATTER NAME: 5697.00049

Lonfs(04/10)

## UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Damyon Leon Corradini

Debtor(s)

Chapter

Case No.

7

National Capital Management, L.P., servicing agent

for Team Capital Bank

Movant(s)

Document No.

15

VS.

Description of Motion

Relief From Stay

5:10-bk-08661-RNO

Damyon Leon Corradini Respondent(s)

#### ORDER SETTING RESPONSE DEADLINE AND HEARING

Unless service is made electronically through the ECF system, IT IS ORDERED that service of this Order and the Motion for Relief from Automatic Stay shall be made on the debtor, debtor's counsel, trustee and in Chapter 11 cases upon the U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R. 4001—6 by the moving party and certification of service filed with this Court within seven (7) days from the date hereof.

IT IS FURTHER ORDERED that responses to such motion must be served upon the moving party, and a copy filed with this Court no later than November 15, 2010. If no response is filed, relief may be granted. If responses are filed, a final hearing on said motion and responses will be held:

United States Bankruptcy Court Courtroom #2, Max Roscon US Courthouse, 197 South Main Street, Wilkes-Barre, PA

Date: 11/17/10

et, Wilkes-Barre, PA Time: 09:30 AM

Dated: November 1, 2010

By the Court,

Honorable Robert N. Opel

Honorable Robert N. Opel
<u>United States Bankruptcy Judge</u>

Initial requests for a continuance of hearing (L.B.F. 9013-4, Request to Continue Hearing/Trial with Concurrence) shall be filed with the Court. Requests received by Motion.

Motion.

Requests to participate in a hearing telephonically shall be made in accordance with L.B.R. 9074-1(a).

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

18701

# FAX TRANSMISSION

#### JOHN W. MCDANEL ATTORNEY AT LAW

107 REAR E. SECOND STREET BERWICK, PA 18603 570-752-3687 FAX: 570-752-4743

To: Sarah@ Columbia County ShenH's Ofc	Date:	11/10/2010
Fax#: (570)389-5625	Pages:	/ , including this cover sheet.
From: John W. McDanel, Esquire		
Subject: Corrading.		
COMMENTS: Secattached.		
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CONFIDENTIALITY NOTICE: The information contained in this facsimile is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. You have a duty to safeguard the confidentiality and privacy of the message. Please call us if this is received in error. Thank you.



Attorneys at Law • A Professional Corporation 101 Greenwood Avenue, Fifth Floor Jenkintown, Pennsylvania 19046-2636 (215) 635-7200 • (215) 635-7212 fax www.fsalaw.com

DIRECT DIAL (215) 690-3812

SENDER'S EMAIL: KSCHUMAN@FSALAW.COM

5697.00049

October 26, 2010

VIA FACSIMILE 570-389-5625

Sheriff Chamberlin Courthouse 35 West Main Street Bloomsburg, PA 17815

Re: National Capital Management, L.P. Servicing Agent for Team Capital Bank vs. Damyon Corradini and Rosemary Corradini CCP Columbia County, NO. 2010-CV-402
Premises "A" 35-37 E. Main Street, Bloomsburg, PA 17815, 36 Ridge Avenue, Bloomsburg, PA 17815 and Premises "B" 120 W. 11th Street, Berwick, PA 18603

Dear Sheriff Chamberlin:

The undersigned represents the Plaintiff in the above matter. Due to the bankruptcy filing on October 25, 2010 (Case No. 10-08661), kindly have the Sheriff's Sale scheduled for October 27, 2010 postponed to December 8, 2010.

Thank you for your courtesy in this matter.

Very truly yours

Kerry S. Schuman

KSS/src

B1 (Official Form 1) (4/10)				_		
United States Bai		•	1941 1973 TV	VOLUNTARY PE	TITION	
( ERRADINI DAMGON	LEON				ATTAION	
Name of Debtor (if individual, enter Last, First, Middle	e):	Name of Join	nt Debtor (Spouse) (L	ast, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			mes used by the Join ried, maiden, and trac	t Debtor in the last 8 yes de names):	ars	
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Street Address of Debtor (No. and Street, City, and State 336 MT SHADW L	•	Street Addre	ss of Joint Debtor (No	o, and Street, City, and S	State);	
County of Residence or of the Principal Place of Busine	ZIP CODE	County of Re	sidence or of the Prin	ncipal Place of Business	ZIP CODE	
Mailing Address of Debtor (if different from street address	ess):	Mailing Add	ress of Joint Debtor (i	f different from street a	ddress):	
	ZIP CODE				ZIP CODE	
Location of Principal Assets of Business Debtor (if diffi	erent from street address above	):		···	ZID CODE	
Type of Debtor (Form of Organization) (Check one box.)	Nature of Busin (Check one bo			r of Bankruptcy Code Petition is Filed (Check		
	Health Care Business		Chapter 7		5 Petition for	
Individual (includes Joint Debtors)  See Exhibit D on page 2 of this form.  Corporation (includes LLC and LLP)  Partnership  Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Single Asset Real Esta 11 U.S.C. § 101(51B) Railroad Stockbroker Commodity Broker Clearing Bank	ite as defined in	Chapter 9 Chapter 11 Chapter 12 Chapter 13	Main Proc Chapter 1: Recognition	on of a Foreign seeding 5 Petition for on of a Foreign Proceeding	
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signed application for the court's consideration cerunable to pay fee except in installments. Rule 100  Filing Fee waiver requested (applicable to chapter	6(b). See Official Form 3A.	insiders	s aggregate noncontir or affiliates) are less (13 and every three ye	ngent liquidated debts (e than \$2,343,300 (amous ears thereafter).	excluding debts nt subject to ad	owed to justment
attach signed application for the court's considerat	ion. See Official Form 3B.	Check all ap	plicable boxes; s being filed with this nees of the plan were		om one or more	classes
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#### UNITED STATES BANKRUPTCY COURT

In re Ayyon (Mao)/Y  [Set forth here all names including married, maiden, and trade names used by debtor within last 8 years]  Debtor  Address 336 AT SHADW LIY  BLOUMS BURG PA 118K6  Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s)(if any):  Employer Tax-Identification (EIN) No(s).(if any):	CLERK U.S. c.AMKRUPICYCC CONTROL OF CHAPTER (S)  NUMBER(S)  mber(s) (ITIN(s)))*
STATEMENT OF SOCIAL-SECURITY (or other Individual Taxpayer-Identification Nu	NUMBER(S)  mber(s) (ITIN(s)))*
1. Name of Debtor (Last, First, Middle): 6/100/14 (Day) (Check the appropriate box and, if applicable, provide the required infor	1011 LEOH mation.)
☐ Debtor has a Social-Security Number and it is: ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	dividual Taxpayer-Identification
2.Name of Joint Debtor (Last, First, Middle): (Check the appropriate box and, if applicable, provide the required information of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control	nation.)
☐ Joint Debtor has a Social-Security Number and it is:  (If more than one, state all.)  ☐ Joint Debtor does not have a Social-Security Number but has a Number (ITIN) and it is:  (If more than one, state all.)  ☐ Joint Debtor does not have either a Social-Security Number or Number (ITIN).	
I declare under penalty of perjury that the foregoing is true and correct.	
X O	10-25-10 ate

Penalty for making a false statement: Fine of up to \$250,000 or up to 5 years imprisonment or both. 18 U.S.C. §§ 152 and 3571.

<sup>\*</sup> Joint debtors must provide information for both spouses.

#### CRITERIA

Field		Beginning Value		Ending Value	And/Or
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#### RESULTS

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<u>21</u> 13 <u>5</u>	2 <u>1135</u>	COMMONWEALTH OF PA	Sheriff	60ED2010		POST	91719;
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21 <u>138</u>	<u>FAIR</u>	OFFICE OF F.A.I.R.	Sheriff	60ED2010		POST	91719:
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Records: 1 - 9 of 9



COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1355. Our records indicate that this item was delivered on 04/29/2010 at 01:54 p.m. in ALLENTOWN, PA, 18109. The scanned image of the recipient information is provided below

AARON DECEONARY

Signature of Recipient:

59 VERVIEW

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 representitive.

Sincerely,

United States Postal Service



COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1362. Our records indicate that this item was delivered on 04/30/2010 at 09:57 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below

John Olling

Signature of Recipient:

Address of Recipient:

MA DAM SAN

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 representitive.

Sincerely,

United States Postal Service



#### COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1386. Our records indicate that this item was delivered on 04/29/2010 at 07:14 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below

L. Simms

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 representitive.

Sincerely,

United States Postal Service



COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1393. Our records indicate that this item was delivered on 04/30/2010 at 12:17 p.m. in GAITHERSBURG, MD, 20878. The scanned image of the recipient information is provided below.

Michelle Grodsky

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 representitive.

Sincerely,

United States Postal Service



COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1409. Our records indicate that this item was delivered on 04/30/2010 at 09:57 a.m. in HARRISBURG, PA, 17107. The scanned image of the recipient information is provided below

John Cally

Signature of Recipient:

Address of Recipient:

PA CALADA

1 Da Phone

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 representitive.

Sincerely,

United States Postal Service



#### COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1423. Our records indicate that this item was delivered on 04/29/2010 at 10:51 a.m. in KING OF PRUSSIA, PA, 19406. The scanned image of the recipient information is provided below.

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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 representitive.

Sincerely,

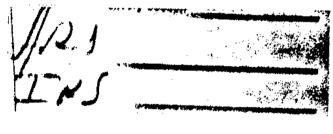
United States Postal Service



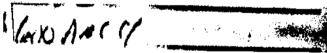
#### COUNTY OF COLUMBIA - SHERIFF

The following is the delivery information for Certified Mail™ item number 7192 4291 0010 0000 1430. Our records indicate that this item was delivered on 04/29/2010 at 08:05 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 representitive.

Sincerely,

United States Postal Service

2350548

235055S

DAMYON CORRADINI

DAMYON CORRADINI

536 MOUNTAIN SHADOW LANE

536 MOUNTAIN SHADOW LANE

Page

Ryn Date 10/22/2010 Run Time 14:03:29

Bloomsburg

estimated

**Customer Summary Report by Customer#** with Customer Balance total 11/1 - 11/31 Name/ City/St/Zip/ Customer# Address Service Address Balance 235041S DAMYON CORRADING BLOOMSBURG PA, 17815 17.36 1736 0.00 536 MOUNTAIN SHADOW LANE 35 E MAIN ST 235042\$ DAMYON CORRADINI BLOOMSBURG PA, 17815 17.36 17.36 0.00 536 MOUNTAIN SHADOW LANE 37 E MAIN ST 235043S DAMYON CORRADINI BLOOMSBURG PA, 17815 288.86 23.43 265.43 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 2 235044 DAMYON CORRADINI BLOOMSBURG PA, 17815 17-36 157.72 175,08 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 3 2350458 DAMYON CORRADINI BLOOMSBURG PA. 17815 29.50 104.80 /33/30 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 4 235046S DAMYON CORRADINI 17.36 BLOOMSBURG PA, 17815 -22.75 -5.39 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 5 235047\$ DAMYON CORRADINI BLOOMSBURG PA, 17815 17.36 150.67 168.03 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 6 235048S DAMYON CORRADINI 17.31 BLOOMSBURG PA. 17815 331.25 3 48.6/ 538 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 7 235049\$ DAMYON CORRADINI 14.36 BLOOMSBURG PA, 17815 94.94 1/2.30 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 8 2350508 DAMYON CORRADINI 29.50 **BLOOMSBURG PA, 17815** 229.75 **259**-25 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 9 235051S DAMYON CORRADINI 17.363 BLOOMSBURG PA, 17815 19.10 36.46 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 10 235052 DAMYON CORRADINI 0.00 29.50 29.50 BLOOMSBURG PA, 17815 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 11 235053\$ 17.36 DAMYON CORRADINI BLOOMSBURG PA, 17815 0.00 17.36 536 MOUNTAIN SHADOW LANE 35 E MAIN ST APT 12

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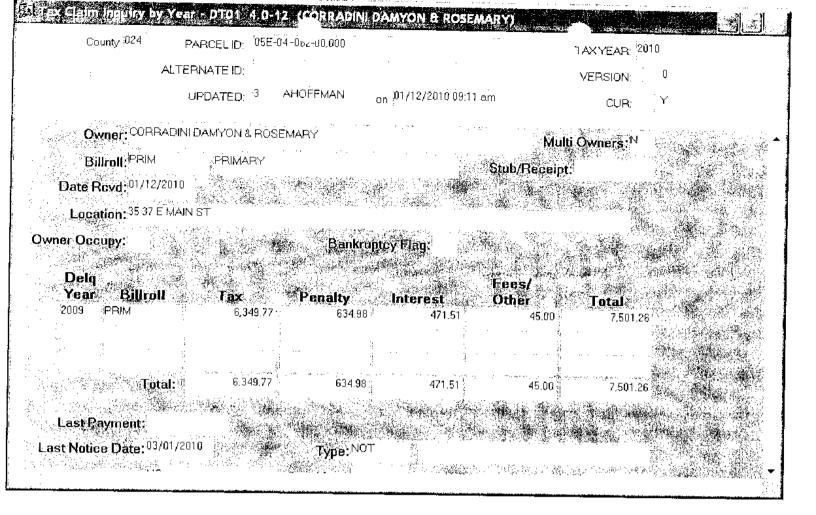
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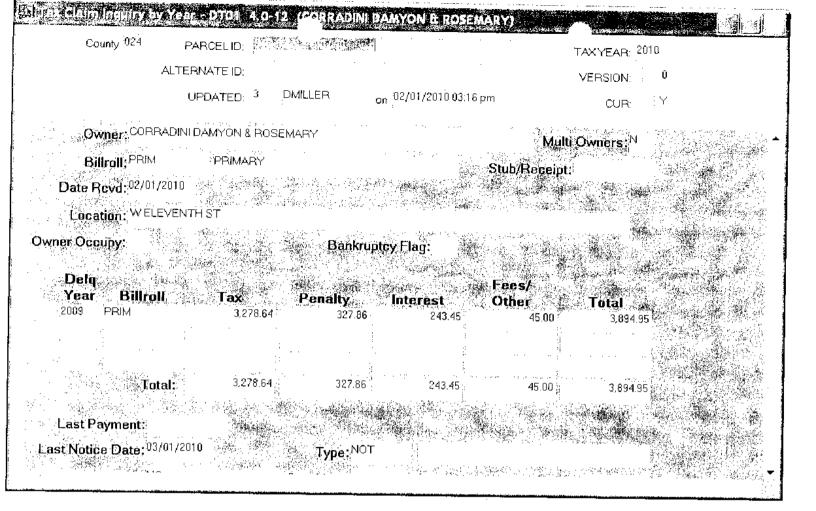
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7/2011-261 51-221 5-4 002 7,501.26 + 52.39 Interest for 5.00 Tax Cert. 7,558.65



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October 21, 2010

Timothy T. Chamberlain Sheriff of Columbia County Court House- P.O. Box 380 Bloomsburg, PA 17815

NATIONAL CAPITAL MANAGEMENT, L.P., SERVICING AGENT FOR TEAM CAPITAL BANK

VS.

DAMYON CORRADINI AND ROSEMARY CORRADINI AND NORTHEAST IRONHORSE, INC.

**DOCKET # 60ED2010** 

JD # 402JD2010

Dear Timothy:

The amount due on the sewer account #109870 for the property located at 120 W. 11<sup>th</sup> Street Berwick, Pa through December 30, 2010 is \$272.75.

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

Sincerely,

Kelly Noss

Authority Clerk

Hearing Impaired 711

"BAJSA is an Equal Opportunity Provider and Employer"

muer und Employer Hearing Impaired 711
"BAJSA is an Equal Opportunity Provider and Provider"

1108 Freas Avenue • Berwick, Pennsylvania 18603

Phone: (570) 752-8477 • Fax: (570) 752-8479

#### **Timothy Chamberlain**

From: Woody Harding [woody@hardingandhill.com]

Sent: Thursday, October 21, 2010 6:42 AM

To: Timothy ChamberlainSubject: Sale of Multiple properties

Tim,

I had a chance to look at the situation we discussed on the phone yesterday. There is authority that the sheriff has an obligation to attempt to maximize the amount realized from the sale when there are multiple properties. In fact, the failure of a sheriff to offer properties separately has been considered to be improper. I found no explicit authority, however, for the sheriff to offer the properties separately and then together as a unit. Nevertheless, I believe there is no impediment to the sheriff doing that.

You definitely should offer the properties separately, if there are bidders. If you want to also do a combined sale, you may do so. It seems to me that it would be appropriate for you to inquire initially as to which prospective bidders are interested in which properties and which may bid on both properties if combined. If there are no prospective bidders, it would seem that the properties should simply be offered together. If there are prospective bidders only if the properties are offered separately, there would be no reason to conduct a joint sale.

If there are bidders, you should put them up separately first. You will have to split some of the costs and, as we discussed, there will be some extra fees if the properties are sold separately. You will have to advise that the high bid is not determined and accepted until after the properties are offered together (assuming you do that and that there are bidders interested in purchasing both).

After you have offered both properties separately, you would then offer them together. As we discussed, the costs will be somewhat different. In the end, you will need to determine which bidding process provided the highest result over the actual costs. And you will award the properties accordingly.

Hope this helps. Let me know if you have any questions.

Thanks.

#### Woody

CONFIDENTIALITY NOTICE: The information contained in this electronic mail transmission (including any accompanying attachments) is intended solely for its authorized recipient(s), and may be confidential and/or legally privileged. If you are not an intended recipient, or responsible for delivering some or all of this transmission to an intended recipient, you have received this transmission in error and are hereby notified that you are strictly prohibited from reading, copying, printing, distributing or disclosing any of the information contained in it. In that event, please contact us immediately by telephone (570)784-6770 or by electronic mail at <a href="mailto:woody@hardingandhill.com">woody@hardingandhill.com</a> and delete the original and all copies of this transmission (including any attachments) without reading or saving in any manner.

Paula J. Barry being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice July 14, 21, 28, 2010 as printed and published; that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Sworn and subscribed to before	me this 2019 2019
	COMMONWEACHE OF PRINTSYLVANIA  Notarial Seal  Dennis L. Ashenfelder, Notary Public Scott Twp., Columbia County My Commission Expires July 3, 2011  Member, Pennsylvania Association of Notaries
,	



Peter S. Friedman" Kerry Scott Schuman<sup>\*</sup> David A. Applebaumi Robert H. Nemeroff Daniel D. McCaffery Jeffrey R. Hoffmann Sean P. Kilkenny Gary Tannenbaum Robert A. Bacine<sup>1</sup> David E. Stern Jill Evantash Schuman" Thomas A. Nelson, III\* Michael J. Savona Mariorie J. Scharof<sup>†</sup> David J. Sander Barbara R. Merlie Julia Morrow<sup>\*</sup> Todd Eisenberg Richard T. Micco Amy C. Quigg Richard J. Molish

\*LLM in Taxation

\*Also admitted to practice in NJ

\*Also admitted to practice in FL \*Also admitted to practice in DE Attorneys at Law • A Professional Corporation

101 Greenwood Avenue, Fifth Floor Jenkintown, Pennsylvania 19046-2636 (215) 635-7200 • (215) 635-7212 fax www.fsalaw.com Bucks County Office 196 West Ashland Street Doylestown, PA 18901 (267) 794-0200

New Jersey Office 1040 Kings Highway, Suite 200 Cherry Hill, NJ 08034 (856) 616-8818

> Delaware Office Suite 728 1201 N. Orange Street Wilmington, DE 19801 (302) 884-6730

> > OF COUNSEL Lawrence R. Lesser

SPECIAL COUNSEL Jon D. Fox 5697.00049

July 29, 2010

DIRECT DIAL (215) 690-3878

SENDER'S EMAIL: SCOURTNEY@FSALAW.COM

Prothonotary Courthouse 35 West Main Street Bloomsburg, PA 17815

Re: National Capital Management, L.P. vs. Damyon Corradini, Rosemary

Corradini and Northeast Ironhorse, Inc. CCP Columbia County, No. 2010-CV-402

#### Dear Sir/Madam:

Enclosed herewith for filing please find an Affidavit of Service with regard to the above matter. Kindly have timestamped and returned to my attention in the enclosed self addressed stamped envelope the copy of same included herewith.

Please do not hesitate to contact me should you have any questions or require additional information. Thank you.

Very truly yours,

Stephanie R. Courtney

Legal Assistant

/src

Enclosures

cc: Sheriff of Columbia County

FRIEDMAN, SCHUMAN,

APPLEBAUM, NEMEROFF & McCAFFERY, P.C.

BY: Kerry S. Schuman, Esquire

Attorney I.D. #40352

101 Greenwood Avenue

Fifth Floor

Jenkintown, PA 19046-2636

(215) 635-7200

Attorney for Plaintiff

NATIONAL CAPITAL MANAGEMENT,

L.P., Servicing Agent for Team Capital Bank

Plaintiff

COURT OF COMMON PLEAS COLUMBIA COUNTY

٧.

DAMYON CORRADINI and ROSEMARY NO. 2010-CV-402

CORRADINI

and

NORTHEAST

IRONHORSE, INC.

Defendants

#### AFFIDAVIT OF SERVICE

KERRY S. SCHUMAN, ESQUIRE, being duly sworn according to law, deposes and says that on July 23, 2010, he did send by certified mail, return receipt requested, a true and correct copy of the Notice of Sheriff's Sale of Real Property regarding the above-captioned matter to:

Internal Revenue Service

601 Market Street

Philadelphia, PA 19106

Internal Revenue Service

Federal Building, Liberty Avenue

Pittsburgh, PA 15219

Attention: Chief, Special Procedures

Attention: Chief, Special Procedures

A true and correct copy of the return receipts dated July 26, 2010 and July 27, 2010 are

attached hereto.

Kerry S. Schuman, Esquire

Attorney for Plaintiff

Sworn to and subscribed before me this 29th day

. 2010.

NOTARIAL SEAL STEPHANIE R. COURTNEY, Notary Public Jenkintown Boro., Montgomery County

My Commission Expires March 12, 2013

SENDER: COMPLETE THIS SECTION		CUMPLE	ic inta at	ייט איטויים:	N DEFINE	(F
<ul> <li>Complete Items 1, 2, and 3. Also compitem 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the revision that we can return the card to you.</li> <li>Attach this card to the back of the mails or on the front if space permits.</li> </ul>	erse	MUS	ed by (Prift)	nted Name	<u>L 26</u>	☐ Agent ☐ Address Date of Delivi
Article Addressed to:			•	different fro ery address		□ No
Internal Revenue Service				-		
601 Market Street	]					
Philadelphia PA 19106			<del></del>			
Alln: Chief Special Procedur	es .	☐ Reg	ified Mail	Expres	n Receipt f	or Merchandi
		4. Restric	ted Delivery	/1 (Extra Fe	e)	☐ Yes
Article Number (Transfer from service label)	7009	0820	0007	9660	8505	
PS Form 3811, February 2004	Domestic Retu	rn Receipt			1	102595-02-M-1

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>Themal Revenue Service Federal Building, Liberty Avenue Pittsburgh, PA 15219</li> </ul>	A. Signature  Agent  Addresse  B. Received W (Printed Name)  C. Date of Deliver  7 / 27   >>  D. Is delivery address different from Item 1?   If YES, enter delivery address below:
Altn: Chief, Special Procedures	3. Service Type  Certified Mail
2. Article Number (Transfer from service label) 7 🗆 🖂	0850 0007 JPPO 8275

Domestic Return Receipt

102595-02-M-15

PS Form 3811, February 2004

# FAX The Son's Power

### The Son's Power 163 International Drive Lewisburg, PA 17837

Date: $7/29/20$ ) Send To: $5HER_1FF$ Attention: $570-3$ From: $90LA$	89-5625 CHAMBER	CLAID	
Phone Number: FAX 570-52	23-0416		
Total Pages including Cover:	3		
Urgent Reply ASAP	Please Comment	Please Review	For Your Information
Comments: RE: (	ORRADIO	SHEKIT	= SALE

# **Claim of Lien**

State of Pennsylvania	
Country of Columbia	
Before me, the undersigned Notary Public, personally appeared who duly sworn says that he is (the liener berein) (the personal than the personal than	
who duly sworn says that he is (the lienor herein) (the agent of the lienor h	nerein) whose address is
and that in accordance with a contract with	(PA 17857
separately) (mcland 500 Shove and separately)	consisting of (Describe specially fabricated materials
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