

# SHERIFF'S SALE

## Distribution Sheet

GMAC Mortgage, LLC

VS.

Kristi L. Whitenight

NO. 2173-2010 JD  
NO. 11-2011 ED

DATE OF SALE: March 30, 2011

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) March 30, 2011 and (time) 9:30 am, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Robert R. Baylor, III for the price or sum of \$27,904.08 (Twenty Seven Thousand Nine Hundred Four and 08/100) Dollars. Robert R. Baylor, III being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 26,000.00	
Poundage .....	520.00	
Transfer Taxes .....	1,134.08	
Total Needed to Purchase .....		\$ 27,904.08
Amount Paid Down .....		2,800.00
Balance Needed to Purchase .....		25,104.08

### EXPENSES:

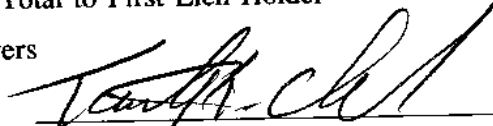
Columbia County Sheriff - Costs .....	\$ 373.50	
Poundage .....	520.00	\$ 893.50
Newspaper .....		760.26
Printing .....		-0-
Solicitor .....		75.00
Columbia County Prothonotary .....		10.00
Columbia County Recorder of Deeds -	Deed copy work	55.00
	Realty transfer taxes	567.04
	State stamps	567.04
Tax Collector ( Bloomsburg-Mary Ward )		260.71
Columbia County Tax Assessment Office .....		5.00
State Treasurer .....		110.00
Other: Web Posting .....		150.00
Lien Search Certificate .....		250.00

TOTAL EXPENSES: \$ 3,703.55

Total Needed to Purchase	\$ 27,904.08
Less Expenses	3,703.55
Net to First Lien Holder	24,200.53
Plus Deposit	2,000.00
Total to First Lien Holder	\$ 26,200.53

Sheriff's Office, Bloomsburg, Pa.

So answers



Sheriff

April 20, 2011

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

GNAC MKT. LLC vs 10145 Choke. Rd.

NO. 11-11 ED NO. 2173-10 JD

DATE/TIME OF SALE: 11/10/10 0930

BID PRICE (INCLUDES COST) \$ 2,600.00

POUNDAGE - 2% OF BID \$ 52.00

TRANSFER TAX - 2% OF FAIR MKT \$ 1134.08

MISC. COSTS \$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE \$ 27904.08

PURCHASER(S): \_\_\_\_\_

ADDRESS: 5019 West Maple Drive Bloomsburg PA 17815

NAMES(S) ON DEED: Robert R Baylor III

PURCHASER(S) SIGNATURE(S): Robert R Baylor III

TOTAL DUE: \$ 27904.08

LESS DEPOSIT: \$ 2000.00

DOWN PAYMENT: \$ \_\_\_\_\_

TOTAL DUE IN 8 DAYS \$ 25904.08

# SHERIFF'S SALE COST SHEET

GPIAC Mortgage Co. vs. Rusti Whitcomb  
 NO. 11-11 ED NO. 2173 10 JD DATE/TIME OF SALE Nov 12 2008

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	<u>\$150.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	<u>\$30.00</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	<u>\$6.00</u>	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	<u>\$5.00</u>	
NOTARY	<u>\$16.00</u>	
TOTAL *****		<u>\$373.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	<u>\$765.76</u>	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		<u>\$985.76</u>

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

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	<u>\$268.77</u>	
SCHOOL DIST. 20	\$	
DELINQUENT 20	<u>\$5.00</u>	
TOTAL *****		<u>\$268.77</u>

MUNICIPAL FEES DUE:		
SEWER 20	\$	
WATER 20	\$	
TOTAL *****		<u>\$0.00</u>

SURCHARGE FEE (DSTE)	<u>\$110.00</u>	
MISC. _____	\$	
_____	\$	
TOTAL *****		<u>\$110.00</u>

TOTAL COSTS (OPENING BID) \$1799.77

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

MULTI COUNTY LAND ABSTRACT COMPANY  
SETTLEMENT TRUST ACCOUNT

21 EAST MAIN STREET  
BLOOMSBURG, PA 17815  
570-784-4880

FIRST COLUMBIA BANK & TRUST CO.

60-593213

021224

21224

04/21/11

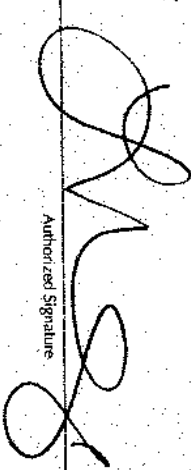
\*\*\*\$25,104.08\*\*\*

DATE

AMOUNT

The Sum TWENTY FIVE THOUSAND ONE HUNDRED FOUR DOLLARS and 08/100  
PAY TO THE ORDER OF TOMOTHY T. CHAMBERLAIN, SHERIFF OF COLUMBIA COUNTY



  
Authorized Signature

⑈021224⑈ ⑆031305936⑆ 049⑈873⑈3⑈

**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number <b>12,489</b>	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. <b>WARNING:</b> It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.			<b>TitleExpress Settlement System</b> Printed 04/21/2011 at 12:45 LRR
<b>D. NAME OF BORROWER:</b>		<b>ROBERT R. BAYLOR, III</b>			
<b>ADDRESS:</b>		<b>5019 WEST MAPLE DRIVE, BLOOMSBURG, PA 17815</b>			
<b>E. NAME OF SELLER:</b>		<b>TIMOTHY T. CHAMBERLAIN, SHERIFF OF COLUMBIA COUNTY</b>			
<b>ADDRESS:</b>					
<b>F. NAME OF LENDER:</b>		<b>FNB BANK, N.A.</b>			
<b>ADDRESS:</b>		<b>37 WEST MAIN STREET, BLOOMSBURG, PA 17815</b>			
<b>G. PROPERTY ADDRESS:</b>		<b>621 CATHERINE STREET, BLOOMSBURG, PA 17815</b>			
<b>H. SETTLEMENT AGENT:</b>		<b>Multi County Land Abstract Company, Telephone: 570-784-4880 Fax: 570-784-4888</b>			
<b>PLACE OF SETTLEMENT:</b>		<b>21 East Main Street, Bloomsburg, PA 17815</b>			
<b>I. SETTLEMENT DATE:</b>		<b>04/21/2011</b>			

**J. SUMMARY OF BORROWER'S TRANSACTION:****K. SUMMARY OF SELLER'S TRANSACTION:**

<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	<b>27,904.08</b>	401. Contract sales price	<b>27,904.08</b>
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	<b>943.43</b>	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. School taxes		408. School taxes	
109. School taxes		409. School taxes	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>28,847.51</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>27,904.08</b>
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money	<b>2,800.00</b>	501. Excess Deposit (see instructions)	<b>2,800.00</b>
202. Amount of Loan \$36,000.00		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205. Loan Advance	<b>26,047.51</b>	505.	
<b>FNB BANK, N.A.</b>			
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. School taxes		512. School taxes	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>28,847.51</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>2,800.00</b>
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	<b>28,847.51</b>	601. Gross amount due to seller (line 420)	<b>27,904.08</b>
302. Less amounts paid by/for borrower (line 220)	<b>28,847.51</b>	602. Less reduction amount due seller (line 520)	<b>2,800.00</b>
<b>303. CASH FROM BORROWER</b>	<b>0.00</b>	<b>603. CASH TO SELLER</b>	<b>25,104.08</b>

SUBSTITUTE FORM 1099 SELLER STATEMENT. The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: 20-5399290) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_

SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_

**GOLDBECK MCCAFFERTY & MCKEEVER**

**Suite 5000 Mellon Independence Center**

**701 Market Street**

**Philadelphia, PA 19106**

[www.goldbecklaw.com](http://www.goldbecklaw.com)

March 31, 2011

SHERIFF OF COLUMBIA COUNTY

Real Estate Division

Sheriff's Office

PO Box 380

Bloomsburg, PA 17815

RE: GMAC MORTGAGE, LLC vs. KRISTI L. WHITENIGHT  
**Sale Book/Writ No.:** /  
Docket Number: 2010-CV-2173  
Sale Date: 03/30/2011  
Property Address: 621 Catherine Street Bloomsburg, PA 17815

To the Sheriff:

Enclosed are Transfer Tax Affidavits and an Assignment of Bid with regard to the above-captioned matter. Please deed the property to:

GMAC MORTGAGE, LLC  
3451 Hammond Avenue  
Waterloo, IA 50702

**If funds are required to settle with the Sheriff and they are not enclosed, please call, fax or email the cost sheet to Christina Rizzo.** Please notify our office when the deed is recorded.

**GOLDBECK MCCAFFERTY & MCKEEVER**

Christina Rizzo

Post Sale Department

(412) 788-7190 (phone)

(412) 788-7192 (fax)

[crizzo@goldbecklaw.com](mailto:crizzo@goldbecklaw.com)

Jeff Nefferdorf

Post Sale Department (FHA & VA)

215-825-6343

215-825-6443 (fax)

[jnefferdorf@goldbecklaw.com](mailto:jnefferdorf@goldbecklaw.com)

Antoniette Black - Director of Foreclosure

Sale/Post Sale Department

215-825-6347

215-825-6447 (fax)

[ablack@goldbecklaw.com](mailto:ablack@goldbecklaw.com)



**pennsylvania**  
DEPARTMENT OF PUBLIC SAFETY

Bureau of Individual Taxes  
PO BOX 280503  
Harrisburg, PA 17128-0503

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

## RECORDER'S USE

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/is not set forth in the deed, (2) when 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: (1) family relationship (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name <b>GOLDBECK McCafferty &amp; McKEEVER</b>	Telephone Number: <b>(215) 627-1322</b>
Mailing Address <b>701 Market Street, Suite 5000 - Mellon Independence Center</b>	City <b>Philadelphia</b>
	State <b>PA</b>
	ZIP Code <b>19106-1532</b>

### B. TRANSFER DATA

Grantor(s)/Lessor(s)  
**SHERIFF OF COLUMBIA COUNTY**

Street Address  
**Sheriff's Office, PO Box 380**

City <b>Bloomsburg</b>	State <b>PA</b>	Zip <b>17815</b>
---------------------------	--------------------	---------------------

### C. DATE OF ACCEPTANCE OF DOCUMENT March 31, 2011

Grantee(s)/Lessee(s)  
**GMAC MORTGAGE, LLC**

Street Address  
**3451 Hammond Avenue,**

City <b>Waterloo</b>	State <b>IA</b>	Zip <b>50702</b>
-------------------------	--------------------	---------------------

### D. REAL ESTATE LOCATION

Street Address  
**621 Catherine Street**

City, Township, Borough  
**Bloomsburg -**

County <b>Columbia</b>	School District	Tax Parcel Number <b>05E-02-252</b>
---------------------------	-----------------	----------------------------------------

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

1. Actual Cash Consideration <b>\$1,799.47</b>	2. Other Consideration <b>+ -0-</b>	3. Total Consideration <b>= \$1,799.47</b>
4. County Assessed Value <b>\$15,367.00</b>	5. Common Level Ratio Factor <b>X 3.69</b>	6. Fair Market Value <b>= \$ 56,704.23</b>

### F. EXEMPTION DATA

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

### Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession \_\_\_\_\_ (NAME OF DECEDENT) \_\_\_\_\_ (ESTATE FILE NUMBER)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment).
- ☐ Corrective deed. (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) MERS #:
- ☐ \_\_\_\_\_

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

DATE:

March 31, 2011

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



pennsylvania

DEPARTMENT OF REVENUE

Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603REALTY TRANSFER TAX  
STATEMENT OF VALUE

See Reverse for Instructions

## RECORDER'S USE

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/is not set forth in the deed, (2) when 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: (1) family relationship (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name <b>GOLDBECK McCAFFERTY &amp; McKEEVER</b>	Telephone Number: <b>(215) 627-1322</b>
Mailing Address <b>701 Market Street, Suite 5000 - Mellon Independence Center</b>	City <b>Philadelphia</b>
	State <b>PA</b>
	ZIP Code <b>19106-1532</b>

**B. TRANSFER DATA**Grantor(s)/Lessor(s)  
**SHERIFF OF COLUMBIA COUNTY**Street Address  
**Sheriff's Office, PO Box 380**City  
**Bloomsburg**State  
**PA**Zip  
**17815****C. DATE OF ACCEPTANCE OF DOCUMENT** March 31, 2011Grantee(s)/Lessee(s)  
**GMAC MORTGAGE, LLC**Street Address  
**3451 Hammond Avenue,**City  
**Waterloo**State  
**IA**Zip  
**50702****D. REAL ESTATE LOCATION**Street Address  
**621 Catherine Street**City, Township, Borough  
**Bloomsburg -**County  
**Columbia**

School District

Tax Parcel Number  
**05E-02-252****E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☐ N**

1. Actual Cash Consideration

**\$1,799.47**

2. Other Consideration

**+ -0-**

3. Total Consideration

**= \$1,799.47**

4. County Assessed Value

**\$15,367.00**5. Common Level Ratio Factor  
X 3.69

6. Fair Market Value

**= \$ 56,704.23****F. EXEMPTION DATA**1a. Amount of Exemption Claimed  
**100%**1b. Percentage of Grantor's Interest in Real Estate  
**100%**1c. Percentage of Grantor's Interest conveyed  
**100%****Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession \_\_\_\_\_ (NAME OF DECEDENT) \_\_\_\_\_ (ESTATE FILE NUMBER)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment).
- ☐ Corrective deed. (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) MERS #:
- ☐ \_\_\_\_\_

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

DATE

March 31, 2011

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



**GOLDBECK McCAFFERTY & McKEEVER**

A PROFESSIONAL CORPORATION

**ATTORNEYS AT LAW**

SUITE 5000

MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

PA (215) 627-1322

FAX (215) 627-7734

**[www.goldbecklaw.com](http://www.goldbecklaw.com)**

March 31, 2011

**Addendum to Realty Transfer Tax Statement of Value**

Attn: Pa Department of Revenue – Bureau of Individual Taxes

Re: 621 Catherine Street Bloomsburg, PA 17815

Plaintiff: GMAC MORTGAGE, LLC

Date of Judgment: 2/15/2011

Date of Sale: Wednesday, March 30, 2011

Date of Original Mortgage: 5/5/2003

Original Mortgagor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR  
GMAC MORTGAGE CORPORATION

Date Recorded: 5/6/2003

Book, Page, Instrument #: Instrument # 200305390

The Plaintiff and Original Mortgagee are not the same. An assignment was recorded into GMAC MORTGAGE,  
LLC

Assignment of Mortgage Recorded: 8/30/2010

Book, Page, Instrument #: Instrument #201007672

RECORDING FEE - \$45.00  
 COUNTY IMPROVEMENT \$2.00  
 RECORD IMPROVEMENT \$3.00  
 JCS/ACCESS TO \$10.00  
 JUSTICE  
 STATE WIT TAX \$0.50  
 AFFORDABLE HOUSING \$38.25  
 AFFORDABLE HOUSING \$4.50  
 AFFORDABLE HOUSING \$2.25  
 TOTAL \$105.50  
 CUSTOMER  
 JOHN H. FLICK, MAIL

SEVERLY J. RICHARD  
 REGISTER AND RECORDER  
 COLUMBIA COUNTY  
 Pennsylvania

INSTRUMENT NUMBER  
 200305390  
 RECORDED ON  
 MAY 06, 2003  
 1:47:50 PM

## After Recording Return To:

GMAC Mortgage Corp.  
 100 Witmer Road  
 Horsham, PA 19044-0963  
 ATTN: Capital Markets

[Space Above This Line For Recording Data]

Loan No. 547674408  
 MIN 1000375-0547674408-4

## MORTGAGE

## DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated May 5, 2003, together with all Riders to this document.
- (B) "Borrower" is  
 Kristi L. Whitenight

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is  
 GMAC Mortgage Corporation

Lender is a Corporation organized and existing under the  
 laws of Pennsylvania Lender's address is  
 100 Witmer Road, P.O. Box 963, Horsham, PA 19044

(E) "Note" means the promissory note signed by Borrower and dated May 5,  
 2003. The Note states that Borrower owes Lender  
 Forty Three Thousand Two Hundred Sixty and 00/100

Dollars (U.S. \$ 43,260.00 ) plus interest. Borrower has promised to pay this debt in regular  
 Periodic Payments and to pay the debt in full not later than June 1, 2033

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

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

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

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

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County [Type of Recording Jurisdiction]  
of Columbia

[Name of Recording Jurisdiction]  
According to Schedule "A" attached hereto and made apart hereof.

which currently has the address of  
621 Catherine St,

[Street]  
Bloomsburg, Pennsylvania 17815 ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

PENNSYLVANIA - Single Family - Florida Mac/Fiddie Mac UNIFORM INSTRUMENT Form 3020 1/01 LOAN NO: 547674409  
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*[Faint, illegible text]*

ALL THAT upper or northwestern half of ALL THAT CERTAIN house and lot situate on the east side of Catherine Street in the Town of Bloomsburg, Columbia County, Pennsylvania, between Sixth and Seventh Streets, bounded and described as follows, to wit:

BEGINNING at a point in the eastern line of Catherine Street and the corner of the lot of F. P. McBride;

THENCE southwestwardly 50 feet;

THENCE eastwardly 114 to an alley;

THENCE northwardly to the McBride lot;

THENCE by the same westwardly to the place of beginning.

On which is erected a two-story frame dwelling house.

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## MORTGAGE INSURANCE RIDER

This Mortgage Insurance Rider is made this 5th day of May, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed Rate note (the "Note") to

GMAC Mortgage Corporation

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

621 Catherine St., Bloomsburg, PA 17815

(Property Address)

The Security Instrument is amended by adding the following at the end of Section 10 (if the Security Instrument has a form date at the lower right corner of 3/99 or later) or Section 8 (if the Security Instrument has a form date at the lower right corner that is earlier than 3/99):

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

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

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

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MULTISTATE MORTGAGE INSURANCE RIDER - Single Family -

Fannie Mae Uniform Instrument Form 3189 4/00

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

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

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

  
Kristi L. Whitenight (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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

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

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

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

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

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

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If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

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paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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

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

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

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

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

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

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for

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sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

LOAN NO: 547674408

PENNSYLVANIA - Single Family - Pennie Mae/Freddie Mac UNIFORM INSTRUMENT Form 409 1/01

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Initials:

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

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

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

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

LOAN NO: 547674408

PENNSYLVANIA -- Single Family -- Family Mini/Freddie Mac UNIFORM INSTRUMENT Form 3009 1/91

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Initials:



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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds

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PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3039, 1/01

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Initials: LLW

Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

LOAN NO: 547674408

PENNSYLVANIA - Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3026 1/01

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Initials:

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

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

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

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


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

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

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

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

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

  
Kristi L Whitenight (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

Instrument Number - 201007672

Recorded On 8/30/2010 At 1:12:49 PM

\* Total Pages - 4

\* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 147239

\* Grantor - WHITENIGHT, KRISTI L

\* Grantee - GMAC MORTGAGE LLC

User - TSA

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$42.00

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:**  
MAIL GOLDBECK MCCAFFERTY & MCKEEVER  
SUITE 5000 MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA, PA 19106-1532  
ATTN: ASSIGNMENTS

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



*Beverly J. Michael*

Beverly J. Michael  
Recorder of Deeds

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

Prepared By and Return To: Referral Department  
GOLDBECK McCAFFERTY & McKEEVER  
Mellon Independence Center - Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6344

\*\*\*\*\*4408

GMM File Number: 72894BK

Parcel ID#: 05E-02-252

### ASSIGNMENT OF MORTGAGE

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE  
FOR GMAC MORTGAGE CORPORATION** (Assignor),  
for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration,  
the receipt of which is acknowledged, does grant, bargain, sell, assign and transfer to **GMAC  
MORTGAGE, LLC.**

**GMAC MORTGAGE, LLC** (Assignee),  
all of its right, title and interest, as holder of, in, and to the following described mortgage, the property  
described and the indebtedness secured by the mortgage:

Executed Kristi L. Whitenight, Mortgagor(s); to **MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE CORPORATION.** Hearing date of:  
May 05, 2003; Amount Secured: \$43,260.00; Recorded on May 06, 2003; in Instrument #200305390; ✓  
in the Recorder of Deeds Office of Columbia County, Commonwealth of Pennsylvania ("Mortgage")

Property: 621 Catherine Street, Bloomsburg, PA 17815

AS FURTHER DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED INTO THIS  
ASSIGNMENT.

Together with the note or obligation described in the Mortgage endorsed to the Assignee, ("Note") and all  
moneys due and to become due on the Note and Mortgage, with interest. Assignee its successors, legal  
representatives and assigns shall hold all rights under the Note and Mortgage forever, subject however, to  
the right and equity of redemption, if any, of the maker(s) of the Mortgage, their heirs and assigns forever.

Assignor, by its appropriate corporate officers, has executed and sealed with its corporate seal this  
Assignment of Mortgage on this 16 day of Aug, 2010. *MT*

ALL THAT upper or northwestern half of ALL THAT CERTAIN house and lot situate on the east side of Catherine Street in the Town of Bloomsburg, Columbia County, Pennsylvania, between Sixth and Seventh Streets, bounded and described as follows, to wit:

BEGINNING at a point in the eastern line of Catherine Street and the corner of the lot of F. P. McBride;

THENCE southwestwardly 50 feet;

THENCE eastwardly 114 to an alley;

THENCE northwardly to the McBride lot;

THENCE by the same westwardly to the place of beginning.

On which is erected a two-story frame dwelling house.

---

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS  
NOMINEE FOR GMAC MORTGAGE  
CORPORATION

(Affix Corporate Seal)

 (SEAL)  
Name: **Thomas Strain**  
Title: **Assistant Secretary**

 (SEAL)  
Name: **Sandy Broughton**  
Title: **Assistant Secretary**

ss:  
STATE OF Pennsylvania COUNTY OF Montgomery  
BE IT REMEMBERED, that on this 18 day of August 2010, before me, the subscriber, a  
Notary Public personally appeared  
Thomas Strain and Sandy Broughton  
Assistant Secretaries  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE  
CORPORATION

officers of Assignor, who I am satisfied are the persons who signed the within instrument and they  
acknowledged that they signed, sealed with the corporate seal and delivered the same as such officers  
aforesaid, and that the within instrument is the voluntary act and deed of such corporation made by virtue  
of a Resolution of its Board of Directors.

  
Notary Public

My commission expires: 3/7/2013

I hereby certify the address of the Assignee is:  
500 Enterprise Road, Suite 150, Horsham, PA 19044

Michael McKeever

\*\*\*\*\*4408

Case #: 72894BK

NOTARIAL SEAL  
ZAHRAH Y. SWEET  
Notary Public  
UPPER DUBLIN TWP, MONTGOMERY CNTY  
My Commission Expires Mar 7, 2013



Document Receipt

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Trans # 12840 Carrier / service: POST 2PM 1/26/2011

Ship to: 12840

DEPT OF PUBLIC WELFARE

PO BOX 2675

Tracking #: 9171924291001000007241

Doc Ref #: 11ED2011

HARRISBURG PA 17105

Document Receipt

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Trans # 12841 Carrier / service: POST 2PM 1/26/2011

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COMMONWEALTH OF PENNSYLVANIA DEPT OF REV SHERIFF SALE

DEPARTMENT 281230

Tracking #: 9171924291001000007258

Doc Ref #: 11ED2011

HARRISBURG PA 17128

Document Receipt

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Trans #	12842	Carrier / service:	POST	2PM	1/26/2011
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Ship to: FAIR

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC WELFARE  
PO BOX 8016

Tracking #: 9171924291001000007265

Doc Ref #: 11ED2011

HARRISBURG PA 17105

Document Receipt

Trans # 12843 Carrier / service: POST 2PM 1/26/2011

Ship to: SBA

U.S. Small Business Administration

PHILADELPHIA DISTRICT  
OFFICE

PARKVIEW TOWERS  
1150 FIRST AVE, 10TH FLR, STE 1001

Tracking #: 9171924291001000007272

Doc Ref #: 11ED2011

KING OR PA 19406  
PRUSSIA

Document Receipt

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Trans #	12844	Carrier / service:	POST	2PM	1/26/2011
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Ship to: IRS

INTERNAL REVENUE SERVICE

WILLIAM GREEN FEDERAL BUILDING  
600 ARCH STREET ROOM 3259

Tracking #: 9171924291001000007289

Doc Ref #: 11ED2011

PHILADELPHIA PA 19106