

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

M-C Fed. Credit Union vs Christopher J. Hays

NO. 154-13 ED NO. 381-13 JD

DATE/TIME OF SALE: Nov 20 1990

BID PRICE (INCLUDES COST) \$ 34777.81

POUNDAGE - 2% OF BID \$ 695.56

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 35477.37

PURCHASER(S): James M. Barlausk M-C Federal Credit Union

ADDRESS: 230 Walnut St Danville PA 17821

NAMES(S) ON DEED: M-C Federal Credit Union

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

TOTAL DUE: \$ 35477.37

LESS DEPOSIT: \$ 13500.00

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

TOTAL DUE IN 8 DAYS \$ 21977.37

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



**Plaintiff**  
M-C FEDERAL CREDIT UNION

vs.

**Defendant**  
CHRISTINA M MEIGS

**Attorney for the Plaintiff:**  
M-C FEDERAL CREDIT UNION  
599 EAST 7TH STREET  
BLOOMSBURG, PA 17815

**Sheriff's Sale Date:** Wednesday, November 20, 201  
**Writ of Execution No. :** 2013CV381  
**Advance Sheriff Costs:** \$1,350.00

**Location of the real estate:** 125 NORTH STREET, BENTON, PA 17814

## Sheriff Costs

Advertising Sale (Newspaper)	\$15.00
Advertising Sale Bills & Copies	\$17.50
Crying Sale	\$10.00
Docketing	\$15.00
Levy	\$15.00
Mailing Costs	\$30.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,008.42
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$75.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$165.00
Service Mileage	\$40.00
Distribution Form	\$25.00
Copies	\$5.50
Notary Fee	\$10.00
Tax Claim Search	\$5.00
Surcharge	\$120.00
Other	\$73.79
<b>Total Sheriff Costs</b>	<b>\$1,865.21</b>

## Municipal Costs

Sewer	\$1,557.60
<b>Total Municipal Costs</b>	<b>\$1,557.60</b>

## Distribution Costs

Recording Fees	\$55.00
<b>Total Distribution Costs</b>	<b>\$55.00</b>

**Grand Total:** **\$3,477.81**

Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

Columbia County Sheriff, Bloomsburg, Pennsylvania, 17815, (570) 389-5622, (570)-389-5625 (fax)

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LAW OFFICES

**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**

P. O. BOX 791

240-246 MARKET STREET

**SUNBURY, PENNSYLVANIA 17801**

AREA CODE 570

286-7777

286-8075 FAX

ASHLAND OFFICE  
875-3299

HERNDON OFFICE  
758-5544

E-MAIL  
attwiest@ptd.net

E-mail: [attwrs@ptd.net](mailto:attwrs@ptd.net)

November 25, 2013

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

RE: M-C Federal Credit Union vs. Christina M. Mcigs, Columbia County Number  
2013CV381

Dear Sheriff Chamberlain:

Attached hereto please find the Affidavits of Value and copies of the mortgage relative to the above referenced matter. Please transfer the Deed to M-C Federal Credit Union whose address is 230 Walnut Street, P.O. Box 329, Danville, Pennsylvania 17821.

If you have any questions regarding these instructions please do not hesitate to contact me at your convenience.

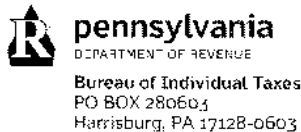
Very truly yours,

WIEST, MUOLO, NOON, SWINEHART &  
BATHGATE



William R. Swinchart

WRS/hjd  
Enclosure



# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name: William R. Swinehart Telephone Number: (570) 286-7777

Mailing Address: 240-246 Market Street, P.O. Box 791 City: Sunbury State: PA ZIP Code: 17801

**B. TRANSFER DATA**

Grantor(s)/Lessor(s)  
Timothy T. Chamberlain

Mailing Address

35 West Main Street

City

Bloomsburg

State

PA

ZIP Code

17815

**C. Date of Acceptance of Document**

Grantee(s)/Lessee(s)  
M-C Federal Credit Union

Mailing Address

230 Walnut Street, P.O. Box 329

City

Danville

State

PA

ZIP Code

17821

**D. REAL ESTATE LOCATION**

Street Address

125 North Street

County

Columbia

School District

Benton Area School District

Tax Parcel Number

02-01-15500

City, Township, Borough

Benton

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

1. Actual Cash Consideration

3,477.81

2. Other Consideration

+ 0.00

3. Total Consideration

= 3,477.81

4. County Assessed Value

22,308.00

5. Common Level Ratio Factor

X 3.55

6. Fair Market Value

= 79,193.40

**F. EXEMPTION DATA**

1a. Amount of Exemption Claimed

3,477.81

1b. Percentage of Grantor's Interest in Real Estate

100

1c. Percentage of Grantor's Interest Conveyed

100

**Check Appropriate Box Below for Exemption Claimed.**☐ Will or intestate succession.

(Name of Decedent)

(Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)☐ Transfer from a trust. Date of transfer into the trust

If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)☐ Other (Please explain exemption claimed.)

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

Signature of Correspondent or Responsible Party

Date

11-25-12

**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  
33 West Main Street  
Bloomsburg, PA 17815

Instrument Number - 200407530

Recorded On 7/2/2004 At 11:15:30 AM

\* Instrument Type - MORTGAGE

Invoice Number - 57481

\* Mortgagor - MEIGS, CHRISTINA M

\* Mortgagee - M C FEDERAL CREDIT UNION

Use - 15A

\* Total Pages - 21

FEES

STATE WRIT TAX	\$0.50
PCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$12.15
AFFORDABLE HOUSING - 104	\$11.50
AFFORDABLE HOUSING - 38	\$2.25
RECORDING FEES	\$45.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$105.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
MAIL M-C FEDERAL CREDIT UNION

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 removed by an asterisk may change during  
a certification process and may not be reflected on this page.

Prepared By: NAC Federal Credit Union  
370 Walnut St.  
Tarrytown, NY 10591

Return To: NAC Federal Credit Union  
10 Box 119  
Tarrytown, NY 10591

Parcel Number:

(Space Above This Line For Recording Date)

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 12, 13, 15 and 17. Custom rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated July 1, 2004 together with all Riders to this document.

(B) "Borrower" is Christina M. Weiss

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NAC Federal Credit Union

Lender is a corporation.

ENHANCED/ALTA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (7/01)

Printed on Recycled Paper

Date: 7/1/04



organized and existing under the laws of the United States Federal Credit Union Act. Lender's address is 230 Walnut St., PO Box 329, Danville, VA 22011.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 1, 2004. The Note states that Borrower owes Lender

Fifty Thousand and 00/100\*\*\*\*\* Dollars (U.S. \$ 50,000.00\*\*\*\*\* ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2024.

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

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

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

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

(H) "Applicable Law" means 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.

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

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

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

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

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

#### CHAPTER 02 RIGHTS IN THE PROPERTY

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

125 North St., Bension, PA 17815  
Borough of Bension  
Inscribed: #100000000  
Parcel No.02-01-155

which currently has the address of \_\_\_\_\_ (City, Borough, etc.)

Bension \_\_\_\_\_ (City), Pennsylvania \_\_\_\_\_ 17815 \_\_\_\_\_ (Zip Code)  
("Property Address")

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, and 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."



## FIXED/ADJUSTABLE RATE RIDER (One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of July, 2004 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/Adjustable Rate Note (the "Note") to FIC Federal Credit Union.

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

1110 North St., Benson, AZ 85714  
(property address)

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.25%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate as follows:

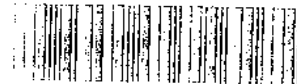
### A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of July, 2009, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family -  
Fannie Mae Uniform Instrument

MP-343R-00001 Rev. 3/32/01  
Page 1 of 4  
MP-343R-00001-000152-000153



**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding \_\_\_\_\_ percentage points (\_\_\_\_%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than \_\_\_\_\_% or less than \_\_\_\_\_%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than \_\_\_\_\_%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**3. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 13, "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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 13 of the Security Instrument described in section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 13 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 13, "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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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

times 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

\_\_\_\_\_ (Sent)  
\_\_\_\_\_  
-Berroque-

\_\_\_\_\_, (Zee)

- 10 november

\_\_\_\_\_ (Signature)  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ (502f)  
\_\_\_\_\_

1991

1992

\_\_\_\_\_

\_\_\_\_\_ (Goal)  
\_\_\_\_\_ - 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 any other location or may be designated by Lender in accordance with the notice provisions in Section 1.3. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. ~~If each Periodic Payment is~~ applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and its 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 two or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

must 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 return to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fees, and impositions assessable to the Property which can attain priority over this Security Instrument, household 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, and only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies. They 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, the insurance for 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 12 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



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

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 8 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.



(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 is not 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 collected in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 17, by causing the action or proceeding to be

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

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

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

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

Subject to the provisions of Section 13, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 18 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

13. **Sale of Note; Change of Loan Servicer; Notice of Deforcance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold two 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 assumed by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations of 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 13) 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.

14. **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 are 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 (3) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

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

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

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

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

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

Witnesses:

_____	_____ (Seal) Borrower
_____	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower



\_\_\_\_\_  
Certificate of Residence

I, Tana A. Trippe, do hereby certify that  
the correct address of the within-named Mortgagee is 250 Walnut St., PO Box 319,  
Danville, PA 17821

Witness my hand this 1st day of July, 2004

\_\_\_\_\_  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, )  
County of )

County 33)

On and as 1st day of July, 2004, before me, the  
designated officer, personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
Title of Office

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES DESIGNED TO DETECT DUPLICATION OR ALTERATION

M-C FEDERAL CREDIT UNION

P.O. BOX 329  
DANVILLE, PA 17821  
www.mcfcu.org

No. 054267

Nov. 20, 2013

PAY Two thousand one hundred ninety-seven and 37/100 2197.37

TO THE  
ORDER OF Columbia County Sheriff

VOID AFTER 60 DAYS

*Don H. Radner*

ANALOGOUS SERIAL ONE

AP

⑈054267⑈ ⑈231385714⑈90000007⑈78

# SHERIFF'S SALE COST SHEET

VS. \_\_\_\_\_  
 NO. \_\_\_\_\_ ED NO. \_\_\_\_\_ JD DATE/TIME OF SALE \_\_\_\_\_

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$165.00	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$30.00	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$40.00	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$5.50	
NOTARY	\$10.00	
TOTAL *****		\$ 423.00

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$108.42	
SOLICITOR'S SERVICES	\$75.00	
TOTAL *****		\$ 1253.42

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$55.00	
TOTAL *****		\$ 65.00

## REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ 5.00	
TOTAL *****		\$ 5.00

## MUNICIPAL FEES DUE:

SEWER 20	\$1557.60	
WATER 20	\$	
TOTAL *****		\$ 1557.60

SURCHARGE FEE (DSTE)		\$ 120.00
MISC. <u>Lincoln Co</u>	\$ 73.79	
TOTAL *****		\$ 73.79

TOTAL COSTS (OPENING BID) \$ 2075.81

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

**SHERIFF'S SALE**

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2013CV381

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

**WEDNESDAY, NOVEMBER 20, 2013  
AT 9:00 O'CLOCK A.M.**

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

ALL THAT CERTAIN, message, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:  
BEGINNING at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a post corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning. CONTAINING 10,010 square feet of land on which are erected a two story frame dwelling house, barn and outbuildings.

TAX PARCEL NUMBER: 02-01-15500

BEING THE SAME PREMISES which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.

PROPERTY ADDRESS: 125 NORTH STREET, BENTON, PA 17814  
UPI / TAX PARCEL NUMBER: 02-01-155

Seized and taken into execution to be sold as the property of CHRISTINA M MEIGS in suit of M-C FEDERAL CREDIT UNION.

TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale. REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check.

**IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL SEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.** If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's expense and maintain an action against the bidder for breach of contract. In the case of default, the amount paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is liable for damages. If proceeds are payable to the Plaintiff, the proceeds shall be payable to Plaintiff, unless the Columbia County Sheriff's Office receives written notice otherwise, signed by an authorized representation of the plaintiff.

the Plaintiff:  
M-C FEDERAL CREDIT UNION  
Benton, PA

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, Pennsylvania

v deposes and says that Press Enterprise is office and place of business at 3185 Columbia and State of Pennsylvania, and was been published daily, continuously in said attached notice October 30 and November 6.

designated agent of the owner or publisher of published; that neither the affiant nor Press notice and advertisement and that all of the true, and character of publication are true.

th day of November 2013

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal

Dennis L. Ashenfelder, Notary Public  
Scott Twp., Columbia County  
My Commission Expires July 3, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

....., I hereby certify that the advertising and or publishing the foregoing notice, and the

*Law Offices of*  
**KREISHER AND GREGOROWICZ**  
401 SOUTH MARKET STREET  
BLOOMSBURG, PENNSYLVANIA 17815  
(570) 784-5211  
[www.columbiacountylaw.com](http://www.columbiacountylaw.com)

WILLIAM S. KREISHER  
MICHAEL P. GREGOROWICZ  
MARIANNE E. KREISHER, CELA\*

HON. C. E. KREISHER (1874-1941)  
HON. C. W. KREISHER (1908-1984)

JOHN H. FLICK  
MARISSA B. MARSHALL

FAX (570) 387-1477

November 8, 2013

Columbia County Sheriff's Office  
Attn: Timothy T. Chamberlain  
Columbia County Courthouse  
P O Box 380  
Bloomsburg, PA 17815

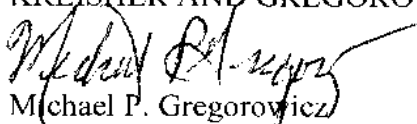
IN RE: Benton Water & Sewer Authority  
Christina Meigs  
125 North Street  
Benton, PA 17814

Dear Tim:

In regard to the above matter I wish to advise that the Benton Water & Sewer Authority has a statutory lien for services provided to the property owned by Christina Meigs which is set for sheriff's sale on November 20, 2013. The current outstanding balance is \$1557.60. Please collect the same at time of the sale.

If you have any questions do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

KREISHER AND GREGOROWICZ  
  
Michael P. Gregorowicz  
Attorney at Law

MPG/mbb  
815.ltrMeigs2

LAW OFFICES

**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**

ROGER V. WIEST  
ROBERT J. MUOLO  
DAVID D. NOON  
WILLIAM R. SWINEHART  
ROGER V. WIEST, II  
JAMES C. BATHGATE

P. O. BOX 791  
240-246 MARKET STREET  
SUNBURY, PENNSYLVANIA 17801  
AREA CODE 570  
286-7777  
286-8075 FAX

ASHLAND OFFICE  
875-3299

HERNDON OFFICE  
759-5544

E-MAIL  
attwiest@ptd.net

E-mail: [attwrs@ptd.net](mailto:attwrs@ptd.net)

October 23, 2013

Barb Silveti, Acting Prothonotary  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

RE: M-C Federal Credit Union vs. Christina M. Meigs

Dear Ms. Kline:

Attached hereto please find for filing the original and three copies of the Affidavits of Service in the above referenced matter. Please file the same and return time stamped copies to the undersigned in the enclosed self addressed stamped envelope.

Very truly yours,

WIEST, MUOLO, NOON, SWINEHART &  
BATHGATE



William R. Swinehart

WRS/hjd  
Enclosure  
Cc: Columbia County Sheriff

William R. Swinehart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381

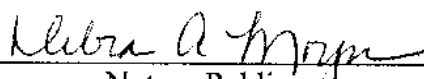
**AFFIDAVIT OF SERVICE**

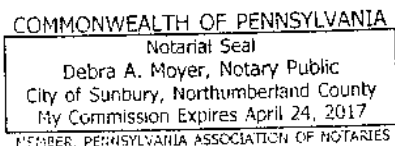
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF NORTHUMBERLAND :

William R. Swinehart, Esquire being duly sworn according to law, deposes and says that in accordance with Pa.R.C.P. 3129.2 he served the *Notice of Sheriff's Sale and Affidavit Pursuant to Rule 3129.1* upon those persons and entities named therein by First Class, United States mail, postage prepaid, as is set forth on the attached U.S. Postal Service Form 3877 Certificate of Mailing, which is attached hereto, made a part hereof and designated as Exhibit "A".

  
William R. Swinehart, Esquire

Sworn to and subscribed  
before me this 24th  
day of October, 2013.

  
Notary Public



**EXHIBIT “A”**



Name and Address of Sender

WEST, MUOLO, NOON & SWINCHART  
240-246 MARKET STREET  
P.O. BOX 791  
SUNBURY, PENNSYLVANIA 17801

Article Number

1.

Christina M. Meigs  
167 S. 4<sup>th</sup> Street  
Columbia, PA 17512

M-C Federal Credit Union  
230 Walnut Street  
P.O. Box 329  
Danville, PA 17821

The Benton Municipal Water and Sewer Authority  
c/o Michael P. Gregorowicz, Esquire, Solicitor  
401 South Market Street  
Bloomsburg, PA 17815

The Benton Municipal Water and Sewer Authority  
P.O. Box 516  
Benton, PA 17814

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured
- ☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Addressee (Name, Street, City, State, & ZIP Code)

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

PaSCDU  
P.O. Box 69110  
Harrisburg, PA 17106

Columbia County Domestic Relations  
11 West Main Street  
Bloomsburg, PA 17815

Affix Stamp Here  
(If issued as a  
certificate of mailing  
or for additional  
copies of this bill)

Postmark and  
Date of Receipt

Fee

Hat  
Cr

Hasler

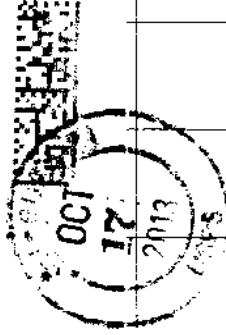
10/17/2013

US POSTAGE

\$03.02

ZIP 17801

011D19633690



Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

*He Kuber*

See Privacy Act Statement on Reverse

William R. Swinehart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381


**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF NORTHUMBERLAND :

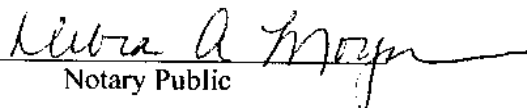
WILLIAM R. SWINEHART, ESQUIRE, being duly sworn according to law, deposes and says that he served a true and correct copy of Affidavit Pursuant to 3129.1 and Notice of Sheriff's Sale, by placing the same in the United States Mail, return receipt requested, postage pre-paid, at Sunbury, Pennsylvania, on October 17, 2013 and was received by the Defendant, Christina M. Meigs on October 18, 2013 addressed as follows:

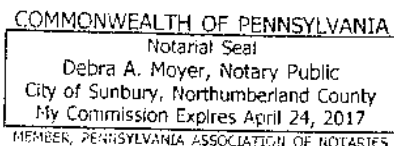
Christina M. Meigs  
167 S. 4<sup>th</sup> Street  
Columbia PA 17512

A true and correct copy of the return receipt card is attached hereto as Exhibit "A".

  
William R. Swinehart, Esquire

Sworn to and subscribed  
before me this 24th  
day of October, 2013.

  
Notary Public



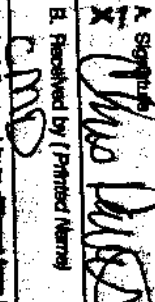
OF WHICH COMPLETE THE SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 2. Print your name and address on the reverse so that we can return this card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Christina M. Meigs  
 167 S. 4<sup>th</sup> Street  
 Columbia, PA 17512

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) C.M.D.		C. Date of Delivery 10/18
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number **7009 2420 0000 8100 7141**

(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102596-02-00-1540

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SHERIFF'S RETURN OF SERVICE

10/10/2013 03:10 PM - DEPUTY MARTIN BOUDMAN, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 125 NORTH STREET, BENTON, PA 17814

  
MARTIN BOUDMAN, DEPUTY

SO ANSWERS,

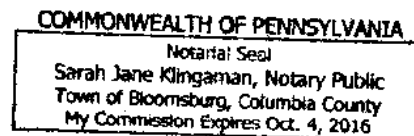
  
TIMOTHY T. CHAMBERLAIN, SHERIFF

October 11, 2013

NOTARY

Affirmed and subscribed to before me this

11TH day of OCTOBER, 2013





Plaintiff Attorney: M-C FEDERAL CREDIT UNION, 599 EAST 7TH STREET, BLOOMSBURG, PA 17815

# SHERIFF'S OFFICE OF LANCASTER COUNTY

Mark S. Reese  
Sheriff



Brad Harris  
Solicitor

Marc Lancaster  
Chief Deputy

Charles Hamilton  
Lieutenant

MC FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SHERIFF'S RETURN OF SERVICE


10/08/2013 10:15 AM - SERVED THE NOTICE OF SHERIFF SALE BY HANDING A COPY TO CHELSEA MEIGS (DAUGHTER), WHO ACCEPTED AS "ADULT PERSON IN CHARGE" FOR CHRISTINA M MEIGS AT 167 SOUTH 4TH STREET, COLUMBIA, PA 17512. SO ANSWERS: DEPUTY LUIS SANTIAGO, DEPUTY SHERIFF OF LANCASTER COUNTY, PA.

  
LUIS SANTIAGO, DEPUTY

SHERIFF COST: \$73.79

SO ANSWERS,

October 09, 2013

  
MARK S. REESE, SHERIFF

		COSTS			
DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
09/25/2013	Advance Fee	Advance Fee	6274	\$0.00	\$150.00
09/25/2013	Receiving, Docketing & Return			\$9.00	\$0.00
09/25/2013	Service			\$9.00	\$0.00
09/25/2013	Affidavit			\$2.50	\$0.00
09/25/2013	Deputy Time			\$10.00	\$0.00
09/25/2013	Copies			\$6.00	\$0.00
09/27/2013	Service Mileage			\$12.43	\$0.00
10/03/2013	Service Mileage			\$12.43	\$0.00
10/08/2013	Service Mileage			\$12.43	\$0.00
10/09/2013	Refund			\$76.21	\$0.00
				\$150.00	\$150.00
BALANCE:				\$0.00	

# SHERIFF'S OFFICE OF LANCASTER COUNTY

Mark S. Reese  
Sheriff



Brad Harris  
Solicitor

Marc Lancaster  
Chief Deputy

Charles Hamilton  
Lieutenant

MC FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## DEPOSIT RECEIPT

Printed: 10/9/2013 8:20:43AM

Receipt No: 5589

Date: 09/25/2013

Type: Civil Action

Paid By: COLUMBIA COUNTY SHERIFF'S OFFICE

<u>Check No:</u>	<u>Check Date:</u>	<u>Description:</u>	<u>Deposit Amount:</u>
6274	09/23/2013	Advance Fee	\$150.00

Mail To: COLUMBIA COUNTY SHERIFF'S OFFICE

Origin: Foreign County Columbia

Received by: YT

Lancaster County Sheriff, Lancaster, Pennsylvania, 17608, (717) 299-8200, (717) 295-3656 (fax)

Lancaster County Sheriff's Office

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

**Category:** Real Estate Sale - Sale Notice **Zone:**  
**Manner:** < Not Specified > **Expires:** 10/23/2013 **Warrant:**  
**Notes:** PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

**Name:** CHRISTINA M MEIGS  
**Primary Address:** 167 SOUTH 4TH STREET  
COLUMBIA, PA 17512  
**Phone:** **DOB:**  
**Alternate Address:**  
**Phone:**

### Final Service:

**Served:** Personally · Adult In Charge · Posted · Other  
**Adult In Charge:**  
**Relation:**  
**Date:** **Time:**  
**Deputy:** **Mileage:**

### Attorney / Originator:

**Name:** M-C FEDERAL CREDIT UNION **Phone:**

### Service Attempts:

Date:	Time:	Mileage:	Deputy:

### Notes / Special Instructions:

Now, September 23, 2013 I, Sheriff of Columbia County, Pennsylvania do hereby deputize the Sheriff of Lancaster County to execute service of the documents herewith and make return thereof according to law.

### Return To:

COLUMBIA COUNTY SHERIFF'S OFFICE  
P.O. BOX 380  
BLOOMSBURG, PA 17815

*Timothy T. Chamberlain*  
TIMOTHY T. CHAMBERLAIN, SHERIFF

MEIGS, CHRISTINA M

2013CV381

167 SOUTH 4TH STREET, COLUMBIA, PA 17512

EXP: 10/23/2013

# SHERIFF OFFICE OF LANCASTER COUNTY

Mark S. Reese  
Sheriff



Brad Harris  
Solicitor

Marc Lancaster  
Chief Deputy

Charles Hamilton  
Lieutenant

MC FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

**Service Details:** **Origin:** Columbia County

**Category:** Civil Action - Notice of Sheriff Sale

**Zone:**

**Manner:** Adult in Charge

**Expires:** 10/23/2013

**Warrant:**

**Notes:** LCSO CLERK: YVETTE TURCO (717) 723-4519  
MISC

**Serve To:**

**Name:** CHRISTINA M MEIGS

**Primary Address:** 167 SOUTH 4TH STREET  
COLUMBIA, PA 17512

**Phone:**

**DOB:**

**Alternate Address:**

**Phone:**

**Final Service:**

**Served:** Personally · Adult In Charge · Posted · Other

**Adult In Charge:**

**Relation:**

**Date:**

**Time:**

**Deputy:**

**Mileage:**

**Attorney / Originator:**

**Name:** COLUMBIA COUNTY SHERIFF'S OFFICE

**Phone:**

**Service Attempts:**

<b>Date:</b>	9/27/13	10/3/13	10/8/13			
<b>Time:</b>	X	X	X			
<b>Mileage:</b>	22	22	22			
<b>Deputy:</b>	MAH	MAH	LAS/MAH			

**Service Attempt Notes:**

1. CHELSEA MEIGS (DAUGHTER)

2.

3.

4.

5.

6.

MEIGS, CHRISTINA M

2013CV381

167 SOUTH 4TH STREET, COLUMBIA, PA 17512

EXP: 10/23/2013



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



**SHERIFF'S OFFICE**

LANCASTER COUNTY, PENNSYLVANIA  
50 N. DUKE STREET, LANCASTER, PA 17602  
TELEPHONE: (717) 299-8200  
MARK S. REESE, SHERIFF

**Fulton Bank**

LANCASTER, PA 17604  
60-142/313

5641

DATE

09 Oct 2013

PAY TO THE  
ORDER OF

COLUMBIA COUNTY SHERIFF'S OFFICE

\$ 76.21

SEVENTY-SIX AND 21 / 100 \*\*\* DOLLARS

COLUMBIA COUNTY SHERIFF'S OFFICE

ESCROW ACCOUNT

*Mark S. Reese*



MEMO

VOID AFTER 60 DAYS

⑈005641⑈ ⑆031301422⑆ 0150 56368⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: SHERIFF'S SALE BILL

### Serve To:

Name: (POSTING)

Primary Address: 125 NORTH STREET  
BENTON, PA 17814

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge: 125 North Street

Relation: front door

Date: 10/10/13 Time: 15:10

Deputy: #16 Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

(POSTING)

2013CV381

125 NORTH STREET, BENTON, PA 17814

EXP: 10/23/2013

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

DATE:23-SEP-13

FEE:\$5.00

CERT. NO16558

MEIGS CHRISTINA M  
167 S FOURTH STREET  
COLUMBIA PA 17512

DISTRICT: BENTON BORO  
DEED  
LOCATION: 125 NORTH ST BENTON  
PARCEL: 02 -01 -155-00,000

YEAR	BILL ROLL	AMOUNT	-----PENDING----- INTEREST	COSTS	TOTAL AMOUNT DUE
2010	PRIM	0.00	0.00	0.00	0.00
2012	PRIM	0.00	0.00	0.00	0.00
2011	PRIM	0.00	0.00	0.00	0.00
TOTAL DUE :					\$0.00

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: September,2013

THIS IS TO CERTIFY THAT,ACCORDING TO OUR RECORDS,TAX LIENS AS OF  
DECEMBER 31, 2012

REQUESTED BY: Columbia County Sheriff dm.

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: BENTON MUNICIPAL WATER SEWER AUT

Primary Address: C/O MICHAEL GREGOROWICZ, ESQ.  
401 MARKET STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge: Edna Gregorowicz

Relation: Secretary

Date: 9/24/13 Time: 12:40

Deputy: 17 Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

BENTON MUNICIPAL WATER SEWER AUTHORITY

2013CV381

C/O MICHAEL GREGOROWICZ, ESQ., 401 MARKET STREET EXP: 10/23/2013

*Law Offices of*  
**KREISHER AND GREGOROWICZ**  
401 SOUTH MARKET STREET  
BLOOMSBURG, PENNSYLVANIA 17815  
(570) 784-5211  
www.columbiacountylaw.com

WILLIAM S. KREISHER  
MICHAEL P. GREGOROWICZ  
MARIANNE E. KREISHER, CELA\*

HON. C. E. KREISHER (1874-1941)  
HON. C. W. KREISHER (1908-1984)

JOHN H. FLICK  
MARISSA B. MARSHALL

FAX (570) 387-1477

September 23, 2013

Columbia County Sheriff's Office  
Attn: Timothy T. Chamberlain  
Columbia County Courthouse  
P O Box 380  
Bloomsburg Pa 17815

IN RE: M-C Federal Credit Union  
vs. Christina Meigs  
No. 2013-CV-381

Dear Tim:

Please be advised that I represent the Benton Municipal Water and Sewer Authority. In regard to the Sheriff's Sale scheduled for November 20, 2013 at 9AM in connection with the above referenced matter, the outstanding balance due as of August 29, 2013 is \$1,456.80. The Authority has a municipal lien No ML-1-2009 on the property. I will notify your office in November with a current amount.

Thank you for your attention in this matter.

Very truly yours,

KREISHER AND GREGOROWICZ



Michael P. Gregorowicz  
Attorney at Law

MPG/jeb  
cc: Kay Yankovich via email  
815.ltrMeigs

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: Carolyn S. Remley

Primary Address: PO Box 270  
Benton, PA 17814

Phone: 570-925-2432

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge: Carolyn S. Remley

Relation: Tax Collector

Date: 9-23-13 Time: 1450

Deputy: 16 Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

REMLEY, CAROLYN S.

2013CV381

PO BOX 270, BENTON, PA 17814

EXP: 10/23/2013

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: BENTON MUNICIPAL WATER & SEWER AL

Primary Address: 3RD STREET  
BENTON, PA 17814

Phone: DOB:

Alternate Address: 150 COLLEY STREET  
BENTON, PA 17814

Phone:

### Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge:

Relation:

Date:

Time:

Deputy:

Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

BENTON MUNICIPAL WATER

2013CV381

3RD STREET, BENTON, PA 17814

EXP: 10/23/2013

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: Columbia County Tax Office

Primary Address: PO Box 380

Bloomsburg, PA 17815

Phone: 570-389-5649

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge:

Stephanie Yutko

Relation:

Clerk

Date:

9/23/13

Time:

12:25

Deputy:

17

Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

COLUMBIA COUNTY TAX C

2013CV381

PO BOX 380, BLOOMSBURG, PA 17815

EXP: 10/23/2013



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



M-C FEDERAL CREDIT UNION  
vs.  
CHRISTINA M MEIGS

Case Number  
2013CV381

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone:

Manner: < Not Specified >

Expires: 10/23/2013

Warrant:

Notes: PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: Domestic Relations Office of Columbia Col

Primary Address: 11 WEST MAIN STREET  
2ND FLOOR  
Bloomsburg, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Laura Krenser

Relation: Receptionist

Date: 9/23/13

Time: 12:30

Deputy: 17

Mileage:

### Attorney / Originator:

Name: M-C FEDERAL CREDIT UNION

Phone:

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

DOMESTIC RELATIONS OF

2013CV381

11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P EXP: 10/23/2013

## Document Receipt

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Trans #	984	Carrier / service:	USPS Server	First-Class Mail®	9/23/2013 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking # 71901140006000009857

Doc Ref # 154CD2013

Postage 4.8100

PHILADELPHIA PA 19106

## Document Receipt

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Trans #	983	Carrier / service:	USPS Server	First-Class Mail®	9/23/2013 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS  
ADMINISTRATION900 MARKET STREET 5TH FLOOR  
ROBERT N. C. NIX FEDERAL BUILDING

Tracking #: 719011400060000000009840

Doc Ref #: 154ED2013

Postage 4.8100

PHILADELPHIA PA 19107

## Document Receipt

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Trans #	982	Carrier / service	USPS Server	First-Class Mail®	9/23/2013 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking # 71901140036000009833

Doc Ref # 154ED2013

Postage 4 8100

HARRISBURG PA 17105

## Document Receipt

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Trans #	981	Carrier / service:	USPS Server	First-Class Mail®	9/23/2013 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 7190114000600009826

Doc Ref #: 154ED2013

Postage 4.8100

HARRISBURG PA 17128

## Document Receipt

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Trans #	980	Carrier / service:	USPS Server	First-Class Mail®	9/23/2013 12:00:00 AM
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Ship to:

PASCDU

PO BOX 69110

Tracking #: 71501143006200009819

Doc Ref #: 154ED2013

Postage 4.6100

HARRISBURG PA 17106

William R. Swinehart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381

151

**AFFIDAVIT PURSUANT TO RULE 3129.1**

M-C Federal Credit Union, Plaintiff in the above action, sets forth as of the date of filing of the Praecipe for Writ of Execution, the following information concerning the real property described in the attached Exhibit "A":

1. Name and address of owners or reputed owners:  
  
Christina M. Meigs  
167 S. 4<sup>th</sup> Street  
Columbia, PA 17512
2. Name and address of Defendant(s) in the judgment:  
  
Christina M. Meigs  
167 S. 4th Street  
Columbia, PA 17512
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
  
M-C Federal Credit Union  
230 Walnut Street  
P.O. Box 329  
Danville, PA 17821
4. Name and address of the last recorded holder of every mortgage of record:  
  
M-C Federal Credit Union  
230 Walnut Street  
P.O. Box 329  
Danville, PA 17821

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

The Benton Municipal Water and Sewer Authority  
c/o Michael P. Gregorowicz, Esquire, Solicitor  
401 South Market Street  
Bloomsburg, PA 17815

The Benton Municipal Water and Sewer Authority  
P.O. Box 516  
Benton, PA 17814

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

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

PaSCDU  
P.O. Box 69110  
Harrisburg, PA 17106

Columbia County Domestic Relations  
11 West Main Street  
Bloomsburg, PA 17815

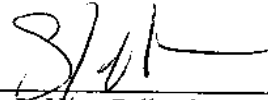
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE



**VERIFICATION**

I verify that the statements made in this Affidavit are true and correct. I understand that false statements are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'S/LeVan', is written over a horizontal line.

Suzanne L. LeVan, Collection Manager  
M-C Federal Credit Union

**EXHIBIT "A"**

**Property Description**

**ALL THAT CERTAIN**, messuage, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a pots corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning.

**CONTAINING** 10,010 square feet of land on which are erected a two story frame dwelling house, barn and out-buildings.

**TAX PARCEL NUMBER: 02-01-15500**

**BEING THE SAME PREMISES** which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2013CV381

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

**WEDNESDAY, NOVEMBER 20, 2013**  
**AT 9:00 O'CLOCK A.M.**

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

---

ALL THAT CERTAIN, messuage, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a post corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning. CONTAINING 10,010 square feet of land on which are erected a two story frame dwelling house, barn and out-buildings.

TAX PARCEL NUMBER: 02-01-15500

BEING THE SAME PREMISES which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.

PROPERTY ADDRESS: 125 NORTH STREET, BENTON, PA 17814

UPI / TAX PARCEL NUMBER: 02-01-155

Seized and taken into execution to be sold as the property of CHRISTINA M MEIGS in suit of M-C FEDERAL CREDIT UNION.

---

**TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE:** The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale. **REMAINING BALANCE OF BID PRICE:** Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check. **IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.** If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the plaintiff.

Attorney for the Plaintiff:  
M-C FEDERAL CREDIT UNION  
BLOOMSBURG, PA

**TIMOTHY T. CHAMBERLAIN, Sheriff**  
COLUMBIA COUNTY, Pennsylvania

# REAL ESTATE OUTLINE

ED # 154-13

DATE RECEIVED 9-25-13  
DOCKET AND INDEX 1-27-13

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<input checked="" type="checkbox"/>	
COPY OF DESCRIPTION	<input checked="" type="checkbox"/>	
WHEREABOUTS OF LKA	<input checked="" type="checkbox"/>	
NON-MILITARY AFFIDAVIT	<input checked="" type="checkbox"/>	
NOTICES OF SHERIFF SALE	<input checked="" type="checkbox"/>	
WAIVER OF WATCHMAN	<input type="checkbox"/>	
AFFIDAVIT OF LIENS LIST	<input checked="" type="checkbox"/>	
CHECK FOR \$1,350.00 OR _____	<input checked="" type="checkbox"/>	CK# <u>201057</u>

**\*\*IF ANY OF ABOVE IS MISSING DO NOT PROCEED\*\***

SALE DATE	<u>Aug 26, 13</u>	TIME <u>9:00</u>
POSTING DATE	<u>Oct 10, 13</u>	
ADV. DATES FOR NEWSPAPER	1 <sup>ST</sup> WEEK	<u>Oct. 30</u>
	2 <sup>ND</sup> WEEK	<u>Nov. 5</u>
	3 <sup>RD</sup> WEEK	<u>Nov. 13</u>

William R. Swinehart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,  
Plaintiff

vs.

CHRISTINA M. MEIGS,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF 26<sup>th</sup> JUDICIAL DISTRICT OF PA  
: COLUMBIA COUNTY BRANCH

:  
: CIVIL ACTION-LAW

:  
: NO. 2013-CV-381

2013-ED-154  
**WRIT OF EXECUTION**

Commonwealth of Pennsylvania  
County of Columbia

To the Sheriff of Columbia County, Pennsylvania:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property described and attached hereto as Exhibit "A".

Principal	\$42,198.01*
Interest to 9/4/13	\$ 1,038.76
Late charges to 9/4/12	\$ 40.00
Attorney's Collection Fee (as per terms of Note & Mortgage)	\$ <u>4,000.00*</u>

**TOTAL DUE** **\$47,276.77** plus interest as it accrues thereon  
at the rate of \$5.4915 per day, attorney's fees and costs and for foreclosure and sale of the  
mortgaged property.

\* Includes \$6,304.08 in real estate taxes due for 2010, 2011 and 2012.

Barbara N. Silvestri /KPB/  
PROTHONOTARY

Dated 9-23-13  
(SEAL)

Prothonotary Clerk of the Courts  
Notary Public for the County of Columbia, PA

## **EXHIBIT "A"**

### **Property Description**

**ALL THAT CERTAIN**, messuage, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a pots corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning.

**CONTAINING** 10,010 square feet of land on which are erected a two story frame dwelling house, barn and out-buildings.

**TAX PARCEL NUMBER: 02-01-15500**

**BEING THE SAME PREMISES** which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.

William R. Swinehart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,  
Plaintiff

vs.

CHRISTINA M. MEIGS,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF 26<sup>th</sup> JUDICIAL DISTRICT OF PA  
: COLUMBIA COUNTY BRANCH

:  
: CIVIL ACTION-LAW

:  
: NO. 2013-CV-381

2013-ED-154

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania  
County of Columbia

To the Sheriff of Columbia County, Pennsylvania:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property described and attached hereto as Exhibit "A".

Principal	\$42,198.01*
Interest to 9/4/13	\$ 1,038.76
Late charges to 9/4/12	\$ 40.00
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**TOTAL DUE** **\$47,276.77** plus interest as it accrues thereon  
at the rate of \$5.4915 per day, attorney's fees and costs and for foreclosure and sale of the  
mortgaged property.

\* Includes \$6,304.08 in real estate taxes due for 2010, 2011 and 2012.

*Barbara N. Silvestri* (KAB)  
PROTHONOTARY

Dated 9-23-13  
(SEAL)

Prothonotary & Clerk of Sec. Courts  
Columbia County, PA  
2013

**EXHIBIT "A"**

**Property Description**

**ALL THAT CERTAIN**, messuage, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a pots corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning.

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**TAX PARCEL NUMBER: 02-01-15500**

**BEING THE SAME PREMISES** which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.



William R. Swinchart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381

**NOTICE OF SALE**  
**SHERIFF'S SALE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Columbia County, to the Sheriff directed, there will be exposed at public sale at the Sheriff's Office at 35 West Main Street, Bloomsburg, Columbia County, Pennsylvania, at \_\_\_\_\_ .m., on \_\_\_\_\_, the following property to wit: All that certain piece or parcel of property located in Borough of Benton, Columbia County, Pennsylvania, municipally known as 125 North Street, Benton, Pennsylvania being more particularly described in the Deed dated January 9, 2001, and recorded January 12, 2001 in the Office of the Recorder of Deeds in and for Columbia County to Instrument Number 200100352 as is more particularly described in the attached description.

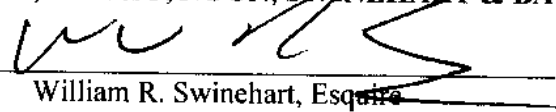
Seized taken in execution and to be sold as the property of Christina M. Meigs, by Chad Reiner, Sheriff.

**NOTICE** is hereby given that any claims to the above-described property shall be filed with the Sheriff before sale and all claims to the proceeds shall be filed before distribution. A schedule of distribution will be filed by the Sheriff within thirty (30) days after sale of the real property. Distribution will be made in accordance with that schedule unless exceptions are filed hereto within ten (10) days after the filing of the schedule.

Respectfully submitted,

**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**

BY:



William R. Swinehart, Esquire  
240-246 Market Street, P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
(570) 286-8075 (fax)  
attwrs@ptd.net  
Attorney for Plaintiff

**EXHIBIT "A"**

**Property Description**

**ALL THAT CERTAIN**, messuage, piece, parcel or lot of land situate in the Borough of Benton, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a post corner on North Street of said Borough and running thence by a lot now or late of Mary E. McHenry, north 24 degrees, 50 minutes east, 182 feet to a post corner on an alley, thence by said alley south 55 degrees 10 minutes east 55 feet to a pots corner of lot now or late of Mary E. McHenry, thence along said McHenry lot south 24 degrees 50 minutes west 182 feet to a post corner, on said North Street, thence along said North Street 55 degrees 10 minutes west, 55 feet to the place of beginning.

**CONTAINING** 10,010 square feet of land on which are erected a two story frame dwelling house, barn and out-buildings.

**TAX PARCEL NUMBER: 02-01-15500**

**BEING THE SAME PREMISES** which PATRICIA A. MEIGS, widow by her Deed dated January 9, 2001, and recorded on January 12, 2001 to Instrument Number 200100352 granted and conveyed unto CHRISTINA M. MEIGS.

William R. Swinchart, Esquire  
**WIEST, MUOLO, NOON, SWINEHART & BATHGATE**  
Attorney I.D. #55806  
240-246 Market Street  
P.O. Box 791  
Sunbury, PA 17801  
(570) 286-7777  
Attorney for Plaintiff

M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381

**AFFIDAVIT PURSUANT TO RULE 3129.1**

M-C Federal Credit Union, Plaintiff in the above action, sets forth as of the date of filing of the Praecipe for Writ of Execution, the following information concerning the real property described in the attached Exhibit "A":

1. Name and address of owners or reputed owners:  
  
Christina M. Meigs  
167 S. 4<sup>th</sup> Street  
Columbia, PA 17512
2. Name and address of Defendant(s) in the judgment:  
  
Christina M. Meigs  
167 S. 4th Street  
Columbia, PA 17512
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
  
M-C Federal Credit Union  
230 Walnut Street  
P.O. Box 329  
Danville, PA 17821
4. Name and address of the last recorded holder of every mortgage of record:  
  
M-C Federal Credit Union  
230 Walnut Street  
P.O. Box 329  
Danville, PA 17821

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

The Benton Municipal Water and Sewer Authority  
c/o Michael P. Gregorowicz, Esquire, Solicitor  
401 South Market Street  
Bloomsburg, PA 17815

The Benton Municipal Water and Sewer Authority  
P.O. Box 516  
Benton, PA 17814

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

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

PaSCDU  
P.O. Box 69110  
Harrisburg, PA 17106

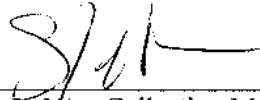
Columbia County Domestic Relations  
11 West Main Street  
Bloomsburg, PA 17815

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

NONE

**VERIFICATION**

I verify that the statements made in this Affidavit are true and correct. I understand that false statements are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'S/LeVan', is written over a horizontal line.

Suzanne L. LeVan, Collection Manager  
M-C Federal Credit Union

**EXHIBIT "A"**

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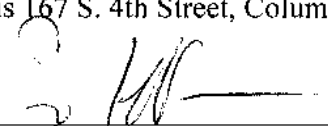
William R. Swinehart, Esquire  
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M-C FEDERAL CREDIT UNION,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF 26 <sup>th</sup> JUDICIAL DISTRICT OF PA
	:	COLUMBIA COUNTY BRANCH
vs.	:	
	:	CIVIL ACTION-LAW
CHRISTINA M. MEIGS,	:	
Defendant	:	NO. 2013-CV-381

**AFFIDAVIT OF NON-MILITARY SERVICE**

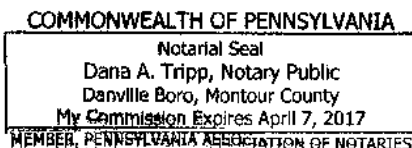
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF MONTOUR :

Suzanne L. LeVan, being duly sworn according to law, deposes and says that she is the Collections Manager of M-C Federal Credit Union, Plaintiff, in the above-captioned matter; and that, as such, is authorized to make this Affidavit on its behalf; and, that to the best of her knowledge, information and belief, the Defendants above-named are not in the military or naval service of the United States of America or any State or Territory thereof; and that the last known address of the Defendant , Christina M. Meigs, is 167 S. 4th Street, Columbia, PA 17512.

  
\_\_\_\_\_  
Suzanne L. LeVan, Collections Manager  
M-C Federal Credit Union

Sworn to and subscribed  
before me this 3rd  
day of September, 2013.

  
\_\_\_\_\_  
Notary Public







## Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: MEIGS

First Name:

Middle Name:

Active Duty Status As Of: Sep-12-2013

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: K4I908A8Q0CAU40

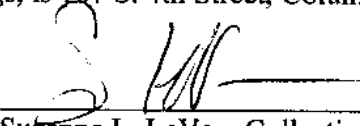
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	:	COLUMBIA COUNTY BRANCH
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**AFFIDAVIT OF NON-MILITARY SERVICE**

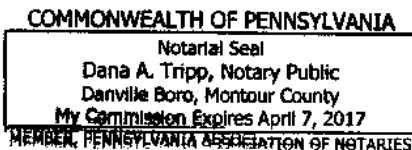
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
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Suzanne L. LeVan, being duly sworn according to law, deposes and says that she is the Collections Manager of M-C Federal Credit Union, Plaintiff, in the above-captioned matter; and that, as such, is authorized to make this Affidavit on its behalf; and, that to the best of her knowledge, information and belief, the Defendants above-named are not in the military or naval service of the United States of America or any State or Territory thereof; and that the last known address of the Defendant , Christina M. Meigs, is 167 S. 4th Street, Columbia, PA 17512.

  
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Sworn to and subscribed  
before me this 3rd  
day of September, 2013.

  
Notary Public





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First Name:

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*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director

Department of Defense - Manpower Data Center

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M-C FEDERAL CREDIT UNION

P.O. BOX 329

DANVILLE, PA 17821

www.mcfcu.org

1-800-834-0082 Fax: 570-275-4176

No. 201057

60-8571  
2313

09/05/13

\$1,350.00

VOID AFTER 60 DAYS

*James M. Baleswick*  
AUTHORIZED SIGNATURE

\*\*\* ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00 \*\*\*  
\*\*\* CENTS \*\*\*

PAY EXACTLY **1,350 Dollars 00 cents**

\*COLUMBIA COUNTY SHERIFF\*

35 W MAIN ST

BLOOMSBURG PA 17815

TO  
THE  
ORDER  
OF

⑈ 201057⑈ ⑆ 231385714⑆ ⑈ 90000007⑈ 78