

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



THE BANK OF NEW YORK MELLON
vs.
JUDY SLUSSER (et al.)

Case Number
2013CV149

PROPERTY ADDRESS

349 VINE STREET, BERWICK, PA 18603

REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
09/18/2015	Advance Fee	Advance Fee	83013	\$0.00	\$1,500.00
09/18/2015	Advertising Sale (Newspaper)			\$15.00	\$0.00
09/18/2015	Advertising Sale Bills & Copies			\$17.50	\$0.00
09/18/2015	Crying Sale			\$10.00	\$0.00
09/18/2015	Docketing			\$15.00	\$0.00
09/18/2015	Levy			\$15.00	\$0.00
09/18/2015	Mailing Costs			\$54.00	\$0.00
09/18/2015	Posting Handbill			\$15.00	\$0.00
09/18/2015	Press Enterprise Inc.			\$1,167.09	\$0.00
09/18/2015	Sheriff Automation Fund			\$50.00	\$0.00
09/18/2015	Sheriff's Deed			\$35.00	\$0.00
09/18/2015	Solicitor Services			\$100.00	\$0.00
09/18/2015	Web Posting			\$100.00	\$0.00
09/18/2015	Deputize Advance Fee	(PAID 09/18/2015)	7083	\$75.00	\$0.00
12/14/2015	Advance Fee	Advance Fee	779	\$0.00	\$30.50
12/14/2015	Service			\$225.00	\$0.00
12/14/2015	Service Mileage			\$24.00	\$0.00
12/14/2015	Copies			\$7.50	\$0.00
12/14/2015	Notary Fee			\$10.00	\$0.00
12/14/2015	Surcharge			\$160.00	\$0.00
01/14/2016	Advance Fee	Advance Fee	87700	\$0.00	\$3,945.11

\$2,095.09 \$5,475.61

TOTAL BALANCE:	\$3,380.52
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COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

The Bank of NY Mellon vs Dorwood Sussel

NO. 120-15 ED NO. 149-13 JD

DATE/TIME OF SALE: DECEMBER 16, 2015 @ 9:00 AM

BID PRICE (INCLUDES COST) \$ 5338.34

POUNDAGE - 2% OF BID \$ 106.77

TRANSFER TAX - 2% OF FAIR MKT \$ -

MISC. COSTS \$ -

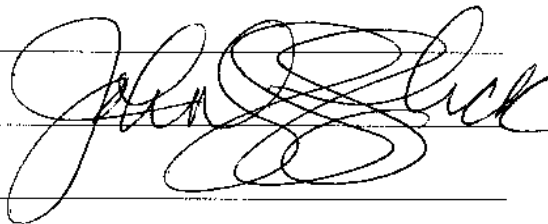
TOTAL AMOUNT NEEDED TO PURCHASE \$ 5445.11

PURCHASER(S): _____

ADDRESS: _____

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): _____



TOTAL DUE: \$ 5445.11

LESS DEPOSIT: \$ 1500.00

DOWN PAYMENT: \$ _____

TOTAL DUE IN 8 DAYS \$ 3945.11

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL DIVISION

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division

NO. 2013-CV-149

ORDER

AND NOW, to wit, this 30th day of March, 2016, upon consideration of Plaintiff's Motion to Set Aside Sheriff's Sale and Vacate Foreclosure Judgment, and any response thereto, it is hereby **ORDERED** as follows:

1. Plaintiff's Motion is hereby **GRANTED**;
2. The Sheriff's Sale of Property located 349 Vince Street, Berwick, PA 18603, held on December 16, 2015, is **SET ASIDE** and **VACATED**;
3. The Judgment in Foreclosure entered on September 17, 2015, is hereby **STRICKEN** without prejudice; and
4. The Sheriff of Columbia County SHALL cancel the preparation of any Sheriff's Deed pertaining to this property or sale and in the event that any Sheriff's Deed is prepared and recorded, the Recorder of Deeds is directed to cancel and strike the deed of record and return all available fees and costs to Plaintiff.

BY THE COURT

[Signature], J.

David Kieran, Esq.

RECEIVED
PROTHONOTARY
MAY 10 2016 PM 1 45

Pennsylvania Office
100 W. 3rd Ave.
Suite 200
Conshohocken, PA 19428
(PH) 215-568-9500
*Mark J. Udren, Esq.
Licensed: PA, NJ, FL*

UDREN LAW OFFICES, P.C.

New Jersey Office
Woodcrest Corporate Center
111 Woodcrest Rd.
Suite 200
Cherry Hill, NJ 08003
(PH) 856-669-5400
(EX) 856-669-5399
www.udren.com

Florida Office
2101 W. Commercial Blvd
Suite 5100
Fort Lauderdale, FL 33309
(PH) 954-378-1757
(EX) 954-378-1758

June , 2016

(VIA Fax 570-389-5625)
Columbia County Sheriff
35 W. Main Street
Bloomsburg, PA 17815

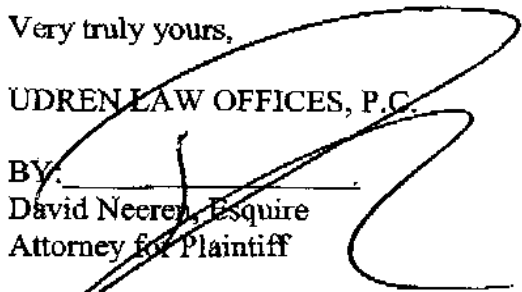
RE: The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2 vs. Derwood Slusser; et al.
Columbia County C.C.P. No. 2013-CV-149

Dear Sir or Madam:

Enclosed please find a copy of the Order dated March 30, 2016 which sets aside and vacates the sale that occurred on December 16, 2015 in connection with the above referenced matter.

Very truly yours,

UDREN LAW OFFICES, P.C.

BY: 
David Neeren, Esquire
Attorney for Plaintiff

DN:m

Enclosure

IN THE COURT OF COMMON PLEAS
OF THE 26TH JUDICIAL DISTRICT
OF PENNSYLVANIA

THE BANK OF NEW YORK MELLON *l/k/a*
THE BANK OF NEW YORK as successor Trustee
For JPMorgan Chase Bank, N.A., as Trustee for
The Benefit of The Certificate Holders of Equity
One ABS, Inc. Mortgage Pass-Through Certificate
Series 2003-1 c/o Ocwen Loan Services, LLC,
Plaintiff,

COLUMBIA COUNTY

vs.

CIVIL ACTION

DERWOOD H. SLUSSER, JR.,
JEFFREY SLUSSER, WENDY CAMILLOCCI,
JUDY A. SLUSSER, UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL PERSONS
FIRMS OR ASSOCIATES CLAIMING RIGHT TITLE
OR INTEREST FROM OR UNDER DERWOOD
H. SLUSSER, JR.,
Defendants.

149-CV-2013

ORDER OF COURT

AND NOW, to wit, on this 25th day of May, 2016, this Court's Order of March 31,
2016, which was filed of record on April 1, 2016, is hereby VACATED.

BY THE COURT:


HONORABLE GARY E. NORTON

APPEARANCES:

✓ David Neeren, Esquire
UDREN LAW OFFICES, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
Attorney for Plaintiff – Via 1st Class Mail

Michael B. Smith, Esquire
HUMMEL & LEWIS, LLP
3 E. 5th Street
Bloomsburg, PA 17815
Attorney for Defendant – Via Proth. Box

FILED
PROTHONOTARY
2016 MAY 25 AM 11 32
CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

Pennsylvania Office
100 W. 3rd Ave.
Suite 200
Conshohocken, PA 19428
(PH) 215-568-9500
Mark J. Udren, Esq.
Licensed: PA, NJ, FL

UDREN LAW OFFICES, P.C.

New Jersey Office
Woodcrest Corporate Center
111 Woodcrest Rd.
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Cherry Hill, NJ 08003
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(FX) 856-669-3399
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Florida Office
2101 W. Commercial Blvd
Suite 5100
Fort Lauderdale, FL 33309
(PH) 954-378-1757
(FX) 954-378-1758

April 13, 2016

Columbia County Sheriff
35 W. Main Street
Bloomsburg, PA 17815

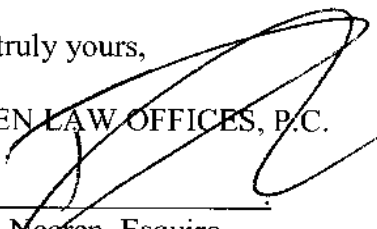
RE: The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2 vs. Derwood Slusser; et al.
Columbia County C.C.P. No. 2013-CV-149

Dear Defendants:

Enclosed please find a copy of a Certificate of Service for the Rescheduling Order of Court in regard to Plaintiff's Notice of Motion Vacate Sheriff's Sale, relative to the above referenced matter which was filed via JEFIS this day.

Very truly yours,

UDREN LAW OFFICES, P.C.

BY: 
David Neeren, Esquire
Attorney for Plaintiff

DN/nm

Enclosure

UDREN LAW OFFICES, P.C.
BY: DAVID NEEREN, ESQUIRE - ID #204252
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for
JPMorgan Chase Bank, N.A., as Trustee for the
benefit of the Certificateholders of Equity One
ABS, Inc. Mortgage Pass-Through Certificates
Series 2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division
COLUMBIA COUNTY

NO. 2013-CV-149

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the Rescheduling Order of Court in regard
to Plaintiff's Notice of Motion Vacate Sheriff's Sale and this Certificate of Service were served
upon the following person(s) named herein at the below address:

_____ xxxxxx _____ Regular Mail

Date Served: April **13**, 2016

TO:

Derwood H. Slusser, Jr.
349 Vine Street
Berwick, PA 18603

Unknown Heirs, Successors, Assigns
and All Persons Firms or Associations
Claiming Right, Title or Interest From
Or Under Derwood J. Slusser, Jr.
349 Vine Street
Berwick, PA 18603

Judy A. Slusser
349 Vine Street
Berwick, PA 18603

Judy Slusser
211 Valley View Lake
Millville, PA 17846

Judy A. Slusser
139 Maple Street
Millmont, PA 17845

Columbia County Sheriff
35 W. Main Street
Bloomsburg, PA 17815

Michael B. Smith
HUMMEL & LEWIS, LLP
3 E. 5th Street
Bloomsburg, PA 17815

UDREN LAW OFFICES, P.C.

By: 

David Neeren, Esquire
P.A. ID No. 204252
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF THE 26TH JUDICIAL DISTRICT
OF PENNSYLVANIA

THE BANK OF NEW YORK MELLON f/k/a
THE BANK OF NEW YORK as successor Trustee
For JPMorgan Chase Bank, N.A., as Trustee for
The Benefit of The Certificate Holders of Equity
One ABS, Inc. Mortgage Pass-Through Certificate
Series 2003-1 c/o Ocwen Loan Services, LLC,
Plaintiff,

COLUMBIA COUNTY

vs.

CIVIL ACTION

DERWOOD H. SLUSSER, JR.,
JEFFREY SLUSSER, WENDY CAMILLOCCI,
JUDY A. SLUSSER, UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL PERSONS
FIRMS OR ASSOCIATES CLAIMING RIGHT TITLE
OR INTEREST FROM OR UNDER DERWOOD
H. SLUSSER, JR.,
Defendants.

149-CV-2013

CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

2016 APR 1 PM 2 45

FILED
PROTHONOTARY

**RESCHEDULING
ORDER OF COURT**

AND NOW, to wit, on this 31 day of March, 2016, the hearing on the Plaintiff's
Motion to Set Aside Sheriff's Sale and vacate Foreclosure Judgment filed February 22, 2016,
and previously scheduled for March 30, 2016, is hereby RESCHEDULED to Tuesday
May 31st, 2016 at 11:00 o'clock A.M. in Courtroom # 2, of the
Columbia County Courthouse, Bloomsburg, Pennsylvania.

Counsel for the moving party shall serve a copy of this Rescheduling Order, along with
said Petition filed February 22, 2016 and subsequent Order of February 29, 2016 upon all
counsel for the non-moving party/pro se non-moving party, and shall file of record a
Certificate of Service effecting the same.

BY THE COURT:


HONORABLE GARY E. NORTON

J.

APPEARANCES:

✓ David Neeren, Esquire
UDREN LAW OFFICES, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
Attorney for Plaintiff – Via 1st Class Mail

Michael B. Smith, Esquire
HUMMEL & LEWIS, LLP
3 E. 5th Street
Bloomsburg, PA 17815
Attorney for Defendant – Via Proth. Box

UDREN LAW OFFICES, P.C.

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(PH) 215-568-9500

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www.udren.com

Florida Office
2101 W. Commercial Blvd
Suite 5000
Fort Lauderdale, FL 33309
(PH) 954-378-1757
(FX) 954-378-1758

January 15, 2016

Columbia County Sheriff's Office
Attn: Foreclosure Department
Fax # 570-389-5625

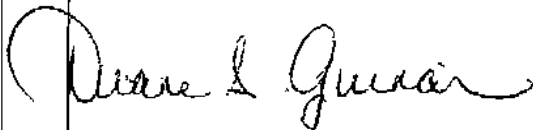
Re: Judy Slusser
Case # 2013CV149

Dear Sheriff:

We submitted our deeding instructions to your office on Mondaym 01/11/2016 requesting the deed be prepared and recorded.

At this time, we are asking that the deed NOT be recorded. It appears that we will be motioning the court to set aside the sale. If something changes, we will notify you right away. If you have any questions, please do not hesitate to contact me.

Sincerely,



Diane S. Guinan
Post Sale Team Lead
Udren Law Offices, PC

Pennsylvania Office
100 W. 3rd Ave.
Suite 200
Conshohocken, PA 19428
(PH) 215-568-9500
*Mark J. Udren, Esq.
licensed: PA, NJ, FL*

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Florida Office
2101 W. Commercial Blvd
Suite 5100
Fort Lauderdale, FL 33309
(PH) 954-378-1757
(FX) 954-378-1758

February 19, 2016

Columbia County Sheriff
35 W. Main Street
Bloomsburg, PA 17815

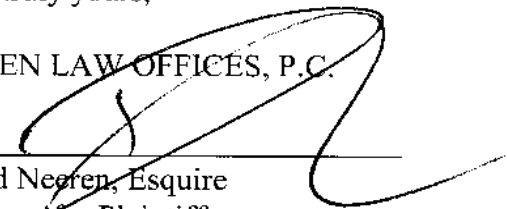
RE: The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2 vs. Derwood Slusser; et al.
Columbia County C.C.P. No. 2013-CV-149

Dear Defendants:

Enclosed please find a copy of a Notice of Motion Vacate Sheriff's Sale and For Third Party Purchaser to Forfeit Deposit Monies, Certification in Support, Proposed form of Order and Proof of Mailing, relative to the above referenced matter which was filed via JEFIS this day.

Very truly yours,

UDREN LAW OFFICES, P.C.

BY: 
David Neuren, Esquire
Attorney for Plaintiff

DN/nm

Enclosure

**IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL DIVISION**

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division

NO. 2013-CV-149

ORDER

AND NOW, to wit, this _____ day of _____, 2016, upon
consideration of Plaintiff's Motion to Set Aside Sheriff's Sale and Vacate Foreclosure Judgment,
and any response thereto, it is hereby **ORDERED** as follows:

- (1.) a rule is issued upon the respondent to show cause why the moving party is not
entitled to the relief requested;
- (2.) the respondent shall file an answer to the motion within twenty (20) days of service
upon the respondent;
- (3.) the motion shall be decided under Pa.RCP No. 206.7;
- (4.) a pre-disposition conference shall be held on _____,
at _____m., in the undersigned Judge's Chambers
of the _____ County Courthouse, _____, Pennsylvania.
- (5.) notice of entry of this order shall be provided to all parties by the moving party.

BY THE COURT:

_____, J.

**IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL DIVISION**

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division

NO. 2013-CV-149

ORDER

AND NOW, to wit, this _____ day of _____, 2016, upon
consideration of Plaintiff's Motion to Set Aside Sheriff's Sale and Vacate Foreclosure Judgment,
and any response thereto, it is hereby **ORDERED** as follows:

1. Plaintiff's Motion is hereby **GRANTED**;
2. The Sheriff's Sale of Property located 349 Vince Street, Berwick, PA 18603, held
on December 16, 2015, is **SET ASIDE** and **VACATED**;
3. The Judgment in Foreclosure entered on September 17, 2015, is hereby
STRICKEN without prejudice; and
4. The Sheriff of Columbia County **SHALL** cancel the preparation of any Sheriff's
Deed pertaining to this property or sale and in the event that any Sheriff's Deed is
prepared and recorded, the Recorder of Deeds is directed to cancel and strike the
deed of record and return all available fees and costs to Plaintiff.

BY THE COURT:

, J.

UDREN LAW OFFICES, P.C.
BY: DAVID NEEREN, ESQUIRE - ID #204252
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division
COLUMBIA COUNTY

NO. 2013-CV-149

**PLAINTIFF'S MOTION TO SET ASIDE SHERIFF'S SALE
AND VACATE FORECLOSURE JUDGMENT**

Plaintiff, The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2, by its counsel, David Neeren, Esquire, of Udren Law Offices, P.C., moves this Honorable Court for an Order to Set Aside the Sheriff's Sale of December 16, 2015 and Vacate the Foreclosure Judgment entered on September 17, 2015 for proper cause shown and in support thereof avers the following:

1. Plaintiff is The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2 ("Plaintiff").

2. Derwood J. Slusser, Jr., Last Record Owner, Judy A. Slusser, and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest From or Under Derwood H. Slusser, Jr., Last Record Owner (collectively the "Defendants") were the previous owners of the real property commonly known as located 349 Vince Street, Berwick, PA 18603 (the "Property").

3. On September 9, 2002, Equity One, Inc., d/b/a Popular Financial Services, loaned to Derwood and Judy Slusser the sum of Fifty Six Thousand Five Hundred (\$56,500.00) Dollars, in accordance with the terms of a certain Promissory Note.

4. Repayment of the loan was secured by a Mortgage on the Property in favor of Mortgage Electronic Registration Systems Inc. ("MERS") as nominee for Equity One, Inc., d/b/a Popular Financial Services, in the principal amount of \$56,500.00. Said Mortgage was recorded on September 19, 2002 in the Columbia County Recorder of Deeds at Instrument Number 200211067. The legal description comprising of the mortgaged premises is attached to the filed Amended Complaint in Foreclosure which is attached hereto, made a part hereof by reference and marked **Exhibit "A"**.

5. Plaintiff was assigned the Mortgage via Assignment of Mortgage recorded on November 13, 2012 in the Columbia County Recorder of Deeds at Instrument Number 201210760.

6. The mortgage went into default as of July 1, 2010 for payment which served the Basis for the filing of the instant foreclosure action. **Exhibit "A."**

7. Plaintiff filed the instant Foreclosure action on February 5, 2013, and default judgment was entered in favor of Plaintiff against the Defendants on September 17, 2015¹. A true

¹ Answering Defendants Jeffrey Slusser and Wendy Camillocci were dismissed from the foreclosure via Consent Judgment approved by the Court.

and correct copy of the filed Judgment is attached hereto as Exhibit "B."

8. A Writ of Execution issued and the the Sheriff's Sale of the Property took place on December 16, 2015. The property was sold to Plaintiff for costs and the property reverred to the Attorney on the Writ at sale.

9. Upon information and belief, the Sheriff's Deed has not yet been recorded and Plaintiff has made request with the Columbia County Sheriff to stay acknowledgement and recording of the Sheriff's Deed pending the disposition of this motion.

10. In completing review of title in preparation of Plaintiff's post-sale ownership and marketing of the subject property for sale, it was discovered that a title defect exists which renders the mortgage foreclosure and subsequent sale void.

11. Plaintiff inadvertently caused a "Satisfaction of Mortgage Without Release of Debt" to be recorded when, Plaintiff has advised counsel, no payoff was ever made on the subject loan.

12. As a result of the aforesaid, Plaintiff is respectfully requesting that this Honorable Court set aside the sheriff sale and vacate judgment.

13. Plaintiff has advised counsel if the Court sets aside the sale and vacates judgment, the loan will be "charged off" and the instant mortgage foreclosure action will be discontinued.

14. Plaintiff respectfully requests that the Sheriff's Sale be set aside and judgment vacated so that the results of an inadvertent title defect may be corrected.

15. No party will be prejudiced by said Sheriff's Sale being set aside as the only Defendants who appeared in this matter were dismissed and the loan will ultimately be charged off.

WHEREFORE, Plaintiff respectfully requests the Court to grant its Motion to Set Aside Sheriff's Sale held December 16, 2015, Vacate Judgment entered on September 17, 2015, and directing the recorder of deeds to cancel/strike the Sheriff's Deed of record, if recorded, and enter the attached Order.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By: 

David Neeren, Esquire

PA ID No. 204252

Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

ATTORNEY FOR PLAINTIFF

**The Bank of New York Mellon f/k/a The Bank of
New York as successor trustee for JPMorgan Chase
Bank, N.A., as Trustee for the benefit of the
Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series 2003-1
C/O Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409**

**COURT OF COMMON PLEAS
CIVIL DIVISION
COLUMBIA COUNTY**

NO. 2013-CV-149

Plaintiff

v.

**DERWOOD H. SLUSSER JR., LAST RECORD
OWNER
139 MAPLE STREET
MILLMONT, PA 17845**

**JEFFREY SLUSSER, KNOWN HEIR OF DERWOOD
H. SLUSSER JR., LAST RECORD OWNER
349 VINE STREET
BERWICK, PA 18603**

**WENDY CAMILLOCCI, KNOWN HEIR OF
DERWOOD H. SLUSSER JR., LAST RECORD
OWNER
4907 COLORADO ST
PANAMA CITY, FL 32404**

**JUDY A. SLUSSER
139 MAPLE STREET
MILLMONT, PA 17845**

**UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS OR ASSOCIATIONS
CLAIMING RIGHT, TITLE OR INTEREST FROM OR
UNDER DERWOOD H. SLUSSER JR., LAST RECORD
OWNER
349 VINE STREET
BERWICK, PA 18603**

Defendants

CLERK OF COURTS OFFICE
COLUMBIA COUNTY, PA

OCT 31 P 12:09

FILED
PROTHONOTARY

AMENDED COMPLAINT IN MORTGAGE FORECLOSURE

EXHIBIT A

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYERS REFERRAL SERVICE
North Penn Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(570) 784-8760**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**North Penn Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(570) 784-8760**

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL DIVISION

The Bank of New York Mellon f/k/a The
Bank of New York as Successor trustee for
JPMorgan Chase Bank, N.A., as Trustee for
the Benefit of the Certificateholders of Equity
One ABS, Inc. Mortgage Pass-Through
Certificates Series 2003-1

Plaintiff

v.

Judy A. Slusser
Derwood H. Slusser, Jr.

Defendants

NO. 2013-CV-149

FILED
PROTHONOTARY
2014 OCT 15 PM 4:05
CLERK OF COURTS, OFFICE
CLINTON COUNTY, OHIO

ORDER

AND NOW, to wit, this 15 day of October, 2014, upon consideration of Plaintiff's Motion For Leave To file an Amended Complaint in Mortgage Foreclosure, and any response thereto, it is hereby

ORDERED that the Plaintiff is granted leave to file its Amended Complaint in Mortgage Foreclosure; and

It is hereby further ORDERED that the Complaint, except as so amended, shall in all other respects, remain unchanged.

BY THE COURT:

15 Day E. Norton
J.

NOTICE

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is **The Bank of New York Mellon f/k/a The Bank of New York** as successor trustee for **JPMorgan Chase Bank, N.A.**, as Trustee for the benefit of the Certificateholders of **Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1**. Plaintiff is the legal holder of the Mortgage that is the subject of this Action by virtue of the following Assignments of Mortgage, which have been recorded in Plaintiff's favor:

Assignor: Mortgage Electronic Registration Systems, Inc.
Assignee: The Bank of New York Mellon f/k/a The Bank of New York as Successor to JPMorgan Chase Bank, National Association, as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1
Date of Assignment: 08/03/2011
Recorded Date: 08/12/2011
Book/Instrument #: 201107626

Assignor: The Bank of New York Mellon f/k/a The Bank of New York as Successor to JPMorgan Chase Bank, National Association, as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1
Assignee: The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1
Date of Assignment: 07/30/2012
Recorded Date: 11/13/2012
Book/Instrument #: 201210760

2. Upon information and belief Defendant(s) and/or their predecessor:

Derwood H. Slusser, Jr. and Judy A. Slusser

(hereinafter "Defendants"), are the owners of property located at **349 Vine Street, Berwick, PA 18603**, by virtue of Deed dated **09/09/2002** and recorded **09/19/2002** in Official Records Book **Instrument Number: 200211066** of the Public Records of **Columbia County, Pennsylvania** (hereinafter the "Property").

2A) Defendant, **Derwood H. Slusser Jr., Last Record Owner**, is the last record owner and mortgagor of the premises being foreclosed, and is named as a Defendant pursuant to Pa.R.C.P. 1144(a)(3).

2B) **Jeffrey Slusser**, is named as a Defendant solely in his capacity as Known Heir of Derwood H. Slusser Jr., pursuant to Pa.R.C.P. 1144(a)(2).

2C) **Wendy Camillocci**, is named as a Defendant solely in her capacity as Known Heir of Derwood H. Slusser Jr., pursuant to Pa.R.C.P. 1144(a)(2).

2D) **Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Derwood H. Slusser Jr., last record owner** are named as party defendants to the extent that they may hold an interest in the subject premises.

3. On 09/09/2002, Defendant(s) and/or their predecessor:

Derwood H. Slusser, Jr. and Judy A. Slusser

promised to pay to the order of **Equity One, Inc., dba Popular Financial Services**, the principal sum of **\$ 56,500.00** payable with interest thereon provided in the Note.

4. By Mortgage dated **09/09/2002**, Defendant(s) and/or their predecessor:

Derwood H. Slusser, Jr. and Judy A. Slusser

to secure the Note, mortgaged to **Mortgage Electronic Registration Systems, Inc., as nominee for Equity One, Inc., dba Popular Financial Services**, the Property which is the subject of this action. The Mortgage was recorded on **09/19/2002** in Official Records Book **Instrument Number: 200211067**. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P 1019(g). A legal description of the mortgaged premises is attached hereto and made a part hereof.

5. Said mortgage is in default in that the payment due **07/01/2010**, and all subsequent payments have not been made, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with the other charges authorized by said Mortgage and itemized below, shall be immediately due.

6. After demand, the Defendant(s) continues to fail or refused to comply with the terms of the Mortgage as follows:

(a) By failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) By failing or refusing to pay other charges, if any, indicated below.

The following amounts are due on the said Mortgage or modification agreement as of the date stated below:

Unpaid Principal Balance	\$51,699.95
Accumulated Interest	\$17,338.22
Accumulated Late Charges	\$1,008.79
Escrow Deficit/ (Reserve)	\$10,071.35
Maintenance Fees	\$2,901.03
Property Valuation Fee - BPO	\$2,044.00
Property Inspection Fee	\$126.00
Prior Servicer Fees	\$949.50
Suspense Balance	\$0.00
Grand Total	\$86,138.84

The above figures are calculated as of 08/12/2014.

The interest rate is subject to adjustment if more fully described as such in the note and mortgage. The interest rate on the subject note is at 7.99000%. The per diem interest accruing on this debt is \$11.47 and that sum should be added each day after the above date.

The late charge is subject to adjustment if more fully described as such in the note and mortgage. The late charge rate on the subject note should be added in accordance to the terms of the note and mortgage charged monthly at \$20.71.

Plaintiff is entitled to recover attorney's fees and costs in accordance with the terms of the mortgage and note and reserves its right to recover these amounts incurred and to be incurred in bringing and maintaining this action.

7. Breach letters have been sent to Defendant(s) in accordance with the requirements of the subject mortgage and/or The Pennsylvania Act 6 of 1974 of the Commonwealth of Pennsylvania and, if applicable, Act 91 of 1983. Copies of the breach letters are attached hereto as Exhibit "A".

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$86,138.84 plus ongoing interest, costs, and fees, and charges collectible under the mortgage, including but not limited to attorney's fees and costs and for sale of the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Nicole LaBletta **Nicole LaBletta, Esquire**

VERIFICATION

PA ID 202194

I am Paul Dickinson of Ocwen Loan Servicing, LLC ("Ocwen") the servicing agent (or servicer) for The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1 ("Plaintiff"), am authorized to make this verification on behalf of Ocwen and hereby certify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. Except where otherwise stated and/or based upon public record, this verification is based upon a review of business records regularly created, kept and maintained in the course of Ocwen's mortgage servicing business conducted on Plaintiff's behalf.

In making this verification, I understand that it is a crime under 18 PA C.S. Section 4904 to make a written statement to a public servant, or to invite a public servant's reliance upon a written statement or instrument, which I do not believe to be true or which I know to be false

Date: 8/25/14

Name: Paul Dickinson

Title: Contract Management Coordinator

Company: Ocwen Loan Servicing LLC the servicing agent (or servicer) For The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1

Borrower: JUDY A. SLUSSER DERWOOD H. SLUSSER JR.

Property Address: 349 Vine Street, Berwick, PA 18603

MJU #: 11100746-1

ALL that certain lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at corner of Lot No. 51 of Jackson and Woodin Manufacturing Company's Addition to Berwick, on North Vine Street;

THENCE North along Vine Street, a distance of forty nine and one half (49 1/2) feet to Lot No. 53 in said Addition;

THENCE West along Lot No. 53 a distance of one hundred and forty five (145) feet to Grant Street;

THENCE South along Grant Street a distance of forty nine and one half (49 1/2) feet to a corner of Lot No. 51;

THENCE East along Lot No. 51 a distance of one hundred forty five (145) feet to the place of beginning. This description is intended to cover Lot No. 53 in the ten single company houses on North Vine Street, Berwick, Pennsylvania.

BEING the same premises conveyed to Derwood H. Shuster Jr., by Deed of Eva J. Shuster, widow, dated March 18, 1953, recorded in Columbia County Recorder of Deeds Book 529, page 425.
Pin # 4B-4-5B

September 13, 2012

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Exhibit A

HOMEOWNER'S NAME(S): Derwood H. Slusser, Jr.
Judy A. Slusser
PROPERTY ADDRESS: 349 Vine Street
Berwick, PA 18603
LOAN ACCT. NO.: [REDACTED]
ORIGINAL LENDER: Equity One, Inc., dba Popular Financial Services
CURRENT LENDER: The Bank of New York Mellon f/k/a The Bank of
New York as successor to JPMorgan Chase Bank,
National Association, as trustee for the benefit of the
Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series 2003-1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE — Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice (plus three (3) days for mailing). During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THIRTY-THREE (33) DAYS OF THE DATE OF THIS NOTICE. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT". EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES — If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone

numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. To temporarily stop the lender from filing a foreclosure action, your application **MUST** be forwarded to PHFA and received within thirty (30) days of your face-to-face meeting with the counseling agency.

YOU SHOULD FILE A HEMAP APPLICATION AS SOON AS POSSIBLE. IF YOU HAVE A MEETING WITH A COUNSELING AGENCY WITHIN 33 DAYS OF THE POSTMARK DATE OF THIS NOTICE AND FILE AN APPLICATION WITH PHFA WITHIN 30 DAYS OF THAT MEETING, THEN THE LENDER WILL BE TEMPORARILY PREVENTED FROM STARTING A FORECLOSURE AGAINST YOUR PROPERTY, AS EXPLAINED ABOVE, IN THE SECTION CALLED "TEMPORARY STAY OF FORECLOSURE". YOU HAVE THE RIGHT TO FILE A HEMAP APPLICATION EVEN BEYOND THESE TIME PERIODS. A LATE APPLICATION WILL NOT PREVENT THE LENDER FROM STARTING A FORECLOSURE ACTION, BUT IF YOUR APPLICATION IS EVENTUALLY APPROVED AT ANY TIME BEFORE A SHERIFF'S SALE, THE FORECLOSURE WILL BE STOPPED.

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:

349 Vine Street
Berwick, PA 18603

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Payments of \$414.18 for July 1, 2010 through October 1, 2010 = \$1,656.72

Monthly Payments of \$657.21 for November 1, 2010 through September 1, 2012 = \$15,115.83

Late Charges = \$1,008.79

Other charges (explain/itemize): Property Valuation Fees/BPO = \$876.00

Property Inspection Fees = \$52.50

TOTAL AMOUNT PAST DUE:

\$18,709.84

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$18,709.84, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.): N/A

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the

mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender/Service:

Ocwen Loan Servicing, LLC

Address:

12650 Ingenuity Drive
Orlando, FL 32826

Phone Number:

877-596-8580

Fax Number:

407-737-5693

Contact Person:

Customer Service

E-Mail Address:

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Columbia County

HEMAP Consumer Credit Counseling Agencies

COLUMBIA County

Report last updated: 08/17/2012 11:26 AM

American Credit Counseling Institute
212 Berwick-Hazleton Hwy
Nescopeck, PA 18635
888-468-8847

CCCS of Northeastern PA
401 Laurel Street
Pittston, PA 18640
570-602-2227 800-922-9537

PA Interfaith Community Programs Inc.
630 Lincoln Street
Milton, PA 17847
570-742-3399

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



7012 1010 0002 4806 3056



01514265519218

\$05.950

09/13/2012

Mailed From 08003

US POSTAGE

Berwood H. Slusser Jr.
349 Vine Street
Berwick, PA 18603

111007146-1 Act dept



SENDER, COMPLETE THIS SECTION

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

1. Article Addressed to:

Derwood H. Shesser Jr.
344 Vine Street
Bermick, PA 18603

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

7032 1010 0002 4806 3056

Domestic return receipt

100005-02-00-1000

COMPLETE THIS SECTION FOR RETURN

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



7012 1010 0002 4806 3087



Postage

016H26519218
\$05.950
09/13/2012
Mailed from 08003
US POSTAGE

Derwood H. Slusser, Jr.

P.O. Box 52

Millersburg, PA 17845

111 DORTCH-1 Act dept

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION		COMPLETE THE SECTION OF DELIVERY	
<p>1. Article Addressed to:</p> <p><i>Derwood H. Shesser, Jr.</i></p> <p><i>P.O. Box 57</i></p> <p><i>Millmont, PA 17845</i></p>		<p>A. Signature</p> <p><i>X</i></p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Number from service label)</p> <p><i>7012 1010 0002 4806 3067</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, enter delivery address below)</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p> <p>Domestic Return Receipt</p> <p>101000-02-0000-1000</p>			

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



7012 1020 0002 4806 3063



0160426578216
\$05.950
09/13/2012
Mailed From 08003
US POSTAGE

Judy A. Slusser
349 Vine Street
Bermick, PA 18703

1100746-1 Act dept

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

SENDER: COMPLETE THIS SECTION		ADDRESSEE: COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Judy A. Slusser 349 Vine Street Beverly, PA 18603		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7012 1010 0002 4806 30E3		D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Enter Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		100505-00-00-00-0000	

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



7812 1010 0002 4806 3070

016H28519246

\$05.950

09/13/2012

Web Mail From: 08003

US POSTAGE

Hastler



Judy A. Slusser

P.O. Box 52

Millersburg, PA 17345

11100746-1 Act dept



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Judy A. Shugrow
P.O. Box 52
Millmont, PA 17845

COMPLETE THIS SECTION ON DELIVERY

- A. Signature**
☒ Agent
☐ Addressee
- B. Received by (Printed Name)** **C. Date of Delivery**
- D. Is delivery address different from item 1? ☐ Yes ☐ No**
If YES, enter delivery address below: ☐ Yes ☐ No

- 3. Service Type**
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
- 4. Restricted Delivery? (Extra Fee)** ☐ Yes ☐ No

2. Article Number

(Number from service label)

7032 1010 0002 4806 3070

PS Form 3811, February 2004

Domestic Return Receipt

100000-0000-1040

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

ATTORNEY FOR PLAINTIFF

The Bank of New York Mellon f/k/a The
Bank of New York as successor in trustee for
JPMorgan Chase Bank, N.A., as Trustee for
the benefit of the Certificateholders of Equity
One ABS, Inc. Mortgage Pass-Through
Certificates Series 2003-11

Plaintiff

v.

Derwood H. Slusser, Jr., Last Record Owner

Jeffrey Slusser, Known Heir of Derwood H.
Slusser, Jr., Last Record Owner

Wendy Camillocci, Known Heir of Derwood
H. Slusser, Jr., Last Record Owner

Judy A. Slusser

Unknown Heirs, Successors, Assigns and All
Persons, Firms or Associations Claiming
Right, Title or Interest from or Under
Derwood H. Slusser, Jr., Last Record Owner

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Columbia County

No. 2013-CV-149

CERTIFICATE OF SERVICE

I, Nicole Labletta, Esquire, hereby certify that I have served true and correct copies of the
Plaintiff's Amended Complaint in Mortgage Foreclosure upon the following person(s) named
herein at their last known address or their attorney of record.

_____XXXXXX_____ Regular First Class Mail

Date Served: October 20, 2014

To: Derwood H. Slusser, Jr.,
Last Record Owner
139 Maple Street
Millmont, PA 17845
Defendant

Jeffrey Slusser, Known Heir of Derwood H.
Jr., Last Record Owner
349 Vine Street
Berwick, PA 18603
Defendant

Wendy Camillocci, Known Heir of
Derwood A. Slusser, Last Record Owner
4907 Colorado Street
Panama City, FL 32404
Defendant

Judy A. Slusser
139 Maple Street
Millmont, PA 17845
Defendant

Judy A. Slusser
349 Vine Street
Berwick, PA 18603
Defendant

Unknown Heirs, Successors, Assigns and
All Persons, Firms or Associations Claiming
Right, Title or Interest From or Under
349 Vine Street
Berwick, PA 18603
Defendant

UDREN LAW OFFICES, P.C.

By: Nicole LaBletta
Nicole LaBletta, Esquire
PA ID# 202194
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

COPY

The Bank of New York Mellon f/k/a The Bank of New York as
successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the
benefit of the Certificateholders of Equity One ABS, Inc. Mortgage
Pass-Through Certificates Series 2003-1

1661 Worthington Road

Suite 100

West Palm Beach, FL 33409

Plaintiff

v.

Derwood H. Slusser Jr., Last Record Owner

349 Vine Street

Berwick, PA 18603

Unknown Heirs, Successors, Assigns and All Persons, Firms or
Associations Claiming Right, Title or Interest From or Under

Derwood H. Slusser, Jr., Last Record Owner

349 Vine Street

Berwick, PA 18603

Judy A. Slusser

139 Maple Street

Millmont, PA 17845

Defendant(s)

COURT OF
COMMON
PLEAS
CIVIL DIVISION
Columbia
County

MORTGAGE
FORECLOSURE

NO. 2013-CV-
149

FILED
PROTHONOTARY
2015 SEP 17 PM 12 47
CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **DERWOOD H. SLUSSER JR., LAST RECORD OWNER; UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR JR., LAST RECORD OWNER; JUDY A. SLUSSER**; for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

	FROM	TO	
Unpaid Principal Balance			\$51,699.95
Interest Per Complaint			\$17,338.22
Additional Interest	08/13/2014	09/14/2015	\$4,565.06
Late Charges Per Complaint			\$1,008.79
Escrow Per Complaint			\$10,071.35
Maintenance Fees			\$2,901.03
Property Valuation Fee - BPO			\$2,044.00
Property Inspection Fee			\$126.00
Prior Servicer Fees			\$949.50
Grand Total			\$90,703.90

EXHIBIT B

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

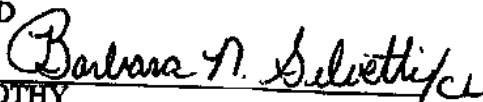
BY: 

Attorney for Plaintiff ELIZABETH L. WASSALL, ESQ
PA ID 77788

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 9/17/2015

PRO PROTHY



MJU#: 11100746 CASE#: 11100746-1

UDREN LAW OFFICES, P.C.
BY: DAVID NEEREN, ESQUIRE - ID #204252
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division
COLUMBIA COUNTY

NO. 2013-CV-149

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION
TO SET ASIDE SHERIFF'S SALE, AND VACATE FORECLOSURE JUDGMENT**

I. FACTUAL AND PROCEDURAL HISTORY

Plaintiff is The Bank of New York Mellon f/k/a The Bank of New York as successor Trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-2 ("Plaintiff"). Derwood J. Slusser, Jr., Last Record Owner, Judy A. Slusser, and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest From or Under Derwood H. Slusser, Jr., Last Record Owner (collectively the "Defendants") were the previous owners of the real property commonly known as located 349 Vince Street, Berwick, PA 18603 (the "Property").

On September 9, 2002, Equity One, Inc., d/b/a Popular Financial Services, loaned to Derwood and Judy Slusser the sum of Fifty Six Thousand Five Hundred (\$56,500.00) Dollars, in accordance with the terms of a certain Promissory Note. Repayment of the loan was secured by a Mortgage on the Property in favor of

Mortgage Electronic Registration Systems Inc. ("MERS") as nominee for Equity One, Inc., d/b/a Popular Financial Services, in the principal amount of \$56,500.00. Said Mortgage was recorded on September 19, 2002 in the Columbia County Recorder of Deeds at Instrument Number 200211067. **Exhibit "A"**. Plaintiff was assigned the Mortgage via Assignment of Mortgage recorded on November 13, 2012 in the Columbia County Recorder of Deeds at Instrument Number 201210760. The mortgage went into default as of July 1, 2010 for payment which served the basis for the filing of the instant foreclosure action. **Exhibit "A."**

Plaintiff filed the instant Foreclosure action on February 5, 2013, and default judgment was entered in favor of Plaintiff against the Defendants on September 17, 2015. **Exhibit "B."** A Writ of Execution issued and the the Sheriff's Sale of the Property took place on December 16, 2015. The property was sold to Plaintiff for costs and the property revered to the Attorney on the Writ at sale. Upon information and belief, the Sheriff's Deed has not yet been recorded and Plaintiff has made request with the Columbia County Sheriff to stay acknowledgement and recording of the Sheriff's Deed pending the disposition of this motion. In completing review of title in preparation of Plaintiff's post-sale ownership and marketing of the subject property for sale, it was discovered that a title defect exists which renders the mortgage foreclosure and subsequent sale void. Plaintiff inadvertently caused a "Satisfaction of Mortgage Without Release of Debt" to be recorded when, Plaintiff has advised counsel, no payoff was ever made on the subject loan.

Plaintiff now requests that the Sheriff's Sale be set aside and judgment vacated so that the title error can be rectified and place the parties at status quo. Upon information and belief, the Sheriff's Deed has not yet been recorded. For the foregoing reasons, Plaintiff respectfully requests this Honorable Court grant its Motion to Set Aside Sheriff's Sale of December 16, 2015

and Vacate the Foreclosure Judgment entered on September 17, 2015, and directing the recorder of deeds to cancel/strike the Sheriff's Deed of record, if recorded. No party will be prejudiced by said Sheriff's Sale being set aside no Defendants in judgment appeared to contest the foreclosure.

II. QUESTION PRESENTED

1. Whether this Court should enter an Order Setting Aside the Sheriff's Sale and Vacating Foreclosure Judgment?

Suggested Answer: Yes.

III. ARGUMENT

A. THE SHERIFF'S SALE SHOULD BE SET ASIDE AND JUDGMENT VACATED FOR PROPER CAUSE SHOWN

In the context of the enforcement of judgments such as the judgment entered in the instant mortgage foreclosure action, the court has the discretion to set aside the sale of real property or enter any other order which may be just and proper under the circumstances. *Cf. Pa.R.C.P. 3132*, "Setting Aside Sale." Specifically, the Pennsylvania Rules of Civil Procedure permit any party-in-interest, including the foreclosing lender, to seek an order setting aside a sale *before the delivery of the deed* to real estate, stating as follows:

Rule 3132. Setting Aside Sale

Upon petition of any party in interest before delivery of the personal property or of the Sheriff's deed to real property, the court may, upon proper cause shown, set aside the sale and order a resale or enter any other order which may be just and proper under the circumstances. Adopted March 30, 1960, effective Nov. 1, 1960. Pa. R.C.P. 3132. *Id.* (emphasis added).

Moreover, the Courts of this Commonwealth routinely set aside Sheriff's Sales before delivery of the deed based upon the individual equities of the matter. *See e.g. Kaib v. Smith*, 684 A.2d 630, 631, 454 Pa.Super. 67, 70 (Pa.Super.1996) (internal citations omitted); *see also Gambler v. Huyett*, 451 Pa. Super. 351, 354, 358-359 (Pa. Super. 1996). Additionally, Rule

3183(d) provides that "[t]he court may on application of any party in interest set aside the writ....upon any other legal or equitable ground."

In the present case, Plaintiff desires to rescind and set aside the sheriff sale and to vacate the judgment because a satisfaction was inadvertently recorded and the Plaintiff desires to correct the results of that inadvertent error.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Honorable Court grant its Motion to Set Aside Sheriff's Sale of December 16, 2015 and Vacate the Foreclosure Judgment entered on September 17, 2015, and directing the recorder of deeds to cancel/strike the Sheriff's Deed of record, if recorded.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY: 

David Neeren, Esquire
P.A. ID No. 204252
Attorney for Plaintiff

214116

UDREN LAW OFFICES, P.C.
BY: DAVID NEEREN, ESQUIRE - ID #204252
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Mellon f/k/a The Bank
of New York as successor Trustee for JPMorgan
Chase Bank, N.A., as Trustee for the benefit of
the Certificateholders of Equity One ABS, Inc.
Mortgage Pass-Through Certificates Series
2003-2

Plaintiff

v.

Derwood H. Slusser, Jr., et al.

Defendants

Court of Common Pleas
Civil Division
COLUMBIA COUNTY

NO. 2013-CV-149

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that Plaintiff's Motion to Set Aside Sale, and Vacate
Judgment, Memorandum of Law in Support, Proposed Order and this Certificate of Service were served
upon the following person(s) named herein at the below address:

_____ xxxxxx _____ Regular Mail

Date Served: February 19, 2016

TO:

Derwood H. Slusser, Jr.
349 Vine Street
Berwick, PA 18603

Unknown Heirs, Successors, Assigns
and All Persons Firms or Associations
Claiming Right, Title or Interest From
Or Under Derwood J. Slusser, Jr.
349 Vine Street
Berwick, PA 18603

Judy A. Slusser
349 Vine Street
Berwick, PA 18603

Judy Slusser
211 Valley View Lake
Millville, PA 17846

Judy A. Slusser
139 Maple Street
Millmont, PA 17845

Columbia County Sheriff
35 W. Main Street
Bloomsburg, PA 17815

UDREN LAW OFFICES, P.C.

By: 

David Neeren, Esquire

P.A. ID No. 204252

Attorney for Plaintiff

KNOW ALL MEN BY THESE PRESENTS,

That I, Timothy T. Chamberlain, Sheriff of the County of Columbia in the Commonwealth of Pennsylvania, for and in consideration of the sum **FIVE THOUSAND FOUR HUNDRED FORTY-FIVE AND 11/100 (\$5,445.11) DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant and convey to **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR TRUSTEE FOR JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF EQUITY ONE ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-1**, of 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, its successors and assigns,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE BOROUGH OF BERWICK, COUNTY OF COLUMBIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT CORNER OF LOT NO. 51 OF JACKSON AND WOODIN MANUFACTURING COMPANY'S ADDITION TO BERWICK, ON NORTH VINE STREET; THENCE NORTH ALONG VINE STREET, A DISTANCE OF FORTY NINE AND ONE HALF (49 1/2) FEET TO LOT NO. 53 IN SAID ADDITION; THENCE WEST ALONG LOT NO. 53 A DISTANCE OF ONE HUNDRED AND FORTY FIVE (145) FEET TO GRANT STREET; THENCE SOUTH ALONG GRANT STREET A DISTANCE OF FORTY NINE AND ONE HALF (49 1/2) FEET TO A CORNER OF LOT NO. 51; THENCE EAST ALONG LOT NO. 51 A DISTANCE OF ONE HUNDRED FORTY FIVE (145) FEET TO THE PLACE OF BEGINNING.

THIS DESCRIPTION IS INTENDED TO COVER LOT NO. 52 IN THE TEN SINGLE COMPANY HOUSES ON NORTH VINE STREET, BERWICK, PENNSYLVANIA.

BEING THE SAME PREMISES CONVEYED TO DERWOOD H. SLUSSER JR., BY DEED OF EVA J. SLUSSER, WIDOW, DATED MARCH 18, 1993, RECORDED IN COLUMBIA COUNTY RECORDER OF DEEDS BOOK 529, PAGE 425.

TITLE TO SAID PREMISES IS VESTED IN Derwood H. Slusser, Jr. and Judy A. Slusser, his wife BY DEED FROM Derwood H. Slusser, Jr. and Judy A. Slusser, his wife DATED 09/09/2002 RECORDED 09/19/2002 AT INSTRUMENT NUMBER 200211066

PROPERTY ADDRESS: 349 VINE STREET, BERWICK, PA 18603
UPI / TAX PARCEL NUMBER: 04B-04-058

The same having been sold by me to the said Grantee on the 16th day of December, 2015, after due advertisement according to law, under and by virtue of a Writ of Execution #120 - ED- 2015, issued on the 17th day of September, 2015, out of the Court of Common Pleas of the County of Columbia and Commonwealth of Pennsylvania as of Term 2013 Number 149, at the suit of **THE BANK OF NEW YORK MELLON vs JUDY A. SLUSSER, DERWOOD H. SLUSSER, JR., JEFFREY SLUSSER, DERWOOD H. SLUSSER, UNKNOWN HEIR OF, JR., WENDY CAMOLLOIC, CONSECO FINANCE CONSUMER DISCOUNT COMPANY.**

Timothy T. Chamberlain
Sheriff of Columbia County

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF COLUMBIA)

Before the undersigned officer, Barbara N. Silvetti, Prothonotary of the Court of Common Pleas of Columbia County, Pennsylvania, personally appeared **Timothy T. Chamberlain, Sheriff of Columbia County** aforesaid, and in due form of law declared that the facts set forth in the foregoing deed are true and that he acknowledged the same in order that the Deed might be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, this _____ day of _____, 2016.

Prothonotary
Barbara N. Silvetti

I hereby certify that the precise address of the within named Grantee is:

1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

Timothy T. Chamberlain
Sheriff of Columbia County

Prepared by:
P. Jeffrey Hill, Esquire
Harding, Hill & Turowski, LLP
38 West Third Street
Bloomsburg, PA 17815
Phone: (570) 784-6770

PO Box 380
Bloomsburg, PA 17815

Phone 570-389-5622
Fax 570-389-5625

**COLUMBIA COUNTY
SHERIFF'S OFFICE**
TIMOHTY T. CHAMBERLAIN, SHERIFF

Fax

To: Karen

From: Sheriff Timothy T. Chamberlain

Fax:

Pages: 2

Phone:

Date: December 17, 2015

Re: Slusser execution

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● **Comments:**

12-17-15
Karen - Update
856 669 5530
for 5531
VAR Slusser root
Sheet

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



Plaintiff
THE BANK OF NEW YORK MELLON

vs.

Defendant
JUDY SLUSSER
DERWOOD H SLUSSER, JR
JEFFREY SLUSSER
DERWOOD H SLUSSER, UNKNOWN HEIR
OF, JR
WENDY CAMOLLOIC
CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

Attorney for the Plaintiff:
UDREN LAW OFFICES, PC
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Sheriff's Sale Date: Wednesday, December 16, 201

Writ of Execution No. : 2013CV149

Advance Sheriff Costs: \$1,500.00

Location of the real estate: 349 VINE 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	\$54.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,167.09
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	\$225.00
Service Mileage	\$24.00
Distribution Form	\$25.00
Copies	\$7.50
Notary Fee	\$10.00
Surcharge	\$160.00
Other	\$44.50

UNION CO SHERIFF

Total Sheriff Costs **\$2,124.59**

Municipal Costs

Delinquent Taxes	\$1,787.08
Sewer	\$1,359.67

Total Municipal Costs **\$3,146.75**

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: 349 VINE STREET, BERWICK, PA 18603

Distribution Costs

Recording Fees

\$67.00

Total Distribution Costs

\$67.00

Grand Total:

\$5,338.34

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

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

THE BANK OF NEW YORK MELLON
vs.
JUDY SLUSSER (et al.)

Case Number
2013CV149

PROPERTY ADDRESS
349 VINE STREET, BERWICK, PA 18603

REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
09/18/2015	Advance Fee	Advance Fee	83013	\$0.00	\$1,500.00
09/18/2015	Advertising Sale (Newspaper)			\$15.00	\$0.00
09/18/2015	Advertising Sale Bills & Copies			\$17.50	\$0.00
09/18/2015	Crying Sale			\$10.00	\$0.00
09/18/2015	Docketing			\$15.00	\$0.00
09/18/2015	Levy			\$15.00	\$0.00
09/18/2015	Mailing Costs			\$54.00	\$0.00
09/18/2015	Posting Handbill			\$15.00	\$0.00
09/18/2015	Poundage			\$106.77	\$0.00
09/18/2015	Press Enterprise Inc.			\$1,167.09	\$0.00
09/18/2015	Prothonotary, Acknowledge Deed			\$10.00	\$0.00
09/18/2015	Sheriff Automation Fund			\$50.00	\$0.00
09/18/2015	Sheriff's Deed			\$35.00	\$0.00
09/18/2015	Solicitor Services			\$100.00	\$0.00
09/18/2015	Transfer Tax Form			\$25.00	\$0.00
09/18/2015	Web Posting			\$100.00	\$0.00
09/18/2015	Deputize Advance Fee	(PAID 09/18/2015)	7083	\$75.00	\$0.00
12/14/2015	Advance Fee	Advance Fee	779	\$0.00	\$30.50
12/14/2015	Service			\$225.00	\$0.00
12/14/2015	Service Mileage			\$24.00	\$0.00
12/14/2015	Distribution Form			\$25.00	\$0.00
12/14/2015	Copies			\$7.50	\$0.00
12/14/2015	Notary Fee			\$10.00	\$0.00
12/14/2015	Surcharge			\$160.00	\$0.00
12/14/2015	Delinquent Taxes			\$1,787.08	\$0.00
12/14/2015	Sewer			\$1,359.67	\$0.00
12/14/2015	Recording Fees			\$67.00	\$0.00
				\$5,475.61	\$1,530.50

TOTAL BALANCE: \$(3,945.11)

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTANT PAPER WITH MICROPRINTED BORDER

87700

UDREN LAW OFFICES, PC
PA OPERATING ACCOUNT
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

 **Beneficial**
BANK

NUMBER
87700

3 7568/2360

Three Thousand Nine Hundred Forty-Five and 11/100*****

DATE

AMOUNT

January 11, 2016

*****3,945.11

PAY
TO THE
ORDER
OF

Columbia County Sheriff
Courthouse
P.O. Box 380
Bloomsburg, PA 17815

VOID AFTER 90 DAYS

Slusser, 349 Vine Street, Berwick, PA 18603, Karen Ruiz

⑈087700⑈ ⑆236075689⑆ 9500077186⑈

Pennsylvania Office
100 W. 3rd Ave.
Suite 200
Conshohocken, PA 19428
(PH) 215-568-9500
Mark J. Vahren, Esq.
Licensed: PA, NJ, FL

UDREN LAW OFFICES, P.C.

New Jersey Office
Woodcrest Corporate Center
111 Woodcrest Rd.
Suite 200
Cherry Hill, NJ 08003
(PH) 856-669-5400
(FX) 856-669-5399
www.udren.com

Florida Office
2101 W. Commercial Blvd
Suite 5000
Fort Lauderdale, FL 33309
(PH) 954-378-1757
(FX) 954-378-1758

January 11, 2016

Columbia County Sheriff
Courthouse
P.O. Box 380
Bloomsburg, PA 17815

RE: **The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-J**

vs.

DERWOOD H. SLUSSER JR., LAST RECORD OWNER; UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER DERWOOD H. SLUSSER, JR., LAST RECORD OWNER; JUDY A. SLUSSER;
Property: **349 Vine Street, Berwick, PA 18603**
County C.C.P. No.: **2013-CV-149**
Sheriff's Sale Date: **12/16/2015**

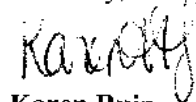
Dear Sir or Madam:

As attorney on the Writ, we are requesting the **DEED** be recorded in the name of, **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR TRUSTEE FOR JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF EQUITY ONE ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-1, 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409.**

Enclosed please find two original Realty Transfer Tax Statement of Value forms.

Thank you in advance for your kind assistance in this matter and as always, if you have any questions please feel free to contact me.

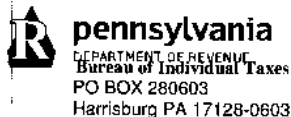
Sincerely,



Karen Ruiz
Legal Assistant

Enclosure

MJU Case # **11100746-1**



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, 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 UDREN LAW OFFICES, PC		Telephone Number: 856-669-5400	
Mailing Address 111 WOODCREST RD.	City CHERRY HILL	State NJ	ZIP Code 08003

B. TRANSFER DATA

Date of Acceptance of Document	01 / 11 / 2016		
Grantor(s)/Lessor(s) Sheriff of Columbia County	Telephone Number:	Grantee(s)/Lessee(s) The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Equity One ABS, Inc. Mortgage Pass-Through Certificates Series 2003-1	Telephone Number:
Mailing Address 35 West Main Street	City Bloomburg	State PA	ZIP Code 17815
Mailing Address 1661 Worthington Road, Suite 100	City West Palm Beach	State FL	ZIP Code 33409

C. REAL ESTATE LOCATION

Street Address 349 Vine Street	City, Township, Borough Borough of Berwick
County Columbia	School District Berwick Area SD
Tax Parcel Number 04B-04-058	

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		
1. Actual Cash Consideration \$ 5,338.34	2. Other Consideration + 0	3. Total Consideration = \$ 5,338.34
4. County Assessed Value \$13,299.00	5. Common Level Ratio Factor X 3.60	6. Fair Market Value = \$47,876.40

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

1a. Amount of Exemption Claimed \$47,876.40	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.) Transfer from the Sheriff to the mortgagee as a result of an action in mortgage foreclosure.

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

01-11-2016



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

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County Columbia	School District Berwick Area SD
Tax Parcel Number 04B-04-058	

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--	---	---

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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.)
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- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) Transfer from the Sheriff to the mortgagee as a result of an action in mortgage foreclosure.

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

Karen...

01/11/2016

REVENUE J. MICHAEL
REGISTER AND RECORDER
COLUMBIA COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200211067
RECORDED ON
Sep 19, 2002
8:57:02 AM
RECORDING FEE - \$4.00
RECORDING
COUNTY IMPROVEMENT \$2.00
FUND
RECORDER IMPROVEMENT \$3.00
FUND
STATE MORT TAX \$0.30
AFFIDAVIT HOUSING \$35.85
AFFIDAVIT HOUSING - \$4.10
100
AFFIDAVIT HOUSING - \$2.05
TOTAL \$57.50
CUSTOMER
MICHAEL O BART, MAIL

Prepared By:
Laura Theis
301 Lippincott Drive
Marlton, NJ 08053

Return To:
Equity One, Inc., dba
Popular Financial Services
301 Lippincott Drive,
Marlton, NJ 08053

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1000456-0000330246-1

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated September 9, 2002 together with all Riders to this document.
- (B) "Borrower" is GERWOOD H. SLUSSER JR and JUDY A SLUSSER

Borrower is the mortgagor under this Security Instrument.

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

00330246

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

UADP-6A(PA) 102006

Page 1 of 18 MW 0602

Index *D15*
JAS

VMP MORTGAGE FORMS - (800) 221-7291



(D) "Lender" is Equity One, Inc., dba Popular Financial Services

Lender is a Corporation
organized and existing under the laws of Pennsylvania
Lender's address is 301 Lippincott Drive, Marlton, NJ 08053

(E) "Note" means the promissory note signed by Borrower and dated September 9, 2002
The Note states that Borrower owes Lender Fifty Six Thousand Five Hundred and no/100

(U.S. \$56,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than October 1, 2032

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

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

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

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

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

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

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

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

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

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

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

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6A(PA) 10206

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Initials *DHS*
JAS

Form 3039 1/01

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

ATTACHED LEGAL DESCRIPTION

which currently has the address of
349 VINE STREET
BERWICK
("Property Address");

(City), Pennsylvania 18603

[Street]
[Zip Code]

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

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Form 3039 1/01

ALL that certain lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at corner of Lot No. 51 of Jackson and Woodin Manufacturing Company's Addition to Berwick, on North Vine Street:

THENCE North along Vine Street, a distance of forty nine and one half (49 ½) feet to Lot No. 53 in said Addition;

THENCE West along Lot No. 53 a distance of one hundred and forty five (145) feet to Grant Street;

THENCE South along Grant Street a distance of forty nine and one half (49 ½) feet to a corner of Lot No. 51;

THENCE East along Lot No. 51 a distance of one hundred forty five (145) feet to the place of beginning. This description is intended to cover Lot No. 52 in the ten single company houses on North Vine Street, Berwick, Pennsylvania.

BEING the same premises conveyed to Derwood H. Slusser Jr., by Deed of Eva J. Slusser, widow, dated march 18, 1993, recorded in Columbia County Recorder of Deeds Book 529, page 425.
Pin # 4B-4-58

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

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

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

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

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

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

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

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

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

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

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

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

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Form 3038 1/01

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

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

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

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

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

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

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

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WHP-6A(PA) 002061

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Form 3039 1/01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Michael D. Pate

Derwood H. Slusser Jr. (Seal)
DERWOOD H. SLUSSER JR
Borrower

Michael D. Pate

Judy A. Slusser (Seal)
JUDY A. SLUSSER
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

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Certificate of Residence

I, ~~Edna Theis~~ Michael D Bartz, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 9th day of September, 2002


~~Edna Theis~~
Michael D Bartz Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, *Cherry*

County ss:

On this, the 9th day of September, 2002, before me, the undersigned officer, personally appeared DERWOOD H. SLUSSER JR. and JUDY A SLUSSER

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

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

Title of Officer

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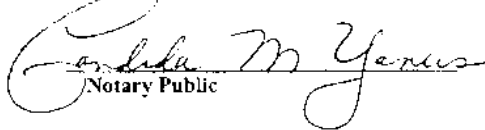
FORM OF ACKNOWLEDGEMENT BY AN ATTORNEY AT LAW

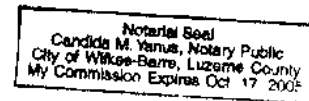
Commonwealth of Pennsylvania

County of Luzerne

On this 9th day of September, 2002, before me, Candida M. Yanus, the undersigned officer,
personally appeared Michael D. Bart known to me {or satisfactorily proven} to be a member
of the bar of the highest court of said state Supreme Court JD Number 16004 and a subscribing
witness to the within instrument, and certified that he was personally present Derwood H. Slusser
Jr. and Judy A. Slusser, whose name(s) is/are subscribed to the
within instrument executed the same; and that said person(s) acknowledged that he/they
executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seals.


Notary Public





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

Instrument Number - 201107626

Recorded On 8/12/2011 At 11:56:46 AM

* Total Pages - 3

* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 158564

* Grantor - SLUSSER, DERWOOD II -JR

* Grantee - BANK OF NEW YORK MELLON

User - BSL

*** FEES**

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

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

MAIL PHILAN HALLINAN & SCHMIEG LLP
ONE PENN CENTER AT SUBURBAN STATION
1617 JFK BLVD STE 1400
PHILADELPHIA, PA 19103-9897

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



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that [Mortgage Electronic Registration Systems, Inc.] hereinafter [Assignor] the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF EQUITY ONE ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-1, "Assignee,"** the receipt whereof is acknowledged, has granted, bargained, sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by **DERWOOD H. SLUSSER, JR and JUDY A. SLUSSER** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS A NOMINEE FOR EQUITY ONE, INC. DBA POPULAR FINANCIAL SERVICES**, bearing the date **09/09/2002**, in the amount of **\$56,500.00**, said Mortgage being recorded on **09/19/2002** in the County of **COLUMBIA**, Commonwealth of Pennsylvania, in Mortgage Instrument No. **200211067**, MIN: **1000466-0000330246-1**.

Being Known as Premises: **349 NORTH VINE STREET, BERWICK, PA 18603-3622**
Parcel No: **04B-04-058-00.000**

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignor. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said Mortgage in the said Indenture of Mortgage named, and his/her/their heirs and assigns therein.

IN WITNESS WHEREOF, the said [Assignor] has caused its Corporate Seal to be herein affixed and these presents to be duly executed by its proper officers this 3rd day of August, 2011.

Mortgage Electronic Registration Systems, Inc.

By: 

Name: **Debra Lyman**

Title:

Vice President

Scaled and Delivered
in the presence of us:

State of **Texas** :

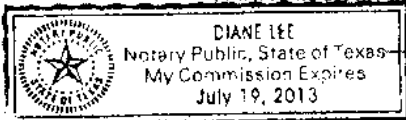
ss.

County of **Harris** :

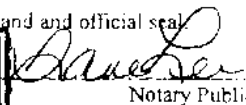
On this 3rd day of August, 2011, before me, the subscriber, personally appeared Debra Lyman who acknowledged him/herself to be the Vice President of Mortgage Electronic Registration Systems, Inc., and that he/she, as such personally known, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Stamp/Seal:

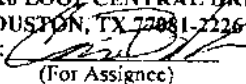


DIANE LEE
Notary Public, State of Texas
My Commission Expires
July 19, 2013


Notary Public

The precise address of the within named Assignee is:

**C/O LITTON LOAN SERVICING, LP
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226**

By: 
(For Assignee)
Connie Baker

After recording return to:
**Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103**

Document Execution
PHS # 273255

ALL that certain lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at corner of Lot No. 51 of Jackson and Woodin Manufacturing Company's Addition to Berwick, on North Vine Street:

THENCE North along Vine Street, a distance of forty nine and one half (49 1/2) feet to Lot No. 53 in said Addition;

THENCE West along Lot No. 53 a distance of one hundred and forty five (145) feet to Grant Street;

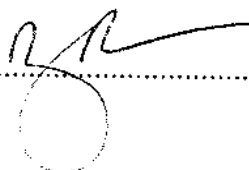
THENCE South along Grant Street a distance of forty nine and one half (49 1/2) feet to a corner of Lot No. 51;

THENCE East along Lot No. 51 a distance of one hundred forty five (145) feet to the place of beginning. This description is intended to cover Lot No. 52 in the ten single company houses on North Vine Street, Berwick, Pennsylvania

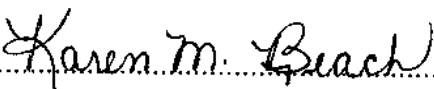
BEING the same premises conveyed to Derwood H. Slusser Jr., by Deed of Eva J. Slusser, widow, dated March 16, 1993, recorded in Columbia County Recorder of Deeds Book 529, page 425.
Pin # 4B-4-58

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice November 25 and December 2, 9, 2015 that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....


Sworn and subscribed to before me this 9th day of December 2015

.....


(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
OFFICIAL SEAL
Karen M. Beach, Notary Public
County of Columbia, PA
My Commission Expires on 12/31/2018
OFFICE OF THE SECRETARY OF REVENUE

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

.....