

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



## Plaintiff

First Columbia Bank and Trust Co.

vs.

## Defendant

WORLD ENOSIS INC  
NIKITAS GIANNAKOUROS  
NIKITAS GIANNAKOUROS

### Attorney for the Plaintiff:

HARDING, HILL & TUROWSKI, LLP  
38 West Third Street  
Bloomsburg, PA 17815

Sheriff's Sale Date: Wednesday, November 9, 2016

Writ of Execution No. : 2016CV155

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 619-623 EAST STREET, 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	\$36.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,329.99
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$100.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$195.00
Service Mileage	\$6.00
Distribution Form	\$25.00
Copies	\$6.50
Notary Fee	\$10.00
Surcharge	\$140.00
<b>Total Sheriff Costs</b>	<b>\$2,155.99</b>

## Municipal Costs

Current Taxes	\$2,731.20
Current Taxes	\$4,422.91
Delinquent Taxes	\$7,255.94
<b>Total Municipal Costs</b>	<b>\$14,410.05</b>

## Distribution Costs

Recording Fees	\$67.00
<b>Total Distribution Costs</b>	<b>\$67.00</b>

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

**Location of the real estate:** 619-623 EAST STREET, BLOOMSBURG, PA 17815

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**Grand Total:**

**\$16,633.04**

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

**HARDING, HILL & TUROWSKI LLP****ATTORNEYS AT LAW**

38 West Third Street | Bloomsburg, PA 17815  
570.784.6770 Telephone | 570.784.6075 Facsimile  
www.hhtlegal.com

November 4, 2016

**SENT VIA FACSIMILE ONLY – 570-389-5625**

Columbia County Sheriff's Department  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17185

**RE: First Columbia Bank & Trust Co. vs. Nikitas Giannakouros  
No. 2016 – CV - 155  
Sheriff Sale – Wednesday, November 9, 2016**

Dear Tim:

Please be advised that the Sheriff Sale scheduled for Wednesday, November 9, 2016, relative to the above matter, is "stayed".

My office received an email from Attorney DiBernardino's office today advising that Defendant, Nikitas Giannakouros, filed for bankruptcy. A copy of said email and Notice of Bankruptcy Case Filing is attached to this fax.

If you have any questions regarding this matter, please contact my office.

Very truly yours,  
Harding, Hill & Turowski, LLP

P. Jeffrey Hill

PJH/ts

Enclosures

cc. Ben Clark, VP, First Columbia Bank & Trust Co. (w/cnc.)

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## PROPERTY ADDRESS

619-623 EAST STREET, BLOOMSBURG, PA 17815

## REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
08/29/2016	Advance Fee	Advance Fee	94695	\$0.00	\$1,350.00
08/29/2016	Advertising Sale (Newspaper)			\$15.00	\$0.00
08/29/2016	Advertising Sale Bills & Copies			\$17.50	\$0.00
08/29/2016	Crying Sale			\$10.00	\$0.00
08/29/2016	Docketing			\$15.00	\$0.00
08/29/2016	Levy			\$15.00	\$0.00
08/29/2016	Mailing Costs			\$36.00	\$0.00
08/29/2016	Posting Handbill			\$15.00	\$0.00
08/29/2016	Press Enterprise Inc.			\$1,329.99	\$0.00
08/29/2016	Sheriff Automation Fund			\$50.00	\$0.00
08/29/2016	Web Posting			\$100.00	\$0.00
11/01/2016	Service			\$195.00	\$0.00
11/01/2016	Service Mileage			\$6.00	\$0.00
11/01/2016	Copies			\$6.50	\$0.00
11/01/2016	Notary Fee			\$10.00	\$0.00
11/01/2016	Surcharge			\$140.00	\$0.00
11/07/2016	Tax Claim Search			\$5.00	\$0.00
				\$1,965.99	\$1,350.00

**TOTAL BALANCE: \$(615.99)**

emailed to TWTSG  
5-3-17



232 EAST STREET  
BLOOMSBURG, PA 17815



PAY

TO THE  
ORDER OF

\*\*\*\*\* SIX HUNDRED FIFTEEN AND 99/100

DATE  
05/11/2017

AMOUNT  
\$615.99

Columbia County Sheriff

*Sharon A. Roeder*  
AUTHORIZED SIGNATURE

Security features. Details on back.



⑈097327⑈ ⑆031305936⑆ 018⑈529⑈9⑈

MEMO

**Teresa Sees**

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**From:** diberlaw [diberlaw@ptd.net]  
**Sent:** Friday, November 04, 2016 11:36 AM  
**To:** Teresa Sees  
**Subject:** Nikitas Giannakouros - Notice of Bankruptcy Case Filing  
**Attachments:** Giannakouros, Nikitas 11.4.16..pdf

**Importance:** High

Dear Teresa:

As we discussed, Mr. Giannakouros has filed for bankruptcy and the sale which is scheduled for next Wednesday must be stayed. Attached for your records, please find the Notice of Bankruptcy Case Filing.

Please feel free to contact our office if you have any additional questions.

Have a good weekend.

Sincerely,

Cathy

--

Law Office of John DiBernardino  
417 Iron Street, P.O. Box 599  
Lehighton, PA 18235  
610-377-6617 (Phone)  
610-377-8144 (Fax)  
Email: [diberlaw@ptd.net](mailto:diberlaw@ptd.net)  
Website: [www.diberlaw.com](http://www.diberlaw.com)

**CONFIDENTIALITY NOTICE:** This message may contain confidential information intended solely for the use of those to whom/which is addressed. It may also contain information subject to the attorney-client privilege, or other privileges or immunities. No waiver of any of these privileges or immunities is intended. If the reader is not an intended recipient, then the reader is notified that any review, copying, distribution or use of this message or its contents, strictly is prohibited. If the reader received this message in error, then the reader is asked to notify us immediately, to destroy all hard copies and to delete all electronic copies. No attorney-client relationship is established without a fee agreement signed by attorney and client.

USBC PAM - LIVE - VERSION 5.1.1

Page 1 of 2

United States Bankruptcy Court  
Middle District of Pennsylvania

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 11/04/2016 at 11:12 AM and filed on 11/04/2016.

**Nikitas Giannakouros**  
176 Susquehanna Blvd  
Hazleton, PA 18202  
610-377-6617  
SSN / ITIN: xxx-xx-7754

The case was filed by the debtor's attorney:

**John DiBernardino**  
PO Box 599  
417 Iron Street  
Lehigh, PA 18235  
610 377-6617

The case was assigned case number 5:16-bk-04544.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

To view the bankruptcy petition and other documents filed in this case, please visit the following Internet link: <http://ecf.pamb.uscourts.gov/> You must first register at this web site: <http://pacer.psc.uscourts.gov/> There is no registration fee. However, the Judicial Conference of the United States has established a fee for access to information in PACER. All registered users will be charged as follows: Use of the PACER system will generate a .10 per page charge, and Audio files of court hearings retrieved via PACER will generate a 2.40 per file charge. Public access computer terminals are also available at the Clerk's Office's two locations, 9:00 am to 4:00 pm, M-F (closed on all federal holidays): Max Rosenn US Courthouse, 197 South Main Street, Wilkes-Barre, PA 18701 and Ronald Reagan Federal Building and Courthouse, 228 Walnut Street, Harrisburg, PA 17101.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Terrence S. Miller**  
Clerk, U.S. Bankruptcy  
Court

# SHERIFF'S SALE COST SHEET

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

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$195.00	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$36.00	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$6.00	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$6.50	
NOTARY	\$10.00	
TOTAL *****		\$426.00

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$1329.99	
SOLICITOR'S SERVICES	\$100.00	
TOTAL *****		\$1579.99

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$67.00	
TOTAL *****		\$77.00

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$2731.20	
SCHOOL DIST. 20	\$4422.91	
DELINQUENT 20	\$7255.94	
TOTAL *****		\$14410.05

MUNICIPAL FEES DUE:		
SEWER 20	\$	
WATER 20	\$	
TOTAL *****		\$-0-

SURCHARGE FEE (DSTE)	\$140.00	
MISC. <u>6.00</u>	\$	
TOTAL *****		\$-0-

TOTAL COSTS (OPENING BID) \$16633.04



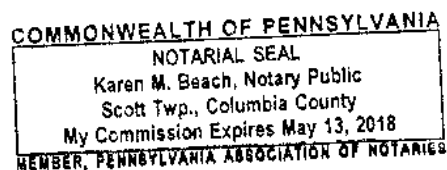
STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA                      } SS

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 October 19, 26 and November 2, 2016 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 2<sup>nd</sup> day of November 2016

.....  
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.

.....

**Tax Notice** 2016 County & Municipality  
**TOWN OF BLOOMSBURG**  
**MAKE CHECKS PAYABLE TO:**  
 Mary F Ward  
 TOWN HALL  
 301 E Second St  
 BLOOMSBURG PA 17815  
**HOURS:** THURSDAY: 9AM - 4:30PM  
 FRIDAY: 9AM - 3PM DURING DISCOUNT  
 JUNE 27 28 29 30 - 9AM - 2PM  
**PHONE: 570-784-1501**

DATE			BILL NO.		
03/01/2016			7978		
FOR: COLUMBIA County					
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	INC. PENALTY
GENERAL	96.192	10.491	988.97	1,009.15	1,110.07
SINKING		1	94.27	95.19	105.81
STREET LIGHT		.75	70.70	72.14	79.35
DEBT SERVICE		1.532	144.42	147.37	162.11
FIRE/LIBRARY		1.58	148.94	151.98	167.18
TOWN RE		10.459	952.95	1,003.07	1,106.69
The discount & penalty have been calculated for your convenience			2,433.25	2,482.90	2,731.20
PAY THIS AMOUNT			April 30 If paid on or before	June 30 If paid on or before	June 30 If paid after

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

GIANNAKOUIROS NIKITAS  
 176 SUSQUEHANNA BLVD  
 WEST HAZLETON PA 18202

	CNTY	TWP
Discount	2 %	2 %
Penalty	10 %	10 %
PARCEL 05E-02 -272-00.000		
619 623 EAST ST		
.4118 Acres		
	Land	10.704
	Buildings	85.428
Total Assessment:		96.192

This tax returned to courthouse on **January 1, 2017**

If you desire a receipt, send a self-addressed stamped envelope with your payment  
 THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

**BLOOMSBURG SCHOOL DISTRICT 2016 SCHOOL REAL ESTATE DATE 07/01/2016 BILL# 002220 TAXCOLLECTOR COPY**

TOWN OF BLOOMSBURG			DESCRIPTION	ASSESSMENT	RATE	% DISC	TAX AMOUNT	10% PENALTY
MAKE CHECKS PAYABLE TO:			Real Estate	96192	41.8000	3940.41	4020.83	4422.91
MARY F WARD								
301 E 2ND ST								
BLOOMSBURG, PA 17815								
INSTALLMENT PLAN	Face	Penalty	ASSESSED VALUE					
FIRST INSTALLMENT	1340.28	1340.28				3940.41	4020.83	4422.91
SECOND	1340.28	1340.28				IF PAID ON OR BEFORE	IF PAID ON OR BEFORE	IF PAID AFTER
THIRD INSTALLMENT	1340.28	1340.28				AUG 31	OCT 31	OCT 31
			TAXABLE ASSESSMENT	96192				

M  
 A GIANNAKOUIROS NIKITAS  
 E 176 SUSQUEHANNA BLVD  
 L WEST HAZLETON PA 18202  
 T  
 O

SCHOOL PENALTY & LAG	
PROPERTY DESCRIPTION	ACCT. 7600
PARCEL 05E02 272000000	
20050-9492	85428.00
TAXES PROPOSED	
DELINQUENT TAX	
NAME & ADDRESS CORRECTIONS REQUESTED	

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUIROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**TO: Nikitas Giannakouros, Defendant**  
**176 Susquehanna Boulevard**  
**West Hazleton, PA 18202**

**Nikitas Giannakouros, Defendant**  
**619-623 East Street**  
**Bloomsburg, PA 17815**

BY VIRTUE OF A WRIT OF EXECUTION NO. 139 ED 16 OF 2016, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

AT NOV 9<sup>th</sup>, 2016  
AT 9: O'CLOCK, A.M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of land now or formerly of

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
SHERIFF'S SALE BILL

### Serve To:

Name: (POSTING)

Primary Address: 619-623 EAST STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge Posted · Other

Adult In Charge:

Relation:

Date:

10-7-16

Time:

10:51

Deputy:

4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

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

(POSTING)

2016CV155

619-623 EAST STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SHERIFF'S RETURN OF SERVICE

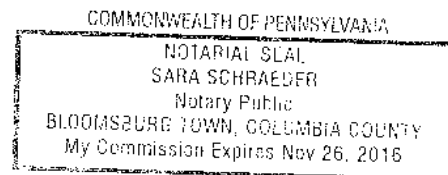
10/07/2016 10:51 AM - DEPUTY MICHAEL BEYER, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 619-623 EAST STREET, BLOOMSBURG, PA 17815.

*Michael Beyer*  
MICHAEL BEYER, DEPUTY

SO ANSWERS,

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

October 11, 2016



NOTARY

Affirmed and subscribed to before me this

11TH day of OCTOBER 2016

*Sara Schraeder*

Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

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



71901140006000087664

US SMALL BUSINESS ADMINISTRATION  
PHILADELPHIA DISTRICT OFFICE  
900 MARKET STREET

PHILADELPHIA PA 19107-4214

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# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SHERIFF'S RETURN OF SERVICE

08/30/2016 12:50 PM - DEPUTY MICHAEL BEYER, 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: NIKITAS GIANNAKOUIROS AT 619-623 EAST STREET, BLOOMSBURG, PA 17815.

Michael Beyer  
MICHAEL BEYER, DEPUTY

SO ANSWERS,

Timothy T. Chamberlain  
TIMOTHY T. CHAMBERLAIN, SHERIFF

August 31, 2016

NOTARY

Affirmed and subscribed to before me this

31ST day of AUGUST, 2016

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sarah Jane Klingaman, Notary Public  
Town of Bloomsburg, Columbia County  
My Commission Expires Oct. 4, 2016

Sarah Jane Klingaman

Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

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



71901140006000087688

CLEVELAND BROTHERS CO DONALD  
~~728 FORBES~~ BUILDING SUITE 800

PITTSBURGH PA 15219

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139



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

DATE: 20-SEP-16

FEE: \$5.00

CERT. NO25661

GIANNAKOUROS NIKITAS  
176 SUSQUEHANNA BLVD  
WEST HAZLETON PA 18202

DISTRICT: TOWN OF BLOOMSBURG  
DEED 20050-9492  
LOCATION: 619-623 EAST STREET  
PARCEL: 05E-02 -272-00,000

YEAR	BILL ROLL	AMOUNT	-----PENDING----- INTEREST	COSTS	TOTAL AMOUNT DUE
2015	PRIM	7,101.16	149.78	0.00	7,250.94
TOTAL DUE :					\$7,250.94

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: December ,2016

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2015

REQUESTED BY: COLUMBIA COUNTY SHERIFF

# 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 09/09/16

Account:

Name:  
Company: **TIM CHAMBERLAIN - COLUM COUNTY SHER**  
Address: **PO BOX 380**  
**BLOOMSBURG, PA 17815**  
Telephone: **(570) 389-5622**

Ad ID: 1084733  
Description: **Giannakouros Sale**  
Run Dates: **10/19/16 to 11/02/16**  
Class: 2  
Agate Lines: 243  
Blind Box:

**Total Ad Cost \$1,329.99**  
**Amount Paid \$0.00**

Publication	Start	Stop	Inserts	Cost
Press Enterprise	10/19/16	11/02/16	3	\$1,329.99

## SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2016CV155

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

**WEDNESDAY, NOVEMBER 09, 2016 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 and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of said now or formerly of Herberts, North 53 degrees 10 minutes East, 217.8 feet to an iron post; Thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post in the southern line of the right-of-way now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence along the right-of-way now or formerly of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; Thence South 70 degrees 2 minutes West, 97 feet to an iron post; Thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first above mentioned, the place of BEGINNING.

UPON WHICH is erected a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

SUBJECT to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, Page 663.

BEING the same premises which Martin D. Cain, Jr., individually and as Personal Representative of the Estate of Martin D. Cain, Sr., also known as Martin D. Cain, also known as Martin Cain, late of Bloomsburg, Columbia County, Pennsylvania, by Deed dated August 18, 2005, and recorded with the Register and Recorder of Columbia County on September 6, 2005, to Instrument No. 200509492, granted and conveyed unto Nikitas Giannakouros.

**PROPERTY ADDRESS: 619 East Street, Bloomsburg, Pennsylvania, 17815**

PROPERTY IMPROVED with a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

TAX PARCEL NUMBER: 05E-02-272

PROPERTY ADDRESS: 619-623 EAST STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-02-272

Seized and taken into execution to be sold as the property of WORLD ENOSIS INC, NIKITAS GIANNAKOUIROS, NIKITAS GIANNAKOUIROS in suit of FIRST COLUMBIA BANK AND TRUST CO.,

## 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:  
HARDING, HILL & TUROWSKI, LLP  
Bloomsburg, PA (570) 784-6770

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, Pennsylvania

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone: 139

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
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: Deb Miller

Relation: Clerk

Date: 8-31-16

Time: 5:55

Deputy: 4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

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

COLUMBIA COUNTY TAX C

2016CV155

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 139

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
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:

Relation:

Date:

Deputy:

Time:

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

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

DOMESTIC RELATIONS OF 2016CV155 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

139

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: NIKITAS GIANNAKOUIROS

Primary Address: 619-623 EAST STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: NIKITAS Giannakouros

Relation: DEF

Date: 8-30-16 Time: 12:50

Deputy: 4 Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

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

GIANNAKOUIROS, NIKITAS

2016CV155

619-623 EAST STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 139

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: OCCUPANT

Primary Address: 619-623 EAST STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: ☒ Personally ☐ Adult In Charge ☐ Posted ☐ Other

Adult In Charge: Nikitas Giannakouras

Relation: DEF

Date: 8-30-16 Time: 12:50

Deputy: 4 Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

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

OCCUPANT

2016CV155

619-623 EAST STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

139

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: WORLD ENOSIS INC

Primary Address: 619-623 EAST STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Nikitas Giannakouras

Relation: DEF

Date: 8-30-16

Time: 12:50

Deputy: 4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

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

WORLD ENOSIS INC

2016CV155

619-623 EAST STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

**Category:** Real Estate Sale - Sale Notice

**Zone:**

139

**Manner:** < Not Specified >

**Expires:**

**Warrant:**

**Notes:** SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

**Name:** MUNICIPAL AUTHORITY OF THE TOWN OF

**Primary Address:** 301 EAST SECOND STREET  
2ND FLOOR  
BLOOMSBURG, PA 17815

**Phone:** **DOB:**

**Alternate Address:**

**Phone:**

### Final Service:

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

**Adult In Charge:**

Amber Kenney

**Relation:**

Manager

**Date:**

8-30-16

**Time:**

11:50

**Deputy:**

4

**Mileage:**

### Attorney / Originator:

**Name:** HARDING, HILL & TUROWSKI, LLP

**Phone:** (570) 784-6770

### Service Attempts:

**Date:**

**Time:**

**Mileage:**

**Deputy:**

### Service Attempt Notes:

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

MUNICIPAL AUTHORITY OF 2016CV155 301 EAST SECOND STREET, 2ND FLOOR, BLOOMSBURG NO EXPIRATION



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 139

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
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: DEF

Date: 8-30-16

Time: 11:48

Deputy: 4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

### Service Attempt Notes:

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

WARD, MARY F.

2016CV155

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

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone: 139

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: BLOOMSBURG RECYCLING CENTER

Primary Address: 901 PATTERSON DRIVE  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: Charles Fritz

Relation: Manager

Date: 8-30-16 Time: 12:00

Deputy: 4 Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

### Service Attempt Notes:

- 
- 
- 
- 
- 
- 

BLOOMSBURG RECYCLING CENTER

2016CV155

901 PATTERSON DRIVE, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2016CV155

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

**WEDNESDAY, NOVEMBER 09, 2016**  
**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 and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of land now or formerly of Herberts, North 53 degrees 10 minutes East, 217.9 feet to an iron post; Thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post in the southern line of the right-of-way now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence along the right-of-way now or formerly of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; Thence South 70 degrees 2 minutes West, 97 feet to an iron post; Thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first abovementioned, the place of BEGINNING.

UPON WHICH is erected a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

SUBJECT to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, Page 663.

BEING the same premises which Martin D. Cain, Jr., Individually and as Personal Representative of the Estate of Martin D. Cain, Sr., also known as Martin D. Cain, also known as Martin Cain, late of Bloomsburg, Columbia County, Pennsylvania, by Deed dated August 18, 2005, and recorded with the Register and Recorder of Columbia County on September 6, 2005, to Instrument No. 200509492, granted and conveyed unto Nikitas Giannakouros.

PROPERTY ADDRESS: 619 East Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

TAX PARCEL NUMBER: 05E-02-272

PROPERTY ADDRESS: 619-623 EAST STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-02-272

Seized and taken into execution to be sold as the property of WORLD ENOSIS INC, NIKITAS GIANNAKOUIROS, NIKITAS GIANNAKOUIROS in suit of FIRST COLUMBIA BANK AND TRUST CO..

**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:**  
HARDING, HILL & TUROWSKI, LLP  
Bloomsburg, PA (570) 784-6770

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

**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NIKITAS GIANNAKOUIROS, :

DEFENDANT. :

2016 - ED - 139

NO. 2016 - CV - 155

CIVIL ACTION-MORTGAGE FORECLOSURE

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF COLUMBIA :

**TO THE SHERIFF OF COLUMBIA COUNTY:**

To satisfy the judgment, interest and costs in the above captioned matter you are directed to levy upon and to sell the following described property: (see attached description)

Balance of Principal as of February 7, 2016	\$ 136,153.39
Accrued but unpaid interest from October 7, 2015 through February 7, 2016 (\$14.863 per diem)	\$ 1,839.34
Late charges to-date	\$ 10,124.58
Title Searches	\$ 310.00
Unpaid costs of prior foreclosure	\$ 206.20
UCC Fee	\$ 84.00
Attorney's fees	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 151,217.51</b>

Plus costs.

PROTHONOTARY, Court of Common Pleas  
Of Columbia County, Pennsylvania

DATED: 08-26-, 2016

~~HE~~ Barbara N. Silvestro

Proth & Clerk of Sev. Courts  
My Com. Ex. 1st Monday in 2020

## **LEGAL DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of land now or formerly of Herberts, North 53 degrees 10 minutes East, 217.9 feet to an iron post; Thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post in the southern line of the right-of-way now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence along the right-of-way now or formerly of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; Thence South 70 degrees 2 minutes West, 97 feet to an iron post; Thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first abovementioned, the place of **BEGINNING**.

**UPON WHICH** is erected a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

**SUBJECT** to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, Page 663.

**BEING** the same premises which Martin D. Cain, Jr., Individually and as Personal Representative of the Estate of Martin D. Cain, Sr., also known as Martin D. Cain, also known as Martin Cain, late of Bloomsburg, Columbia County, Pennsylvania, by Deed dated August 18, 2005, and recorded with the Register and Recorder of Columbia County on September 6, 2005, to Instrument No. 200509492, granted and conveyed unto Nikitas Giannakouros.

**PROPERTY ADDRESS:** 619 East Street, Bloomsburg, Pennsylvania, 17815

**PROPERTY IMPROVED** with a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

**TAX PARCEL NUMBER:** 05E-02-272

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

First Columbia Bank and Trust Co.  
vs.  
WORLD ENOSIS INC (et al.)

Case Number  
2016CV155

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

139

Warrant:

Notes: SALE DATE & TIME: 11/09/2016 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: NIKITAS GIANNAKOUIROS

Primary Address: 176 SUSQUEHANNA BLVD  
WEST HAZELTON, PA 18202

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

Time:

Deputy:

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Notes / Special Instructions:

Now, August 30, 2016 I, Sheriff of Columbia County, Pennsylvania do hereby deputize the Sheriff of Luzerne County to execute service of the documents herewith and make return thereof according to law.

### Return To:

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

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

GIANNAKOUIROS, NIKITAS 2016CV155 176 SUSQUEHANNA BLVD, WEST HAZELTON, PA 18202 NO EXPIRATION

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 - CV - 155

2016 - ED-139

NIKITAS GIANNAKOUIROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE

**PRAECIPE FOR WRIT OF EXECUTION**

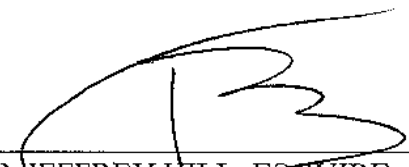
**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above captioned matter:

Balance of Principal as of February 7, 2016	\$ 136,153.39
Accrued but unpaid interest from October 7, 2015 through February 7, 2016 (\$14.863 per diem)	\$ 1,839.34
Late charges to-date	\$ 10,124.58
Title Searches	\$ 310.00
Unpaid costs of prior foreclosure	\$ 206.20
UCC Fee	\$ 84.00
Attorney's fees	\$ 2,500.00
TOTAL	\$ 151,217.51

Plus costs.

See attached description.

  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004



## **LEGAL DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of land now or formerly of Herberts, North 53 degrees 10 minutes East, 217.9 feet to an iron post; Thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post in the southern line of the right-of-way now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence along the right-of-way now or formerly of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; Thence South 70 degrees 2 minutes West, 97 feet to an iron post; Thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first abovementioned, the place of **BEGINNING**.

**UPON WHICH** is erected a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

**SUBJECT** to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, Page 663.

**BEING** the same premises which Martin D. Cain, Jr., Individually and as Personal Representative of the Estate of Martin D. Cain, Sr., also known as Martin D. Cain, also known as Martin Cain, late of Bloomsburg, Columbia County, Pennsylvania, by Deed dated August 18, 2005, and recorded with the Register and Recorder of Columbia County on September 6, 2005, to Instrument No. 200509492, granted and conveyed unto Nikitas Giannakouros.

**PROPERTY ADDRESS:** 619 East Street, Bloomsburg, Pennsylvania, 17815

**PROPERTY IMPROVED** with a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

**TAX PARCEL NUMBER:** 05E-02-272

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUIROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**TO: Nikitas Giannakouros, Defendant**  
**176 Susquehanna Boulevard**  
**West Hazleton, PA 18202**

**Nikitas Giannakouros, Defendant**  
**619-623 East Street**  
**Bloomsburg, PA 17815**

BY VIRTUE OF A WRIT OF EXECUTION NO. 139 ED 16 OF 2016, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

Nov 9<sup>th</sup>, 2016  
AT 9 O'CLOCK, A.M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point, a drill hole in the sidewalk in the southern line of the right-of-way, now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; Thence along line of land now or formerly of

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FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

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Herberts, North 53 degrees 10 minutes East, 217.9 feet to an iron post; Thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post on the southern line of the right-of-way now or formerly of the Delaware, Lackawanna & Western Railroad Company; Thence along the right-of-way now or formerly of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; Thence South 70 degrees 2 minutes West, 97 feet to an iron post; Thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first abovementioned, the place of **BEGINNING**.

**UPON WHICH** is erected a large brick building, part of which is one story and part two stories, and a large one story frame building attached.

**SUBJECT** to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, Page 663.

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**TAX PARCEL NUMBER:** 05E-02-272

SEIZED AND TAKEN in execution as the property of Nikitas Giannakouros at the suit of First Columbia Bank & Trust Co. vs. Nikitas Giannakouros.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

**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 defaults 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 representative of the Plaintiff.

Attorney for the Plaintiff:  
P. JEFFREY HILL, ESQUIRE  
Harding, Hill & Turowski, LLP  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, PA  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

## REAL ESTATE OUTLINE

ED # 2016 ED 139DATE RECEIVED 8-26-16  
DOCKET AND INDEX 2016 CV 155

## 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	<u>X</u>	
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR	<u>X</u>	CK# <u>94695</u>

**\*\*IF ANY OF ABOVE IS MISSING DO NOT PROCEED\*\***SALE DATE Nov. 9<sup>th</sup> TIME 9:00  
POSTING DATE \_\_\_\_\_  
ADV. DATES FOR NEWSPAPER 1<sup>ST</sup> WEEK \_\_\_\_\_  
2<sup>ND</sup> WEEK \_\_\_\_\_  
3<sup>RD</sup> WEEK \_\_\_\_\_

## **LEGAL DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

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**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUIROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE


**AFFIDAVIT OF WHEREABOUTS**

COMMONWEALTH OF PENNSYLVANIA :

:  
: SS.

COUNTY OF COLUMBIA :

BENJAMIN J. CLARK, Vice President – Loan Operations Manager, First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Nikitas Giannakouros, Defendant, at the time that judgment was entered, the Defendant's place of residence was 176 Susquehanna Blvd., West Hazleton, Luzerne County, Pennsylvania, 18202.

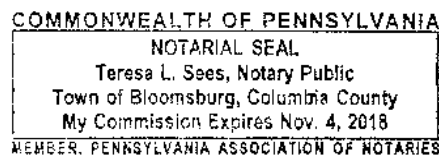
  
BENJAMIN J. CLARK, Vice President – Loan  
Operations Manager, First Columbia Bank &  
Trust Co.

Sworn to and Subscribed  
before me this 25<sup>th</sup> day  
of AUGUST, 2016.



NOTARY PUBLIC

My Commission Expires:





**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. : NO. 2016 – CV – 155

NIKITAS GIANNAKOUIROS, :

DEFENDANT. : CIVIL ACTION-MORTGAGE FORECLOSURE


**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT**

COMMONWEALTH OF PENNSYLVANIA :

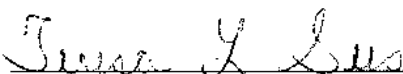
: SS.

COUNTY OF COLUMBIA :

I, BENJAMIN J. CLARK, Vice President – Loan Operations Manager, of First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of Nikitas Giannakouros, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Nikitas Giannakouros is not now, nor was Nikitas Giannakouros within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

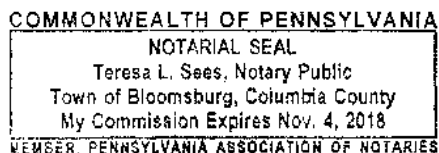
  
BENJAMIN J. CLARK, Vice President – Loan  
Operations Manager, First Columbia Bank &  
Trust Co.

Sworn to and Subscribed  
before me this 25<sup>TH</sup> day of  
AUGUST, 2016.



NOTARY PUBLIC

My Commission Expires:



**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

: NO. 2016 – CV – 155

NIKITAS GIANNAKOUROS, :

DEFENDANT. :

: CIVIL ACTION-MORTGAGE FORECLOSURE

**WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under the within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying each person of such levy or attachment, without liability on the part of such Deputy or the Sheriff to any Plaintiff herein for any loss, destruction or removal of such property before the Sheriff's Sale thereof.

HARDING, HILL & TUROWSKI, LLP



P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

36

Prepared By: FIRST COLUMBIA BANK & TRUST CO  
11 WEST MAIN STREET  
BLOOMSBURG, PA 17815

Return To: FIRST COLUMBIA BANK & TRUST CO  
11 WEST MAIN STREET  
BLOOMSBURG, PA 17815

Parcel Number:

Premises: 619 EAST STREET, BLOOMSBURG, PA 17815

— Commonwealth of Pennsylvania — Space Above This Line For Recording Data —

### OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 12-07-2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: NIKITAS GIANNAKOUDOS  
176 SUSQUEHANNA BLVD.  
WEST HAZLETON, PA 18201

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: FIRST COLUMBIA BANK & TRUST CO  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA  
11 WEST MAIN STREET  
BLOOMSBURG, PA 17815

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

REFER TO EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

The property is located in COLUMBIA at 619 EAST STREET  
(County)  
BLOOMSBURG, Pennsylvania 17815  
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 300,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

NOTE OF EVEN DATE IN THE PRINCIPAL AMOUNT OF \$300,000.00 IN THE NAME OF NIKITAS GIANNAKOYROS

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any

(page 3 of 15)

claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A. A beneficial interest in Mortgagor is sold or transferred.
  - B. There is a change in either the identity or number of members of a partnership or similar entity.
  - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
- However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
  - B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
  - C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

**12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**13. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**14. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications, or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following

(page 5 of 15)

default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.



**15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**16. DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to

- believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
  - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
  - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
  - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
  - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
  - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
  - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
  - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**20. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**21. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

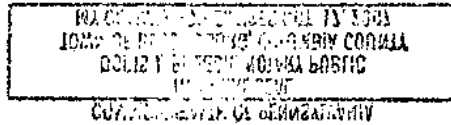
**26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**27. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**28. WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

**29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.



**30. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

(Signature) NIKITAS GIANNAKOUDOS (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Witness) \_\_\_\_\_

(Witness) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Witness) \_\_\_\_\_

(Witness) \_\_\_\_\_

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA } ss.  
(Individual) On this, the 7TH day of DECEMBER, 2005, before me  
DORIS J. BREECH, the undersigned officer, personally appeared  
NIKITAS GIANNAKOUDOS

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

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

My commission expires:

Doris J. Breech  
DORIS J. BREECH

NOTARY PUBLIC

Title of Officer

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DORIS J. BREECH, NOTARY PUBLIC  
TOWN OF BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES OCT. 17, 2007



EXHIBIT "A"

**ALL THAT CERTAIN** piece, parcel and tract of land situate on the eastern side of East Street in the Town of Bloomsburg, between Sixth and Seventh Streets, Columbia County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point, a drill hole in the sidewalk in the southern line of the right-of-way of the Delaware, Lackawanna & Western Railroad Company, thence in a southeasterly direction along the eastern line of East Street, South 49 degrees 20 minutes East, 108.45 feet to another drill hole in the sidewalk; thence along line of land now or formerly of Herberts, North 53 degrees 10 minutes East, 217.9 feet to an iron post; thence along the line of land now or formerly of Herberts, North 12 degrees 10 minutes West, 33.5 feet to an iron post in the southern line of the right-of-way of the Delaware, Lackawanna & Western Railroad Company; thence along the right-of-way of said Railroad Company, the following courses and distances: South 71 degrees 44 minutes West, 70.5 feet to an iron post; thence South 70 degrees 2 minutes West, 97 feet to an iron post; thence South 69 degrees West, 100 feet to the drill hole in the sidewalk first above-mentioned, the place of beginning.

**UPON WHICH** is erected a large brick building, part of which is one story and part two stories, and a large one-story frame building attached.

**SUBJECT** to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William L. Herbert, both single, to Harry L. Magee, dated June 11, 1936, recorded in said Recorder's Office at Bloomsburg, Pennsylvania, in Deed Book 112, page 663.

(Business  
or Entity  
Acknowl-  
edgment)

COMMONWEALTH OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_} ss.

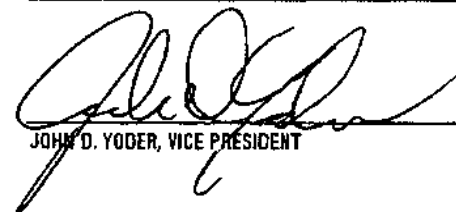
On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me  
\_\_\_\_\_, the undersigned officer, personally appeared

\_\_\_\_\_,  
who acknowledged himself/herself to be the \_\_\_\_\_  
of \_\_\_\_\_,  
and that he/she as such \_\_\_\_\_,  
being authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name of the \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.  
My commission expires:

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

It is hereby certified that the address of the Lender within named is: 11 WEST MAIN STREET,  
BLOOMSBURG, PA 17815

  
JOHN D. YODER, VICE PRESIDENT

(page 15 of 15)

REGISTER AND RECORDER  
COLUMBIA COUNTY, PA

INVOICE # 89481  
0102-RECEIPT BJM

--- CHARGES ---

#001 MORTGAGE \$89.50

Instrument Number - 200513425  
Recorded on - Dec 09, 2005 3:23:26 PM  
Mortgagee - BLOOMSBURG TOWN OF  
Mortgagor - GIANNAKOPOULOS, NIKITAS  
Mortgagee - FIRST COLUMBIA BANK & TRUST CO  
Fees Summary:

TATE WRIT TAX	\$0.50
CS/ACCESS TO JUSTICE	\$10.00
FORGABLE MORTGAGE	\$37.00
RECORDING FEE RECORDER	\$37.00
CORRECTION FUND	\$3.00
UNTY IMPROVEMENT FUND	\$2.00

TOTAL CHARGES \$89.50

--- PAYMENTS ---

C. 041280 \$89.50

TOTAL PAYMENTS \$89.50

AMOUNT DUE	\$89.50
PAYMENT ON INVOICE	(\$89.50)
BALANCE DUE	\$0.00

Customer:  
FIRST COLUMBIA BANK, BOX

THANK YOU  
BEVERLY J. MICHAEL  
REGISTER & RECORDER  
COUNTY # 19

NIKITAS GIANNAKOUROS  
100 SUSQUEHANNA BLVD.  
WEST HAZLETON, PA 18201

FIRST COLUMBIA BANK & TRUST CO  
11 W. MAIN STREET  
BLOOMSBURG, PA 17815

Loan Number: 1386037936  
Date 12-07-2005  
Maturity Date 12-07-2020  
Loan Amount \$ 300,000.00  
Renewal Of \_\_\_\_\_

**BORROWER'S NAME AND ADDRESS**

"I" includes each borrower above, jointly and severally.

**LENDER'S NAME AND ADDRESS**

"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of THREE HUNDRED THOUSAND AND NO/100

Dollars \$ 300,000.00

☒ **Single Advance:** I will receive all of this principal sum on 12-07-2005. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 12-07-2005 at the rate of 7.360% per year until 12-07-2008.

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be 3.000 PERCENT ABOVE the following index rate: THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF THREE YEARS.

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as EVERY 3RD YEAR BEGINNING 12-07-2008

A change in the interest rate will take effect ON THE SAME DAY

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

**ACCURAL METHOD:** Interest will be calculated on a ACTUAL/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to \_\_\_\_\_

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT WITH A MIN OF \$25.00 AND A MAX OF \$999.99

☐ **RETURNED CHECK CHARGE:** I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: RECORDING FEES 185.00; APPRAISALS 850.00; PROPERTY & FLOOD SEARCHES 78.50; ORIGINATION FEE 1,500.00 & ATTY. DEED PREP FEE 250.00

**PAYMENTS:** I agree to pay this note as follows:

180 MONTHLY PAYMENTS OF \$2,775.31 BEGINNING 01-07-2006. THIS IS A VARIABLE RATE LOAN AND THE PAYMENT AMOUNTS MAY CHANGE AFTER THE 36TH PAYMENT AND EVERY 36TH PAYMENT THEREAFTER.

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

**ADDITIONAL TERMS:**

**PREPAYMENT PENALTY:** THERE SHALL BE A PREPAYMENT PENALTY OF THREE PERCENT (3%) OF THE OUTSTANDING PRINCIPAL BALANCE IN THE FIRST YEAR, TWO PERCENT (2%) IN YEAR TWO, ONE (1%) IN YEAR THREE. THE PREPAYMENT PENALTY SHALL THEN RECUR EACH SUBSEQUENT THREE YEAR FIXED RATE PERIOD THROUGH THE TERM OF THE LOAN.

**PURPOSE:** The purpose of this loan is REFINANCE BUSINESS DEBT & IMPROVE COMMERCIAL REAL ESTATE

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):

MORTGAGE DATED DECEMBER 7, 2005 IN THE NAME OF NIKITAS GIANNAKOUROS

(This section is for your internal use. Failure to list a separate security document does not mean this agreement will not secure this note.)

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

NIKITAS GIANNAKOUROS

Signature for Lender

JOHN D. YODER, VICE PRESIDENT





**HARDING, HILL & TUROWSKI LLP**  
**ATTORNEYS AT LAW**

38 West Third Street | Bloomsburg, PA 17815  
570.784.6770 Telephone | 570.784.6075 Facsimile  
www.hhtlegal.com

August 26, 2016

Columbia County Sheriff's Department  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17185

**RE: First Columbia Bank & Trust Co. vs. Nikitas Giannakouros**  
**Complaint in Mortgage Foreclosure, Columbia County**

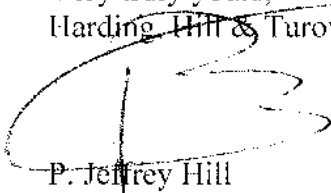
Dear Tim:

Please be advised that when you serve the Writ of Execution and the various other documents for execution upon Defendant, Nikitas Giannakouros, at his Bloomsburg address as shown on the Notice of Sheriff's Sale of Real Estate, you also must serve copies of the documents upon the tenant, World Enosis, Inc., at:

World Enosis, Inc.  
619-623 East Street  
Bloomsburg, PA 17815

If you have any questions regarding the service of the various documents upon the Defendant AND the tenant, please contact my office to discuss this matter.

Very truly yours,  
Harding, Hill & Turowski, LLP



P. Jeffrey Hill

PJH/ts  
Enclosures

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE


**AFFIDAVIT OF WHEREABOUTS**

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF COLUMBIA :

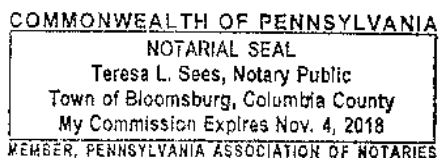
BENJAMIN J. CLARK, Vice President – Loan Operations Manager, First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Nikitas Giannakouros, Defendant, at the time that judgment was entered, the Defendant's place of residence was 176 Susquehanna Blvd., West Hazleton, Luzerne County, Pennsylvania, 18202.

  
BENJAMIN J. CLARK, Vice President – Loan  
Operations Manager, First Columbia Bank &  
Trust Co.

Sworn to and Subscribed  
before me this 25<sup>TH</sup> day  
of AUGUST, 2016.

  
NOTARY PUBLIC

My Commission Expires:



**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE


**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT**

COMMONWEALTH OF PENNSYLVANIA :


: SS.

COUNTY OF COLUMBIA :

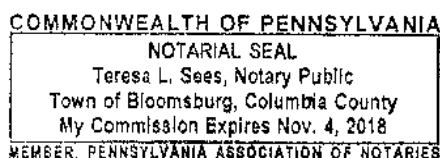
I, BENJAMIN J. CLARK, Vice President – Loan Operations Manager, of First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of Nikitas Giannakouros, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Nikitas Giannakouros is not now, nor was Nikitas Giannakouros within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

  
BENJAMIN J. CLARK, Vice President – Loan  
Operations Manager, First Columbia Bank &  
Trust Co.

Sworn to and Subscribed  
before me this 25<sup>TH</sup> day of  
AUGUST, 2016.

  
NOTARY PUBLIC

My Commission Expires:





**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2016 – CV – 155

NIKITAS GIANNAKOUROS, :

DEFENDANT. :

CIVIL ACTION-MORTGAGE FORECLOSURE

**WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under the within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying each person of such levy or attachment, without liability on the part of such Deputy or the Sheriff to any Plaintiff herein for any loss, destruction or removal of such property before the Sheriff's Sale thereof.

HARDING, HILL & TUROWSKI, LLP

  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

## Document Receipt

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Trans #	8768	Carrier / service:	USPS Server	First-Class Mail®	8/30/2016 12:00:00 AM
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Ship to

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 7190114000800087640

Doc Ref #: 2016ED138

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HARRISBURG PA 17128

139

## Document Receipt

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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000087640

Doc Ref #: 2016ED138

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HARRISBURG PA 17128

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## Document Receipt

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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking #: 71901140006000067657

Doc Ref #: 2016ED138

Postage 5.1300

HARRISBURG PA 17105

139

## Document Receipt

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Ship to

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS  
ADMINISTRATION

900 MARKET STREET

Tracking #: 71901140006000087864

Doc Ref #: 2016ED138

Postage 5.1300

PHILADELPHIA PA 19107-4214

139

## Document Receipt

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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000087671

Doc Ref #: 2016ED138

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PHILADELPHIA PA 19106

139

## Document Receipt

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## Ship to:

CLEVELAND BROTHERS/O'DONALD  
PHILLIPS

428 FORBES BUILDING SUITE 800

Tracking #: 71901140006000087688

Doc Ref #: 2016ED138

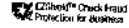
Postage 5.1300

PITTSBURGH PA 15219

134



232 EAST STREET  
BLOOMSBURG, PA 17815



PAY

TO THE  
ORDER OF

\*\*\*\*\* ONE THOUSAND THREE HUNDRED FIFTY AND 00/100

DATE  
08/23/2016AMOUNT  
\$1,350.00

Columbia County Sheriff

MEMO

  
AUTHORIZED SIGNATURE

⑈094695⑈ ⑆031305936⑆ 018⑈529⑈9⑈