Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

Plaintiff		<u>Defendant</u>	コ
First Columbia Bank and Trust Co.	vs.	WORLD ENOSIS	SINC
		NIK!TAS GIANNAK!	OUROS
		NIKITAS GIANNAKI	DUROS
L_			
Attorney for the Plaintiff:		Sheriff's Sale Date:	Wednesday, November 9, 2016
HARDING, HILL & TUROWSKI, LLP		Writ of Execution No.:	2016CV155

Bloomsburg, PA 17815 Advance Sheriff Costs: \$1,350.00

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

### **Sheriff Costs**

38 West Third Street

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
	Total Sheriff Costs	\$2,155.99
Municipal Costs		
Current Taxes		\$2,731.20
Current Taxes		\$4,422.91
Delinquent Taxes		\$7,255.94
	Total Municipal Costs	\$14,410.05
Distribution Costs		
Recording Fees	•	\$67.00
	Total Distribution Costs	\$67.00

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

Grand Total:	\$16,633.04
	·



# 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 pruly yours,

Narding Hill & Turowski, LLP

P. Jeffrey Hill

PJH/ts

**Enclosures** 

ec. Ben Clark, VP, First Columbia Bank & Trust Co. (w/enc.)

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

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

Printed: 11/7/2016 11:42:50AM

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	Sorvice 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

TOTAL BALANCE: \$(615.99)

\$1,965.99

\$1,350.00

Anailel 10 Truts9 5-3-17

Page 1 of 1



PAY

MEMO

TO THE ORDER OF \*\*\*\*\*\* AND 99/100

DATE 05/11/2017 AMOUNT

\$615.99

Columbia County Sheriff

232 EAST STREET BLOOMSBURG, PA 17815

#### Teresa Sees

From:

diberlaw@ptd.net]

Sent:

Friday, November 04, 2016 11:36 AM

To:

Teresa Sees

Nikitas Giannakouros - Notice of Bankruptcy Case Filing Sublect:

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 Bankruptcv 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

Website: 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 I 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 Lehighton, 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. Giannakouros
NOED NO	JD DATE/TIME OF SALE
DOCKET/RETURN	\$15.00
SERVICE PER DEF.	\$195,00
	· <del>/ · · · · · · · · · · · · · · · · · ·</del>
LEVY (PER PARCEL	\$15.00 \$ <b>36.00</b>
MAILING COSTS	·
ADVERTISING SALE BILLS & COPIL	·
ADVERTISING SALE (NEWSPAPER)	
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	\$ <u>6,50</u>
NOTARY	\$ 10.00 ++++++++++++++++++++++++++++++++++
TOTAL *******	********* \$ 476.00
WEB POSTING	\$150.00
PRESS ENTERPRISE INC.	\$ <i>/329,99</i>
SOLICITOR'S SERVICES	0100.00
TOTAL ******	\$100.00 *********** \$ <u>157<b>9</b>,99</u>
PROTHONOTARY (NOTARY)	\$10.00
RECORDER OF DEEDS	
RECORDER OF DEEDS TOTAL ******	****** \$ 77.00_
REAL ESTATE TAXES:	
	\$ 2731,70
BORO, TWP & COUNTY 20 SCHOOL DIST. 20	* 4423 91
	\$ 77663 11 \$ 7766 94
DELINQUENT 20	***** \$ 14410.05
TOTAL	\$\frac{1}{7}\frac{1}{1}\frac{1}{1}\frac{1}{3}\frac{1}\frac{1}{3}\f
MUNICIPAL FEES DUE:	
	\$
WATER 20	\$ *
TOTAL *****	\$ \$ ************
	\$ 140,00
SURCHARGE FEE (DSTE) MISC.	\$ <u>190,85</u>
MISC. Later Co.	\$
ግንንሮ ለቸ *****	\$_ ************* \$ -6
JUIAL	••••••••••••••••••••••••••••••••••••••
TOTAL COSTS (	(OPENING BID) \$ <u>16633.04</u>

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.

all of the allegations in the foregoing true.	statement a	as to time, place, and character of publication are
		24-
Sworn and subscribed to before	me this	2nd day of November 20.16
•		Laren M. Beach (Notary Public)
		COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Karen M. Beach, Notary Public  Scott Twp., Columbia County  My Commission Expires May 13, 2018  HEMBER, PENNSYLVANIA ABBOCIATION OF NOTARIES
And now,	, 20	, I hereby certify that the advertising and
		for publishing the foregoing notice, and the
fee for this affidavit have been paid i		- 0
•		

Tax Notice 2010 County & Municipality
TOWN OF BLOOMSBURG
MAKE CHECKS PAYABLE TO:
Mary F Ward
TOWN HALL
301 E Second St
BLOOMSBURG PA: 17815
HOURSTHURSDAY: 9AM - 4/30PM
HARDAY COME 25/45 DURING DISCOUNT
JUNE 27 28 29 30 - 9AM - 2PM

PHONE:570-784-1581

!  FOR: COLUMBIA C	County		DATE 03/01/2016		LL NO. 7978
OF SOR PEION	LASSESSMENT	Mills	LESS DISCOUNT	TAX AMOUNT DUE	INCLIPERALTY
GENERAL SINKING STREET LIGHT DEBT SERVICE FIRE/LIBRARY TOWN RE	96.192	10.491 1 .75 1 5.32 1.58 10.459	94.57 70.70 114 0. 1 <b>48.9</b> 4	95.19 <b>72.14</b> 147.37	:05.81 79.35 :62.11 167.18
The discount \$ sensity have been carculated for your convenience	PAY THIS AG		2,433.25 April 30 If poid on or before	June 30	2,731,20 June 30 If paid after
		6.47	42.4 PG	(T) . 1.	A COLUMN CONTRACTOR

tor your convenience	If poid on o	i perote i it band on ot perote i it band affer i
TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED	CNTY TVP Discount 2% 2%	This tax returned to courthouse on
GIANNAKOUROS NIKITAS 176 SUSQUEHANNA BEVE WEST HAZLETON PA 18202	Penalty 10 % 10 %  PARCEL 05E-02 -272-30.006 619 623 EAST ST  4118 Agres Land	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 PAYMEN!	Buildings Total Assessment	85.428 90,192

TOWN OF BLOCKSBURG	2016 SCHOOL REAL					
MAKE CHECKS PAYABLE TO:	DESCRIPTION	ASSESSMENT	RAPE		FACE AMOUNT	
	Peal Datate	96192	41.8000	3,240,40,	+ 675 - 41	e sisting
MARY F WARD			į			
avi Molindo III.						
BLOOMSBURG, PA 17815	1	1	İ		-	
					i	
INSTALLMENT FLAN Face Penals	ASSESSED VALUE			3940,41	4020.83	4422.3
FIRST INSTALLMENT 3340 28 1340.	اف ت	İ	ļ		1	
SECOND 1340.28 1414.	$s \downarrow$		i	OR BEFORE	OR BEFORE	IF PAID AFTER
CHIPO COSTALLMENT 1340 37 18 000	TAXABLE ASSESSMENT	95190		AUG 31	007 31	OCT 31

A GIANNAKOUROS NIKITAS I 176 SUSQUEHANNA BLVD

0

WEST HAZLETON PA 18202

PROPERTY DESCRIPTION ACCT. 7500
PARCEL 05E02 27200000

TAXES PROOME
20050-9492 85428.00 DELINOTENT 1: C

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 GIANNAKOUROS,

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### 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

ΑΤ <u>9'</u> Ο'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

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Colum	ibia Bank and Trust Co.		1		Number
	NOSIS INC (et al.)			201	6CV155
"	SERVICE CO	VER SH	EET		
Service De	talls;				
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:		Final Serv	lce:		
Name:	(POSTING)	Served:	Personally · Adu	lt In Charge	Posted Other
Primary Address:	619-623 EAST STREET BLOOMSBURG, PA 17815	Adult In Charge:			
Phone:	DOB:	Relation:			
Alternate Address:		Date:	10-7-16	Time:	10.51
Phone:		Deputy:	4	Mileage:	
Attorney /	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
Service Att	lempts:				
Date:					
Time:					
Mileage:					
Deputy:					
Service At	tempt Notes:				
1.					
2.					
3.					
4.					·
5.					<del></del>
6.					

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 BUYEN
MICHAEL BEYER, DEPUTY

SO ANSWERS.

October 11, 2016

TIMOTHY T. CHAMBERLAIN, SHERIFF

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL SARA SCHRAEDER Notary Public BLOOMSZURG TOWN, COLUMBIA COUNTY My Commission Expires Nov 26, 2016

Affirmed and subscribed to before me this

44Th

11TH day of

ay of \_\_\_\_OCTOBER

2016

Sua Schneder

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



US SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE 900 MARKET STREET

PHILADELPHIA PA 19107-4214

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 GIANNAKOUROS AT 619-623 EAST STREET, BLOOMSBURG, PA 17815.

MICHAEL BEYER, DEPUTY

SO ANSWERS,

August 31, 2016

TIMOTHY T. CHAMBERLAIN, SHERIFF

		······································	NOTARY	COMMONWEALTH OF PEWNSYLVANIA  Notarial Seal  Sarah Jane Klingaman, Notary Public  Town of Bioomsburg, Columbia County  My Commission Expires Oct. 4, 2015
Affirmed and s	subscribed to be	efore me this		Λ .
31ST	day of	AUGUST	,2016	Sarch Jan Klingaman
PI:	aintiff Attorney:	HARDING, HILL &	— ———— L TUROWSKI, LLP, 38 W	est Third Street, Bloomsburg, PA 17815

Columbia County
Columbia County Sherill

35 West Main Street
PO Box 380
Bloomsburg PA 17815



CLEVELAND BROTHERSC/O DONALD 程想中的PBES BUILDING SUITE 800

PITTSBURGH PA 15219

# 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	COSTS	TAL AMOUNT DUE
2015	PRIM	7,101.16	149.78	0.00	7,250.94
TOTAL	DUE :			<b></b>	\$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: CULUM BEA COUNTY SHERTEF

# 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

Ad ID:

1084733

Description:

Giannakouros Sale 10/19/16 to 11/02/16

Run Dates: Class:

Agate Lines:

Blind Box:

243

Account:

Name:

**TIM CHAMBERLAIN - COLUM COUNTY SHER** Company:

Address:

**PO BOX 380** 

**BLOOMSBURG, PA 17815** 

Telephone: (570) 389-5622

Total Ad Cost

\$1,329.99

Amount Paid

\$0.00

Publication

Start

Inserts Stop

Cost

Press Enterprise

10/19/16 11/02/16

\$1,329.99

### SHERIFF'S SALE By Virtue of a Writ of Execution for 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 Inwin of Biomnisburg. County of Columbia, Commonwealth of

Pennsylvania on: WEDNESDAY, NOVEMBER 09, 2016 AT 9:00 O'CLOCK A.M.

WEDNESDAY, MOVEMBER 09, 2016 At 3100 OUDCR AM.
All parties in interest and claimants are hinther notified that a proposed schedule of distribution will be on tille in the Sheriff's Office no later than thirty 130/ days after the date of the salse of any proposity sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten [10] days after said filling, unless exceptions are filled with the Sheriff's Office prior thurstu.

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

BEGININNIO at a point a child hole in the sixtemal in the southern land of the right-of-way, now or formerly of the Delaware, Linckawarina & Wastein Railload Company, Thence in a southwasterny direction along the eastern line of East Street, Shurth 49 degrees 20 minutes East, 108.45 feet to another disheld in the sidewalk. Thence along line of band how or formerly of Herberts, North 53 degrees 10 minutes East, 2179 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 un iron post in the southern line of the right-of-way now or formerly of the Lindau Company. Thence along the right-of-way now or formerly of the side of the right-of-way now or formerly of the side of the right-of-way now or formerly of the side of the right of the peece of the right of the right of the peece of the right of the peece of the right of the peece of the right of th

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

UPON WHILTH is erected a large most building, pain or which is one story and pair two stores, and a large one story frame building patachod.

SUBJECT to all the conditions and reservations as more particularly contained in Deed from Edward R. Herbert and William 1. Herbert, both single, to Harry L. Mages, datud June 11, 1937, reported 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 Repre-sentative of the Estate of Martin D. Cain, St., also known as Martin D. Cain, also known as Martin Cain, late of Bloomsburg, Columpia County, Purnsylvania, by Deed dated August 18, 2005, and rucoided with the Register and Recorder of Columbia County on September 6, 2005, no Instrument No. 2006/094.92, grantful and convuyed unto Nikitas Garnadacurus.

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

PROPERTY IMPROVED with a large brick building, part of which is one story and par two stories, and a large one story fram

hividing attached. TAX PARCEL NUMBER: 05E-02-272.

PROPERTY ADDRESS: 619-623 FAST STREET, BLOOMSBURG, PA 17815 UPI / TAX PARCEL NUMBER: 056-02-272

CONTY TAX PARKET, TOWNSHIP COLCUES IN A COLCUES IN A COLCUE TAX OF THE COLCUES INC. NIKITAS GIANNAKOUROS IN SUIT OF HRST COLUMBIA BANK AND TRUST CO.

TAS GIANNAXCUROS, NIKITAS GIANNAKOUROS in suit of HRST COLUMBIA BYNK. AND TRUIT 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, BEMAINING BEALANCE OF BID PRICE Any immuning amount of the bid price is to be paid violatin eight 18 days after the sale in cash, certified check or cashier's check. INAPOTRIAN I NOTICE FOR EMILIBE TO PRY BID PRICE FAIL UPF TO PRY 1HE RID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANISAL CONSEQUENCES TO THE BIDOH. DO NOT BID DINLESS FUNDS ANE AVAILABLE FOR PRYMINITY WITHIN THE PRESCRIBED TIME PERMOD If the successful bidder fails to pay the bidgine as per the above terms, the Sheriff may doubt to either such the lidder for the balance die without a reside of the property or to reset the property at the harder's risk and maintain an action against the bidder in the case of default all sums paid by the bidder will be considered by the Payment, the proceeds checked the settled in coming bed derived by the Payment the proceeds checked the property at proceeds are payabled a grainst any damages recoverable. The defaulting bed enrived by the Payment of the proceeds checked to be beniff in commotion town the playment in proceeds checked to be playible to Plaintiff, the playment in County Shariff's Office receives advance written notice otherwise, signed by an authorized typersentation of the plaintiff.

Atterney for the Plaintiff. HARDING, HILL & TUROWSKI, LLP Bloomsburg, PA (570) 784-6770

TIMOTHY T CHAMBI-RI AIN, Sheriff COLUMBIA COUNTY, Pennsylvania

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

VS.	nbia Bank and Trust Co.  NOSIS INC (et al.)				<b>Number</b> 6CV155
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Service De	fails:				
Category:	Real Estate Sale - Sale Notice	STANKER OF THE STANKE	er alla eria sunannan er era	Zone:	139
Manner:	< Not Specified >	Expires:	Assessed to the second	Warrant:	
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Serve To:		Final Servi	and the anti-control of the section		
Name:	Columbia County Tax Office	Served:	Personally Ad	lul <u>t lb</u> Charge	Posted · Other
Primary Address:	PO Box 380 Bloomsburg, PA 17815	Adult In Charge:	Deb	nilla	<u> </u>
Phone:	570-389-5649 <b>DOB</b> :	Relation:	(	lier	a construction of the cons
Alternate Address:	gramma and the second of the s	Date:	£31-16	Time:	3,55
Phone:		Deputy:	4	Mileage:	
Attorney / (	Originator:		/		
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	)	
Service Att	empts:				
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COLUMBIA COUNTY TAX C

2016CV155

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRA

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Colur	nbia Bank and Trust Co.				Number
WORLD E	NOSIS INC (et al.)		ı	2016	SCV155
	SERVICE CO	OVER SH	EET		
Service De	talls:				
Category:	Real Estate Sale - Sale Notice	erman i armani a i		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 F	RIGHTS		
Serve To:		Final Serv	/ice:		
Name:	Domestic Relations Office of Columbia Cou	Served:	Personally Ad	ultin Charge	Posted · Other
Primary Address:	11 WEST MAIN STREET 2ND FLOOR Bloomsburg, PA 17815	Adult In Charge:	Karen	Richenda	refe
Phone:	DOB:	Relation:		Clur	
Alternate Address:		Date:	8-31-16	Time:	3:03
Phone:	and the second s	Deputy:	Y	Mileage:	
Attorney /	Originator:		1		
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
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DOMESTIC RELATIONS OF

2016CV158

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

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

GIANNAKOUROS, NIKITAS

619-623 EAST STREET, BLOOMSBURG, PA 17815

VS.	nbia Bank and Trust Co.	<del></del>			Number 6CV155
WORLD E	NOSIS INC (et af.)				
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Name:	NIKITAS GIANNAKOUROS	Served:	Rersonally · Adu	It In Charge	Posted · Other
Primary Address:	619-623 EAST STREET BLOOMSBURG, PA 17815	Adult In Charge:	NIKITA	5 G1a	Ma Koures
Phone:	DOB:	Relation:		DEF	
Alternate Address:		Date:	8-30-16	Time:	13:50
Phone:	The second of th	Deputy:	4	Mileage:	And a supplied to the supplied
Attorney / I	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
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Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

VS.	nbia Bank and Trust Co.				Number 3CV155
WORLD E	NOSIS INC (et al.)		<u> </u>	2016	
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Notes:	SALE DATE & TIME: 11/09/2016 AT 9:00 A PLAINTIFF NOTICE OF SHERIFF'S SALE A		IGHTS		
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Name:	OCCUPANT	Served:	Personally Adu	ılt In Charge ·	Posted · Other
Primary Address:	619-623 EAST STREET BLOOMSBURG, PA 17815	Adult In Charge:	Nikiths	Gionne	Louras
Phone:	DOB:	Relation:		DEF	
Alternate Address:		Date:	8-30-16	Time:	13:58
Phone:		Deputy:	4	Mileage:	
Attorney/	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	or the second reason to the	
Service At	tempts:		Marine Section 19		
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OCCUPANT

2016CV15

619-623 EAST STREET, BLOOMSBURG, PA 17815

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

**WORLD ENOSIS INC** 

619-623 EAST STREET, BLOOMSBURG, PA 17815

VS.	nbia Bank and Trust Co. NOSIS INC (et al.)				Number 6CV155
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Serve To:		Final Serv	ice:		
Name:	WORLD ENOSIS INC	Served:	Personally Adul	t In Charge	Posted · Other
Primary Address:	619-623 EAST STREET BLOOMSBURG, PA 17815	Adult in Charge:	NikitAs	Gianr	nakoures
Phone:	DOB:	Relation:	De	SP	
Alternate Address:		Date:	8-30-16	Time:	13:50
Phone:		Deputy:	4	Mileage:	
Attorney /	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	Marketter et al	erseen ers a a a a a a a a a a
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Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

VS.	nbia Bank and Trust Co. NOSIS INC (et al.)		Case Number 2016CV155
	SERVICE CO	OVER SH	EET
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Category: Manner:	Real Estate Sale - Sale Notice < 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 F	RIGHTS
Serve To:		Final Serv	//ce:
Name:	MUNICIPAL AUTHORITY OF THE TOWN OF	Served:	Personally · Adult In Charge · Posted · Other
Primary Address:	301 EAST SECOND STREET 2ND FLOOR BLOOMSBURG, PA 17815	Adult In Charge:	Amber Lenney Manager
Phone:	DOB:	Relation:	Manager
Alternate Address:		Date:	8-30-16 Time: 11.50
Phone:	emment to the second at the second at the second at the second at the second at the second at the second at the	Deputy:	← Mileage:
Attorney /	Originator:		
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770
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**MUNICIPAL AUTHORITY O** 

2016CV155

101 EAST SECOND STREET, 2ND FLOOR, BLOOMSBURG NO EXPIRATION

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Colum vs.	nbia Bank and Trust Co.				Number
	NOSIS INC (et al.)			2016	6CV155
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Category:	Real Estate Sale - Sale Notice	en en en en en en en en en en en en en e		Zone:	139
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Serve To:		Final Servi	e, propopopopo Moropopo, sperajen kado ne no vo		
Name:	Mary F. Ward	Served:	Personally Adu	_	
Primary Address:	301 E Second Street, Town Hall Bloomsburg, PA 17816	Adult in Charge:	Macy	Waed E	
Phone:	570-784-1581 <b>DOB:</b>	Relation:	DE	F	
Alternate Address:	The second secon	Date:	8-30-16	Time:	11:48
Phone:	The second secon	Deputy:	4	Mileage:	Tem samme or many same reason may
kttorney /	Orlginator:		•		
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	SOCIETAMENTO CONTRACTOR OF THE	
ervice Att	lempts:				
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WARD, MARY

2016CV155

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

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

**BLOOMSBURG RECYCLIN** 

901 PATTERSON DRIVE, BLOOMSBURG, PA 17815

	nbia Bank and Trust Co.			Case	Number
vs. WORLD E	NOSIS INC (et al.)				6CV155
	SERVICE C	OVER SH	EET		
Service De					
Category:	Real Estate Sale - Sale Notice	. Terreras eri de rede i de rede i		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 R	RIGHTS		
Serve To:		Final Servi			
Name:	BLOOMSBURG RECYCLING CENTER	Served:	Personally · Ad		Posted · Other
Primary Address:	901 PATTERSON DRIVE BLOOMSBURG, PA 17815	Adult in Charge:	Charles Ma	Fritz	
Phone:	DOB:	Relation:	Ma	noger	
Alternate Address:		Date:	8-30-14	Time:	12:60
Phone:		Deputy:	4	Mileage:	Automobile to the second secon
Attorney /	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
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Date:				[	MARKET REPRESENTATION OF THE SECOND S
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# 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

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 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 GIANNAKOUROS, NIKITAS GIANNAKOUROS 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 failts 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 agiainst 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 conneciton 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.

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, : 2016 - ED - 139

VS. : NO. 2016 – CV – 155

NIKITAS GIANNAKOUROS, : CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### 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	<u>\$</u> _	2,500.00
TOTAL	\$	151,217,51

Plus costs.

PROTHONOTARY, Court of Common Pleas Of Columbia County, Pennsylvania

DATED: 08-26-,2016

E Balaran Selection

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 n 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

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

VS.	NOSIS INC (et al.)				Number 6CV155
	SERVICE (	OVER SH	EET		
Service De	tails:				
Category:	Real Estate Sale - Sale Notice		a tanan da da da da da da da da da da da da da	Zone:	139
Manner:	< Not Specified >	Expires:		Warrant:	
Notes:	SALE DATE & TIME: 11/09/2016 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AN		UGHTS		
Serve To:		Final Servi	ce:		
Name:	NIKITAS GIANNAKOUROS	Served:	Personally · A	duit in Charge	Posted · Other
Primary Address:	176 SUSQUEHANNA BLVD WEST HAZELTON, PA 18202	Adult In Charge:			
Phone:	DOB:	Relation:			Control of the contro
Alternate Address:	The state of the s	Date:	To an area of the control of the con	Time:	
Phone:	E :	Deputy:		Mileage:	Supplies the second sec
Attorney / (	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-677	O	
Service Att	empts:				
Date:					
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Deputy:					WYSONIOONIOOONIOONIOONIOONIOONIOONIOONIOON
Notes / Spe	clal Instructions:		The second second second second second second second second second second second second second second second se		
Now, August	: 30, 2016 I, Sheriff of Columbia County, Penns ice of the documents herewith and make return	/Ivania do hereb thereof accordir	y deputize the S	Sheriff of Luzerr	e County to

Return To:

COLUMBIA COUNTY SHERIFF'S OFFICE P.O. BOX 380 BLOOMSBURG, PA 17815 Timety T. Chambelin TIMOTHY T. CHAMBERLAIN, SHERIFF GIANNAKOUROS, NIKITAS

016CV15

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 GIANNAKOUROS,

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

#### 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 forcelosure	\$	206.20
UCC Fee	\$	84.00
Attorney's fees	<u>\$</u>	2,500.00
TOTAL	\$ 1	151,217.51

Plus costs.

See attached description.

P. VEFFREY 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 n 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 GIANNAKOUROS, : CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

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

TO: Nikitas Giannakouros, Defendant 176 Susquehanna Boulcvard 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

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 fect to another drill hole in the sidewalk; Thence along line of land now or formerly of

HARDING, HILL & TUROWSKI, LLP

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Attorney ID #30004

**Attorney for Plaintiff** 

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FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2016 - CV - 155

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: CIVIL ACTION-MORTGAGE FORECLOSURE

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**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.

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**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

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

## REAL ESTATE OUTLINE

ED# 2014 ED 1 39

DATE RECEIVED  DOCKET AND INDEX  30	16 CV 155
CHECK FOR PROPER WRIT OF EXECUTION COPY OF DESCRIPTION WHEREABOUTS OF LKA NON-MILITARY AFFIDAVIT	INFO.  X  X  X  X  X
NOTICES OF SHERIFF SALE WAIVER OF WATCHMAN AFFIDAVIT OF LIENS LIST CHECK FOR \$1,350.00 OR **IF ANY OF ABOVE IS MISSIN	X X X CK# 94695 G DO NOT PROCEED**
SALE DATE POSTING DATE ADV. DATES FOR NEWSPAPER	NOV. 9 <sup>th</sup> TIME 9.00  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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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 GIANNAKOUROS,

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### **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  $25^{-7}$  day

of Appear ,2016.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Teresa L. Sees, Notary Public

Town of Bloomsburg, Columbia County
My Commission Expires Nov. 4, 2018

HEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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.:

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NIKITAS GIANNAKOUROS,

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DEFENDANT.

#### 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" day of

, 2016.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Teresa L. Sees, Notary Public Town of Bloomsburg, Columbia County

My Commission Expires Nov. 4, 2018 VENSER PENNSYLVANIA ASSOCIATION OF NOTARIES

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.

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### **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, ESOLURE

Attorney for Flaintiff 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004

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 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: NIKITAS GIANNAKOUROS 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

PEWISYLYANIA- AGRICULTURAL/COMMERCIAL REALESTATE SECURITY INSTRUMENT (NOT FOR FINMA, FILMC, FHA OR YA USE, AND NOT FOR CONSUMER PURPOSES) (10898-1-01-15) Except © 1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-PA 4/4/2005 \_\_\_\_

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

estate described above (all referred to as "Property").

The property is located in co		at 618 EAST STREET
	(County)	
	, BLOOMSBURG	, Pennsylvania <u>17815</u>
(Address)	(City)	(Zip Code)
and gas rights, crops, timb made to crop producers, all	er, all diversion pays water and riparian ri sting and future imp	es, royalties, mineral rights, oil ments or third party payments ghts, wells, ditches, reservoirs, rovements, structures, fixtures,

and replacements that may now, or at any time in the future, be part of the real

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 300,000,000.00

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 GIANNAKOUROS

•	•	
© 1994, 2001 Benkers Systems Inc. St. Churt MN Form ACCOURCE DA 44/2005		(page 2 of 15

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.

- 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

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.

Mortgager 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. Mortgager 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, Mortgager 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.

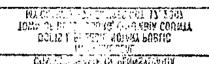
Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change 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 appraisement 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.



<ul> <li>Instrument:         <ul> <li>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.</li> <li>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.</li> <li>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.</li> </ul> </li> </ul> <li>Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment or leases and rents is properly executed and recorded, then the separate</li>		VUTTO ANTAL SE OF CONTRACTOR
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 or leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section:	٠.	30.OTHER TERMS. If checked, the following are applicable to this Security Instrument:
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 recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section:	•	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.
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:	•	Agricultural Property. Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and tha Mortgagor is an individual or entity allowed to own agricultural land as
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:		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.
☐ Additional Terms.		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:
(Engrishment) Night as Dannakourps	(Date) (Signature) (Date)
(Witness)	(Witness)
(Signature)	(Date) (Signature) (Date)
(Witness)	(Witness)
(Individual) On this, the 7TH  DORIS J. BREECH  NIKITAS GIANNAKOUROS  known to me (or satisfactis subscribed to the wire executed the same for the In witness whereof, I here	day of <u>DECEMBER</u> , 2005 , before me , the undersigned officer, personally appeared ctorily proven) to be the person(s) whose name(s) thin instrument, and acknowledged that he/she is purposes therein contained.
My commission expires:	DORIS J. BREECH  MOTARY PUBLIC  Title of Officer  COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  DORIS J. BREECH, NOTARY PUBLIC TOWN OF BLOOMSBURG, COLUMBIA COUNTY MY COMMISSION EXPIRES QCT. 17, 2007

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 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.

(Business	COMMONWEALTH OF, COUNTY OF} ss. On this, the day of, before me
or Entity Acknowl-	, the undersigned officer, personally appeared
edgment)	who acknowledged himself/herself to be the,
	and that he/she as such
	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,
	17815
	Al Off
	JOHN D. YODER, VICE PRESIDENT
	,
•	

© 1994, 2001 Bankers Systems, Inc., St. Claud, MN Form AGCO-RESI-PA 4/4/2005

(page 15 of 15)

# REGISTER AND RECORDER COLUMBIA COUNTY, PA

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INVOICE # 89481 0102-RECEIPT	вјм
CHARGES	
#001 MORTGAGE	\$89.50
Instrument Number - 200513425  RH Ided on - Dec 09, 2005 3:23:26 PM  HL BLOOMSBURG TOWN OF  MULIGAGOR - GIANNAKOUROS, NIKITAS  Mortgagee - FIRST COLUMBIA BANK & TRUST CO  Fees Summary:  TATE WRIT IAX	\$0.50
DS/ACCESS IN JUSTICE FFORDABLE HOWSING CORDING FEEL RECORDER CORDER HARRIVEMENT FUND UNITY IMPROVEMENT FUND	\$10.0 \$37.0 \$37.0 \$37.0 \$3.0 \$2.00
L CHARGES	\$89,5
PAYMENTS	
(. 04 <b>12</b> 80	\$89.50
TOTAL PAYMENTS	*\$89.50
AMOUN DUE PAYMENT ON INVOICE BALANCE DUE	\$89.50 (\$89.50) \$0.00
Customer: FIRST COLUMBIA BANK, BOX	

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

A SUSDUEHANNA BLVD.	HHS1 COLUMBIA BANK 8	R TRUST CO	-12201.02 MAX
WEST HAZLETON, PA 18201	- 11 W/ NN STREET Bloom Jrg, pa 17818	· · · · · · · · · · · · · · · · · · ·	Loan Number - 1238603793
	DEODMINISTER, PA 17915		Date <u>12-07-2005</u> Maturity Date <u>12-07-2020</u>
	<u> </u>		Loan Amount \$ 300,000.00
SUBDOMEDIA MANG AND ADDRESS	i		Renewal Of
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and several	LENDER'S I "You" means the lend	NAME AND ADDRESS der, its successors and assigns,	
or value received, i promise to pay to you, or you	ur order, at your address I	listed above the PRINCIPAL sum	OF THREE HUNDRED THOUSAND AND NO/100
		Dollars \$300.	
Conditions: The conditions for future advan	ces are		
Open End Credit: You and I agree that	I may borrow up to the n	naximum amount of principal mo	ore than one time. This feature is subject to
an other conditions and expires on			
Closed End Credit: You and I agree that	I may borrow up to the m	haximum only one time (and sub,	ject to all other conditions),
VTEREST: I agree to pay interest on the outstand per year until 12:07-2008	ing principal balance from	12-07-2005	at the rate of7.360%
Variable Rate: This rate may then change as s	tated below		
Index Rate: The future rate will be 3.000	PERCENT AROVE	the following index rate: THE WE	EKLY AVERAGE VIELD ON LINITED STATES
TREASURY SECURITIES ADJUSTED TO A CONSTANT	MATURITY OF THREE YEARS,		THE ST DATE OF A PLANTAGE
☐ No Index: The future rate will not be sub			
Frequency and Timing: The rate on this	note may change as often	1 as EVERY 3RD YEAR REGIMNING 12.	07.200p
w might be the intelest late will take	effect UN THE SAME DAY		
or anomalions, builting the term of this loan,	. Ine applicable annual int	Brest rate will not be more then	
Effect of Variable Rate: A change in the inte	ite may not change more rest rate will have the foll	than	% each % or less than
LLI The amount of each scheduled payment	will change.	The amount of the final pay	/mant will chance
CORMAN METHOD			
CONORL METHOD: Interest will be calculated on	a ACT	UAL/360 basis	3.
OST MATURITY RATE: I agree to pay interest on 33 on the same fixed or variable rate basis in	the unpaid balance of this	note owing after maturity, and	until paid in full, as stated below:
at a rate equal to	n effect before maturity (a	as indicated above).	
LATE CHARGE: If a payment is made more than	n 15 days at	iter it is due it some to pay a los	C Charge at 5 000K OF THE LATE AND HIT
1111 B MIN OF \$23.00 AND A MAX UP \$999.99			
RETURNED CHECK CHARGE: Lagres to pay a	fee of \$	for each check pagetial	order of withdrawal or draft Lissus in
connection with this loan that is returned bed	suse it has been dishonor	red.	
ADDITIONAL CHARGES: In addition to interest	, I agree to pay the follow	Wing charges which ☐ are 🗵	are not included in the principal amount
above: <u>RECORDING FEES 166.00; APPRAISALS 850.</u> AYMENTS: I agree to pay this note as follows:	UU; PROPERTY & FLOOD SEAR	CHES 78.50; DRIGINATION FEE 1,500.	00 & ATTY, DEED PREP FEE 250,00
	200 YUU 10 4 WADIEDI - 04-		
O MONTHLY PAYMENTS OF \$2,775.31 BEGINNING 01-07-20 Ery 36th Payment Thereafter.	JUG. THIS IS A VANIABLE HAT	E LUAN AND THE PAYMENT AMOUNTS	MAY CHANGE AFTER THE 36TH PAYMENT AND
The state of the s			
WARRANT OF AUTHORITY TO CONFESS III	DOMENT Upon defects		
WARRANT OF AUTHORITY TO CONFESS JU- elow Borrower irrevocably authorizes the prothon ind to confess judgment against me at any time v nat judgment may be confessed against me for a title respensible attorneys' fees up to 15 percent o uthorizy to confess judgment and may be done a title respensible owed. I knowingly, intentionally, a noted to supply and state laws and fully understand ti	notary, clerk, or any attor	in addition to all other remedies	s and rights available to you, by signing leaders having jurisdiction over this matter.
hat judgment may be confessed against me for a	vitnout stay of execution. ny unpaid principal, aceru	I waive notice, service of proc- led interest and accrued charge	ess and process. I agree and understand s due on this note, plus collection costs
ithority to confess judgment and may be done a	of the judgment. The exerts often as you elect. I fur	cise of the power to confess it ther understand that my proper	dgment will not exhaust this warrant of
nder paray and state laws and fully understand the	and voluntarily waive any ne consequences of this w	and all constitutional rights i he raiver.	ive to pre-deprivation notice and hearing
<i>                                      </i>	····		
DITIONAL TERMS:	*****		
EPAYMENT PENALTY. THERE SHALL BE A PREPAYMENT PE	NALTY OF THREE PERCENT (39	6) OF THE OUTSTANDING PRINCIPAL B	ALANCE IN THE FIRST YEAR, TWO PERCENT
P) IN TEAR I WU, UNE (1%) IN TEAR THHEE. THE PREPAYMS	ENT PENALTY SHALL THEN REC	OUR EACH SUBSEQUENT THREE YEAR!	FIXED RATE PERIOD THROUGH THE TERM OF
ELDAN. RPOSE: The purpose of this loan is <u>REFINANCE BUS</u>			
The purpose of this logit is the manuer bod	MESO DEBT & IMPROVE COM		HE TERMS OF THIS NOTE (INCLUDING
SECURITY: This note is separately secured	by (describe separate	THOSE ON PAGE 2). have rec	elived a copy on today's date,
coment by type and datel;		[ .[11]	
DRTGAGE DATED DECEMBER 7, 2005 IN THE NAME OF NIK	ITAS GIANNAKOUROS	\flack  \flack	
uis section is for your internal use. Failure to list a separate securit security will not secure this project.	V document does not many the		<u> </u>
sement will not secure this note.)	A gorduleur goss you wealt the	NIKITAS GIANNAKOUROS	
ignature for Lender			
1111/6/		<del></del>	
[ [ [ [ [ A ] ] ] ]			
TENLO VODED MOS PROMOTE DE			
OHN O. YODER, VICE PRESIDENT			
• • • • • • • • • • • • • • • • • • • •			

instructions. As used on page 1, "IM" means the ms that apply to the inan. "I," "me" or "my" means each Borrower who s' this note and each other person or legal entity (including guarant ndorsers, and sureties) who agrees to pay this note (together referre as "us"). "You" or "your" means the Lender and its successors and assigns. APPLICABLE LAW: The law of the state of Pennsylvania will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this egreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you 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). By oxercising any of your rights under this note, you do so for your sole benefit.

so for your sole benefit, COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and these unpaid principal. It you and is agree to a different application. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balence of this loen without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse of reduce any later scheduled payment until this note is paid in full funless, when I make the prepayment, you and I agree in writing to the contrary.

contrary). Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that Is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is acceed to have feether applicable law for the extension of credit that is agreed to here (either before or after meturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this

and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be advantaged.

will be calculated using the Interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

(a) the date of the last scheduled payment indicated on page 1 of this

note;
(b) the date you accelerate payment on the note; or
(c) after the entry of judgment on this note by confession or otherwise
and applies to amounts owed under this note on any such
judgment until paid in full.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I
expect that you will make only one advance of principal. However, you
may add other amounts to the principal if you make any payments
described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I
expect that you will make more than one advance of principal. If this is
closed end credit, repaying a part of the principal will not entitle me to
additional credit.

additional credit.

ADVANCE PROCEDURE AND MEANS: You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 CER & 228)

consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. 3 2/36).

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

[1] any deposit account balance I have with you;

[2] any money owed to me on an item presented to you or in your possession for collection or exchange; and

[3] any repurchase agreement or other nondeposit obligation.
"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive mo has not agreed to pay this object, your right of the pay this object, your right of the pay this object. Your right of the pay this object, your right of the pay to my could withdraw on my sole request or endorsement. Your right of the pay the If my right to receive mo from you is also owned by someone who

exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: [1] I fall to make a payment on time or in the amount due; [2] I fall to even the property insured, if required; [3] I fall to pay, or keep any promise, on any debt or agreement I have with you; [4] any other creditor of mine attempts to collect any debt I owe him through court proceedings; [5] I die, am declared incompetent, make an assignment for the banefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); [6] I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; [7] I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; [8] any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; [9] I change my name or assume an additional name without first notifying you before making such a change; [10] I fail to pfant, cuttivate and harvest crops in due season; [11] any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of weitlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M. REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

a following remedies:

(1) You may demand immediate payment of all I owe you under this note fprincipal, accrued unpaid interest and other accrued charges),

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein,

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy. other remedy

(4) You may refuse to make advances to me or allow purchases on credit by ma.

(5) You may use any remedy you have under state or federal law.

(5) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (axcept where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this dobt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (profest); or (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may see me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the dost represented by this note, or any portion of the note or debt, from time to time without illmit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

of the hote. I will not assign any obligation closes the approval.

FINANCIAL INFORMATION: [ agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information | provide to you are or will

accurate, correct and complete.

be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
	5			£	%	\$	
	9			\$	%	\$	
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	\$	\$		s	%	2	



# 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,

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### **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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Teresa L. Sees, Notary Public Town of Bloomsburg, Columbia County My Commission Expires Nov. 4, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIÒ

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.

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### 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 The day of

AUGUST ,2016

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Teresa L. Sees, Notary Public Town of Bioomsburg, Columbia County My Commission Expires Nov. 4, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC

My Commission Expires:

HARDING, HILL & TUROWSKI, LLP R. 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.

: CIVIL ACTION-MORTGAGE FORECLOSURE

DEFENDANT.

### 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

. JEFFREY HILL, <u>ESOLUR</u>E

Attorney for Plaintiff 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004

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ADMINISTRATION

900 MARKET STREET

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71901140006000087664

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428 FORBES BUILDING SUITE 800 Tracking #: 71901140006000087688

Doc Ref#: 2016ED138

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PITTSBURGH PA 15219



232 EAST STREET BLOOMSBURG, PA 17815





PAY

TO THE ORDER OF \*\*\*\*\*\*\* ONE THOUSAND THREE HUNDRED FIFTY AND 00/100

DATE 08/23/2016

AMOUNT \$1,350.00

Columbia County Sheriff

МЕМО

Larly Hetternan

AUTHORIZED SIGNATURE

#O94695# #031305936# 018#529#9#