

4. If the sale is not stopped, your property will be sold to the highest bidder.
5. You may be able to petition the court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
6. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale.
7. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of .459 acres and .229 acres, Scott Township, Columbia County, Pennsylvania 18603, Parcel No. 31-04-00402, Parcel Nos. 1 and 2 as if the sale never happened.
8. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At this time, the buyer may bring legal proceedings to evict you.
9. You may be entitled to a share of the money, which was paid for your real estate. A proposed Schedule of Distribution of the money bid for your house will be prepared by the Sheriff within thirty (30) days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the Schedule of Distribution is filed.
10. You may have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108

IMPORTANT NOTICE: This property is sold at the direction of the Plaintiff. It may not be sold in the absence of a representative of the Plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a Representative of the Plaintiffs is not present at the sale.

DONALD G. KARPOWICH ATTORNEY-AT-LAW P.C.
 Donald G. Karpowich, Esquire
 ID # 78176
 Sean W. Logsdon, Esquire
 ID # 93096
 Kevin M. Walsh, Jr., Esquire
 ID # 204334
 86 Drasher Road
 Drums, Pa 18222
 (570) 788-6647

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF
 COLUMBIA COUNTY, PENNSYLVANIA**

ROD V. BERLIN and FRED C.	:	
BERLIN, A PARTNERSHIP	:	
KNOWN AS BERLIN & BERLIN,	:	CIVIL ACTION-LAW
Plaintiff,	:	
v.	:	IN MORTGAGE FORECLOSURE
	:	
DOUGLAS P. EVANS and	:	No. 190 of 2015
PATRICIA A. EVANS,	:	
Defendants.	:	2016-ED-56

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF COLUMBIA } SS:

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, Plaintiff in the above action, by and through its attorneys, Donald G. Karpowich, Attorney-at-Law, P.C. and Kevin M. Walsh, Jr., Esquire, set forth, as of the date of Praecipe for the Writ of Execution was filed, the following information concerning the real property located at .459 acres and .229 acres, Scott Township, Columbia County, Pennsylvania, 18603.

[A description of the property is attached hereto as Exhibit "A"]

1. Name and address of Owner(s) or reputed Owner(s):

Douglas P. Evans	Patricia A. Evans
17 Pony Trail Drive	17 Pony Trail Drive
Bloomsburg, PA 17815	Bloomsburg, PA 17815

2. Name and address of the Defendants in the judgment:

Douglas P. Evans	Patricia A. Evans
17 Pony Trail Drive	17 Pony Trail Drive
Bloomsburg, PA 17815	Bloomsburg, PA 17815

3. Name and address of Plaintiff in the judgment:

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin
63 Maplewood Road
Berwick, PA 18603

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

Nam Futures, LLC
1167 Ridge Road
Bloomsburg, PA 17815

Judith Ann Ernet
2169 Old Berwick Road
Bloomsburg, PA 17815

5. Name and address of the last record holder of every mortgage of record:

Columbia County Farmers National Bank
232 East Street
Bloomsburg, PA 17815

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin
63 Maplewood Road
Berwick, PA 18603

Angelo Spezialetti
1019 East Front Street
Berwick, PA 18603

6. Name and address of every other person who has any record interest in or record lien on the property whose interest may be affected by the sale:

SSK Development Co.
2820 Shaffer Road
Bloomsburg, PA 17815

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

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

VERIFICATION

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

Date: April 8, 2016



Kevin M. Walsh, Jr., Esq.
Attorney for Plaintiff

BY ORDER OF THE SHERIFF

Columbia County Courthouse, Bloomsburg, PA

Sir.-There will be placed in your hands for service a Writ of Execution, styled as follows:

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin
Plaintiff

v.

Douglas P. Evans and Patricia A. Evans
Defendant

The defendants will be found at: 17 Pony Trail Drive, Bloomsburg, PA 17815

If Writ of Execution, state below where defendant will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach three copies of description (not place of record) together with Street and Number of the premises.

Real estate: Please see attached copies of legal description.

WAIVER OF WATCHMAN- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying 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 any such property before sheriff's sale thereof.



Kevin M. Walsh, Jr. Esquire
85 Drasher Road
Drums, PA 18222
(570)788-6647
Attorney for Plaintiff

**ROD V. BERLIN and FRED C.
BERLIN, A PARTNERSHIP
KNOWN AS BERLIN & BERLIN,
Plaintiff,**

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IN MORTGAGE FORECLOSURE

**DOUGLAS P. EVANS and
PATRICIA A. EVANS,
Defendants.**

2016-ED-576

BEGINNING at a point on the Northern side of a 16 foot wide alley and at the Southeast corner of other lands now or formerly of Dewey Evans and Louise M. Evans; thence by other lands of the Grantees the following two courses and distances: North 19 degrees 11 minutes West, 100 feet to a point; thence South 70 degrees 09 minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; thence by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other lands now or formerly of Earl R. Hartzel; thence by the same the following two courses and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; thence South 19 degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the aforementioned 16 foot alley; thence by the same South 72 degrees 59 minutes West, 50 feet to the place of beginning. CONTAINING 0.459 acres. This description was prepared from a draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

PARCEL NO. 2

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; thence by the same, north 19 degrees 10 minutes west, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; thence by the same the following courses and distances: north 71 degrees east, 100 feet to an iron pin corner; thence south 19 degrees 10 minutes east, 100 feet to an iron pin on the northern side of said 16 foot alley; thence by the same, south 71 degrees west, 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of beginning. CONTAINING .229 acres of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING the same premises which Louise M. Evans, by Deed dated December 12, 2003, and recorded in the Office of the Recorder of Deeds for Columbia County as Instrument No. 200315970, granted and conveyed unto Douglas P. Evans and Patricia A. Evans.

BEING Tax Pin No. 31 04 00402

AND BEING PART OF the same premises which Douglas P. Evans and Patricia A. Evans conveyed to each other for the purpose of incorporation with Tax PIN No. 31 04 00404 in a deed dated and recorded February 17, 2016 in Instrument No. 201601218, the incorporated parcel containing 2.763 acres of land and being more fully shown as the incorporation of properties of Douglas P. Evans and Patricia A. Evans on plan entitled: "Preliminary/Final Incorporation/Land Development Plan Prepared for Douglas P. Evans and Patricia A. Evans", prepared by Ted L. Oman and Associates, Inc., dated last revised 04/24/2012. Said Incorporation/Land Development Plan was granted "Final Plan Approval" by the Scott Township Board of Supervisors on 04/24/2012 and was subsequently recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument Number 201204085.

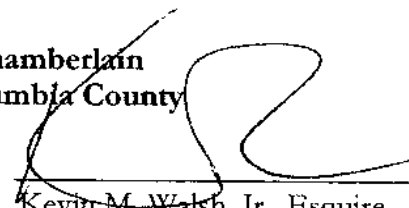
BEING IMPROVED with a building and known as 2701 Snyder Avenue, Scott Township, Columbia County, Bloomsburg, Pennsylvania.

SEIZED AND TAKEN into execution at the suit of Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, at the suit of Douglas P. Evans and Patricia A. Evans, and will be sold by

Timothy T. Chamberlain
Acting Sheriff of Columbia County

Dated: April 8, 2016

By:


Kevin M. Walsh, Jr., Esquire
ID No. 206334
85 Drasher Road
Drums, PA 18222
(570) 788-6647
Attorney for the Plaintiff

**IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA**

**ROD V. BERLIN and FRED C.
BERLIN, A PARTNERSHIP
KNOWN AS BERLIN & BERLIN,**
Plaintiff,

v.

**DOUGLAS P. EVANS and
PATRICIA A. EVANS,**
Defendants.

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CIVIL ACTION-LAW

: IN MORTGAGE FORECLOSURE

No. 190 of 2015

2016-ED-576

SHERIFF'S SALE DESCRIPTION OF PROPERTY

By virtue of a Judgment No. 190 of 2015 issued out of the Court of Common Pleas of Columbia County, there will be exposed to public sale, by venue or outcry to the highest and best bidders, for cash, in the Courthouse in the city of Bloomsburg, Columbia County, Pennsylvania on 2016 at :00a.m. at the Columbia County Courthouse located in Bloomsburg, Pennsylvania, all rights, title and interest of the Defendants in and to:

DESCRIPTION:

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

PARCEL NO. 1

BEGINNING at a point on the Northern side of a 16 foot wide alley and at the Southeast corner of other lands now or formerly of Dewey Evans and Louise M. Evans; thence by other lands of the Grantees the following two courses and distances: North 19 degrees 11 minutes West, 100 feet to a point; thence South 70 degrees 09 minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; thence by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other lands now or formerly of Earl R. Hartzel; thence by the same the following two courses and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; thence South 19 degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the aforementioned 16 foot alley; thence by the same South 72 degrees 59 minutes West, 50 feet to the place of beginning. CONTAINING 0.459 acres. This description was prepared from a draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

PARCEL NO. 2

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; thence by the same, north 19 degrees 10 minutes west, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; thence by the same the following courses and distances: north 71 degrees east, 100 feet to an iron pin corner; thence south 19 degrees 10 minutes east, 100 feet to an iron pin on the northern side of said 16 foot alley; thence by the same, south 71 degrees west, 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of beginning. CONTAINING .229 acres of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING the same premises which Louise M. Evans, by Deed dated December 12, 2003, and recorded in the Office of the Recorder of Deeds for Columbia County as Instrument No. 200315970, granted and conveyed unto Douglas P. Evans and Patricia A. Evans.

BEING Tax Pin No. 31 04 00402

AND BEING PART OF the same premises which Douglas P. Evans and Patricia A. Evans conveyed to each other for the purpose of incorporation with Tax PIN No. 31 04 00404 in a deed dated and recorded February 17, 2016 in Instrument No. 201601218, the incorporated parcel containing 2.763 acres of land and being more fully shown as the incorporation of properties of Douglas P. Evans and Patricia A. Evans on plan entitled: "Preliminary/Final Incorporation/Land Development Plan Prepared for Douglas P. Evans and Patricia A. Evans", prepared by Ted L. Oman and Associates, Inc., dated last revised 04/24/2012. Said Incorporation/Land Development Plan was granted "Final Plan Approval" by the Scott Township Board of Supervisors on 04/24/2012 and was subsequently recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument Number 201204085.

BEING IMPROVED with a building and known as 2701 Snyder Avenue, Scott Township, Columbia County, Bloomsburg, Pennsylvania.

SEIZED AND TAKEN into execution at the suit of Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, at the suit of Douglas P. Evans and Patricia A. Evans, and will be sold by

Timothy T. Chamberlain
Acting Sheriff of Columbia County

Dated: April 8, 2016

By: 

Kevin M. Walsh, Jr., Esquire
ID No. 206334
85 Drasher Road
Drums, PA 18222
(570) 788-6647
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

ROD V. BERLIN and FRED C.
BERLIN, A PARTNERSHIP
KNOWN AS BERLIN & BERLIN,
Plaintiff,

v.

DOUGLAS P. EVANS and
PATRICIA A. EVANS,
Defendants.

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CIVIL ACTION-LAW

: IN MORTGAGE FORECLOSURE

No. 190 of 2015

2016-ED-56

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

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest, and costs in the above matter against Douglas P. Evans and Patricia A. Evans, Defendants:

- (1) You are directed to levy upon the property of the defendant and to sell their interest therein:

0.459 Acres, and 0.229 Acres, Scott Township, Columbia County, Pennsylvania
Parcel No. 31-04-00402, Parcel Nos. 1 and 2(see attached legal description);

- (2) If property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify them that he has been added as a garnishee and is enjoined as above stated.

Principal Sum:	\$	57,409.52	(3/16/2016 judgment)
Interest to date of sale:	\$	_____	(from 3/16/16 to ___/___/16)
Costs:	\$	25.00	(Prothonotary fee) plus Sheriff's costs
Total:	\$	_____	plus Sheriff's costs

Dated: April 12, 2016
(Seal)

Barbara N. Silvestri

Prothonotary, Court of Common Pleas of Clerk of Sev. Courts
Columbia County, Pennsylvania
My Com. Exp. 1st Monday in 2020

By:

Stephanie A. Gray

Deputy

ROD V. BERLIN and FRED C. :
 BERLIN, A PARTNERSHIP :
 KNOWN AS BERLIN & BERLIN, :
 Plaintiff, :
 v. :
 DOUGLAS P. EVANS and :
 PATRICIA A. EVANS, :
 Defendants. :

CIVIL ACTION-LAW
 IN MORTGAGE FORECLOSURE
 No. 190 of 2015
 2016-ED-56

BEGINNING at a point on the Northern side of a 16 foot wide alley and at the Southeast corner of other lands now or formerly of Dewey Evans and Louise M. Evans; thence by other lands of the Grantees the following two courses and distances: North 19 degrees 11 minutes West, 100 feet to a point; thence South 70 degrees 09 minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; thence by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other lands now or formerly of Earl R. Hartzel; thence by the same the following two courses and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; thence South 19 degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the aforementioned 16 foot alley; thence by the same South 72 degrees 59 minutes West, 50 feet to the place of beginning. CONTAINING 0.459 acres. This description was prepared from a draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

PARCEL NO. 2

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; thence by the same, north 19 degrees 10 minutes west, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; thence by the same the following courses and distances: north 71 degrees east, 100 feet to an iron pin corner; thence south 19 degrees 10 minutes east, 100 feet to an iron pin on the northern side of said 16 foot alley; thence by the same, south 71 degrees west, 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of beginning. CONTAINING .229 acres of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING the same premises which Louise M. Evans, by Deed dated December 12, 2003, and recorded in the Office of the Recorder of Deeds for Columbia County as Instrument No. 200315970, granted and conveyed unto Douglas P. Evans and Patricia A. Evans.

BEING Tax Pin No. 31 04 00402

AND BEING PART OF the same premises which Douglas P. Evans and Patricia A. Evans conveyed to each other for the purpose of incorporation with Tax PIN No. 31 04 00404 in a deed dated and recorded February 17, 2016 in Instrument No. 201601218, the incorporated parcel containing 2.763 acres of land and being more fully shown as the incorporation of properties of Douglas P. Evans and Patricia A. Evans on plan entitled: "Preliminary/Final Incorporation/Land Development Plan Prepared for Douglas P. Evans and Patricia A. Evans", prepared by Ted L. Oman and Associates, Inc., dated last revised 04/24/2012. Said Incorporation/Land Development Plan was granted "Final Plan Approval" by the Scott Township Board of Supervisors on 04/24/2012 and was subsequently recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument Number 201204085.

BEING IMPROVED with a building and known as 2701 Snyder Avenue, Scott Township, Columbia County, Bloomsburg, Pennsylvania.

SEIZED AND TAKEN into execution at the suit of Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, at the suit of Douglas P. Evans and Patricia A. Evans, and will be sold by

Timothy T. Chamberlain
Acting Sheriff of Columbia County

Dated: April 8, 2016

By: 

Kevin M. Walsh, Jr., Esquire
ID No. 206334
85 Drasher Road
Drums, PA 18222
(570) 788-6647
Attorney for the Plaintiff

SHORT DESCRIPTION

Sheriff's Sale

By virtue of a Writ of Execution, Case No. 2015-00190

Plaintiff, Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin

vs. Defendants, Douglas P. Evans and Patricia A. Evans

Owner of the property situate in Scott Township, Columbia County, Pennsylvania

Being Parcel Number 31-04-00402

Property being known as .229 acres and .459 acres

Improvements thereon: building known as 2701 Snyder Avenue, Scott Township, County of Columbia, Bloomsburg, PA 17815.

Attorney: Donald G. Karpowich, Attorney-at-Law, P.C., Kevin M. Walsh, Jr., Esquire

LONG DESCRIPTION

By virtue of a Writ of Execution issued by Plaintiff out of the Court of Common Pleas of Columbia County:

To Case No. 2015-00190

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

PARCEL NO. 1

BEGINNING at a point on the Northern side of a 16 foot wide alley and at the Southeast corner of other lands now or formerly of Dewey Evans and Louise M. Evans; thence by other lands of the Grantees the following two courses and distances: North 19 degrees 11 minutes West, 100 feet to a point; thence South 70 degrees 09 minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; thence by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other lands now or formerly of Earl R. Hartzel; thence by the same the following two courses and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; thence South 19 degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the aforementioned 16 foot alley; thence by the same South 72 degrees 59 minutes West, 50 feet to the place of beginning. CONTAINING 0.459 acres. This description was prepared from a draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

PARCEL NO. 2

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; thence by the same, north 19 degrees 10 minutes west, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; thence by the same the following courses and distances: north 71 degrees east, 100 feet to an iron pin corner; thence south 19 degrees 10 minutes east, 100 feet to an iron pin on the northern side of said 16 foot alley; thence by the same, south 71 degrees west, 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of beginning. CONTAINING .229 acres of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING the same premises which Louise M. Evans, by Deed dated December 12, 2003, and recorded in the Office of the Recorder of Deeds for Columbia County as Instrument No. 200315970, granted and conveyed unto Douglas P. Evans and Patricia A. Evans.

BEING Tax Pin No. 31 04 00402

AND BEING PART OF the same premises which Douglas. P. Evans and Patricia A. Evans conveyed to each other for the purpose of incorporation with Tax PIN No. 31 04 00404 in a deed dated and recorded February 17, 2016 in Instrument No. 201601218, the incorporated parcel containing 2.763 acres of land and being more fully shown as the incorporation of properties of

Douglas P. Evans and Patricia A. Evans on plan entitled: "Preliminary/Final Incorporation/Land Development Plan Prepared for Douglas P. Evans and Patricia A. Evans", prepared by Ted L. Oman and Associates, Inc., dated last revised 04/24/2012. Said Incorporation/Land Development Plan was granted "Final Plan Approval" by the Scott Township Board of Supervisors on 04/24/2012 and was subsequently recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument Number 201204085.

BEING IMPROVED with a building and known as 2701 Snyder Avenue, Scott Township, Columbia County, Bloomsburg, Pennsylvania.

Title to said premises is vested in Douglas P. Evans and Patricia A. Evans.

Property being known as .229 acres and .459 acres, Scott Township, Columbia County, Pennsylvania

NOTICE IS HEREBY GIVEN to all claimants and Parties in Interest that the Sheriff will within thirty (30) days thereafter 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.

SEIZED AND TAKEN into execution at the suit of ROD V. BERLIN AND FRED C. BERLIN, A PARTNERSHIP KNOWN AS BERLIN & BERLIN at the suit of DOUGLAS P. EVANS & PATRICIA A. EVANS, and will be sold by

Timothy T. Chamberlain
Acting Sheriff of Columbia County

85 DRASHER ROAD- DRUMS, PA 18222
(570) 788-6647 - FAX (570) 788-0654
Stefanie Direct Line (570) 708-3138

Donald G. Karpowich
Attorney-at-Law, PC

Fax

To:	Columbia County Sheriff's Dept., Attn: Sarah	From:	Stefanie Palushock, Paralegal for Kevin M. Walsh, Jr., Esq.
Fax:	1-570-389-5622	Pages:	13 (inc. cover page)
Phone:		Date:	4/18/2016
Re:	Berlin v. Evans Mortgage Foreclosure 2016-ED-56		
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

• Comments: Please see attached. Thank you.

DONALD G. KARPOWICH ATTORNEY-AT-LAW P.C.
 Donald G. Karpowich, Esquire
 ID # 78176
 Sean W. Logsdon, Esquire
 ID # 93096
 Kevin M. Walsh, Jr., Esquire
 ID # 206334
 85 Drasher Road
 Drums, Pa 18222
 (570) 788-6647

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
 COLUMBIA COUNTY, PENNSYLVANIA

ROD V. BERLIN and FRED C.	:	
BERLIN, A PARTNERSHIP	:	
KNOWN AS BERLIN & BERLIN,	:	CIVIL ACTION-LAW
Plaintiff,	:	
v.	:	IN MORTGAGE FORECLOSURE
	:	
DOUGLAS P. EVANS and	:	No. 190 of 2015
PATRICIA A. EVANS,	:	
Defendants.	:	2016-ED-56

AFFIDAVIT OF LAST KNOWN ADDRESSES

Before me, the undersigned authority, a Notary Public, personally appeared Kevin M. Walsh, Jr., Esquire, who being duly sworn according to law, deposes and says that the last known addresses of Defendants Douglas P. Evans and Patricia A. Evans and Plaintiff Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, are as follows:

Defendants

Douglas P. Evans	Patricia A. Evans
17 Pony Trail Drive	17 Pony Trail Drive
Bloomsburg, PA 17815	Bloomsburg, PA 17815

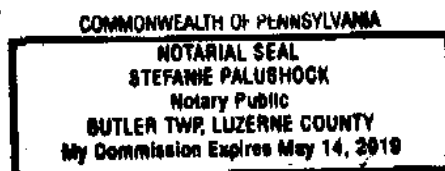
Plaintiff

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin
 63 Maplewood Road
 Berwick, PA 18603


 Kevin M. Walsh, Jr., Esq.
 Attorney for Plaintiff

Sworn to and subscribed
 Before me this 8 day of
April, 2016.


 Notary Public
 My Commission Expires:



IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

ROD V. BERLIN and FRED C.
BERLIN, A PARTNERSHIP
KNOWN AS BERLIN & BERLIN,
Plaintiff,

v.

DOUGLAS P. EVANS and
PATRICIA A. EVANS,
Defendants.

:
:
:
:
:
:
:
:

CIVIL ACTION-LAW

: IN MORTGAGE FORECLOSURE

No. 190 of 2015

2016-ED-56

CERTIFICATION


I, Kevin M. Walsh, Jr., Esquire, Attorney for the Plaintiff, Freeland Borough, hereby state that I am attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☒ non-owner occupied
- ☐ vacant
- ☐ Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: April 8, 2016

By:



Kevin M. Walsh, Jr., Esq.
Attorney for Plaintiff

No. 190 of 2015

BY ORDER OF THE SHERIFF

Columbia County Courthouse, Bloomsburg, PA

Sir.-There will be placed in your hands for
service a Writ of Execution, styled as follows:

Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin
Plaintiff

v.

Douglas P. Evans and Patricia A. Evans
Defendant

The defendants will be found at 17 Pony Trail Drive, Bloomsburg, PA 17815

If Writ of Execution, state below where defendant will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach three copies of description (not place of record) together with Street and Number of the premises.

Real estate: Please see attached copies of legal description.

WAIVER OF WATCHMAN- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying 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 any such property before sheriff's sale thereof.



Kevin M. Walsh, Jr. Esquire
85 Drasher Road
Drums, PA 18222
(570)788-6647
Attorney for Plaintiff

DONALD G. KARPOWICH ATTORNEY-AT-LAW P.C.
 Donald G. Karpowich, Esquire
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 Sean W. Logsdon, Esquire
 ID # 93096
 Kevin M. Walsh, Jr., Esquire
 ID # 206334
 85 Drasher Road
 Drums, Pa 18222
 (570) 788-6647

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
 COLUMBIA COUNTY, PENNSYLVANIA

ROD V. BERLIN and FRED C.
 BERLIN, A PARTNERSHIP
 KNOWN AS BERLIN & BERLIN,
 Plaintiff,

v.

DOUGLAS P. EVANS and
 PATRICIA A. EVANS,
 Defendants.

CIVIL ACTION-LAW

IN MORTGAGE FORECLOSURE

No. 190 of 2015

2016-ED-56

AFFIDAVIT OF NON MILITARY SERVICE

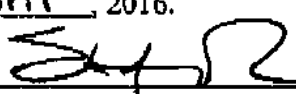
COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF COLUMBIA }

SS:

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Donald G. Karpowich, Esquire, attorney for an authorized Representative of Plaintiff who, being duly sworn according to law, deposes and says that neither the Defendant Douglas P. Evans nor the Defendant Patricia A. Evans, is not in the military service of the United States of America to the best of his knowledge, information, and belief.

Donald G. Karpowich, Esq.
 Attorney for Plaintiff

Sworn to and subscribed
 Before me this 8 day of
April, 2016.


 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
 STEFANIE PALUSHOCK
 Notary Public
 BUTLER TWP, LUZERNE COUNTY
 My Commission Expires May 14, 2019



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

Instrument Number - 200613095
Recorded On 12/14/2006 At 2:20:38 PM
* Instrument Type - MORTGAGE
Invoice Number - 103351
* Mortgagor - EVANS, DOUGLAS P
* Mortgagee - BERLIN, ROD V
User - TSA

* Total Pages - 16

* FEEs

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$36.50
RECORDING FEES -	\$36.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$88.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX P JEFFREY HILL

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



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

After Recording Return To:

Cleveland C. Hummel, Esquire
HUMMEL & LEWIS, LLP
3 East Fifth Street
Bloomsburg, PA 17815

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated, December 14th, 2006, together with all Riders to this document.
- (B) "Borrower" is **DOUGLAS P. EVANS AND PATRICIA A. EVANS**
Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is **ROD V. BERLIN AND FRED C. BERLIN, A PARTNERSHIP KNOWN AS BERLIN & BERLIN**
Lender's address is 63 Maplewood Road, Berwick, Pennsylvania, 18603. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated December 14th, 2006. The Note states that Borrower owes Lender **ONE HUNDRED FIFTY-NINE THOUSAND DOLLARS (\$159,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 14th, 2016.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

- (I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) **"Escrow Items"** means those items that are described in Section 3.
- (L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in South Centre Township, Columbia County, Pennsylvania,

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Scott, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1:

BEGINNING at a point of the meeting of lands now or formerly of Orin Jones and Dewey Evans, **THENCE** North 17 degrees 05 minutes West 749 feet to a point; **THENCE** South 69 degrees 07 minutes East 467.7 feet to a point; **THENCE** South 16 degrees 39 minutes East 666.6 feet to a point; **THENCE** South 72 degrees 59 minutes West 211.2 feet to a point; **THENCE** North 19 degrees 11 minutes West 200 feet to a point; **THENCE** South 70 degrees 09 minutes West 150 feet to the point of **BEGINNING**. **CONTAINING 6.149 ACRES.**

BEING THE SAME PREMISES which Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin, by Deed to be simultaneously recorded herewith, granted and conveyed unto Douglas P. Evans and Patricia A. Evans, husband and wife, Mortgagors herein.

ALSO BEING PARCEL NO. 3 of Deed dated May 8, 1989 from Charles R. Hartzell, single, John E. Hartzel and Nancy J. Hartzel, husband and wife, to Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin and Berlin, recorded in Columbia County Record Book 428, Page 547.

TRACT NO. 2:

BEGINNING at a point on the Northern side of a 16 foot wide alley and at the Southeast corner of other lands now or formerly of Dewey Evans and Louise M. Evans; **THENCE** by other lands of the Grantees the following two courses and distances: North 19 degrees 11 minutes West, 100 feet to a point; **THENCE** South 70 degrees 09 minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; **THENCE** by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other lands now or formerly of Earl R. Hartzel; **THENCE** by the same the following two courses and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; **THENCE** South 19 degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the aforementioned 16 foot alley; **THENCE** by the same South 72 degrees 59 minutes West, 50 feet to the place of **BEGINNING**. **CONTAINING 0.459 ACRES.** This description was prepared from draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

TRACT NO. 3:

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; **THENCE** by the same, North 19 degrees 10 minutes West, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; **THENCE** by the same the following courses and distances: North 71 degrees East, 100 feet to an iron pin corner; **THENCE** South 19 degrees 10 minutes East, 100 feet to an iron pin on the northern side of said 16 foot alley; **THENCE** by the same, South 71 degrees West 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of **BEGINNING**. **CONTAINING 0.229 ACRES** of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING THE SAME PREMISES which Louse M. Evans, by Deed dated December 12, 2003, and recorded December 12, 2006 in Columbia County to Instrument No. 200315970, granted and conveyed unto Douglas P. Evans and Patricia A. Evans, Mortgagors herein.

which currently has the address of 6.149 Acres, 0.459 Acres and 0.229 Acres, Scott Township, Columbia County, Pennsylvania, 18603.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA.

Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount

of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in

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

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

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

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

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

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

Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

acceleration under Section 18.

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory

authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

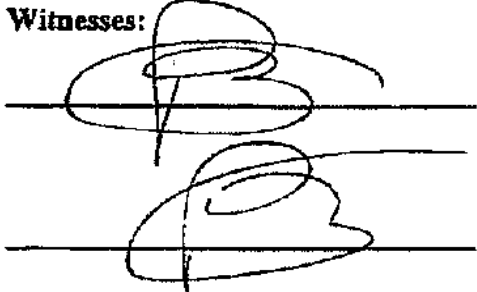
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Witnesses:



 (SEAL)
DOUGLAS P. EVANS - Borrower

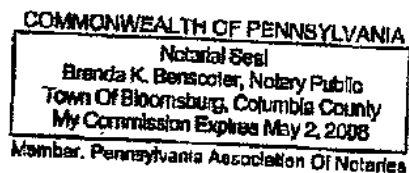
 (SEAL)
PATRICIA A. EVANS - Borrower

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF COLUMBIA : SS
:

ON THIS, the 14th day of December, 2006, before me, the undersigned officer, personally appeared DOUGLAS P. EVANS AND PATRICIA A. EVANS, husband and wife, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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


Notary Public
My Commission Expires:



CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the Mortgagee herein is as follows:

63 Maplewood Road, Berwick, PA 18603


ATTORNEY OR AGENT FOR MORTGAGEES

New deed no. 1
*Incorporation



019136

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

Instrument Number - 201601218
Recorded On 2/17/2016 At 3:54:39 PM
* Instrument Type - DEED
Invoice Number - 202409
* Grantor - EVANS, DOUGLAS P
* Grantee - EVANS, DOUGLAS P
User - VAM

* Total Pages - 5

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
AFFORDABLE HOUSING	\$13.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$67.00

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX KREISHER & GREGOROWICZ

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



Brenda S. Lupini
Brenda S. Lupini
Recorder of Deeds

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

THIS DEED

MADE the 17th day of February, in the year Two thousand and sixteen (2016),

BETWEEN: DOUGLAS P. EVANS and PATRICIA A. EVANS, husband and wife,
of 2705 Snyder Avenue, Bloomsburg, Pennsylvania, 17815-----**GRANTORS**

AND

DOUGLAS P. EVANS and PATRICIA A. EVANS, husband and wife, of 2705
Snyder Avenue, Bloomsburg, Pennsylvania, 17815-----**GRANTEES**

**TAX EXEMPT TRANSFER BETWEEN HUSBAND AND WIFE TO HUSBAND
AND WIFE.**

WITNESSETH, that the said Grantors, for and in consideration of ONE AND 00/100 (\$1.00) DOLLAR, lawful money of the United States of America, well and truly paid by the said Grantees to the said Grantors, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Grantees, their heirs and assigns, as tenants by the entireties.

ALL that certain piece, parcel or tract of land situated in Scott Township, Columbia County, Pennsylvania, being bounded and described as follows;

BEGINNING at a mag nail set at the southeasterly corner of land of Judith Ann Ernst, said mag nail set being further located on the westerly right of way line of Snyder Avenue; Thence running along the westerly right of way line of Snyder Avenue, South 38 degrees 36 minutes 18 seconds West, 211.20 feet to a point; Thence continuing along the westerly right of way line of Snyder Avenue, South 37 degrees 12 minutes 01 seconds West, 150.49 feet to an iron pipe found, said iron pipe found being the northeasterly

corner of land of Morey General Contracting, Inc.; Thence running along lands of Morey General Contracting, Inc., North 54 degrees 29 minutes 16 seconds West, 199.71 feet to an axle found; Thence continuing along land of Morey General Contracting, Inc. and running along land of Jason P. Barreca, North 51 degrees 56 minutes 40 seconds West, 131.38 feet to a rebar set, said rebar set being the southeasterly corner of land of SSK Development Company; Thence running along land of SSK Development Company, North 38 degrees 51 minutes 55 seconds East, 370.78 feet to a rebar set; Thence running along other lands of SSK Development Company and land of Judith Ann Ernst, South 51 degrees 54 minutes 24 seconds East, 325.43 feet to the place of beginning.

CONTAINING 2.763 acres of land and being more fully shown as the incorporation of properties of Douglas P. Evans and Patricia A. Evans on plan entitled: "Preliminary/Final Incorporation/Land Development Plan Prepared for Douglas P. Evans and Patricia A. Evans", prepared by Ted L. Oman and Associates, Inc., dated last revised 04/24/2012. Said Incorporation/Land Development Plan was granted "Final Plan Approval" by the Scott Township Board of Supervisors on 04/24/2012 and was subsequently recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument Number 201204085.

Being the Incorporation of the following properties;

ALL of the same premises as conveyed to Douglas P. Evans and Patricia A. Evans from Louise M. Evans by their Deed dated December 12, 2003, recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania at Instrument Number 200315970, Parcel No 1. and Parcel No. 2.

A portion of the same premises as conveyed to Douglas P. Evans and Patricia A. Evans from Rod V. Berlin and Fred C. Berlin, a Partnership known as Berlin & Berlin by their Deed dated December 14, 2006, recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania at Instrument Number 200613094.

UNDER AND SUBJECT to all facts as may be found in the chain of title.

TOGETHER with all and singular tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, AND ALSO all estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the said Grantors, of, in, to or out of the said premises, and every part thereof.

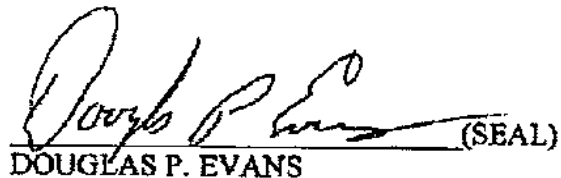
TO HAVE AND TO HOLD said premises, with all and singular the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of said Grantees, their heirs and assigns forever, as tenants by the entireties.

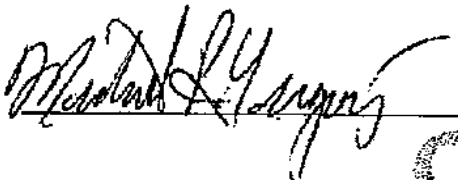
AND the said Grantors, their heirs and assigns, do by these presents, covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors, their heirs and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said Grantees, their heirs and assigns, against the said Grantors, their heirs and assigns, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, do **SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of



 (SEAL)
DOUGLAS P. EVANS



 (SEAL)
PATRICIA A. EVANS

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF COLUMBIA

:

On this the 17th day of February, 201⁶, before me, a Notary Public, the undersigned officer, personally appeared Douglas P. Evans and Patricia A. Evans, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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




Notary Public



I HEREBY CERTIFY that the precise address of the Grantees herein is:

2705 SNYDER AVE, BLOOMSBURG PA 17815


Attorney for Grantees

COPY

**KREISHER & GREGOROWICZ
LAW OFFICES
401 S MARKET STREET
BLOOMSBURG PA 17815
(570) 784-5211**

No. 2A Deed

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

Instrument Number - 200315970
Recorded On 12/12/2003 At 2:42:55 PM

* Total Pages - 4

* Instrument Type - DEED

Invoice Number - 58831

* Grantor - EVANS, LOUISE M

* Grantee - EVANS, DOUGLAS P

* FEES

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
AFFORDABLE HOUSING	\$11.48
AFFORDABLE HOUSING - 10%	\$1.35
AFFORDABLE HOUSING - 5%	\$0.67
TOTAL	\$42.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX SVLA

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



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

DEED

THIS INDENTURE MADE the 12th day of
December in the year Two Thousand Three (2003) BETWEEN

LOUISE M. EVANS, of 2705 Snyder Avenue, Bloomsburg, Columbia
County, Pennsylvania, GRANTOR

AND

DOUGLAS P. EVANS and PATRICIA A. EVANS, of 17 Pony Trail
Drive, Bloomsburg, Columbia County, Pennsylvania, GRANTEES

WITNESSETH, that the said GRANTOR, for and in consideration of the
sum NINETY THREE THOUSAND (\$93,000.00) DOLLARS, in hand paid, the receipt
whereof is hereby acknowledged, do hereby grant and convey to the said GRANTEES,
their heirs and assigns,

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in
Scott Township, Columbia County, Pennsylvania, bounded and described as follows, to
wit:

PARCEL NO. 1

BEGINNING at a point on the Northern side of a 16 foot wide alley and at
the Southeast corner of other lands now or formerly of Dewey Evans and Louise M.
Evans; thence by other lands of the Grantees the following two courses and distances:
North 19 degrees 11 minutes West, 100 feet to a point; thence South 70 degrees 09
minutes West, 100 feet to a point in line of lands now or formerly of Orin Jones; thence
by the same North 19 degrees 11 minutes West, 100 feet to an iron pin in line of other
lands now or formerly of Earl R. Hartzel; thence by the same the following two courses
and distances: North 70 degrees 09 minutes East, 150 feet to an iron pin; thence South 19
degrees 11 minutes East, 200 feet to an iron pin on the Northern side of the
aforementioned 16 foot alley; thence by the same South 72 degrees 59 minutes West, 50
feet to the place of beginning. CONTAINING 0.459 acres. This description was
prepared from draft of survey of A. Carl Wolfe, P.E., dated March 9, 1977.

BEING the same premises which Earl R. Hartzel, Widower, by deed
dated March 25, 1977, and recorded in the Columbia County Courthouse to Record Book
280, Page 552, granted and conveyed unto Dewey Evans, Jr. and Louise M. Evans.
Dewey Evans, Jr. having departed this life, the aforesaid real property passed to the said
Louise M. Evans, Grantor herein, by operation of law.

PARCEL NO. 2

BEGINNING at an iron pin corner on the northern side of a 16 foot alley between the Old Berwick Road and Second Street in the Village of Espy, in line of land now or formerly of Herdick Babb; thence by the same, north 19 degrees 10 minutes west, 100 feet to an iron pin in other lands now or formerly of Earl R. Hartzel and Hazel H. Hartzel; thence by the same the following courses and distances: north 71 degrees east, 100 feet to an iron pin corner; thence south 19 degrees 10 minutes east, 100 feet to an iron pin on the northern side of said 16 foot alley; thence by the same, south 71 degrees west, 100 feet to an iron pin corner, in line of land now or formerly of Herdick Babb, the place of beginning. CONTAINING .229 acres of land. The description for this Deed was prepared from draft of Howard Fetterolf, R.E., dated April 27, 1961.

BEING the same premises which Earl R. Hartzel and Hazel H. Hartzel, his wife, by deed dated April 28, 1961, and recorded in the Columbia County Courthouse in Record Book 206, Page 266, granted and conveyed unto Dewey Evans, Jr. and Louise M. Evans. Dewey Evans, Jr. having departed this life, the aforesaid real property passed to the said Louise M. Evans, Grantor herein, by operation of law.

Note → Seller reserves unto herself a life estate in the above described real estate whereby she shall have the right to reside in the residential dwelling on the above described property for the rest of her natural life.

AND the said GRANTOR will WARRANT SPECIALLY the property hereby conveyed.

THIS PROPERTY TRANSFER IS FROM MOTHER TO SON AND DAUGHTER-IN-LAW AND THEREFORE NOT TAXABLE UNDER THE PENNSYLVANIA REALTY TRANSFER TAX ACT.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set her hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

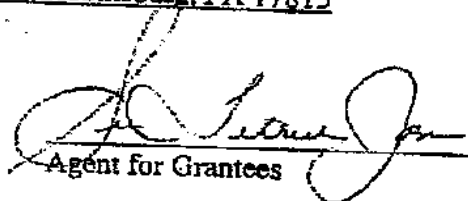

LOUISE M. EVANS

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantees herein is:

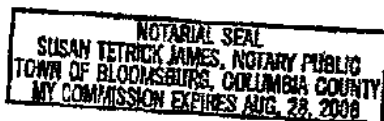
17 Pony Trail Drive, Bloomsburg, PA 17815

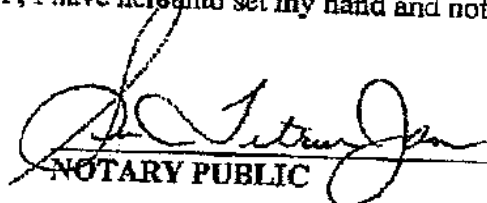

Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF COLUMBIA } ss:

On this, the 12th day of December, 2003, before me, a Notary Public for the Commonwealth of Pennsylvania, in and for said County, personally appeared, **LOUISE M. EVANS**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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




NOTARY PUBLIC

Deed Prepared By:

Law Offices of
DAVID H. TRATHEN
156 WEST MAIN STREET
BLOOMSBURG, PENNSYLVANIA 17815

Document Receipt

Trans #	7785	Carrier / service:	USPS Server	First-Class Mail®	4/18/2016 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000077795

Doc Ref #: 2016ED56

Postage 5.1300

PHILADELPHIA PA 19106

Document Receipt

Trans #	7784	Carrier / service:	USPS Server	First-Class Mail®	4/18/2016 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE

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

Tracking #:	71901140006000077788
Doc Ref #:	2016ED56
Postage	5.1300

PHILADELPHIA PA 19107

Document Receipt

Trans #	7783	Carrier / service:	USPS Server	First-Class Mail®	4/18/2016 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC
WELFARE

PO BOX 8016

Tracking #: 71901140006000077771

Doc Ref #: 2016ED56

Postage 5.1300

HARRISBURG PA 17105

54

Document Receipt

Trans #	7782	Carrier / service:	USPS Server	First-Class Mail®	4/18/2016 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000077764

Doc Ref #: 2016ED56

Postage 5.1300

HARRISBURG PA 17128

Document Receipt

Trans #	7785	Carrier / service:	USPS Server	First-Class Mail®	4/18/2016 12:00:00 AM
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TECHNICAL SUPPORT GROUP

INTERNAL REVENUE
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000077795

Doc Ref #: 2016ED56

Postage 5.1300

PHILADELPHIA PA 19106

DONALD G. KARPOWICH
ATTORNEY-AT-LAW, P.C.
85 DRASHER ROAD
DRUMS, PA 18222

April 7 20 16

PAY TO
THE ORDER OF

Columbia County Sheriff's Dept \$ 1,350.00

One thousand three hundred fifty and 00/100

DOLLARS

Secured by 100%
Fidelity
Deposit Bank

LANDMARK COMMUNITY BANK

FOR Deposit - Berle v. Evans Foreclosure

Kathy A. Gallagher

⑆031318677⑆ 00⑈51179⑈0⑈ 0365