

SHERIFF'S REAL ESTATE FINAL COST SHEET

NO. 57-15 ED NO. 9-15 JD

TOTAL AMOUNT NEEDED TO PURCHASE \$ 4778.41

PURCHASER(S) SIGNATURE(S): 

TOTAL DUE IN 8 DAYS \$ 2828.91

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



Plaintiff
MC FEDERAL CREDIT UNION

vs.

Defendant
TIMOTHY JOHN METZGER
STACY HESS

Attorney for the Plaintiff:
WELTMAN, WEINBERG & REIS CO
436 SEVENTH AVENUE
SUITE 2500
PITTSBURGH, PA 15219

Sheriff's Sale Date: Wednesday, July 15, 2015

Writ of Execution No. : 2015CV9

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

Sheriff Costs

Advertising Sale (Newspaper)	\$15.00
Advertising Sale Bills & Copies	\$17.50
Crying Sale	\$10.00
Docketing	\$15.00
Levy	\$15.00
Mailing Costs	\$30.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,297.41
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$75.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$180.00
Service Mileage	\$6.00
Distribution Form	\$25.00
Copies	\$6.00
Notary Fee	\$15.00
Surcharge	\$130.00

Total Sheriff Costs **\$2,071.91**

Municipal Costs

Delinquent Taxes	\$1,957.57
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Total Municipal Costs **\$1,957.57**

Distribution Costs

Recording Fees	\$67.00
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Total Distribution Costs **\$67.00**

Grand Total: **\$4,096.48**

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

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

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

80 Years of Service.

Brooklyn Hts 216 739 5100
Chicago 312 782 9676
Cincinnati 513 723 2200
Cleveland 216 685 1000
Columbus 614 228 7272

Keri P. Ebeck
Partner
436 7th Avenue, Suite 2500 Pittsburgh, PA 15219
412 338 7102 phone | 412 434 7959 fax
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weltman.com

Detroit 248 362 6100
Ft. Lauderdale 954 740 5200
Grove City 614 801 2600
Philadelphia 215 599 1500
Pittsburgh 412 434 7955

July 15, 2015

Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815
ATTN: Real Estate Dept.

RE: MC Federal Credit Union vs. Timothy Metzger, et al.
No. 2015-CV-9
WWR# 20713419

Dear Sir or Madam:

Please find enclosed two Realty Transfer Affidavits.

Please list the Grantee on the Sheriff's Deed as Members Choice Financial Credit Union, 230 Walnut Street, PO Box 329, Danville, PA, 17821.

Please return the recorded sheriff's deed in the envelope provided.

If you should have any questions, please feel free to contact me at the number listed above.

Very truly yours,

Keri P. Ebeck, Esquire

Enclosures



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid _____
Book Number _____
Page Number _____
Date Recorded _____

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

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

Name Keri P. Ebeck, Esquire		Telephone Number: (412) 434-7955	
Mailing Address 436 7th Avenue, Suite 2500 (WWR# 20713419)		City Pittsburgh	State PA
		ZIP Code 15219	

B. TRANSFER DATA

Date of Acceptance of Document 07 / 15 / 2015			
Grantor(s)/Lessor(s) Columbia County Sheriff	Telephone Number: (570) 389-5622	Grantee(s)/Lessee(s) Members Choice Financial Credit Unio	Telephone Number: (570) 953-7458
Mailing Address 35 West Main Street		Mailing Address 230 Walnut Street, PO Box 329	
City Bloomsburg	State PA	ZIP Code 17815	City Danville
			State PA
			ZIP Code 17821

C. REAL ESTATE LOCATION

Street Address 123 Millville Road		City, Township, Borough Town of Bloomsburg	
County Columbia	School District Bloomsburg Area School District	Tax Parcel Number 05E-06-012-00.000	

D. VALUATION DATA

Was transaction part of an assignment or relocation? ☐ Y ☐ N

1. Actual Cash Consideration 4,096.48	2. Other Consideration + 0.00	3. Total Consideration = 4,096.48
4. County Assessed Value 11,452.00	5. Common Level Ratio Factor x 3.60	6. Computed Value = 41,227.20

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

1a. Amount of Exemption Claimed \$ 4,096.48	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
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2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

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

Signature of Correspondent or Responsible Party 	Date 07/15/15
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



013A83

**COUNTY OF COLUMBIA
RECORDER OF DEEDS
Brenda S. Lupini, Recorder
35 West Main Street
Bloomsburg, PA 17815**

Instrument Number - 201303223

Recorded On 4/8/2013 At 10:59:55 AM

*** Total Pages - 18**

*** Instrument Type - MORTGAGE**

Invoice Number - 175857

*** Mortgagor - METZGER, TIMOTHY J**

*** Mortgagee - M C FEDERAL CREDIT UNION**

User - TSA

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
AFFORDABLE HOUSING	\$39.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$107.00

This is a certification page

DO NOT DETACH

**This page is now part
of this legal document.**

**RETURN DOCUMENT TO:
MAIL M-C FEDERAL CREDIT UNION
PO BOX 381
BLOOMSBURG, PA 17815
ATTN: JAMIE**

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



Brenda S. Lupini
**Brenda S. Lupini
Recorder of Deeds**

EXHIBIT

B

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

After Recording Return To:

M-C Federal Credit Union

230 Walnut Street

PO Box 329

Danville, PA 17821

[Space Above This Line For Recording Data]

MORTGAGE**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated March 27, 2013, together with all Riders to this document.

(B) "Borrower" is Timothy J Metzger and Stacy M Hess. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is M-C Federal Credit Union. Lender is a corporation organized and existing under the laws of the United States Federal Credit Union Act. Lender's address is 230 Walnut Street, PO Box 329 Danville, PA 17821. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 27, 2013. The Note states that Borrower owes Lender Thirty Thousand and 00/100 Dollars (U.S. \$ 30,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2028.

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

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

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

- | | | |
|--|---|---|
| <input 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"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 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.

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

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

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

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

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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 Lender the following described property located in the

County of Columbia:
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

see attached legal description

which currently has the address of 123 Millville Rd

Bloomsburg, Pennsylvania 17815-0566 ("Property Address"):
 [City] [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 COVENANTS that Borrower is lawfully seised 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

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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 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

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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 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.

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

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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.

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

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disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was

required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until 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.

(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

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Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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)

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without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

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pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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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.

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

BEGINNING at an iron pin (set) at a common corner of lands now or formerly of Tammy Jo Mericle and at the Eastern right-of-way line of State Route #4009 (Iron Street), as shown on the plan of the Bloomsburg Water Company recorded in Map Book 1, at Pages 72-73; **THENCE**, along State Route #4009 North 27 degrees 02 minutes 05 seconds West 22.54 feet to an iron pin (set) at a common corner of lands now or formerly of Gerald R. and Sharon DeLorenzo; **THENCE**, along lands now or formerly of DeLorenzo North 62 degrees 57 minutes 55 seconds East 106.83 feet to an iron pin (set) at a common corner of lands now or formerly of DeLorenzo and on the Western side of Summit Avenue; **THENCE**, along Summit Avenue South 13 degrees 43 minutes 25 seconds East 29.42 feet to an iron pin (set) at a common corner of lands now or formerly of Tammy Jo Mericle; **THENCE**, along lands now or formerly of Mericle South 69 degrees 13 minutes 40 seconds West 52.82 feet to a point at the center of the East side of an existing house; **THENCE**, along lands now or formerly of Mericle in the center of the dividing wall of said house South 63 degrees 45 minutes 15 seconds West 35.86 feet to a point at the center of the Western side of said house; **THENCE**, along lands now or formerly of Mericle and the center of an existing porch South 61 degrees 31 minutes 40 seconds West 6.71 feet to a point at the center of the Western side of said porch; **THENCE**, along lands now or formerly of Mericle South 62 degrees 57 minutes 55 seconds West 4.99 feet to an iron pin (set) the place of **BEGINNING**.

CONTAINING 2523 square feet of land.

The aforesaid description describes the North portion of Lot #73 as shown on the plan of the Bloomsburg Water Company recorded in Columbia County Map Book 1, at Pages 72-73, and shown on a survey drawing by Thomas H. Parr, P.L.S., dated April 25, 1999, and recorded in Map Book 7, page 1617.

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:

Janie L. Kosmer
Janie L. Kosmer

Timothy J Metzger (Seal)
Timothy J Metzger - Borrower

Janie L. Kosmer
Janie L. Kosmer

Stacy M Hess (Seal)
Stacy M Hess - Borrower

[Space Below This Line For Acknowledgment]

CERTIFICATE OF RESIDENCE:

I, Janie L. Kosmer, do hereby certify that the correct address of the within-named Mortgagee is M-C FEDERAL CREDIT UNION, 230 WALNUT STREET, DANVILLE, PA 17821

Witness may hand the 27th day of March, 2013

Janie L. Kosmer
Agent of Mortgagee

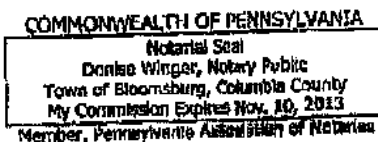
COMMONWEALTH OF PENNSYLVANIA, Columbia COUNTY ss:

On this, the 28th day of March, 2013, before me, the undersigned office, personally appeared

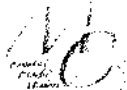
Timothy J. Metzger and Stacy M. Hess

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:



Denise Winger
NOTARY PUBLIC



MFC FEDERAL CREDIT UNION

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

NO. 053926

July 15, 2015

PAY Two Thousand eight Hundred twenty eight - 2/1002828.41

TO
THE
ORDER
OF

Columbia County Sheriff

VOID AFTER 60 DAYS

James M. Barlow
AUTHORIZED SIGNATURE

⑈053926⑈ ⑆231385714⑆⑈90000007⑈78

SHERIFF'S SALE COST SHEET

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

DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$ <u>180.00</u>
LEVY (PER PARCEL	\$15.00
MAILING COSTS	\$ <u>30.00</u>
ADVERTISING SALE BILLS & COPIES	\$17.50
ADVERTISING SALE (NEWSPAPER)	\$15.00
MILEAGE	\$ <u>6.00</u>
POSTING HANDBILL	\$15.00
CRYING/ADJOURN SALE	\$10.00
SHERIFF'S DEED	\$35.00
TRANSFER TAX FORM	\$25.00
DISTRIBUTION FORM	\$25.00
COPIES	\$ <u>6.00</u>
NOTARY	\$ <u>15.00</u>
TOTAL ***** \$ <u>409.50</u>	

WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <u>1277.41</u>
SOLICITOR'S SERVICES	\$75.00
TOTAL ***** \$ <u>1522.41</u>	

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

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$ _____
SCHOOL DIST. 20	\$ _____
DELINQUENT 20	\$ <u>1757.57</u>
TOTAL ***** \$ <u>1757.57</u>	

MUNICIPAL FEES DUE:

SEWER 20	\$ _____
WATER 20	\$ _____

TOTAL ***** \$ -0-

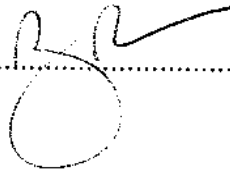
SURCHARGE FEE (DSTE)	\$ <u>130.00</u>
MISC. _____	\$ _____
_____	\$ _____
TOTAL ***** \$ <u>-0-</u>	

TOTAL COSTS (OPENING BID) \$ 4096.48

1350

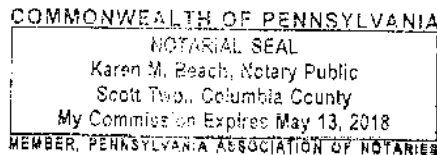
STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

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 June 24 and July 1, 8, 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 8th day of July 2015.....

.....
Karen M. Beach
(Notary Public)



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.

.....

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO:

Timothy Metzger

123 Millville Road
Bloomsburg, PA 17815

Stacy M. Hess

123 Millville Road
Bloomsburg, PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815

on July 15th 2015 at 9:00 a.m. Eastern Standard Time, the following described real estate, of which Timothy Metzger is the owner or reputed owner:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF,
IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL NUMBER 05E-06-012-00.000.

PROPERTY DESCRIPTION		ACCT.
PARCEL 05E06 01200000		7257
123 MILLVILLE RD	3500.00	TAXES BECOME
20120-8064	7952.00	DELINQUENT 120
0.06 ACRES		DAYS AFTER BILLING

FOR: COLUMBIA County			DATE 03/01/2015	BILL NO. 8895	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	INCL PENALTY
GENERAL	11,452	9.491	106.52	108.69	119.56
SINKING		1	11.22	11.45	12.60
STREET LIGHT		.55	6.17	6.30	6.93
DEBT SERVICE		.732	8.21	8.38	9.22
FIRE/LIBRARY		1.58	17.73	18.09	19.90
TOWN RE		8.959	100.55	102.60	112.86
The discount & penalty have been calculated for your convenience			PAY THIS AMOUNT	250.40	255.51
			April 30 If paid on or before	June 30 If paid on or before	June 30 If paid after

METZGER TIMOTHY J
123 MILLVILLE ROAD
BLOOMSBURG PA 17815

	CNTY	TWP	
Discount	2 %	2 %	
Penalty	10 %	10 %	
PARCEL: 05E-06 -012-00,000			
123 MILLVILLE RD			
.0643 Acres		Land	3,500
		Buildings	7,952
		Total Assessment	11,452

This tax returned
to courthouse on:
January 1, 2016

FILE COPY

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SHERIFF'S RETURN OF SERVICE

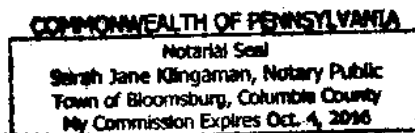
05/12/2015 10:54 AM - DEPUTY KEVIN DENT, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: TIMOTHY JOHN METZGER AT COURTHOUSE, 35 WEST MAIN STREET, BLOOMSBURG, PA 17815.

Signature on file
KEVIN DENT, DEPUTY

SO ANSWERS,

Timothy T. Chamberlain
TIMOTHY T. CHAMBERLAIN, SHERIFF

June 09, 2015



NOTARY

Affirmed and subscribed to before me this

9TH day of JUNE, 2015

Sarah Jane Klingaman

Plaintiff Attorney: WELTMAN, WEINBERG & REIS CO, 436 SEVENTH AVENUE, SUITE 2500, PITTSBURGH, PA 15219

cc: County/State Sheriff's Association

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SHERIFF'S RETURN OF SERVICE

06/19/2015 08:28 AM - SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: STACY HESS AT THE COLUMBIA COUNTY SHERIFF'S OFFICE, P.O. BOX 380, BLOOMSBURG, PA 17815.


EARL D. MORDAN, JR., CHIEF DEPUTY

SO ANSWERS,

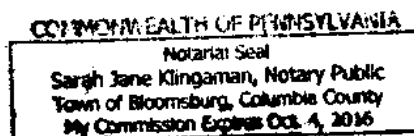

TIMOTHY T. CHAMBERLAIN, SHERIFF

June 19, 2015

NOTARY

Affirmed and subscribed to before me this

19TH day of JUNE, 2015





Plaintiff Attorney: WELTMAN, WEINBERG & REIS CO, 436 SEVENTH AVENUE, SUITE 2500, PITTSBURGH, PA 15219

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category:	Real Estate Sale - Sale Notice	Zone:	57
Manner:	< Not Specified >	Expires:	
Notes:	PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

Serve To:

Name:	STACY HESS
Primary Address:	123 MILLVILLE ROAD BLOOMSBURG, PA 17815
Phone:	
DOB:	
Alternate Address:	CCSO
Phone:	

Final Service:

Served:	Personally • Adult In Charge • Posted • Other		
Adult In Charge:			
Relation:			
Date:	6/19/15	Time:	8:28
Deputy:	#2	Mileage:	

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO	Phone: 412-434-7955
--	----------------------------

Service Attempts:

Date:	6-12-15	6-17-15				
Time:	2:04	2:56				
Mileage:						
Deputy:	4	4				

Service Attempt Notes:

1. U/C
2. nobody home. U/C
- 3.
- 4.
- 5.
- 6.

* Will be in on 6/19/15 @ 10AM to pick up. #4

HESS, STACY

2015CV9

123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

2015 21:57

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

DATE:17-JUN-15

FEE:\$5.00

CERT. NO22153

METZGER TIMOTHY J
123 MILLVILLE ROAD
BLOOMSBURG PA 17815

DISTRICT: TOWN OF BLOOMSBURG
DEED 20120-8064
LOCATION: MILLVILLE RD LOT 72
PARCEL: 05E-06 -012-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING- COSTS	TOTAL AMOUNT DUE
2013	PRIM	1,042.35	11.34	45.00	1,098.69
2014	PRIM	842.36	11.52	0.00	853.88
TOTAL DUE :					\$1,952.57

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: August ,2015

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF
DECEMBER 31, 2014

COLUMBIA COUNTY SHERIFF

REQUESTED BY: _____



*PARCELS WITH 2013 OR PRIOR TAX YEARS DUE ARE SUBJECT TO TAX SALE ON SEPTEMBER 14, 2015

**PARCELS SCHEDULED FOR TAX SALE MUST BE PAID PRIOR TO 9AM ON MONDAY, SEPTEMBER 14TH TO BE PULLED FROM THE SALE.

*** WHERE APPLICABLE THE FOLLOWING TAX YEAR(S) ARE COVERED UNDER BANKRUPTCY:

Columbia County
Columbia County Sheriff
35 West Main Street
PO Box 380
Bloomsburg PA 17815



71901140006000053324

US SMALL BUSINESS ADMINISTRATION
PHILADELPHIA DISTRICT OFFICE
900 MARKET STREET 5TH FLOOR
ROBERT N.C. NIX FEDERAL BUILDING
PHILADELPHIA PA 19107

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO:

Timothy Metzger

123 Millville Road
Bloomsburg, PA 17815

Stacy M. Hess

123 Millville Road
Bloomsburg, PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815

on July 15th 2015 at 9:00 a.m. Eastern Standard Time, the following described real estate, of which Timothy Metzger is the owner or reputed owner:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF,
IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL NUMBER 05E-06-012-00.000.

WWR#20713419

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SHERIFF'S RETURN OF SERVICE

06/09/2015 03:43 PM - DEPUTY MICHAEL BEYER, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815.

Michael Beyer
MICHAEL BEYER, DEPUTY

SO ANSWERS,

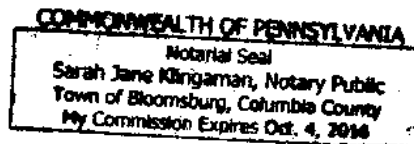
Timothy T. Chamberlain
TIMOTHY T. CHAMBERLAIN, SHERIFF

June 10, 2015

NOTARY

Affirmed and subscribed to before me this

10TH day of JUNE, 2015



Sarah Jane Klingaman

Plaintiff Attorney: WELTMAN, WEINBERG & REIS CO, 436 SEVENTH AVENUE, SUITE 2500, PITTSBURGH, PA 15219

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: SHERIFF'S SALE BILL

Serve To:

Name: (POSTING)

Primary Address: 123 MILLVILLE ROAD
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge:

Relation:

Date:

6-9-15

Time:

3:43

Deputy:

4

Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

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

(POSTING)

2015CV9

123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 57

Manner: < Not Specified >

Expires:

Warrant:

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

Serve To:

Name: TIMOTHY JOHN METZGER

Primary Address: 123 MILLVILLE ROAD
BLOOMSBURG, PA 17815

Phone: DOB: 03/14/1983

Alternate Address: SERVED AT:
35 W. MAIN ST
BLOOMSBURG, PA 17815

Phone:

Final Service:

Served: Personally Adult In Charge Posted Other

Adult In Charge:

Relation: DEF

Date: 5/12/15

Time: 1054

Deputy: 5

Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

-
-
-
-
-
-

METZGER, TIMOTHY JOHN

2015CV9

123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

80 Years of Service.

Brooklyn Hts 216 739 5100

Chicago 312 782 9676

Cincinnati 513 723 2200

Cleveland 216 685 1000

Columbus 614 801 2600

Wendy L Gault

Legal Assistant

436 Seventh Avenue, Suite 2500, Pittsburgh, PA 15219

412-338-7110 phone | 412-434-7959 fax

wgault@weltman.com

weltman.com

Detroit 248 362 6100

Ft. Lauderdale 954 740 5200

Philadelphia 215 599 1500

Pittsburgh 412 434 7955

May 19, 2015

Office of the Sheriff
Columbia County

RE: Members Choice FCU v. Timothy Metzger and Stacy M. Hess
Case No. 2015-CV-9
WWR No. 20713419

Dear Sir or Madam,

Enclosed please find the Lienholder Affidavit of Service as to the above-captioned matter. Please file said affidavit(s) and return a time-stamped cover sheet(s) to our office in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Very truly yours,

Wendy L. Gault
Legal Assistant

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 57

Manner: < Not Specified >

Expires:

Warrant:

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

Serve To:

Name: BLOOMSBURG MUNICIPAL AUTHORITY

Primary Address: 301 E 2ND STREET
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Dombene Kenney

Relation: Admin

Date: 5-13-15 Time: 10:15

Deputy: 4 Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

-
-
-
-
-
-

BLOOMSBURG MUNICIPAL

2015CV9

301 E 2ND STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 57

Manner: < Not Specified >

Expires:

Warrant:

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

Serve To:

Name: Mary F. Ward

Primary Address: 301 E Second Street, Town Hall
Bloomsburg, PA 17816

Phone: 570-784-1581

DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Mary Ward

Relation:

TAX Collector

Date:

5-13-15

Time:

10:14

Deputy:

4

Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

1.

2.

3.

4.

5.

6.

WARD, MARY F.

2015CV9

01 E SECOND STREET, TOWN HALL, BLOOMSBURG, PA NO EXPIRATION

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

vs.

CASE NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

Defendants.

TYPE OF PLEADING:

LIENHOLDER AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Keri P. Ebeck, Esquire
PA I.D. No. 91298
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue
Suite 2500
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

vs.

CASE NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

Defendants.

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Keri P. Ebeck, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on May 18, 2015. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Keri P. Ebeck, Esquire
P.A.I.D. 91298
Attorney for Plaintiff
436 Seventh Avenue
Suite 2500
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me

This 26 day of May, 2015.

Notary Public

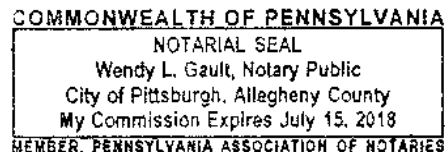


EXHIBIT “A”

To pay fee, affix stamps or
meter stamps here.

20713419 Celo



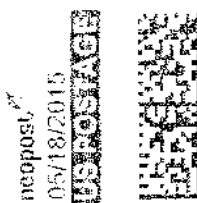
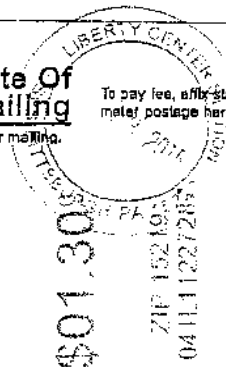
Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

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

PS Form 3817, April 2007 PSN 7530-02-000-9065



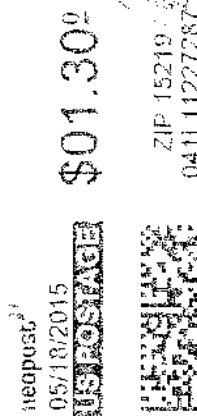
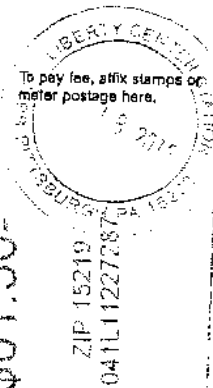
Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

To: Inheritance Tax Bureau
11 West Main Street
Bloomsburg, PA 17815

PS Form 3817, April 2007 PSN 7530-02-000-9065

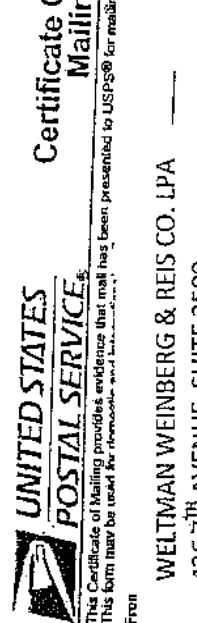
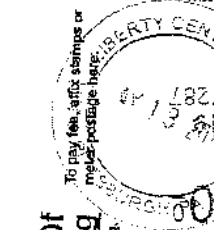
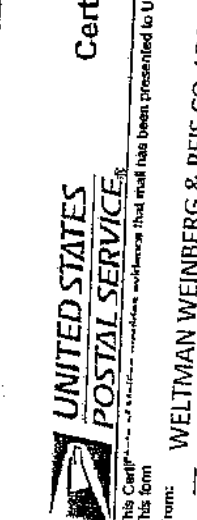
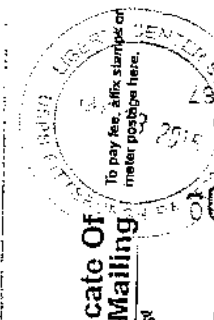
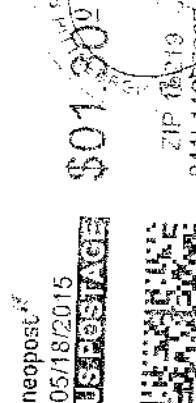
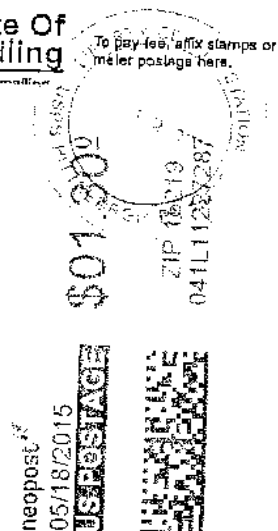


Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

To: Domestic Relations
11 West Main Street
Bloomsburg, PA 17815



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

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436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

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436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

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436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

Certificate Of Mailing

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From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219

Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

From: WELTMAN WEINBERG & REIS CO. LPA
436 7TH AVENUE, SUITE 2500
PITTSBURGH, PA 15219



To: Pennsylvania Department of Revenue
Department 280948
Harrisburg, PA 17128



To: Pennsylvania Department of Revenue
Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17022-1230

PS Form 3817, April 2007 PSN 7530-02-000-9065

PRESS ENTERPRISE

3185 Lackawanna Ave
Bloomsburg, PA 17815

Classifieds: (570) 784-6151
Toll Free: 888-231-9767 ext 1299
Fax: (570) 784-6152

Proof of Ad 05/12/15

Account:

Name:

Company: TIM CHAMBERLAIN - COLUM COUNTY SHERIFF

Address: PO BOX 380
BLOOMSBURG, PA 17815

Ad ID: 1035156
Description: T Metzger and S Hess Sale
Run Dates: 06/24/15 to 07/08/15
Class: 2
Agate Lines: 237
Blind Box:

Total Ad Cost \$1,297.41
Amount Paid \$0.00

Publication	Start	Stop	Inserts	Cost
Press Enterprise	06/24/15	07/08/15	3	\$1,297.41

SHERIFF'S SALE By Virtue of a Writ of Execution (Mortgage Foreclosure) No. 2015CV9

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

WEDNESDAY, JULY 15, 2015
AT 9:00 O'CLOCK A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING BEGINNING at an iron pin (set) at a common corner of lands now or formerly of Tammy Jo Mencl and at the Eastern right-of-way line of State Route #4009 (Iron Street), as shown on the plan of the Bloomsburg Water Company recorded in Map Book 1, at Pages 72-73; THENCE, along State Route #4009 North 27 degrees 02 minutes 06 seconds West 22.54 feet to an iron pin (set) at a common corner of lands now or formerly of Gerald R. and Sharon DeLorenzo; THENCE, along lands now or formerly of DeLorenzo North 62 degrees 57 minutes 55 seconds East 108.83 feet to an iron pin (set) at a common corner of lands now or formerly of DeLorenzo and on the Western side of Summit Avenue; THENCE, along Summit Avenue South 13 degrees 43 minutes 25 seconds East 23.42 feet to an iron pin (set) at a common corner of lands now or formerly of Tammy Jo Mencl; THENCE, along lands now or formerly of Mencl South 69 degrees 13 minutes 40 seconds West 52.82 feet to a point at the center of the East side of an existing house; THENCE, along lands now or formerly of Mencl in the center of the dividing wall of said house South 63 degrees 45 minutes 15 seconds West 95.86 feet to a point at the center of the Western side of said house; THENCE, along lands now or formerly of Mencl and the center of an existing porch South 61 degrees 31 minutes 40 seconds West 6.71 feet to a point at the center of the Western side of said porch; THENCE, along lands now or formerly of Mencl South 62 degrees 57 minutes 55 seconds West 4.99 feet to an iron pin (set) the place of BEGINNING
CONTAINING 2523 square feet of land.

The aforesaid description describes the North portion of Lot #73 as shown on the plan of the Bloomsburg Water Company recorded in Columbia County Map Book 1, at Pages 72-73, and shown on a survey drawing by Thomas H. Parr, P.L.S., dated April 25, 1999, and recorded in Map Book 7, page 1617.

Being Parcel No. 05E-06-012-00-000

BEING the same premises which Timothy C. Metzger, unmarried, by Deed dated August 22, 2012, and recorded August 28, 2012, in the Office of the Recorder of Deeds in and for the County of Columbia, Instrument No. 201208064, granted and conveyed unto Timothy Metzger, in fee.

PROPERTY ADDRESS: 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-06-012-00-000

Seized and taken into execution to be sold as the property of TIMOTHY JOHN METZGER, STACY HESS in suit of MC FEDERAL CREDIT UNION.

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

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

Attorney for the Plaintiff:
WELTVIAN, WEINBERG & REIS CO
PITTSBURGH, PA 412-434-7956

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2015CV9

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

WEDNESDAY, JULY 15, 2015
AT 9:00 O'CLOCK A.M.

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

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

BEGINNING BEGINNING at an iron pin (set) at a common corner of lands now or formerly of Tammy Jo Mericle and at the Eastern right-of-way line of State Route #4009 (Iron Street), as shown on the plan of the Bloomsburg Water Company recorded in Map Book 1, at Pages 72-73; THENCE, along State Route #4009 North 27 degrees 02 minutes 05 seconds West 22.54 feet to an iron pin (set) at a common corner of lands now or formerly of Gerald R. and Sharon DeLorenzo; THENCE, along lands now or formerly of DeLorenzo North 62 degrees 57 minutes 55 seconds East 106.83 feet to an iron pin(set) at a common corner of lands now or formerly of DeLorenzo and on the Western side of Summit Avenue; THENCE, along Summit Avenue South 13 degrees 43 minutes 25 seconds East 29.42 feet to an iron pin(set) at a common corner of lands now or formerly of Tammy Jo Mericle; THENCE, along lands now or formerly of Mericle South 69 degrees 13 minutes 40 seconds West 52.82 feet to a point at the center of the East side of an

existing house; THENCE, along lands now or formerly of Mericle in the center of the dividing wall of said house South 63 degrees 45 minutes 15 seconds West 35.86 feet to a point at the center of the Western side of said house; THENCE, along lands now or formerly of Mericle and the center of an existing porch South 61 degrees 31 minutes 40 seconds West 6.71 feet to a point at the center of the Western side of said porch; THENCE, along lands now or formerly of Mericle South 62 degrees 57 minutes 55 seconds West 4.99 feet to an iron pin (set) the place of BEGINNING.

CONTAINING 2523 square feet of land.

The aforesaid description describes the North portion of Lot #73 as shown on the plan of the Bloomsburg Water Company recorded in Columbia County Map Book 1, at Pages 72-73, and shown on a survey drawing by Thomas H. Parr, P.L.S., dated April 25, 1999, and recorded in Map Book 7, page 1617.

Being Parcel No. 05E-06-012-00.000

BEING the same premises which Timothy E. Metzger, unmarried, by Deed dated August 22, 2012, and recorded August 28, 2012, in the Office of the Recorder of Deeds in and for the County of Columbia. Instrument No. 201208064, granted and conveyed unto Timothy Metzger, in fee.

PROPERTY ADDRESS: 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-06-012-00.000

Seized and taken into execution to be sold as the property of TIMOTHY JOHN METZGER, STACY HESS in suit of MC FEDERAL CREDIT UNION.

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

Attorney for the Plaintiff:
WELTMAN, WEINBERG & REIS CO
PITTSBURGH, PA 412-434-7955

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

MC FEDERAL CREDIT UNION

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PA

NO. 2015-CV-9

2015-ED-57

VS.

TIMOTHY METZGER AND

STACY M. HESS

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically describe property below):

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF, IN
AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF
BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA.
HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123
MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL
NUMBER 05E-06-012-00.000

Amount Due \$35,688.80

Interest From to \$

Total \$35,688.80 Plus costs.

Dated 05-08-15

(SEAL)

Barbara N. Silvette
Prothonotary, Common Pleas Court
of Columbia County, PA
Proth & Clerk of Sev. Courts
By: My Com. Ex. 1st Monday in 2016

WWR#20713419

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 57

Manner: < Not Specified >

Expires:

Warrant:

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

Serve To:

Name: Columbia County Tax Office

Primary Address: PO Box 380
Bloomsburg, PA 17815

Phone: 570-389-5649 DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Sherry Evans

Relation:

Clerk

Date:

5-8-15

Time:

3:10

Deputy:

4

Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

1.

2.

3.

4.

5.

6.

COLUMBIA COUNTY TAX C

2015CV9

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

MC FEDERAL CREDIT UNION
vs.
TIMOTHY JOHN METZGER (et al.)

Case Number
2015CV9

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 57

Manner: < Not Specified >

Expires:

Warrant:

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

Serve To:

Name: Domestic Relations Office of Columbia Col

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

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Karen Richenterke

Relation: Clerk

Date: 3-8-15 Time: 3:12

Deputy: 4 Mileage:

Attorney / Originator:

Name: WELTMAN, WEINBERG & REIS CO

Phone: 412-434-7955

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

-
-
-
-
-
-

DOMESTIC RELATIONS OF

2015CV9

11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO:

Timothy Metzger

123 Millville Road
Bloomsburg, PA 17815

Stacy M. Hess

123 Millville Road
Bloomsburg, PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815

on July 15th 2015 at 9:00 a.m. Eastern Standard Time, the following described real estate, of which Timothy Metzger is the owner or reputed owner:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF,
IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL NUMBER 05E-06-012-00.000.

REAL ESTATE OUTLINE

ED # 2015 ED 57

DATE RECEIVED 5-8-15
DOCKET AND INDEX 2015 CV 9

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>X</u>	
COPY OF DESCRIPTION	<u>X</u>	
WHEREABOUTS OF LKA	<u>X</u>	
NON-MILITARY AFFIDAVIT	<u>X</u>	
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN		
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR _____	<u>X</u>	CK# <u>12024706</u>

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

SALE DATE July 15 TIME 9:00
POSTING DATE _____
ADV. DATES FOR NEWSPAPER 1ST WEEK _____
2ND WEEK _____
3RD WEEK _____

WWR#20713419

3. The name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

MC Federal Credit Union (Plaintiff)

4. The name and address of the last record holder of every mortgage of record:

MC Federal Credit Union (Plaintiff)

5. The name and address of every other person who has any record lien on the property:

NONE

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

NONE

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

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

Inheritance Tax Bureau 11 West Main Street
Bloomsburg, PA 17815

Domestic Relations 11 West Main Street
Bloomsburg, PA 17815

Pennsylvania Department of Revenue Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17022-1230

Pennsylvania Department of Revenue Department 280948
Harrisburg, PA 17128

Commonwealth of PA Inheritance Tax Division
P.O. Box 280601
Harrisburg, PA 17128

Town of Bloomsburg Tax Collector Town Hall, 301 E. Second Street
Bloomsburg, PA 17815

Town of Bloomsburg Municipal Authority Town Hall, 301 E. Second Street
Bloomsburg, PA 17815

Bloomsburg Area School District Tax Collector

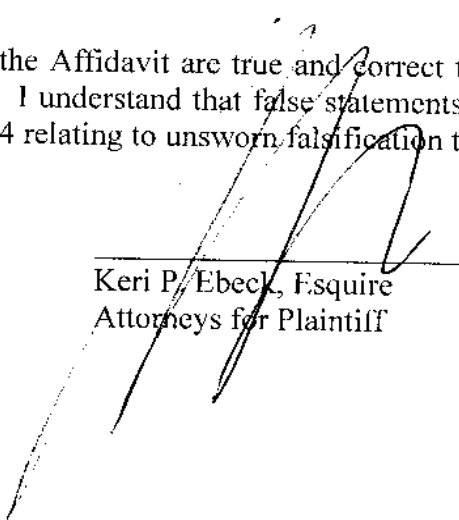
728 East Fifth Street
Bloomsburg, PA 17815

Tenants/Occupants

123 Millville Road
Bloomsburg, PA 17815

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

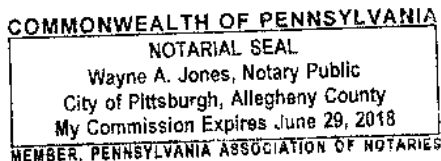
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.


Keri P. Ebeck, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 4 day of May, 2015.


Notary Public



WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

MC FEDERAL CREDIT UNION

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, PA

NO. 2015-CV-9

2015-ED-57

VS.

TIMOTHY METZGER AND

STACY M. HESS

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically describe property below):

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF, IN
AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF
BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA.
HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123
MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL
NUMBER 05E-06-012-00.000

Amount Due \$35,688.80

Interest From to \$

Total \$35,688.80 Plus costs.

Dated 05-08-15

(SEAL)

Barbara N. Schwartz
Prothonotary, Common Pleas Court
of Columbia County, PA
Prothon & Clerk of Sev. Courts
My Com. Ex. 1st Monday in 2016
By: _____

WWR#20713419

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

80 Years of Service.

Brooklyn Hts 216 739 5100
Chicago 312 782 9676
Cincinnati 513 723 2200
Cleveland 216 685 1000
Columbus 614 228 7272

Keri P. Ebeck
Partner
436 7th Avenue, Suite 2500 Pittsburgh, PA 15219
412 338-7102 phone | 412 434 7959 fax
kebeck@weltman.com
weltman.com

Detroit 248 362 6100
Ft. Lauderdale 954 740 5200
Grove City 614 801 2600
Philadelphia 215 599 1500
Pittsburgh 412 434 7955

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

DIRECTIONS TO SHERIFF OF COLUMBIA COUNTY

PLEASE **SERVE** STACY M. HESS OR ADULT IN CHARGE WITH THE NOTICE OF SALE AT 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815.

Very Truly Yours,

Keri P. Ebeck, Esquire

WWR#20713419

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

80 Years of Service.

Brooklyn Hts 216 739 5100
Chicago 312 782 9676
Cincinnati 513 723 2200
Cleveland 216 685 1000
Columbus 614 228 7272

Keri P. Ebeck

Partner

436 7th Avenue, Suite 2500 Pittsburgh, PA 15219
412 338-7102 phone / 412 434 7959 fax
kebeck@weltman.com
weltman.com

Detroit 248 362 6100
Ft. Lauderdale 954 740 5200
Grove City 614 801 2600
Philadelphia 215 599 1500
Pittsburgh 412 434 7955

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

DIRECTIONS TO SHERIFF OF COLUMBIA COUNTY

PLEASE **POST** THE PROPERTY LOCATED AT 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815 WITH THE HANDBILL OF SALE.

Very Truly Yours,

Keri P. Ebeck, Esquire

WWR#20713419



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: METZGER

First Name: TIMOTHY

Middle Name:

Active Duty Status As Of: May-05-2015

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

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

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

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

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

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

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

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

More information on "Active Duty Status"

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

Coverage Under the SCRA is Broader in Some Cases

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

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

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

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

Certificate ID: 760CS828L118Q50

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,
Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,
Defendants.

2015-ED-57

LONG FORM DESCRIPTION

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

BEGINNING BEGINNING at an ironpin (set) at a commoncorner of lands now or formerly of Tammy Jo Mericle and at the Eastern right-of-way line of State Route #4009 (Iron Street), as shown on the plan of the Bloomsburg Water Company recorded in Map Book 1, at Pages 72-73; THENCE, along State Route #4009 North 27 degrees 02 minutes 05 seconds West 22.54 feet to an ironpin (set at a common comer of lands now or formerly of Gerald R. and Sharon DeLorenzo; THENCE, along lands now or formerly of DeLorenzo North 62 degrees 57 minutes 55 seconds East 106.83 feet to an ironpin(set) at a common comer of lands now or formerly of DeLorenzo and on the Western side of Summit Avenue; THENCE, along Summit Avenue South 13 degrees 43 minutes 25 seconds East 29.42 feet to an ironpin(set) at a commoncomer of lands now or formerly of Tammy Jo Mericle; THENCE, along lands now or formerly ofMericle South 69 degrees 13 minutes 40 seconds West 52.82 feet to a point at the center of the East side of an existing house; THENCE, along lands now or formerly of Mericle in the center of the dividing wall of saidhouse South 63 degrees 45 minutes 15 seconds West 35.86 feet to a point at the center of the Western side of said house; THENCE, along lands now or formerly of Mericle and the center of an existing porch South 61 degrees 31 minutes 40 seconds West 6.71 feet to a point at the center of the Western side of said porch; THENCE, along lands now or formerly of Mericle South 62 degrees 57 minutes 55 seconds West 4.99 feet to an iron pin (set) the place of BEGINNING.

CONTAINING 2523 square feet of land.

The aforesaid description describes the North portion of Lot #73 as shown on the plan of the Bloomsburg Water Company recorded in Columbia County Map Book 1, at Pages 72-73, and shown on a survey drawing by Thomas H. Parr, P.L.S., dated April 25, 1999, and recorded in Map Book 7, page 1617.

Being Parcel No. 05E-06-012-00.000

BEING the same premises which Timothy E. Metzger, unmarried, by Deed dated August 22, 2012, and recorded August 28, 2012, in the Office of the Recorder of Deeds in and for the County of Columbia, Instrument No. 201208064, granted and conveyed unto Timothy Metzger, in fee.

Keri P. Ebeck, Esquire

WWR# 20713419

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF,
IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN
OF BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF
PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND
NUMBERED AS 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815. 201208064,
PARCEL NUMBER 05E-06-012-00.000.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION
MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S. 101, ET. SEQ.
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

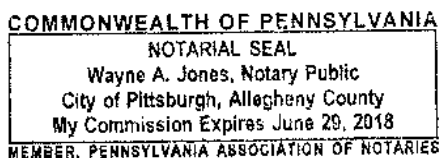
Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Keri P. Ebeck, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about November 4, 2014, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. The foregoing statement is true and correct to the best of my knowledge, information and belief.

Keri P. Ebeck, Esquire
PA I.D. #91298
Weltman, Weinberg & Reis Co., L.P.A.
436 7th Avenue, Suite 2500
Pittsburgh, PA 15219
412-434-7955

Sworn to and subscribed before me,

this 4 day of May, 2015.

Wayne A. Jones
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

2015-ED-57

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO:

Timothy Metzger

123 Millville Road
Bloomsburg, PA 17815

Stacy M. Hess

123 Millville Road
Bloomsburg, PA 17815

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and the Sheriff of Columbia County, directed, there will be exposed to Public Sale in the

Columbia County Sheriff's Office
35 West Main Street
Bloomsburg, PA 17815

on July 15th 2015 at 9:00 a.m. Eastern Standard Time, the following described real estate, of which Timothy Metzger is the owner or reputed owner:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIMOTHY METZGER OF,
IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 123 MILLVILLE ROAD, BLOOMSBURG, PA 17815. INSTRUMENT NO. 201208064, PARCEL NUMBER 05E-06-012-00.000.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of
MC FEDERAL CREDIT UNION,

Plaintiff,

v.

NO: 2015-CV-9

TIMOTHY METZGER AND
STACY M. HESS,

Defendants.

at Execution Number 2015-CV-9 in the amount of \$35,688.80, with appropriate continuing interest, attorneys fees, and costs as set forth in the Praecept for Writ of Execution.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

The Writ of Execution has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

SUSQUEHANNA VALLEY LEGAL SERVICES
168 EAST FIFTH STREET
BLOOMSBURG, PA 17815
(717) 784-8760

OR

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(717) 692-7375

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

WWR#20713419

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

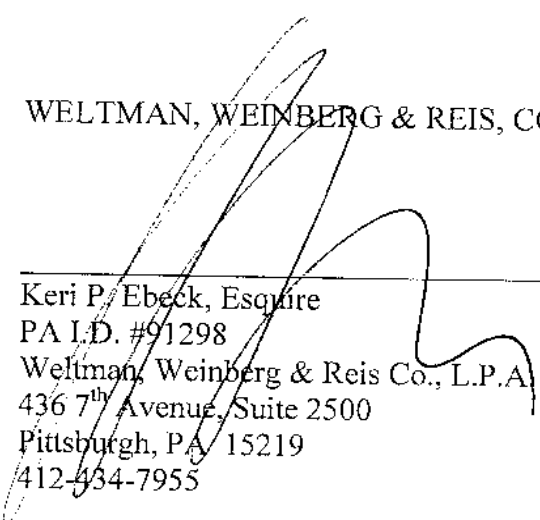
If the judgment was entered because you did not file with the Court any defense or objection within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Keri P. Ebeck, Esquire
PA L.D. #91298
Welman, Weinberg & Reis Co., L.P.A.
436 7th Avenue, Suite 2500
Pittsburgh, PA 15219
412-434-7955

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

WWR#20713419

Document Receipt

Trans #	5340	Carrier / service:	USPS Server	First-Class Mail®	5/8/2015 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000053331

Doc Ref #: 2015ED57

Postage 5.1300

PHILADELPHIA PA 19106

Document Receipt

Trans #	5339	Carrier / service:	USPS Server	First-Class Mail®	5/8/2015 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE

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

Tracking #:	71901140006000053324
Doc Ref #:	2015ED57
Postage	5.1300

PHILADELPHIA PA 19107

Document Receipt

Trans #	5338	Carrier / service:	USPS Server	First-Class Mail®	5/8/2015 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC
WELFARE

PO BOX 8016

Tracking #: 71901140006000053317

Doc Ref #: 2015ED57

Postage 5.1300

HARRISBURG PA 17105

Document Receipt

Trans #	5337	Carrier / service:	USPS Server	First-Class Mail®	5/8/2015 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000053300

Doc Ref #: 2015ED57

Postage 5.1300

HARRISBURG PA 17128

Document Receipt

Trans #	5337	Carrier / service:	USPS Server	First-Class Mail®	5/8/2015 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000053300

Doc Ref #: 2015ED57

Postage 5.1300

HARRISBURG PA 17128

LAW OFFICES OF

WELTMAN, WEINBERG, & REIS CO., LPA

323 W. LAKESIDE AVENUE
CLEVELAND, OH 44113-1099

HUNTINGTON NATIONAL BANK

CLEVELAND, OH

6-15/410

12024706

COST ACCOUNT

DATE

AMOUNT

Pay

ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00 CENTS

4/29/2015

\$1,350.00

to the Order of:

SHERIFF COLUMBIA COUNTY

COURTHOUSE

PO BOX 380

BLOOMSBURG, PA 17185

Void After 90 Days

Robert B. Welton

AUTHORIZED SIGNATURE

⑈ 12024706⑈ ⑆041000153⑆ 01661967756⑈