

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

AMERICAN GENERAL CONS DIS CO VS JONATHAN MUSSELMAN

NO. 101-2015 ED NO. 396-2011 JD

DATE/TIME OF SALE: JANUARY 27, 2016 @ 9:00 AM

BID PRICE (INCLUDES COST) \$ 5288.48

POUNDAGE - 2% OF BID \$ 105.77

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

TOTAL AMOUNT NEEDED TO PURCHASE \$ 5394.25

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): Jonathan Musselman

TOTAL DUE: \$ 5394.25

LESS DEPOSIT: \$ 1350.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 4044.25

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



Plaintiff

AMERICAN GENERAL CONSUMER
DISCOUNT COMPANY
SPRINGLEAF FINANCIAL SERVICES OF
PENNSYLVANIA INC

vs.

Defendant

JONATHAN C MUSSELMAN

Attorney for the Plaintiff:

FOX AND FOX ATTORNEYS AT LAW, P.C.
425 SWEDE STREET
ONE MONTGOMERY PLAZA, SUITE 706
NORRISTOWN, PA 19401

Sheriff's Sale Date: Wednesday, January 27, 2016

Writ of Execution No. : 2011CV396

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 607 MAPLE STREET, BERWICK, PA 18603

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	\$90.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,069.35
Prothonotary Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$100.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$285.00
Service Mileage	\$24.00
Distribution Form	\$25.00
Copies	\$9.50
Notary Fee	\$10.00
Tax Claim Search	\$5.00
Surcharge	\$200.00

Total Sheriff Costs \$2,125.35

Municipal Costs

Sewer	\$3,096.13
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Total Municipal Costs \$3,096.13

Distribution Costs

Recording Fees	\$67.00
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Total Distribution Costs \$67.00

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

Location of the real estate: 607 MAPLE STREET, BERWICK, PA 18603

Grand Total:

\$5,288.48

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

SHERIFF'S SALE COST SHEET

VS. Musselman
 NO. _____ ED NO. _____ JD DATE/TIME OF SALE _____

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>285.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>90.00</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>24.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>9.50</u>
NOTARY	\$ <u>10.00</u>
TOTAL ***** \$ <u>591.00</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1069.35</u>
SOLICITOR'S SERVICES	\$75.00 <u>100.00</u>
TOTAL ***** \$ <u>1339.35</u>	

PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	\$ <u>67.00</u>
TOTAL ***** \$ <u>77.00</u>	

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

MUNICIPAL FEES DUE:	
SEWER 20	\$ <u>3096.13</u>
WATER 20	\$ _____
TOTAL ***** \$ <u>3096.13</u>	

SURCHARGE FEE (DSTE)	\$ <u>200.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>-0-</u>	

TOTAL COSTS (OPENING BID) \$ 5288.48

1350

**FOX AND FOX
ATTORNEYS AT LAW, P.C.**

IOLTA ACCOUNT
425 SWEDE STREET
ONE MONTGOMERY PLAZA, SUITE 706
NORRISTOWN, PA 19401
(610) 275-7990

PNC BANK, N.A.
PHILADELPHIA, PA 020

3-5/310

DATE

NUMBER

AMOUNT

06/27/2016

10449

**\$4,044.25

*** FOUR THOUSAND FORTY-FOUR & 25/100 DOLLARS

PAY

TO THE
ORDER OF

Sheriff of Columbia County

Sheriff Sale re: Musselman



AUTHORIZED SIGNATURE

Security features. Details on back.

⑈010449⑈ ⑆031000053⑆ 8620847022⑈

FOX AND FOX
ATTORNEYS AT LAW, P.C.
425 SWEDE STREET
SUITE 706
ONE MONTGOMERY PLAZA
NORRISTOWN, PA 19401-4825

(610) 275-7990
Fax (610) 275-2866
www.foxandfoxlaw.com
info@foxandfoxlaw.com

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PETER H. THOMAS²
JOSEPH B. WASSEL³*
BENJAMIN E. WITMER⁴#
JESSICA A. MILLER¹*
W. FRANK JOHNSON, JR.²

LEON H. FOX
1901-1982

JAMES P. FOX
1936-1999

SHIRLEE ANN MILLER
ESTATE PARALEGAL

¹ ADMITTED TO PENNSYLVANIA BAR
* ADMITTED TO NEW JERSEY BAR ALSO
+ ADMITTED TO FLORIDA BAR ALSO
MASTERS IN BUSINESS ADMINISTRATION

June 27, 2016

VIA FEDERAL EXPRESS

Sheriff of Columbia County
35 West Main Street
P.O. Box 360
Bloomsburg, PA 17815

Attn: Real Estate Division

**Re: Springleaf Financial Services of Pennsylvania, Inc.
f/k/a American General Consumer Discount Company
v. Jonathan C. Musselman
Docket No. 2011-cv-396
Our File No. 10890.01**

Dear Sir/Madam:

As your records will reflect, the above property was sold back to the attorney on the Writ back on January 27, 2016. Due to an Assignment of the Note and Mortgage, my payment of the outstanding Sheriff's costs of \$4,044.25 was delayed. I am now enclosing a check payable to the Columbia County Sheriff, the applicable cost sheet and related documentation provided by your office and the original and two copies of a Statement of Value form for processing. Upon receipt of this documentation and the payment, I presume that your office will finalize the preparation of the Deed, noting that the mortgage should be made payable to DLJ Mortgage Capital, Inc. in accordance with the Assignment attached to this Statement of Value form. Thank you in advance for your kind attention in this matter. Thank you.

Sincerely,



Benjamin E. Witmer

/abm
Enclosure



pennsylvania
DEPARTMENT OF REVENUE

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name Benjamin E. Witmer, Esquire		Telephone Number: (610) 275-7990	
Mailing Address 706 One Montgomery Plaza		City Norristown	State PA
		ZIP Code 19401	

B. TRANSFER DATA

Date of Acceptance of Document / /			
Grantor(s)/Lessor(s) Columbia County Sheriff	Telephone Number: (570) 389-5622	Grantee(s)/Lessee(s) DLJ Mortgage Capital, Inc.	Telephone Number:
Mailing Address 35 W. Main Street		Mailing Address 3217 S. Decker Lake Drive	
City Bloomsburg	State PA	ZIP Code 17815	
City Salt Lake City	State UT	ZIP Code 84119	

C. REAL ESTATE LOCATION

Street Address 607 Maple Street		City, Township, Borough Berwick
County Columbia	School District Berwick Area School District	Tax Parcel Number 04B-904-203

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 5,288.48	2. Other Consideration +	3. Total Consideration = 5,288.48
4. County Assessed Value 28,632.00	5. Common Level Ratio Factor x 3.6	6. Fair Market Value = 103,075.20

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 103,075.20	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
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2. 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

Benjamin E. Witmer

2/3/16

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

2011-01-06 11:35

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570-743-2042 >> AGFRFRM17

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LOAN AGREEMENT AND DISCLOSURE STATEMENT

AMERICAN
GENERAL
FINANCIAL SERVICES

DATE 12/26/07	ACCOUNT NUMBER	TYPE OF LOAN (Alpha) F00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")		LENDER'S TELEPHONE NUMBER 570-743-2038
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 30 BALDWIN BLVD STE 90 SHAMOKIN DAM, PA 17876-9520		
BORROWER(S) NAME AND ADDRESS ("I", "We")		
JONATHAN C MUSSELMAN 607 MAPLE ST BERWICK, PA 18603		

I will read this entire Loan Agreement and Disclosure Statement ("Agreement") and all related documents carefully. If I have any questions, I will ask them before I sign any of these documents. By signing, I am indicating my agreement to the statements, promises, terms, and conditions contained in the documents I sign.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
12.47 %	\$ 56196.66	\$ 46247.75	\$ 102444.41

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 584.46	02/01/08
179	\$ 569.05	monthly beginning 03/01/08

LATE CHARGE: ☒ If any payment is not paid in full within 15 days after its due date, I will be charged 10.00 % of the unpaid amount of the payment, but not more than \$ N/A or less than \$ 20.00.

☐ If any payment is not paid in full within _____ days after its due date, I will be charged \$ _____ if the entire scheduled payment exceeds \$ _____ or \$ _____ if the entire scheduled payment is \$ _____ or less.

PREPAYMENT: If I pay off early:

☐ I may ☒ I will not have to pay a penalty or minimum charge.
☐ I may ☒ I will not get a refund or credit of part of the finance charge.

SECURITY: I am giving Lender a security interest in:

☒ Real estate located at: 607 MAPLE ST
BERWICK, PA 18603

Year	Make	Model	Vehicle Identification No.

Other Assets Description

☐ Household items described on the Personal Property Appraisal Form, which I have signed and which has been delivered to me with this Agreement.

ASSUMPTION: Someone buying my home, if it secures this loan, may not assume the remainder of this loan on the original terms unless approved by Lender.

☐ My loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to me earlier.

See the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.

[Signature]
Borrower

Co-Borrower

SEE REVERSE SIDE FOR ADDITIONAL DISCLOSURES

2011-01-06 11:35

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ITEMIZATION OF AMOUNT FINANCED

Amounts paid to others on my behalf

1. \$ NONE		PAID TO
2. \$ NONE		PAID TO
3. \$ NONE		PAID TO
4. \$ NONE		PAID TO
5. \$ NONE		PAID TO
6. \$ 250.00	Title Examination Fee	PAID TO DATA SEARCH
7. \$ NONE		PAID TO
8. \$ 330.00	Appraisal Fee	PAID TO DATA SEARCH
9. \$ NONE		PAID TO
10. \$ NONE		PAID TO
11. \$ NONE		PAID TO
12. \$ NONE		PAID TO
13. \$ 552.75	Title Insurance Fee	PAID TO DATA SEARCH
14. \$ NONE		PAID TO
15. \$ NONE		PAID TO
16. \$ 95.00	Recording/Releasing Fees RE	PAID TO GOVERNMENT AGENCY
17. \$ NONE		PAID TO
18. \$ NONE		PAID TO
19. \$ NONE		PAID TO
20. \$ NONE		PAID TO
21. \$ 24284.25		PAID TO JONATHAN C MUSSELMAN & HOME EQ SERVICES
22. \$ 20715.75		PAID TO JONATHAN C MUSSELMAN & AMERICAN GENERAL
23. \$		PAID TO
24. \$		PAID TO
25. \$		PAID TO
26. \$		PAID TO
27. \$		PAID TO
28. \$		PAID TO
29. \$		PAID TO
30. \$		PAID TO
31. \$		PAID TO
32. \$		PAID TO
33. \$		PAID TO
34. \$		PAID TO
35. \$		PAID TO
36. \$		PAID TO
37. \$		PAID TO
38. \$		PAID TO
39. \$		PAID TO
40. \$		PAID TO
41. \$		PAID TO
42. \$		PAID TO
43. \$		PAID TO
44. \$		PAID TO
45. \$		PAID TO

Amount Paid on Prior Account with Lender

46. \$ NONE

Amounts Paid to me

47. \$	PAID TO
48. \$	PAID TO
49. \$	PAID TO
50. \$	PAID TO
51. \$	PAID TO
52. \$	PAID TO
53. \$	PAID TO
54. \$	PAID TO
55. \$	PAID TO
56. \$	PAID TO

\$ 46247.75 Amount Financed (Sum of lines 1 - 56)

\$ 2149.00 Prepaid Finance Charges (itemized below)

PREPAID FINANCE CHARGES

1. \$ 1350.00	Loan Origination Fee	PAID TO LENDER
2. \$ NONE		PAID TO
3. \$ NONE		PAID TO
4. \$ 740.00	Attorney Fee	PAID TO DATA SEARCH TROY SCOTT
5. \$ NONE		PAID TO
6. \$ NONE		PAID TO
7. \$ NONE		PAID TO
8. \$ NONE		PAID TO
9. \$ NONE		PAID TO
10. \$ NONE		PAID TO
11. \$ NONE		PAID TO
12. \$ NONE		PAID TO
13. \$ NONE		PAID TO
14. \$ NONE		PAID TO
15. \$ 59.00	Tax Service Fee	PAID TO ZC Sterling

SEE NEXT PAGE FOR IMPORTANT INFORMATION

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ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person—the arbitrator—instead of a judge or jury, to resolve the dispute. **TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("this Arbitration Agreement").**

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by **BINDING ARBITRATION** all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous retail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender, all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender; any third parties that assigned Retail Contracts or other agreements of Lender and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court to obtain such remedies (an "Excluded Collateral Lawsuit"). I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counter claim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$5,000.00 (including costs and attorneys' fees), provided that no other party such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed by either party, neither party can require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$5,000.00 from that claim, counterclaim, cross-claim, or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin, or foreclosure or by having filed any claims in court seeking to recover a total sum of \$5,000.00 or less.

ARBITRATION RULES AND PROCEDURES.

A. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the NAF Rules. If I lose my copy, Lender will give me another one if I ask for it. I may also consult my copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at www.arb-forum.com. In the event that I am unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the NAF for good cause, then Lender and I agree to submit all disputes to the American Arbitration Association ("AAA") for proceedings conducted pursuant to the AAA's Commercial Rules and Expedited Procedures. If there is a conflict between the rules of the NAF (or the AAA) and this Arbitration Agreement, this Arbitration Agreement will govern.

B. SELECTION OF ARBITRATOR. NAF maintains lists of approved arbitrators. NAF will provide Lender and me each a list of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

C. STARTING ARBITRATION. Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable opportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute, and why I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any other information relevant to Lender's claim or dispute; and give me a reasonable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the foregoing manner, either Lender or I can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA).

D. COSTS OF ARBITRATION. The NAF and AAA charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.

E. CONDUCT OF PROCEEDINGS. In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal Rules of Evidence, however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's decision, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS

2011-01-06 11:35

AGFS 1542 Shamokin

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ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con'd)

F. ENFORCEMENT AND APPEAL OF DECISION. The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF or AAA, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

G. LIMITATION OF PROCEEDINGS. Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim.

H. LIMITATION OF ARBITRATOR'S AUTHORITY. The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal law regarding the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.

I. LOCATION OF THE ARBITRATION. The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.

J. ENFORCEMENT IN COURT. Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.

K. FORUM SELECTION CLAUSE. If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that may not be arbitrable under this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county where Lender's office is located or where I sign this Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location. Nothing in this paragraph shall prevent either Lender or me from enforcing its or my rights under this Arbitration Agreement if the Covered Claim is filed in court.

ADDITIONAL INFORMATION. I may obtain additional information about arbitration by contacting the National Arbitration Forum, Inc., at P.O. Box 50181, Minneapolis, Minnesota 55405, (800-474-2371 (Telephone)); (651-631-0802 (Fax)); www.naf-forum.com (e-mail).

OTHER IMPORTANT AGREEMENTS. Lender and I agree:

- This Arbitration Agreement does not affect any statute of limitations or claims of privilege recognized at law.
- The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
- The Federal Arbitration Act applies to and governs this Agreement. State arbitration laws and procedures shall not apply to this Agreement.
- This Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
- If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

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ASSUMPTION. This Agreement shall not be eligible for assumption by any party without the express written consent of the other party.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

ATG1 (10-14-07) Agreement (5-8)

2011-01-06 11:35

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DEFAULT. Except as prohibited by law or as limited by other provisions of this Agreement, I will be in default of this Agreement if any one of the following occurs:

- A. I fail to make any payment under this Agreement when due.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I fail to provide Lender with proof of employment, residence, insurance, or repair to credit history within three (3) business days after Lender's written request for this information.
- E. I die, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.
- F. Any judgment, levy, attachment, writ or garnishment, or other similar order is entered against me or the Collateral.
- G. Any police or governmental agency seizes or impounds the Collateral, if the Collateral consists of personal property, or starts foreclosure proceedings against the Collateral.
- H. If the Collateral consists of personal property, I relocate to another state without giving written notice at least 30 days before relocating.
- I. I sell, lease or otherwise encumber or dispose of the Collateral without Lender's written permission.
- J. Any other event or circumstance occurs that reasonably causes Lender to deem itself insecure or to believe that Lender's prospects for payment or realization upon the Collateral are impaired, unless prohibited by state law.

(For Kansas residents only, Lender believes the preceding events would significantly impair the prospect of payment, performance, or realization of Collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

GENERAL REMEDIES. If I am in default on this Agreement, Lender has, subject to any requirements of notice or right to cure or similar provisions, all of the remedies permitted by law and this Agreement, including:

- A. Lender may require me to pay Lender immediately, subject to any rebates required by law, the remaining unpaid balance of the amount financed, finance charges, and all other agreed charges. These amounts will accrue finance charges from the date I am required to pay Lender at the Contract Rate or lesser rate as required by applicable law, until paid in full.
- B. Lender may pay taxes, assessments, or other liens, or make repairs to the Collateral if I have not done so, but Lender is not required to do so. Upon payment by Lender, these amounts will be due immediately and will accrue finance charges from the date paid at the Contract Rate until repaid in full to Lender.
- C. If the Collateral consists of personal property, Lender may require me to make the Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and me.
- D. If the Collateral consists of personal property, Lender may immediately immobilize, disable, or take possession of the Collateral by legal process or self help, but in doing so Lender may not breach the peace or unlawfully enter onto my premises. Lender may then sell the Collateral and apply what Lender receives, as provided by law, to Lender's actual and reasonable expenses.
- E. Except when prohibited by law, I am responsible for any deficiency if the proceeds from the sale of the Collateral do not cover what I owe Lender, and Lender may sue me for those additional amounts.
- F. If the Collateral consists of real property, Lender may begin foreclosure proceedings as described in the mortgage or deed of trust granting Lender a security interest in the Collateral.
- G. Lender has the right, but not the obligation, to cancel or request termination of any voluntary credit or personal property insurance in the event of default and I hereby appoint Lender as my attorney-in-fact to cancel any such insurance in the event of default, subject to any applicable restrictions under state law. Return of any unearned premium as a result of such request for termination or cancellation will be credited to my loan account.
- H. Lender may accept late payments or partial payments even though marked "Payment in Full" (or similar language) without losing any of its rights under this Agreement, to the extent permitted by law.

By choosing any one or more of these remedies, Lender does not waive its right later to elect another remedy. By deciding not to use any remedy, Lender does not give up its right to consider it an event of default if it happens again. Lender's rights are hereunder cumulative, not exclusive.

I agree that, if any notice is required to be given to me of an intended sale or transfer of the Collateral if it is personal property, notice is reasonable if mailed to my last known address, as reflected in Lender's records, at least ten (10) days before the date of the intended sale or transfer, or such other period of time as is required by law.

I agree that, subject to my right to recover such property, Lender may take possession of personal property left in or on the Collateral securing this Agreement and taken into possession as provided above.

WAIVER. Unless law or this Agreement provide otherwise, I hereby waive presentment, notice and protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement and all suretyship defenses generally to the extent permitted by applicable law.

NOTICES. If required by law, Lender will provide me with notices under this Agreement, if mailed, to my last known address as reflected in Lender's records, including, but not limited to, notices of default, right to cure, and purchase of Required Insurance.

DELAY IN ENFORCEMENT. Lender may delay enforcing any of its rights under this Agreement without losing them.

SAVINGS CLAUSE. All agreements between me and Lender are expressly limited so that any interest, finance charges, loan charges, or other fees collected or to be collected from me or any person executing this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law. If a law that applies to this Agreement and my loan is finally interpreted so that the interest, finance charges, loan charges, or other fees collected, or to be collected, in connection with this loan exceed the permitted limits, then: (a) any such interest, finance charges, loan charges, or other fees shall be reduced to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the Principal, as defined below, that I owe under this Agreement or making a direct payment to me. To the extent permitted by law, my acceptance of any such refund shall constitute a waiver of any right of action I might have arising out of such overcharge.

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the Lender or who is affiliated with the Lender by common control, contract, or business arrangement:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

I/We acknowledge that my/our monthly scheduled payments under my/our Agreement with Lender do not include payments for property taxes (or special assessments), or premiums for insurance covering the property. There are no escrow or impound accounts under my/our Agreement. Taxes and insurance costs can be substantial.

I/We have to make required payment(s) to the appropriate taxing authority and/or insurance provider as they are due.

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

2011-01-06 11:35

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ENTIRE AGREEMENT. This Agreement, which includes the Insurance Disclosure Summary, if one was provided to you, contains the entire agreement of the parties with regard to the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement cannot be modified in any respect except by an amendment in writing signed by the parties. All notices under this Agreement shall be in writing and directed to the parties at the addresses shown at the beginning of this Agreement or to such other address as a party may specify by notice given in accordance with this paragraph.

IF I DEFAULT AND THIS LOAN IS SECURED BY A MORTGAGE ON MY HOME, I MAY LOSE MY HOME.

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUEST THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

UNIFORM (5-12-07)

I agree that, on or before the date on page 1 hereof ("the Date of Agreement"), I have received and read a fully completed, legible copy of this Agreement, the Truth in Lending Insurance Disclosures, the Privacy Notice, the Personal Property Appraisal Form (if applicable), and two copies of a Notice of Right to Cancel (if applicable) and agree to be bound thereby.

Witness

Witness

Borrower

JONATHAN C. MUSSELMAN

L.S.

Co-Borrower

L.S.

Co-Maker

L.S.

Print Name:

Co-Maker

L.S.

Print Name:

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007805

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

Instrument Number - 200800525

Recorded On 1/16/2008 At 1:26:13 PM

* Total Pages - 7

* Instrument Type - MORTGAGE

Invoice Number - 117095

* Mortgagor - MUSSELMAN, JONATHAN C

* Mortgagee - AMERICAN GENERAL CONSUMER DISCOUNT CO

User - BSL

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$17.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$49.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
 MAIL DATASEARCH
 797 CROMWELL PARK DRIVE
 SUITE B
 GLEN BURNIE, MD 21061

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



Beverly J. Michael
 Recorder of Deeds

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

2011-01-06 11:35

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Prepared By:

Return To:

1493058

(Space Above This Line For Recording Data)

ON 31ST MORTGAGETHIS MORTGAGE entered into this 26TH day of December, 2007, between JONATHAN C. KUSSELMAN

herein called

"Mortgagors", and AMERICAN GENERAL CONSUMER DISCOUNT COMPANYthe Mortgagee, a Pennsylvania corporation having a place of business at 30 BALDWIN BLVD STE 90SHAMOKIN DAM, PA 17876-9520 herein called "Mortgagee". WITNESSETH, that to secure payment by Mortgagors of a Promissory Note/loan agreement of even date herewith, in the principal amount of \$ 48396.75, together with interest thereon computed on unpaid principal balances from time to time outstanding (and/or any renewal, refinancing or extension thereof) and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated at 607 MAPLE STREETBERWICK, PA 18603, County of COLUMBIA

Commonwealth of Pennsylvania, described as follows: Municipal Tax Lot

Block

(Insert legal description of mortgaged premises)

SEE EXHIBIT A

Being premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office of the Recording of Deeds in said County in Deed Book No. _____, Page _____, as said premises are therein described.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to grant, bargain, mortgage and convey the property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

PROVIDED, HOWEVER, that if the Note/loan agreement and all sums secured by this Mortgage are paid in full, and Mortgagor performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note/loan agreement, shall cease, determine, and become void.

MORTGAGE COVENANTS, Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note/loan agreement and late charges (if any) as provided in the Note/loan agreement.

2. Taxes, Assessments, and Charges. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, Mortgagee will apply payments in accordance with the terms of the Note hereby secured.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

5. Hazard Insurance. Mortgagor 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 such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest. If Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, with interest thereon, at the Note/loan agreement rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this Paragraph shall require Mortgagee to incur any expense or take any action hereunder.

8. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note/loan agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage; (b) is not personally liable on the Note/loan agreement or under this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note/loan agreement without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to the Mortgagor's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein; and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note/loan agreement specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note/loan agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note/loan agreement which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note/loan agreement are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Mortgagor's Copy. Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note/loan agreement and of this Mortgage at the time of execution or after recordation thereof.

15. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagee. Mortgagee, at Mortgagee's option, may require Mortgagor to execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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P. 26/50

17. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note/loan agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

18. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Mortgagee or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

20. Interest Rate after Judgment. Mortgagor agrees that the interest rate payable after a judgment is entered on the Note/loan agreement or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note/loan agreement rate.

21. Waiver of Exemptions. To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagee any exemption rights permitted under applicable state or federal law with respect to the Property.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

Michael A. Martin
Witness: MICHAEL A. MARTIN

Mary Sandra Kahler
Witness: MARY SANDRA KAHLER

Jonathan C. Musselman (SEAL)
Mortgagor: JONATHAN C. MUSSELMAN

Mortgagor: (SEAL)

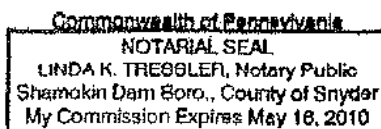
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF SNYDER) SS

On this, the 26th day of December, 2007, before me
LINDA K. TRESSLER, the undersigned officer, personally appeared
JONATHAN C. MUSSELMAN

known to me (or satisfactorily proven) to be the person whose name IS subscribed to the within instrument, and acknowledged that HE executed the same for the purposes therein contained.

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

Linda K. Tressler
SR. CAS
Title of Officer



2011-01-06 11:35

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Report Number: 1422058

Exhibit A

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

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodin Streets; thence northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence extending of that sixty-six foot (66') width or breadth in length or dept westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

Subject to easements, restrictions, and covenants of record, if any.

Parcel Number: 04B-04-203

2011-01-06 11:35

AGFS 1542 Shamokin

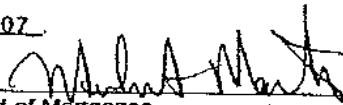
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CERTIFICATE OF RESIDENCE

I, MICHAEL A MARTIN

of

AMERICAN GENERAL CONSUMER DISCOUNT COMPANYMortgagee named in the foregoing Mortgage hereby certify
that the correct residence address of said Mortgagee is30 BALDWIN BLVD STE 90SHAMOKIN DAM, PA 17876-9520Witness my hand this 26th day of December, 2007
Agent of Mortgagee

Notice: This is a Mortgage subject to special rules under the Federal Truth in Lending Act. Purchasers or Assignees of this Mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Mortgagee.

2011-01-06 11:35

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12/31/2007 15:09

5700373586

MICHAEL SHULLEV, ESQ.

DEED

1433058

THIS DEED, made this 31 day of December, in the year two thousand seven (2007),

BETWEEN LEOMA M. TUGGLE, of 607 Maple Street, Berwick, Columbia County, Pennsylvania, GRANTOR, party of the first part;

A
N
D

JONATHAN C. MUSSELMAN, single man, of 608 Oak Street, Berwick, Columbia County, Pennsylvania, GRANTEE, party of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the sum of **FORTY THOUSAND (\$40,000.00) DOLLARS**, lawful money of the United States of America, well and truly paid by the said party of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, his heirs and assigns:

ALL that certain place, parcel or tract of land situate in the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodlin Streets; thence, northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence, extending of that sixty-six foot (66') width or breadth in length or depth westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

BEING the same premises which Richard S. Tuggle, by his Deed dated September 16, 2006, recorded May 18, 2007 in the Columbia County Courthouse to Instrument Number 200705129, granted and conveyed to Leoma M. Tuggle, the GRANTOR herein.

Grantor certifies that no hazardous waste within the meaning of the Solid Waste Management Act of 1980 is presently being disposed or has ever been

2011-01-06 11:35

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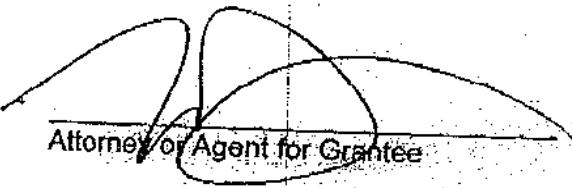
570-743-2042 >> AGFRFRM17

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CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:

606 Oak Street
Berwick, PA 18603


Attorney or Agent for Grantee

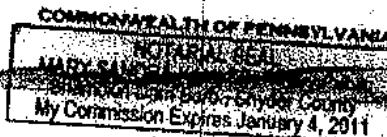
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF SNYDER

ON THIS, the 31st day of December, 2007, before me, a Notary Public, the undersigned officer, personally appeared **LEOMA M. TUGGLE**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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


Notary Public



2011-01-06 11:35

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570-743-2042 >> AGFRFRM17

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007BD4

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

Instrument Number - 200800524

Recorded On 1/16/2008 At 1:26:12 PM

* Instrument Type - DEED

* Invoice Number - 117095

* Grantor - TUGGLE, LEOMA M

* Grantee - MUSSELMAN, JONATHAN C

User - BSL

* Total Pages - 4

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$13.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$41.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

MAIL DATASEARCH

797 CROMWELL PARK DRIVE

SUITE B

GLEN BURNIE, MD 21061

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

COPY



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

MUSSELMAN-14148365
KEY-22166337
CS-416591067
WELLS TRADE 2
ASSIGN

When Recording Return To:
When recorded return to :
Richmond Monroe Group
82 Jim Linegar LN
Branson West, MO. 65737
SPS # [REDACTED]

PARCEL # 04B-04-203

SLFS# 14148365

CORPORATE ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, **SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A AMERICAN GENERAL CONSUMER DISCOUNT COMPANY**, WHOSE ADDRESS IS 601 N.W. SECOND STREET, EVANSVILLE, IN 47708, (ASSIGNOR), by these presents does hereby convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to, **ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE),** *See Attached Exhibit "B"*

Said Mortgage is dated **12/31/2007**, made and executed by **JONATHAN C MUSSELMAN** whose address **607 MAPLE ST, BERWICK, PA 18603** and in favor of ORIGINAL BENEFICIARY: **AMERICAN GENERAL CONSUMER DISCOUNT COMPANY**, upon the following described property situated in the City of **BERWICK**, County of **COLUMBIA**, State of Pennsylvania.

SEE ATTACHED LEGAL DESCRIPTION-- (EXHIBIT A)

ADDRESS: **607 MAPLE ST, BERWICK, PA 18603**

PARCEL#: **04B-04-203**

Such Mortgage having been given to secure a payment of
FORTY-EIGHT THOUSAND THREE HUNDRED NINETY-SIX AND 75/100 (U.S. \$48,396.75)

Which Mortgage is recorded on **01/16/2008** as **Instrument# 200800525, Book, Page**, of the records of the City of **BERWICK**, County of **COLUMBIA**, State of Pennsylvania, together with the note(s) and obligations therein described and the money due and to become thereon with interest, and all rights accrued or to accrue under such Mortgage.



416591067

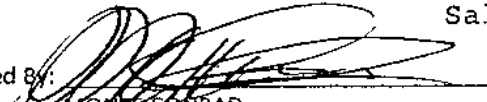
MUSSELMAN
OLJW

KASOTA
WAREHOUSE-WARE

SLFS# [REDACTED]


The precise address within names assignee is C/O Select Portfolio Servicing, Inc.
3217 S. Decker Lake Drive
Salt Lake City, UT 84119

Signed By:


MONTE CONRAD
VICE PRESIDENT

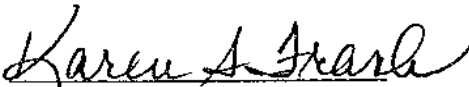
IN WITNESS WHEREOF, this Assignment is executed on 04/21/2015 (MM/DD/YYYY).
SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

By:


MONTE CONRAD
VICE PRESIDENT

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me on 04/21/2015 (MM/DD/YYYY), by
MONTE CONRAD as VICE PRESIDENT for **SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY** who, as such VICE PRESIDENT being authorized to do so,
executed the foregoing instrument for the purpose therein contained. He/she/they is (are) personally known to
me.



Karen S. Frank
Notary Public – State of Indiana
Commission expires: June 27, 2020
Commission # 636469



KAREN S. FRANK
Resident of Warrick County, IN
Commission Expires: June 27, 2020
Commission # 636469

Document Prepared By: Misty Bryant/ Springleaf Financial Services, Inc., 601 N.W. 2nd Street, Evansville, IN 47708.
812-424-8031

EXHIBIT "A"

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

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodin Streets; thence northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence extending of that sixty-six foot (66') width or breadth in length or depth westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

Subject to easements, restrictions, and covenants of record, if any.

Parcel Number: 04B-04-203

EXHIBIT B

Assignee: DLJ Mortgage Capital Inc.
C/O Select Portfolio Servicing, Inc.
3217 S. Decker Lake Drive
Salt Lake City, UT 84119



pennsylvania

DEPARTMENT OF REVENUE

Bureau of Individual Taxes

PO BOX 280603

Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name Benjamin E. Witmer, Esquire		Telephone Number: (610) 275-7990	
Mailing Address 706 One Montgomery Plaza	City Norristown	State PA	ZIP Code 19401

B. TRANSFER DATA

Date of Acceptance of Document / /			
Grantor(s)/Lessor(s) Columbia County Sheriff	Telephone Number: (570) 389-5622	Grantee(s)/Lessee(s) DLJ Mortgage Capital, Inc.	Telephone Number:
Mailing Address 35 W. Main Street		Mailing Address 3217 S. Decker Lake Drive	
City Bloomsburg	State PA	ZIP Code 17815	City Salt Lake City
			State UT
			ZIP Code 84119

C. REAL ESTATE LOCATION

Street Address 607 Maple Street		City, Township, Borough Berwick
County Columbia	School District Berwick Area School District	Tax Parcel Number 04B-904-203

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 5,288.48	2. Other Consideration +	3. Total Consideration = 5,288.48
4. County Assessed Value 28,632.00	5. Common Level Ratio Factor x 3.6	6. Fair Market Value = 103,075.20

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 103,075.20	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	--

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to 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

2/3/16

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

2011-01-06 11:35

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570-743-2042 >> AGFRFRM17

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LOAN AGREEMENT AND DISCLOSURE STATEMENT

AMERICAN
GENERAL
FINANCIAL SERVICES

DATE 12/26/07	ACCOUNT NUMBER	TYPE OF LOAN (Alpha) P00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")		LENDER'S TELEPHONE NUMBER 570-743-2038
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 30 BALDWIN BLVD STE 90 SHAMOKIN DAM, PA 17876-9520		
BORROWER(S) NAME AND ADDRESS ("I", "We")		
JONATHAN C MUSSELMAN 607 MAPLE ST BERWICK, PA 18603		

I will read this entire Loan Agreement and Disclosure Statement ("Agreement") and all related documents carefully. If I have any questions, I will ask them before I sign any of these documents. By signing, I am indicating my agreement to the statements, promises, terms, and conditions contained in the documents I sign.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
12.47 %	\$ 56196.66	\$ 46247.75	\$ 102444.41

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 584.46	02/01/08
179	\$ 569.05	monthly beginning 03/01/08

LATE CHARGE: ☒ If any payment is not paid in full within 15 days after its due date, I will be charged 10.00 % of the unpaid amount of the payment, but not more than \$ N/A or less than \$ 20.00.

☐ If any payment is not paid in full within _____ days after its due date, I will be charged \$ _____ if the entire scheduled payment exceeds \$ _____ or \$ _____ if the entire scheduled payment is \$ _____ or less.

PREPAYMENT: If I pay off early:

☐ I may ☒ I will not have to pay a penalty or minimum charge.
☐ I may ☒ I will not get a refund or credit of part of the finance charge.

SECURITY: I am giving Lender a security interest in:

☒ Real estate located at: 607 MAPLE ST
BERWICK, PA 18603

Year	Make	Model	Vehicle Identification No.

Other Assets Description

☐ Household items described on the Personal Property Appraisal Form, which I have signed and which has been delivered to me with this Agreement.

ASSUMPTION: Someone buying my home, if it secures this loan, may not assume the remainder of this loan on the original terms unless approved by Lender.

☐ My loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to me earlier.

See the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.


Borrower

Co-Borrower

SEE REVERSE SIDE FOR ADDITIONAL DISCLOSURES

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ITEMIZATION OF AMOUNT FINANCED

Amounts paid to others on my behalf

1. \$ NONE		PAID TO
2. \$ NONE		PAID TO
3. \$ NONE		PAID TO
4. \$ NONE		PAID TO
5. \$ NONE		PAID TO
6. \$ 250.00	Title Examination Fee	PAID TO DATA SEARCH
7. \$ NONE		PAID TO
8. \$ 350.00	Appraisal Fee	PAID TO DATA SEARCH
9. \$ NONE		PAID TO
10. \$ NONE		PAID TO
11. \$ NONE		PAID TO
12. \$ NONE		PAID TO
13. \$ 552.75	Title Insurance Fee	PAID TO DATA SEARCH
14. \$ NONE		PAID TO
15. \$ NONE		PAID TO
16. \$ 95.00	Recording/Releasing Fees RE	PAID TO GOVERNMENT AGENCY
17. \$ NONE		PAID TO
18. \$ NONE		PAID TO
19. \$ NONE		PAID TO
20. \$ NONE		PAID TO
21. \$ 24284.25		PAID TO JONATHAN C MUSSELMAN & HOME EQ SERVICES
22. \$ 20735.75		PAID TO JONATHAN C MUSSELMAN & AMERICAN GENERAL
23. \$		PAID TO
24. \$		PAID TO
25. \$		PAID TO
26. \$		PAID TO
27. \$		PAID TO
28. \$		PAID TO
29. \$		PAID TO
30. \$		PAID TO
31. \$		PAID TO
32. \$		PAID TO
33. \$		PAID TO
34. \$		PAID TO
35. \$		PAID TO
36. \$		PAID TO
37. \$		PAID TO
38. \$		PAID TO
39. \$		PAID TO
40. \$		PAID TO
41. \$		PAID TO
42. \$		PAID TO
43. \$		PAID TO
44. \$		PAID TO
45. \$		PAID TO

Amount Paid on Prior Account with Lender

46. \$ NONE

Amounts Paid to me

47. \$	PAID TO
48. \$	PAID TO
49. \$	PAID TO
50. \$	PAID TO
51. \$	PAID TO
52. \$	PAID TO
53. \$	PAID TO
54. \$	PAID TO
55. \$	PAID TO
56. \$	PAID TO

\$ 46247.75 Amount Financed (Sum of lines 1 - 56)

\$ 2149.00 Prepaid Finance Charges (Itemized below)

PREPAID FINANCE CHARGES

1. \$ 1350.00	Loan Origination Fee	PAID TO LENDER
2. \$ NONE		PAID TO
3. \$ NONE		PAID TO
4. \$ 740.00	Attorney Fee	PAID TO DATA SEARCH TROY SCOTT
5. \$ NONE		PAID TO
6. \$ NONE		PAID TO
7. \$ NONE		PAID TO
8. \$ NONE		PAID TO
9. \$ NONE		PAID TO
10. \$ NONE		PAID TO
11. \$ NONE		PAID TO
12. \$ NONE		PAID TO
13. \$ NONE		PAID TO
14. \$ NONE		PAID TO
15. \$ 59.00	Tax Service Fee	PAID TO ZC Sterling

SEE NEXT PAGE FOR IMPORTANT INFORMATION

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ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person—the arbitrator—instead of a judge or jury, to resolve the dispute. **TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("this Arbitration Agreement").**

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by **BINDING ARBITRATION** all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous retail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement; my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender; any third parties that assigned Retail Contracts or other agreements to Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are American General Insurance Corporation, American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court to pursue a claim or counter claim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$5,000.00 (including costs and attorneys' fees), provided that no claim or counter claim for such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed by me or Lender, I cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin, or foreclosure or by having filed any claims in court seeking to recover a total sum of \$5,000.00 or less.

ARBITRATION RULES AND PROCEDURES.

A. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the NAF Rules. If I lose my copy, Lender will give me another one if I ask for it. I may also obtain a copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at www.art-forum.com. In the event of a conflict, I agree to submit all disputes to the American Arbitration Association ("AAA") for proceedings conducted pursuant to the AAA's Commercial Rules and Expedited Procedures. If there is a conflict between the rules of the NAF (or the AAA) and this Arbitration Agreement, this Arbitration Agreement will govern.

B. SELECTION OF ARBITRATOR. NAF maintains list of approved arbitrators. NAF will provide Lender and me each a list of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

C. STARTING ARBITRATION. Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable opportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute, and any other information I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any other information. If Lender starts an arbitration, it must write to me at my billing address; describe its claim or dispute; state the dollar amount of its claim or dispute; and give me a reasonable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the foregoing manner, either Lender or I can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA).

D. COSTS OF ARBITRATION. The NAF and AAA charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.

E. CONDUCT OF PROCEEDINGS. In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS

2011-01-06 11:35

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ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con'd)

- F. ENFORCEMENT AND APPEAL OF DECISION.** The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF or AAA, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.
- G. LIMITATION OF PROCEEDINGS.** Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim.
- H. LIMITATION OF ARBITRATOR'S AUTHORITY.** The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal law governing the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.
- I. LOCATION OF THE ARBITRATION.** The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.
- J. ENFORCEMENT IN COURT.** Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.
- K. FORUM SELECTION CLAUSE.** If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that are not covered by this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county where Lender's office is located or where I sign this Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location. Nothing in this paragraph shall prevent either Lender or me from enforcing its or my rights under this Arbitration Agreement if the Covered Claim is filed in court.
- ADDITIONAL INFORMATION.** I may obtain additional information about arbitration by contacting the National Arbitration Forum, Inc., at P.O. Box 50191, Minneapolis, Minnesota 55405. (800-474-2371 (Telephone)). (651-631-0802 (Fax)). www.arb-forum.com (e-mail).
- OTHER IMPORTANT AGREEMENTS.** Lender and I agree:
- This Arbitration Agreement does not affect any statute of limitations or claims of privilege recognized at law.
 - The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
 - The Federal Arbitration Act applies to and governs this Agreement. State arbitration laws and procedures shall not apply to this Agreement.
 - This Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
 - If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
 - This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
 - This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.
- I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.**

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

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DATE OF LOAN: 12/31/07

(the date the Finance Charge is scheduled to begin to accrue).

CONTRACT RATE

_____ 11.62 % per year, which is the agreed interest rate. If the "Adjustable Rate Loan" box is checked below, this rate is subject to change as set forth therein.

PROMISE TO PAY. For value received, I promise to pay to the order of the Lender all amounts due under this Agreement in accordance with the Payment Schedule set forth in the Truth in Lending Disclosure on page 1 of this Agreement, and with all other terms of this Agreement. If the "Adjustable Rate Loan" box is checked below, the payment amounts set forth in the Payment Schedule may change as set forth in this Agreement.

☐ **ADJUSTABLE RATE LOAN.** If this box is checked, I agree that the agreed interest rate I will pay may change on the Due Date of my payment and on that same date every _____ thereafter ("the Change Date"). If there is no corresponding date in any given month, the Change Date will be the last day of the month. (For example, if my rate can change quarterly and my Change Date is January 31, my next Change Date will be April 30.) My interest rate will be based on an index plus a margin. The index is the highest Prime Rate published in The Wall Street Journal's "Money Rates" table. If this index should no longer be available, Lender will choose a comparable replacement index and will inform me of the new index. The Contract Rate and the monthly payment amounts may change as set forth herein.

Prior to each Change Date, Lender will calculate the new agreed interest rate by taking the index as of 60 days prior to the Change Date and adding a margin of _____ percentage points. Lender will round the resulting figure down to the next lowest one-hundredth of one percent. Lender will then determine the new monthly payment amount necessary to repay my loan in full on the due date for the final payment.

My interest rate will never increase or decrease on any single Change Date by more than _____ percentage points from the agreed rate of interest in effect immediately preceding the Change Date. Any rate change not implemented as a result of this limitation may be carried over to the next Change Date. My interest rate will never increase by more than eight percentage points (for first mortgage loans) or ten percentage points (for subordinate mortgage loans) over the initial Prime Rate, and in no event will ever be greater than _____ % and will never be less than _____ %.

The new agreed interest rate will be effective as of the Change Date. The new monthly payment will be effective as of the next regularly scheduled due date subsequent to the Change Date. Lender will send me notice of all rate and payment changes as required by law.

SECURITY AGREEMENT. If any type of personal property (property other than real estate ("real property")) is disclosed in the "Security" section of the Truth in Lending Disclosures, to secure all amounts due or which become due under this Agreement and the performance of all other terms of this Agreement, I grant Lender a security interest under the Uniform Commercial Code or other applicable law in the property identified in the "Security" disclosure of the Truth in Lending Disclosures on page 1 of this Agreement. (2) any substitutions or replacements of that property; and (3) the proceeds and products of that property (collectively referred to as the "Collateral"). I also grant Lender a security interest in any unearned premiums from any insurance I have elected and purchased through Lender in connection with this transaction which protects the loan account or collateral (including, but not limited to, voluntary credit and personal property insurance). Lender's security interest shall remain in effect until I have paid in full all amounts due under this Agreement and subject to any modifications, renewals, extensions, and future advances thereof. Notwithstanding any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. I authorize Lender to sign and file financing statements covering the Collateral without my signature. I authorize Lender to file a copy of this Agreement as a financing statement when appropriate. If real property is disclosed in the "Security" section of the Truth in Lending Disclosures, I am signing a mortgage or deed of trust covering the real property at the same time that I am signing this Agreement.

JOINT BORROWERS. If more than one Borrower is named above, all Borrowers agree that they are jointly and severally liable and that Lender may enforce this Agreement against all or any of them, but not in a combined amount exceeding the amount of the loan.

CO-MAKERS (also referred to as CO-SIGNER(S)). If I am signing this Agreement as a Co-Maker, I understand that I am jointly responsible with the Borrower(s). I agree that Lender may pursue me or any Maker if this Agreement is in default. Unless I am a Co-Maker, Lender will not notify me if: (a) this loan is in default; (b) Lender agrees to accept different payment terms; (c) Lender releases any security interest; or (d) Lender releases any Borrower(s) or Maker(s).

CREDIT INFORMATION. I authorize Lender to investigate my creditworthiness, including to obtain my credit report at anytime, as permitted by law.

REQUIRED PROPERTY INSURANCE. I agree to insure any automobiles, all terrain vehicles, snowmobiles, watercraft, other titled vehicles, large equipment, and dwellings and other structures attached to real property ("Property"), in which I have granted Lender an interest to secure my loan, against all risks of physical damage, including loss by fire and other hazards, for the term of the loan, in amounts and with deductibles approved by Lender ("Required Insurance"). Required insurance must: (1) be issued by an insurer and have been paid or mortgaged to the insurance policy unless Lender consents in writing; (4) provide that such insurance will not be cancelled or modified without at least 15 days prior written notice to the loss payee or mortgagee; and (5) not include any disclaimer of coverage through any insurance company or agent of my choice that is acceptable to Lender. Lender does not self-insure. I agree to provide to Lender satisfactory proof of Required Insurance. I agree to keep Required Insurance in force until I have paid the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, Lender may, but is not required, to pay for my behalf. I agree Lender may use any insurance proceeds to reduce any amounts I owe under this Agreement. To the extent permitted by law, I authorize Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds paid to Lender do not pay off all amounts I owe Lender under this Agreement, I remain responsible for payment of the balance of any amounts due under this Agreement.

LENDER PLACED INSURANCE. If at any time I fail to buy or keep in force Required Insurance, Lender may, but is not required to, purchase Required Insurance at my expense to protect Lender's interest in the Property. I agree that Required Insurance may not be the cost of Required Insurance purchased by Lender may be much more than the cost of Required Insurance I could have obtained on my own, and I agree that the cost of such Required Insurance may, to the extent permitted by law, be added to my loan balance and on my interest at the Contract Rate. I authorize Lender to release to third parties any information necessary to monitor the Required Insurance on my Property and to purchase Required Insurance required by this Agreement.

VOLUNTARY CREDIT INSURANCE. Lender's affiliate may provide the credit insurance that I voluntarily select. I understand that this insurance expect to profit from my purchase of voluntary credit and personal property insurance and I consent to this. The term "credit insurance" and "credit life insurance" include debtor group life insurance, where offered.

ASSIGNMENT OF UNEARNED INSURANCE PREMIUMS AND POLICY PROCEEDS. I, where authorized by law, hereby assign to Lender any moneys, not in excess of the unpaid balance of indebtedness which this instrument secures, which may become payable under any insurance I have elected and purchased through Lender in connection with this transaction which protects the loan account or collateral (including, but not limited to, voluntary credit and personal property insurance), including return of unearned premiums, and direct any insurance company to make payment directly to Lender to be applied to said unpaid indebtedness, and I hereby authorize Lender to direct my attorney-in-fact to endorse any draft, check or other papers necessary to obtain such insurance payments.

CORRECTION; RELEASE. During the term of this Agreement, I agree to cooperate with Lender to: (a) correct any clerical errors that were made in connection with loan documents; (b) obtain the correct amounts due to others; and (c) release all liens on the Property. Lender may consider any breach of this requirement as an event of default of this Agreement.

CANCELLATION. Prior to the distribution of loan proceeds, Lender may withdraw its approval of or commitment to make the loan if Lender reasonably believes that: (a) there are material omissions or misrepresentations in connection with my credit application; (b) there is a material, adverse change in my creditworthiness; (c) there are additional liens on the right, title, or interest of any collateral for this loan; or (d) a sale or transfer of any right, title, or interest in any collateral to be used for this loan has occurred without my agreement to by Lender.

SEVERABILITY. The fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule, or regulation of any federal, state, or local court or governmental entity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

NO ASSUMPTION. This Agreement shall not be eligible for assumption by any party without the express written consent of Lender.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

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DEFAULT. Except as prohibited by law or as limited by other provisions of this Agreement, I will be in default of this Agreement if any one of the following occurs:

- A. I fail to make any payment under this Agreement when due.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I fail to provide Lender with proof of employment, residence, insurance, or repair to credit history within three (3) business days after Lender's written request for this information.
- E. I do, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.
- F. Any judgment, levy, attachment, writ or garnishment, or other similar order is entered against me or the Collateral.
- G. Any police or governmental agency seizes or impounds the Collateral, if the Collateral consists of personal property, or starts foreclosure proceedings against the Collateral.
- H. If the Collateral consists of personal property, I relocate to another state without giving written notice at least 30 days before relocating.
- I. I sell, lease or otherwise encumber or dispose of the Collateral without Lender's written permission.
- J. Any other event or circumstance occurs that reasonably causes Lender to deem itself insecure or to believe that Lender's prospects for payment or realization upon the Collateral are impaired, unless prohibited by state law.

(For Kansas residents only, Lender believes the preceding events would significantly impair the prospect of payment, performance, or realization of Collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

GENERAL REMEDIES. If I am in default on this Agreement, Lender has, subject to any requirements of notice or right to cure or similar provisions, all of the remedies permitted by law and this Agreement, including:

- A. Lender may require me to pay Lender immediately, subject to any rebates required by law, the remaining unpaid balance of the Amount Financed, finance charges, and all other agreed charges. These amounts will accrue finance charges from the date I am required to pay Lender at the Contract Rate or lesser rate as required by applicable law, until paid in full.
- B. Lender may pay taxes, assessments, or other liens, or make repairs to the Collateral if I have not done so, but Lender is not required to do so. Upon payment by Lender, these amounts will be due immediately and will accrue finance charges from the date paid at the Contract Rate until repaid in full to Lender.
- C. If the Collateral consists of personal property, Lender may require me to make the Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and me.
- D. If the Collateral consists of personal property, Lender may immediately immobilize, disable, or take possession of the Collateral by legal process or self help, but in doing so Lender may not breach the peace or unlawfully enter onto my premises. Lender may then sell the Collateral and apply what Lender receives, as provided by law, to Lender's actual and reasonable expenses.
- E. Except when prohibited by law, I am responsible for any deficiency if the proceeds from the sale of the Collateral do not cover what I owe Lender, and Lender may sue me for those additional amounts.
- F. If the Collateral consists of real property, Lender may begin foreclosure proceedings as described in the mortgage or deed of trust granting Lender a security interest in the Collateral.
- G. Lender has the right, but not the obligation, to cancel or request termination of any voluntary credit or personal property insurance in the event of default and I hereby appoint Lender as my attorney-in-fact to cancel any such insurance in the event of default, subject to any applicable restrictions under state law. Return of any unearned premium as a result of such request for termination or cancellation will be credited to my loan account.
- H. Lender may accept late payments or partial payments even though marked "Payment in Full" (or similar language) without losing any of its rights under this Agreement, to the extent permitted by law.

By choosing any one or more of these remedies, Lender does not waive its right later to elect another remedy. By deciding not to use any remedy, Lender does not give up its right to consider it an event of default if it happens again. Lender's rights are hereunder cumulative, not exclusive.

I agree that, if any notice is required to be given to me of an intended sale or transfer of the Collateral if it is personal property, notice is reasonable if mailed to my last known address, as reflected in Lender's records, at least ten (10) days before the date of the intended sale or transfer, or such other period of time as is required by law.

I agree that, subject to my right to recover such property, Lender may take possession of personal property left in or on the Collateral securing this Agreement and taken into possession as provided above.

WAIVER. Unless law or this Agreement provide otherwise, I hereby waive presentment, notice and protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement and all suretyship bonds as generally to the extent permitted by applicable law.

NOTICES. If required by law, Lender will provide me with notices under this Agreement, if mailed, to my last known address as reflected in Lender's records, including, but not limited to, notices of default, right to cure, and purchase of Required Insurance.

DELAY IN ENFORCEMENT. Lender may delay enforcing any of its rights under this Agreement without losing them.

SAVINGS CLAUSE. All agreements between me and Lender are expressly limited so that any interest, finance charges, loan charges, or other fees collected or to be collected from me or any person executing this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law. If a law that applies to this Agreement and my loan is finally interpreted so that the interest, finance charges, loan charges, or other fees collected, or to be collected, in connection with this loan exceed the permitted limits, then: (a) any such interest, finance charges, loan charges, or other fees shall be reduced to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the Principal, as defined below, that I owe under this Agreement or making a direct payment to me. To the extent permitted by law, my acceptance of any such refund shall constitute a waiver of any right of action I might have arising out of such overcharge.

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the Lender or who is affiliated with the Lender by common control, contract, or business arrangement:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

I have acknowledged that my/our monthly scheduled payments under my/our Agreement with Lender do not include payments for property taxes (or special assessments), or premiums for insurance covering the property. There are no escrow or impound accounts under my/our Agreement. Taxes and insurance costs can be substantial.

I have agreed to make required payment(s) to the appropriate taxing authority and/or insurance provider as they are due.

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

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ENTIRE AGREEMENT. This Agreement, which includes the Insurance Disclosure Summary, if one was provided to you, contains the entire agreement of the parties with regard to the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement cannot be modified in any respect except by an amendment in writing signed by the parties. All notices under this Agreement shall be in writing and directed to the parties at the addresses shown at the beginning of this Agreement or to such other address as a party may specify by notice given in accordance with this paragraph.

IF I DEFAULT AND THIS LOAN IS SECURED BY A MORTGAGE ON MY HOME, I MAY LOSE MY HOME.

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

UNARBT (8-12-07)

I agree that, on or before the date on page 1 hereof ("the Date of Agreement"), I have received and read a fully completed, legible copy of this Agreement, the Truth in Lending Insurance Disclosures, the Privacy Notice, the Personal Property Appraisal Form (if applicable), and two copies of a Notice of Right to Cancel (if applicable) and agree to be bound thereby.

Witness

Witness

x

Borrower

JONATHAN C MUSSELMAN

L.S.

x

Co-Borrower

L.S.

x

Co-Maker

L.S.

x

Print Name:

x

Co-Maker

L.S.

Print Name:

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

Instrument Number - 200800525
 Recorded On 1/16/2008 At 1:26:13 PM

* Total Pages - 7

* Instrument Type - MORTGAGE
 Invoice Number - 117095

* Mortgagor - MUSSELMAN, JONATHAN C

* Mortgagee - AMERICAN GENERAL CONSUMER DISCOUNT CO

User - BSI.

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$17.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$49.50

This is a certification page

DO NOT DETACH

This page is now part
 of this legal document.

RETURN DOCUMENT TO:
MAIL DATASEARCH
 797 CROMWELL PARK DRIVE
 SUITE B
 GLEN BURNIE, MD 21061

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



Beverly J. Michael
 Recorder of Deeds

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

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Prepared By:

Return To:

1493058

(Space Above This Line For Recording Data)

A 31ST MORTGAGE

THIS MORTGAGE entered into this 26TH day of December, 2007, between JONATHAN C. MUSSELMAN

herein called

"Mortgagors", and AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

the Mortgagee, a Pennsylvania corporation having a place of business at 30 BALDWIN BLVD STE 90

SHAMOKIN DAM, PA 17876-9520 herein called "Mortgagee". WITNESSETH, that to secure payment by Mortgagors of a Promissory Note/loan agreement of even date herewith, in the principal amount of \$ 48396.75, together with interest thereon computed on unpaid principal balances from time to time outstanding (and/or any renewal, refinancing or extension thereof) and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated at 607 MAPLE STREET

BERWICK, PA 18603, County of COLUMBIA
Commonwealth of Pennsylvania, described as follows: Municipal Tax Lot _____
Block _____

(Insert legal description of mortgaged premises)

SEE EXHIBIT A

Being premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office of the Recording of Deeds in said County in Deed Book No. _____, Page _____, as said premises are therein described.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagee is lawfully seized of the estate hereby conveyed and has the right to grant, bargain, mortgage and convey the property, and that the Property is unencumbered, except for encumbrances of record. Mortgagee covenants that Mortgagee warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

PROVIDED, HOWEVER, that if the Note/loan agreement and all sums secured by this Mortgage are paid in full, and Mortgagee performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note/loan agreement, shall cease, determine, and become void.

MORTGAGE COVENANTS, Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note/loan agreement and late charges (if any) as provided in the Note/loan agreement.

2. Taxes, Assessments, and Charges. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, Mortgagee will apply payments in accordance with the terms of the Note hereby secured.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

5. Hazard Insurance. Mortgagor 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 such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest. If Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, with interest thereon at the Note/loan agreement rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

8. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note/loan agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage; (b) is not personally liable on the Note/loan agreement or under this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note/loan agreement without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to the Mortgagor's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein; and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note/loan agreement specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note/loan agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note/loan agreement which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note/loan agreement are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Mortgagor's Copy. Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note/loan agreement and of this Mortgage at the time of execution or after recordation thereof.

15. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagee. Mortgagee, at Mortgagee's option, may require Mortgagor to execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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P. 26/50

17. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note/loan agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

18. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Mortgagee or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

20. Interest Rate after Judgment. Mortgagor agrees that the interest rate payable after a judgment is entered on the Note/loan agreement or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note/loan agreement rate.

21. Waiver of Exemptions. To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagee any exemption rights permitted under applicable state or federal law with respect to the Property.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of

Witness: MICHAEL A. MARTIN

Witness: MARY SANDRA KAHLER

Mortgagor: JONATHAN C. MUSSELMAN

(SEAL)

(SEAL)

Mortgagor:

COMMONWEALTH OF PENNSYLVANIA

)
) SS

COUNTY OF SNYDER

On this, the 26th day of December, 2007, before me

LINDA K. TRESSLER

JONATHAN C. MUSSELMAN

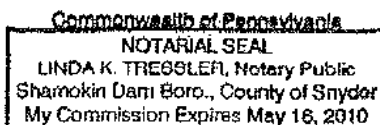
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name IS subscribed to the within instrument, and acknowledged that HE executed the same for the purposes therein contained.

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

SR CAS

Title of Officer



2011-01-06 11:35

AGFS 1542 Shamokin

570-743-2042 >> AGFRFRM17

P 27/50

Report Number: 1422058

Exhibit A

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

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodin Streets; thence northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence extending of that sixty-six foot (66') width or breadth in length or depth westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

Subject to easements, restrictions, and covenants of record, if any.

Parcel Number: 04B-04-203

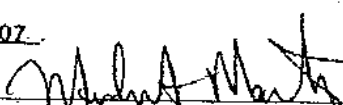
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CERTIFICATE OF RESIDENCE

I, MICHAEL A MARTIN, of _____AMERICAN GENERAL CONSUMER DISCOUNT COMPANY_____
Mortgagee named in the foregoing Mortgage hereby certify
that the correct residence address of said Mortgagee is _____30 BALDWIN BLVD STE 90SHAMOKIN DAM, PA 17876-9520Witness my hand this 26th day of December, 2007.
Agent of Mortgagee

Notice: This is a Mortgage subject to special rules under the Federal Truth in Lending Act. Purchasers or Assignees of this Mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Mortgagee.

2011-01-06 11:35

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12/31/2007 16:09

5700373586

MICHAEL SHOLLEY ESQ.

DEED

1432058

THIS DEED, made this 31 day of December, in the year two thousand seven (2007),

BETWEEN LEOMA M. TUGGLE, of 607 Maple Street, Berwick, Columbia County, Pennsylvania, GRANTOR, party of the first part;

A
N
D

JONATHAN C. MUSSELMAN, single man, of 606 Oak Street, Berwick, Columbia County, Pennsylvania, GRANTEE, party of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the sum of **FORTY THOUSAND (\$40,000.00) DOLLARS**, lawful money of the United States of America, well and truly paid by the said party of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, his heirs and assigns:

ALL that certain piece, parcel or tract of land situate in the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodlin Streets; thence, northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence, extending of that sixty-six foot (66') width or breadth in length or depth westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

BEING the same premises which Richard S. Tuggle, by his Deed dated September 16, 2006, recorded May 18, 2007 in the Columbia County Courthouse to Instrument Number 200705129, granted and conveyed to Leoma M. Tuggle, the GRANTOR herein.

Grantor certifies that no hazardous waste within the meaning of the Solid Waste Management Act of 1980 is presently being disposed or has ever been

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CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:

606 Oak Street
Berwick, PA 18603



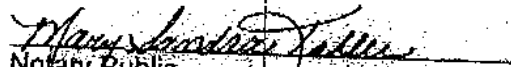
Attorney or Agent for Grantee

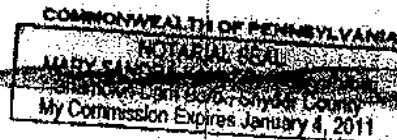
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Snyder

ON THIS, the 31st day of December, 2007, before me, a Notary Public, the undersigned officer, personally appeared **LEOMA M. TUGGLE**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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


Notary Public



COPY

2011-01-06 11:35

AGFS 1542 Shamokin

570-743-2042 >> AGFRFRM17

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007BD4

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

Instrument Number - 200800524

Recorded On 1/16/2008 At 1:26:12 PM

* Instrument Type - DEED

Invoice Number - 117095

* Grantor - TUGGLE, LEOMA M

* Grantee - MUSSELMAN, JONATHAN C

User - BSL

* Total Pages - 4

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$13.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$41.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

MAIL DATASEARCH

797 CROMWELL PARK DRIVE

SUITE B

GLEN BURNIE, MD 21061

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

COPY



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

MUSSELMAN-14148365
KEY-22166337
CS-416591067
WELLS TRADE 2
ASSIGN

When Recording Return To:
When recorded return to :
Richmond Monroe Group
82 Jim Linegar LN
Branson West, MO. 65737
SPS # [REDACTED]

PARCEL # 04B-04-203

SLFS# 14148365

CORPORATE ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A AMERICAN GENERAL CONSUMER DISCOUNT COMPANY, WHOSE ADDRESS IS 601 N.W. SECOND STREET, EVANSVILLE, IN 47708, (ASSIGNOR), by these presents does hereby convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to, **ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE),** *See Attached Exhibit "B"*

Said Mortgage is dated **12/31/2007**, made and executed by **JONATHAN C MUSSELMAN** whose address **607 MAPLE ST, BERWICK, PA 18603** and in favor of ORIGINAL BENEFICIARY: **AMERICAN GENERAL CONSUMER DISCOUNT COMPANY**, upon the following described property situated in the City of **BERWICK**, County of **COLUMBIA**, State of Pennsylvania.

SEE ATTACHED LEGAL DESCRIPTION- (EXHIBIT A)

ADDRESS: **607 MAPLE ST, BERWICK, PA 18603**

PARCEL#: **04B-04-203**

Such Mortgage having been given to secure a payment of
FORTY-EIGHT THOUSAND THREE HUNDRED NINETY-SIX AND 75/100 (U.S. \$48,396.75)

Which Mortgage is recorded on **01/16/2008** as **Instrument# 200800525**, **Book, Page**, of the records of the City of **BERWICK**, County of **COLUMBIA**, State of Pennsylvania, together with the note(s) and obligations therein described and the money due and to become thereon with interest, and all rights accrued or to accrue under such Mortgage.



416591067


MUSSELMAN
DLJW

KASOTA
WAREHOUSE-WARE

SLFS# [REDACTED]


The precise address within names assignee is C/O Select Portfolio Servicing, Inc.
3217 S Decker Lake Drive
Salt Lake City, UT 84119

Signed By:


MONTE CONRAD
VICE PRESIDENT

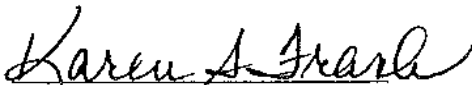
IN WITNESS WHEREOF, this Assignment is executed on 04/21/2015 (MM/DD/YYYY).
SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A AMERICAN GENERAL CONSUMER DISCOUNT
COMPANY

By:


MONTE CONRAD
VICE PRESIDENT

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me on 04/21/2015 (MM/DD/YYYY), by
MONTE CONRAD as VICE PRESIDENT for **SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC., F/K/A
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY** who, as such VICE PRESIDENT being authorized to do so,
executed the foregoing instrument for the purpose therein contained. He/she/they is (are) personally known to
me.


Karen S. Frank
Notary Public – State of Indiana
Commission expires: June 27, 2020
Commission # 636469



KAREN S. FRANK
Resident of Warrick County, IN
Commission Expires: June 27, 2020
Commission # 636469

Document Prepared By: Misty Bryant/ Springleaf Financial Services, Inc., 601 N.W. 2nd Street, Evansville, IN 47708.
812-424-8031

EXHIBIT "A"

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

BEGINNING at a point in the westerly line of Maple Street, said point being a distance of sixty-six feet (66') northwardly from the northwesterly corner of the intersection of Maple and Woodin Streets; thence northwardly along the westerly line of said Maple Street for a distance of sixty-six feet (66') to a point; thence extending of that sixty-six foot (66') width or breadth in length or dept westwardly and at right angles with said Maple Street for a distance of one hundred three and twenty-five one hundredths feet (103.25') to the easterly line of an alley.

Subject to easements, restrictions, and covenants of record, if any.

Parcel Number: 04B-04-203

EXHIBIT B

Assignee: DLJ Mortgage Capital Inc.
C/O Select Portfolio Servicing, Inc.
3217 S. Decker Lake Drive
Salt Lake City, UT 84119