

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
JAMES KNORR

Case Number
2017CV1137

PROPERTY ADDRESS
6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
09/27/2018	Advance Fee	Advance Fee	903334	\$0.00	\$1,350.00
09/27/2018	Advertising Sale (Newspaper)			\$15.00	\$0.00
09/27/2018	Advertising Sale Bills & Copies			\$17.50	\$0.00
09/27/2018	Crying Sale			\$10.00	\$0.00
09/27/2018	Docketing			\$15.00	\$0.00
09/27/2018	Levy			\$15.00	\$0.00
09/27/2018	Mailing Costs			\$60.00	\$0.00
09/27/2018	Posting Handbill			\$15.00	\$0.00
09/27/2018	Press Enterprise Inc.			\$1,704.00	\$0.00
09/27/2018	Sheriff Automation Fund			\$50.00	\$0.00
09/27/2018	Web Posting			\$100.00	\$0.00
01/28/2019	Service			\$270.00	\$0.00
01/28/2019	Service Mileage			\$12.00	\$0.00
01/28/2019	Copies			\$9.00	\$0.00
01/28/2019	Notary Fee			\$10.00	\$0.00
01/28/2019	Tax Claim Search			\$5.00	\$0.00
01/28/2019	Surcharge			\$190.00	\$0.00
				\$2,497.50	\$1,350.00
TOTAL BALANCE:				\$(1,147.50)	

emailed 1-28-19



January 25, 2019

SHERIFF OF COLUMBIA COUNTY
Sheriff's Office
PO Box 380
Bloomsburg, PA 17815
FAX 570-389-5625

RE: 173325FC: Sale Date: January 30, 2019
M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY
vs.
JAMES KNORR AKA JAMES W. KNORR
Term No. 2017-CV-1137

Property address: 6965 Chapin Road, Bloomsburg, PA 17815

To the Sheriff:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter, and if applicable, cease all advertising, service and posting of the property. Please forward an updated cost sheet, summary of outstanding costs and return any unused costs. Pursuant to Act 32 of 2018 (68 Pa. C.S.A. §2310), no sheriff's commission is due and owing and therefore no sheriff's commission has been charged to or collected from the Defendants.

The Defendants are provided a copy of this letter to provide them with proof that we have notified the Sheriff that the sale scheduled for January 30, 2019 has been stayed and cancelled.

By: **KML LAW GROUP, P.C.**
Sheriff's Sale Department
Tara Busa – Supervisor
215-825-6379
PASALES@KMLLAWGROUP.COM

Attorney Contact: Jill P. Jenkins, Esquire, 215-825-6360 jjenkins@kmlawgroup.com

cc:
DERR, PURSEL, LUSCHAS & NAPARSTECK, LLP
120 West Main Street
P.O. Box 539, Bloomsburg, PA 17815

LAW OFFICES OF JOHN W. MCDANEL
107 Rear E. 2nd Street, Berwick, PA 18603

JAMES KNORR AKA JAMES W. KNORR
c/o LAW OFFICES OF JOHN W. MCDANEL, ESQUIRE
107 Rear E. 2nd Street, Berwick, PA 18603

SHERIFF'S SALE COST SHEET

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

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>270.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>60.00</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>12.00</u>	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$ <u>9.00</u>	
NOTARY	\$ <u>10.00</u>	
TOTAL *****		\$ <u>448.50</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>1704.00</u>	
SOLICITOR'S SERVICES	\$100.00	
TOTAL *****		\$ <u>1854.00</u>

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

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>5.00</u>	
TOTAL *****		\$ <u>5.00</u>

MUNICIPAL FEES DUE:		
SEWER 20	\$	
WATER 20	\$	
TOTAL *****		\$ <u>—</u>

SURCHARGE FEE (DSTE)	\$ <u>190.00</u>	
MISC. _____	\$	
_____	\$	
TOTAL *****		\$ <u>—</u>

TOTAL COSTS (OPENING BID) \$ 2497.50

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

DATE:25-JAN-19

FEE:\$5.00

CERT. NO33598

KNORR JAMES W
6965 CHAPIN ROAD
BLOOMSBURG PA 17815

DISTRICT: CENTRE SOUTH TWP
DEED 20080-1687
LOCATION: 6965 CHAPIN RD BLOOMSBURG
PARCEL: 12 -05 -006-01,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING	COSTS	TOTAL AMOUNT DUE
2017	PRIM	11,105.33	76.10		0.00	11,181.43
TOTAL DUE :						\$11,181.43

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: February ,2019

THIS IS TO CERTIFY THAT,ACCORDING TO OUR RECORDS,TAX LIENS AS OF
DECEMBER 31, 2017

REQUESTED BY: COLUMBIA COUNTY SHERIFF

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NAPARSTECK, LLP
120 WEST MAIN STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

ALVIN J. LUSCHAS
NOAH G. NAPARSTECK
C. BRIAN CRANE
CHRISTINE M. LUSCHAS

OF COUNSEL:
CHARLES B. PURSEL

TELEPHONE
(570) 784-4654

TELEFAX
(570) 784-1281

DALE A. DERR
(1927-2000)

January 14, 2019

Via Certified Mail.

Rebecca Solarz, Esq.
KML Law Froup, P.C.
Ste 5000 - BNY Mellon Independence Cntr
701 Market Street
Philadelphia, PA 19106

Timothy Chamberlain
Sheriff of Columbia County
35 West Main Street
Bloomsburg, PA 17815

Bruce D. Brandler, US Attorney
United States Attorney's Office
228 Walnut Street
Harrisburg, PA 17108

Domestic Relations of Columbia County
P.O. Box 380
Bloomsburg, PA 17815

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health & Welfare Building-Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

Pennsylvania Department of Revenue
Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17128-1230

Aegis Security Insurance Company
2407 Park Drive, Suite 200
Harrisburg, PA 17110

Pennsylvania Department of Labor &
Industry
651 Boas Street
Harrisburg, PA 17121

Columbia Excavating Company, LLC
7295 Old Berwick Road
Bloomsburg, PA 17815

Pennsylvania Department of Revenue
Department 280948
Harrisburg, PA 17128

John McDanel, Esq.
107 Rear E. Second St.
Berwick, PA 18603
(Attorney for James Knorr)

David James, Esq.
Harding, Hill & Turowski
38 W 3rd St.
Bloomsburg, PA 17815
(Attorney for James Knorr)

Re: M&T Bank v. James Knorr - Mortgage Foreclosure, No. 2017-CV-1137

To Whom It May Concern:

I represent UNB Bank in regards to the above matter. Enclosed please find the Petition to Require Plaintiff to Clarify Mortgage Lien Priority of UNB Bank at the Columbia County Sheriff Sale to Be Held on January 30, 2019 at 9:00 a.m. which was

January 14, 2019

Page 2

filed with the Court of Common Pleas at the Columbia County Courthouse today.

Very truly yours,



Alvin J. Luschas, Esquire

AJL/jcc
Enclosure (Petition)
c: UNB Bank

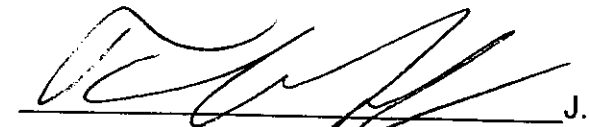
M&T BANK, A/K/A MANUFACTURERS : IN THE COURT OF COMMON
& TRADERS TRUST COMPANY : PLEAS OF COLUMBIA COUNTY
Plaintiff :
v. : CIVIL ACTION - LAW
JAMES KNORR, AKA JAMES W. : ACTION OF MORTGAGE
KNORR, : FORECLOSURE
and :
UNITED STATES OF AMERICA, :
Defendants. : NO.: 2017-CV-1137

RULE TO SHOW CAUSE

AND NOW, this 14th day of January, 2019, upon consideration of the foregoing Petition, it is hereby ordered that:

1. A rule is issued upon the Respondents to show cause why the Petitioner is not entitled to the relief requested;
2. The Respondents shall file an Answer to the Petition within ten (10) days of this date;
3. The Petition shall be decided under Pa.R.C.P. No. 206.7;
4. Argument will be held in Courtroom No. 1, of the Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania, on the 25th day of January, 2019, at 12:30 P.M., before the Honorable Judge David Grine; and
5. Notice of the entry of this Rule & Order shall be provided to all parties by the Petitioner.

BY THE COURT:


Per Judge David Grine

M&T BANK, A/K/A MANUFACTURERS	:	IN THE COURT OF COMMON
& TRADERS TRUST COMPANY	:	PLEAS OF COLUMBIA COUNTY
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
	:	
JAMES KNORR, AKA JAMES W.	:	ACTION OF MORTGAGE
KNORR,	:	FORECLOSURE
and	:	
UNITED STATES OF AMERICA,	:	
Defendants.	:	NO.: 2017-CV-1137

RULE TO SHOW CAUSE

AND NOW, this _____ day of January, 2019, upon consideration of the foregoing Petition, it is hereby ordered that:

1. A rule is issued upon the Respondents to show cause why the Petitioner is not entitled to the relief requested;
2. The Respondents shall file an Answer to the Petition within ten (10) days of this date;
3. The Petition shall be decided under Pa.R.C.P. No. 206.7;
4. Argument will be held in Courtroom No. _____, of the Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania, on the 25th day of January, 2019, at _____M., before the Honorable Judge David Grine; and
5. Notice of the entry of this Rule & Order shall be provided to all parties by the Petitioner.

BY THE COURT:

_____.J.

M&T BANK, A/K/A MANUFACTURERS	:	IN THE COURT OF COMMON
& TRADERS TRUST COMPANY	:	PLEAS OF COLUMBIA COUNTY
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
	:	
JAMES KNORR, AKA JAMES W.	:	ACTION OF MORTGAGE
KNORR,	:	FORECLOSURE
and	:	
UNITED STATES OF AMERICA,	:	
Defendants.	:	NO.: 2017-CV-1137

ORDER

AND NOW, this 25th day of January, 2019, upon consideration of the foregoing Petition, and after hearing arguments of counsel it is hereby ordered that the Plaintiff, M&T Bank, a/k/a Manufacturers & Traders Trust Company will announce at the time of the sale scheduled for Wednesday, January 30, 2019 of the real property subject to this foreclosure that the lien of M&T Bank, a/k/a Manufacturers & Traders Trust Company is not a first mortgage lien and that the Petitioner, UNB Bank, holds a first mortgage lien encumbering the property subject to the sheriff's sale and as such the mortgage lien of UNB Bank will not be divested as a result of the sheriff's sale.

BY THE COURT:

_____. J.

4. The Respondent, James Knorr a/k/a James W. Knorr is an adult individual residing at 6965 Chapin Road, Bloomsburg, Pennsylvania 17815.

5. Your Petitioner holds a first mortgage lien encumbering certain real estate located at 6965 Chapin Road, Bloomsburg, Columbia County, Pennsylvania pursuant to a mortgage in favor of your Petitioner, UNB Bank, recorded July 1, 2003 at Columbia County Instrument Number 200308142. A copy of which is attached hereto and incorporated herein by reference as Exhibit A.

6. The Respondent, M&T Bank filed a second mortgage lien against the aforementioned property which was filed with the Recorder of Deeds of Columbia County pursuant to Instrument Number 200805322 on June 2, 2008. A copy of that mortgage is attached hereto and incorporated herein by reference as Exhibit B.

7. The following additional Respondents hold judgments against the Defendant, James Knorr a/k/a James W. Knorr:

A. United States of America, Harrisburg Federal Building and Courthouse, 228 Walnut Street, Suite 220, Harrisburg, Pennsylvania 17108.

B. Pennsylvania Department of Public Welfare- Bureau of Child Support Enforcement, Health & Welfare Building- Room 432, P.O. Box 2675, Harrisburg, Pennsylvania 17105-2675.

C. Domestic Relations of Columbia County, P.O. Box 380, Bloomsburg, Pennsylvania 17815.

D. Pennsylvania Department of Revenue, Bureau of Compliance, P.O. Box 281230, Harrisburg, Pennsylvania 17128-1230.

E. Pennsylvania Department of Labor & Industry, 651 Boas Street, Harrisburg, Pennsylvania 17121.

consideration that they offer at such sale is consistent with the nature of the title they will receive. See Horner v. Scott 242 Pa. 432, 89A 555 (2013) citing Reading v. Hopson, 90 Pa. 494 and Coyne v. Souther, 61 Pa. 455.

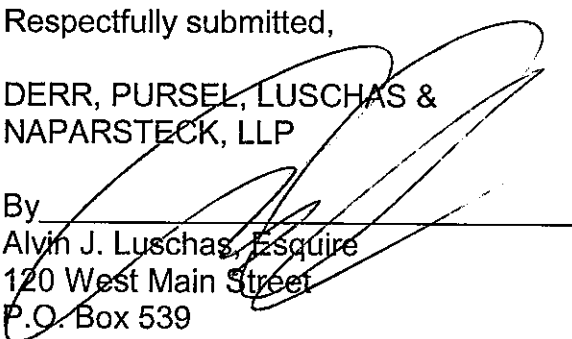
13. Your Petitioner requests that this Court issue an order requiring the Plaintiff to announce, prior to taking bids, that mortgage lien of M&T Bank is second in priority to the Petitioner's first mortgage lien and that as such the lien of UNB Bank will not be divested as a result of this judicial sale.

WHEREFORE, your Petitioner respectfully requests this Honorable Court to issue an Order requiring an announcement, by the Plaintiff, immediately prior to commencing the sheriff's sale process to inform all potential bidders present that the mortgage of M&T Bank is a second mortgage lien on the premises which is subject to this execution and that the priority mortgage lien of UNB Bank will not be divested as a result of the sale.

Respectfully submitted,

DERR, PURSEL, LUSCHAS &
NAPARSTECK, LLP

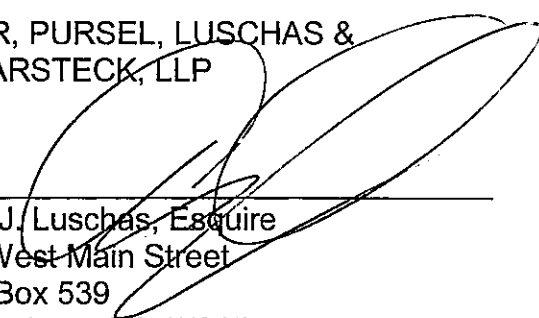
By



Alvin J. Luschas, Esquire
120 West Main Street
P.O. Box 539
Bloomsburg, PA 17815
(570) 784-4654
ID #22249

Columbia Excavating Company, LLC 7295 Old Berwick Road Bloomsburg, PA 17815	Pennsylvania Department of Revenue Department 280948 Harrisburg, PA 17128
John McDanel, Esq. 107 Rear E. Second St. Berwick, PA 18603 (Attorney for James Knorr)	David James, Esq. Harding, Hill & Turowski 38 W 3rd St. Bloomsburg, PA 17815 (Attorney for James Knorr)

DERR, PURSEL, LUSCHAS &
NAPARSTECK, LLP

By 
Alvin J. Luschas, Esquire
120 West Main Street
P.O. Box 539
Bloomsburg, PA 17815
(570) 784-4654
ID #22249

COPY

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

Instrument Number - 200308142
Recorded On 7/1/2003 At 2:46:47 PM

* Total Pages - 10

* Instrument Type - MORTGAGE
Invoice Number - 51198
* Mortgagor - KNORR, JAMES W
* Mortgagee - UNION NATIONAL BANK OF MT CARMEL

* FEES

RECORDING FEES -	\$23.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
AFFORDABLE HOUSING	\$19.55
AFFORDABLE HOUSING - 10%	\$2.30
AFFORDABLE HOUSING - 5%	\$1.15
TOTAL	\$61.50

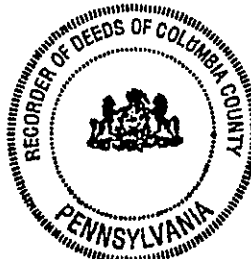
This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX HARDING

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:

UNB
P.O. Box 98
Numidia, PA. 17858

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 25, 2003, together with all Riders to this document.

(B) "Borrower" is James W. Knorr

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is The Union National Bank of Mt. Carmel. Lender is a Pennsylvania organized and existing under the laws of Pennsylvania. Lender's address is 1 N. Oak Street P.O. Box 367, Mt Carmel, PA 17851.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 25, 2003. The Note states that Borrower owes Lender Two Hundred Eighty Thousand and 00/100 Dollars (U.S. \$ 280,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 25, 2013.

(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" mean 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 the _____ of _____:

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

See Attached Description

which currently has the address of 6965 Chapin Rd.

Bloomsburg, Pennsylvania 17815 ("Property Address"):

[City] [Zip Code]

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

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

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

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

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

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

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

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

ALL THAT CERTAIN parcel or lot of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at a railroad spike in the center of Township Road 463, said spike being located South 61 degrees 23 minutes 52 seconds West, 497.36 feet from the intersection of Township Road 644 and Township Road 463; thence along the lands now or late of Edwin A., Jr. and Alice C. Glenn, North 29 degrees 11 minutes 06 seconds West, 1675.62 feet to a railroad spike in the center of Township Road 644; thence along Township Road 644 North 24 degrees 00 minutes 30 seconds East, 180.79 feet to a railroad spike in the center of Township Road 644; thence along Township Road 644 North 00 degrees 23 minutes 30 seconds East, 410.46 feet to a railroad spike in Township Road 644; thence along Township Road 644 North 44 degrees 00 minutes 30 seconds West, 280.29 feet to a railroad spike in Township Road 644; thence along Township Road 644 North 66 degrees 06 minutes 15 seconds West, 458.73 feet to a railroad spike in Township Road 644; thence along Township Road 644 North 29 degrees 10 minutes 49 seconds West, 16.17 feet to a stone corner in place on the edge of Township Road 644; thence along the lands now or late of Joseph L. and Alice Ahearn North 62 degrees 07 minutes 56 seconds East 1572.67 feet to a concrete monument; thence along the lands now or late of Carl and Agnes Pifer and Ruth E. Chapin South 29 degrees 24 minutes 21 seconds East, 2545.41 feet to a railroad spike in Township Road 463; thence along Township Road 463 South 63 degrees 5 minutes 00 seconds West, 39.57 feet to a railroad spike in Township Road 463; thence along Township Road 463 South 66 degrees 27 minutes 00 seconds West, 426.25 feet to a railroad spike in Township Road 463; thence along Township Road 463 South 52 degrees 22 minutes 02 seconds West, 79.59 feet to a railroad spike in Township Road 463; thence along the lands now or late of John O. and Maxine Nevil, North 26 degrees 50 minutes 00 seconds west, 165 feet to an iron pin in place; thence along said Nevil's lands South 63 degrees 42 minutes 00 seconds West, 200.95 feet to an iron pin in place; thence along said Nevil's land South 72 degrees 45 minutes 00 seconds West, 199 feet to an iron pin in place; thence along said Nevil's land South 82 degrees 00 minutes and 00 seconds West, 214.5 feet to an iron pin in place; thence along said Nevil's land South 80 degrees 20 minutes 00 seconds West, 107.55 feet to an iron pin in place; thence along said Nevil's land North 7 degrees 30 minutes 00 seconds West, 69.8 feet to an iron pin in place; thence along said Nevil's land South 34 degrees 11 minutes 02 seconds West, 359.36 feet to an iron pin; thence along said Nevil's land South 28 degrees 40 minutes 47 seconds East, 461.44 feet to a railroad spike in the center of Township Road 644; thence along Township Road 644 South 42 degrees 12 minutes 00 seconds West, 52.96 feet to a railroad spike the place of beginning.

CONTAINING 81.110 acres of land. The foregoing description is based upon a survey prepared by Orangeville Surveying Consultants dated April 26, 1978, a copy of which is hereto attached.

EXCEPTING AND RESERVING therefrom the real estate transfer from Dara Development Corporation to Fred Wesstrom and Ida Wesstrom, his wife, consisting of .92 acre, by deed dated December 14, 1973, and recorded in deed book Volume 265, page 354.

ALSO EXCEPTING AND RESERVING therefrom two tracts totaling .616 acres transferred to Fred and Ida Wesstrom by deed dated Nov. 4, 1993 and recorded in Columbia County Record Book 552, page 357.

BEING the same premises which Wayne W. Knorr and Atta M. Knorr, husband and wife, by deed dated August 25, 1983, and recorded in Deed Book Volume 324, page 335, granted and conveyed unto James W. Knorr, the Mortgagor herein.

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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 Substance 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 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 herei 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:

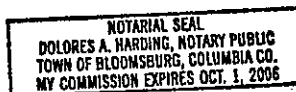
James W. Knorr (Seal)
- Borrower

(Seal)
- Borrower

[Space Below This Line for Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:
On this, the 25th day of JUNE, 2003, before me, A NOTARY PUBLIC,
the undersigned officer, personally appeared JAMES W. KNORR,
known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and
acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My commission expires:



Dolores A. Harding
NOTARY PUBLIC
Title of Officer

I hereby certify that the precise address of the within Mortgage (Lender) is

The Union National Bank
One North Oak St.
Mount Carmel, PA. 17851

[Signature]
Branch Mgr.
Title of Officer



008A10

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

Instrument Number - 200805322
Recorded On 6/2/2008 At 11:31:31 AM
* Instrument Type - MORTGAGE
Invoice Number - 121785
* Mortgagor - KNORR, JAMES W
* Mortgagee - MANUFACTURERS AND TRADERS TRUST CO
User - TSA

* Total Pages - 17

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$37.00
RECORDING FEES -	\$37.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$89.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
MAIL M&T BANK

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.

9965955015
PREPARED BY:

Manufacturers and Traders Trust Company

RETURN TO:

Manufacturers and Traders Trust Company

P.O. Box 1358

Buffalo, New York 14240

ATTN: Commercial Closing & Collateral Department

716-848-3427

PARCEL ID#: 12-05-006-01

OPEN-END MORTGAGE

COMMERCIAL MORTGAGE FOR RESIDENTIAL PROPERTY

THIS INSTRUMENT SECURES FUTURE ADVANCES UP TO A MAXIMUM PRINCIPAL AMOUNT OF \$175,000.00 PLUS ACCRUED INTEREST AND OTHER INDEBTEDNESS AS DESCRIBED IN PENNSYLVANIA ACT NO. 42 PA. C.S.A. SECTION 8143

This OPEN-END COMMERCIAL MORTGAGE FOR RESIDENTIAL PROPERTY (this "Mortgage") entered into as of May 9, 2008, between JAMES W. KNORR, an individual with an address of 6965 Chapin Road, Bloomsburg, Pennsylvania 17815 (the "Mortgagor") and Manufacturers and Traders Trust Company, a New York banking corporation with an address of One M&T Plaza (Attn: Office of General Counsel), Buffalo, New York 14203 (the "Bank").

The real property which is the subject matter of this Mortgage has the following address(es): 6965 Chapin Road, Bloomsburg, Pennsylvania 17815 (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain Demand Note, dated May 9, 2008, by JAMES W. KNORR in favor of the Bank in the

#15425

original principal amount of **\$175,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total \$175,000.00 as of the date of this Mortgage but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of Pennsylvania (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Conditions to Grant. The Bank shall have and hold the above granted Property to the use and benefit of the Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.4 Property. The term "Property," as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined, (iii) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof, together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (iv) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.5 Obligations. The term "Obligation(s)," as used in this Mortgage, shall mean without limitation all loans, advances, indebtedness, notes, liabilities, rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, forward transactions, currency swap transactions, cross-currency rate swap transactions, currency options and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to the Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage, any of the Loan Documents or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to the Bank; or are due indirectly by the Mortgagor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to the Bank from time to time and all costs and expenses referred to in this Mortgage including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Bank's rights hereunder or

pursuant to any document or instrument executed in connection herewith.

1.6 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

1.7 Open-End Mortgage. The Bank and the Mortgagor agree that:

- (a) This Mortgage is an open-end mortgage pursuant to 42 PA. C.S.A. § 8143, and secures, inter alia, present and future advances made by the Bank pursuant to the Loan Documents, including, without limitation, advances for the payment of taxes, assessments, maintenance charges, Insurance premiums or costs incurred for the protection of the Property or the lien of this Mortgage, or expenses incurred by the Bank by reason of default by the Mortgagor, and to enable any completion of the improvements comprising the Property as may be contemplated by the Loan Documents. Nothing contained herein shall impose any obligation on the part of the Bank to make any such additional loan(s) to Mortgagor.
- (b) Without limiting any other provisions of this Mortgage, this Mortgage secures present and future loans, advances and extensions of credit made by the Bank to or for the benefit of Mortgagor, and the lien of such future advances shall relate back to the date of this Mortgage. This Mortgage shall also secure additional loans hereafter made by the Bank to or for the benefit of Mortgagor. Nothing contained herein shall impose any obligation on the part of the Bank to make any such additional loans, advances and extensions of credit to or for the benefit of Mortgagor.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

- (a) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (b) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "Permitted Encumbrances");
- (c) As of the date hereof, there are no Hazardous Substances (as herein defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Bank; and
- (d) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction or otherwise subject to the provisions of the Federal Truth in Lending Act, Federal Reserve Board Regulation Z, Capital Loan Fund Act, PaCSA, Chapter 12E, or other such consumer statutes or regulations and restrictions.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of the Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times

comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect the interest of the Bank in the Property and the rights of the Bank under this Mortgage. Upon the written request of the Bank, and at the sole expense of the Mortgagor, the Mortgagor will promptly execute and deliver such further instruments and documents and take such further actions as the Bank may deem desirable to obtain the full benefits of this Mortgage and of the rights and powers herein granted, including, without limitation, delivery of any certificate of title and filing any financing statement under the Uniform Commercial Code. The Mortgagor authorizes the Bank to file any such financing statement without the signature of the Mortgagor, to the extent permitted by applicable law, and to file a copy of this Mortgage in lieu of a financing statement.

2.3 Restrictions on Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of the Bank in each instance:

- (a) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, or enter into any agreements therefore except as expressly permitted by the terms of this Mortgage;
- (b) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or
- (c) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give the Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and the Bank's interest therein against the claims of all persons and, unless the Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or the Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

- (a) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including, without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to the Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (b) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which the Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Bank; and (iii) such other insurance as the Bank may require from time to time. All policies regarding such insurance shall be issued by companies licensed to do business in the state

where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Bank, provide deductible amounts acceptable to the Bank, name the Bank as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Bank. Such policies shall include (i) a mortgage endorsement determined by the Bank in good faith to be equivalent to the "standard" mortgage, endorsement so that the insurance, as to the interest of the Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as the Bank may request. The Mortgagor will furnish to the Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to the Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions; and

- (c) The Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Bank, the Mortgagor shall deposit from time to time with the Bank sums determined by the Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Bank's request, provides the Bank with adequate cash security, in the Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to the Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to the Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Bank. If Mortgagor shall fail to pay such sums, the Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by the Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices: Notice of Default. The Mortgagor will deliver to the Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof. The Mortgagor further agrees to deliver to the Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to the Bank, describing the nature and extent thereof. The Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to the Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without the Bank's prior written consent. The

Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Bank and immediately pay the same to the Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Bank in amounts not exceeding the Obligations. The Bank may apply such amounts to the Obligations in such order as the Bank may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Bank and, at the option of the Bank, be applied to the Obligations in such order as the Bank may determine; provided, however, that if the Bank shall require repair of the Property, the Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for the Bank and promptly paid to it.

3. CERTAIN RIGHTS OF THE BANK

3.1 Legal Proceedings. The Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in the Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. The Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. The Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as the Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. The Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to the Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by the Bank.

4. DEFAULTS AND REMEDIES

4.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events:

- (a) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank;
- (b) failure by the Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;
- (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (d) receipt by the Bank of notice from the Mortgagor or any holder of any subordinate lien on the Property intended to terminate, limit or affect in any manner the indebtedness secured by this Mortgage or the lien priority hereof;
- (e) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank;

- (f) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party;
- (g) if any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made;
- (h) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (i) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (j) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (k) the service upon the Bank of a writ in which the Bank is named as trustee of the Mortgagor or any guarantor of the Obligations;
- (l) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (m) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations;
- (n) the termination or revocation of any guaranty of the Obligations; or
- (o) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to the Bank has been or may be impaired.

4.2 **Remedies.** On the occurrence of any Event of Default, the Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions

as the Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as the Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter;

- (c) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances and the Mortgagor shall provide the Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given the Bank "control" over the Property or cause the Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (d) Take such other actions or proceedings as the Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 ACTION IN EJECTMENT. FOR THE PURPOSE OF OBTAINING POSSESSION OF THE PROPERTY IN THE EVENT OF ANY EVENT OF DEFAULT HEREUNDER, MORTGAGOR HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR MORTGAGOR AND ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MORTGAGOR, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, IN AN ACTION IN EJECTMENT FOR POSSESSION OF THE PROPERTY, IN FAVOR OF THE BANK, FOR WHICH THIS MORTGAGE, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION OR APPEAL. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED IT SHALL BE DISCONTINUED, OR POSSESSION OF THE PROPERTY SHALL REMAIN IN OR BE RESTORED TO MORTGAGOR, THE

BANK SHALL HAVE THE RIGHT FOR THE SAME DEFAULT OR ANY SUBSEQUENT DEFAULT TO BRING ONE OR MORE FURTHER ACTIONS AS ABOVE PROVIDED TO RECOVER POSSESSION OF THE PROPERTY. THE BANK MAY CONFESS JUDGMENT IN AN ACTION IN EJECTMENT BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR TO ENFORCE ANY OF THE LOAN DOCUMENTS, OR AFTER ENTRY OF JUDGMENT THEREIN OR ON ANY OF THE LOAN DOCUMENTS, OR AFTER A SHERIFF'S SALE OR JUDICIAL SALE OR OTHER FORECLOSURE SALE OF THE PROPERTY IN WHICH THE BANK IS THE SUCCESSFUL BIDDER, IT BEING THE UNDERSTANDING OF THE PARTIES THAT THE AUTHORIZATION TO PURSUE SUCH PROCEEDINGS FOR CONFESSION OF JUDGMENT THEREIN IS AN ESSENTIAL PART OF THE REMEDIES FOR ENFORCEMENT OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND SHALL SURVIVE ANY EXECUTION SALE TO THE BANK.

MORTGAGOR HEREBY RELEASES AND AGREES TO RELEASE BANK AND SAID ATTORNEYS FROM ALL PROCEDURAL ERRORS AND DEFECTS WHATSOEVER IN ENTERING SUCH JUDGMENT OR JUDGMENTS OR IN CAUSING SUCH WRITS OR PROCESS TO BE ISSUED OR IN ANY PROCEEDING THEREON OR CONCERNING THE SAME, PROVIDED THAT BANK SHALL HAVE FILED IN SUCH ACTION OR ACTIONS AN AFFIDAVIT OR AFFIDAVITS MADE BY SOMEONE ON BANK'S BEHALF SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF SUCH JUDGMENT OR JUDGMENTS ACCORDING TO THE TERMS OF THIS INSTRUMENT, OF WHICH FACTS SUCH AFFIDAVIT OR AFFIDAVITS SHALL BE PRIMA FACIE EVIDENCE.

MORTGAGOR CONFIRMS TO THE BANK THAT (I) MORTGAGOR IS KNOWLEDGEABLE IN BUSINESS MATTERS; (II) THE TERMS OF THIS MORTGAGE, INCLUDING THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT, HAVE BEEN NEGOTIATED AND AGREED UPON IN A COMMERCIAL CONTEXT; AND (III) MORTGAGOR HAS FULLY REVIEWED THE AFORESAID WARRANT OF ATTORNEY TO CONFESS JUDGMENT WITH ITS OWN COUNSEL AND IS KNOWINGLY AND VOLUNTARILY WAIVING CERTAIN RIGHTS IT WOULD OTHERWISE POSSESS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ANY NOTICE OF A HEARING PRIOR TO THE ENTRY OF JUDGMENT BY THE BANK PURSUANT TO THE FOREGOING WARRANT.

4.4 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, the Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to the Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

4.5 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that the Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

4.6 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. MISCELLANEOUS

5.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to the Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with the Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute, whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and the Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Indemnification Regarding Hazardous Substances. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an "Indemnitee") from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to the Bank including repayment of all Obligations.

5.3 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by the Bank in favor of the Mortgagor.

5.4 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Bank's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under any such other agreement or transaction) but all the Bank's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

- 5.5 Waiver of Homestead. To the maximum extent permitted under applicable law, the Mortgagor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including without limitation, Title 42, Section 8123, of the Pennsylvania Consolidated Statutes Annotated.
- 5.6 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "Mortgagor" shall include each as well as all of them.
- 5.7 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 5.8 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 5.9 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.
- 5.10 Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to any party hereto at the address for such party as set forth herein, or at such other address as any party may from time to time designate in written notice received by the other parties hereto; provided, however, that in order for any notice to the Bank to be deemed effective, a duplicate notice shall be separately delivered to the Bank at the current office address of the Bank officer primarily responsible for the customer account to which this document relates. Any such demand or notice shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service. Notice by e-mail is not valid notice under this or any other agreement between the undersigned parties.
- 5.11 Governing Law. This Mortgage shall be governed by Pennsylvania law without giving effect to the conflicts of laws principles thereof.
- 5.12 Reproductions. This Mortgage and all documents which have been or may be hereinafter furnished by the Mortgagor to the Bank may be reproduced by the Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).
- 5.13 Title Insurance. Upon request by the Bank, Mortgagor shall furnish to the Bank at Mortgagor's own cost and expense a title insurance policy (a) naming the Bank as mortgagee, (b) covering the lien on the Property granted pursuant to this Mortgage, (c) containing no exception not approved by the Bank, (d)

issued by a title insurance company qualified to do business in the State where the Property is located and satisfactory to the Bank and (e) otherwise in form and substance satisfactory to the Bank.

5.14 Bank Affiliates. The term "Bank Affiliate" as used in this Mortgage shall mean any banking or lending affiliates of the Bank, any party acting as a participant lender in the credit arrangements contemplated herein, or any third party acting on the Bank's behalf.


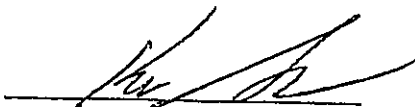
5.15 Jurisdiction and Venue. The Mortgagor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Pennsylvania, over any suit, action or proceeding arising out of or relating to this Mortgage. The Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Mortgagor hereby consents to process being served in any such suit, action or proceeding, (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Mortgagor's address set forth herein or such other address as has been provided in writing to the Bank and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Mortgagor.

5.16 JURY WAIVER. THE MORTGAGOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE MORTGAGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:


JAMES W. KNORR, individually

The address of the within named Bank is:

One M&T Plaza (Attn: Office of General Counsel)
Buffalo, New York 14203

Accepted: Manufacturers and Traders Trust Company

By: 

Name: William J. Smeets

Title: Vice-President

EXHIBIT "A"

Property Description

Street Address: 6965 Chapin Road

Municipality/County/State: Bloomsburg, Columbia County, Pennsylvania

Township/Borough: South Centre Township

Tax Lot and Block/Parcel ID No: 12-05-006-01

Instrument #: 200801687

ALL THAT CERTAIN PARCEL OR LOT OF LAND SITUATE IN SOUTH CENTRE TOWNSHIP, COLUMBIA COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE IN THE CENTER OF TOWNSHIP ROAD 463, SAID SPIKE BEING LOCATED SOUTH 61 DEGREES 23 MINUTES 52 SECONDS WEST, 497.36 FEET FROM THE INTERSECTION OF TOWNSHIP ROAD 644 AND TOWNSHIP ROAD 463; THENCE ALONG THE LANDS NOW OR FORMERLY OF EDWIN A., JR. AND ALICE C. GLENN, NORTH 29 DEGREES 13 MINUTES 06 SECONDS WEST, 1675.62 FEET TO A RAILROAD SPIKE IN THE CENTER OF TOWNSHIP ROAD 644; THENCE ALONG TOWNSHIP ROAD 644 NORTH 24 DEGREES 00 MINUTES 30 SECONDS EAST, 180.79 FEET TO A RAILROAD SPIKE IN THE CENTER OF TOWNSHIP ROAD 644; THENCE ALONG TOWNSHIP ROAD 644 NORTH 00 DEGREES 23 MINUTES 30 SECONDS EAST, 410.46 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 644; THENCE ALONG TOWNSHIP ROAD 644 NORTH 44 DEGREES 00 MINUTES 30 SECONDS WEST, 280.29 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 644; THENCE ALONG TOWNSHIP ROAD 644 NORTH 66 DEGREES 06 MINUTES 35 SECONDS WEST, 458.73 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 644; THENCE ALONG TOWNSHIP ROAD 644 NORTH 29 DEGREES 10 MINUTES 49 SECONDS WEST, 16.17 FEET TO A STONE CORNER IN PLACE ON THE EDGE OF TOWNSHIP ROAD 644; THENCE ALONG THE LANDS NOW OR FORMERLY OF JOSEPH L. AND ALICE AHEARN NORTH 62 DEGREES 07 MINUTES 56 SECONDS EAST 1572.67 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE LANDS NOW OR FORMERLY OF CARL AND AGNES FIFER AND RUTH E. CHAPIN SOUTH 29 DEGREES 24 MINUTES 21 SECONDS EAST, 2545.41 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 463; THENCE ALONG TOWNSHIP ROAD 463 SOUTH 63 DEGREES 5 MINUTES 00 SECONDS WEST, 39.57 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 463; THENCE ALONG TOWNSHIP ROAD 463 SOUTH 66 DEGREES 27 MINUTES 00 SECONDS WEST, 426.25 FEET, TO A RAILROAD SPIKE IN TOWNSHIP ROAD 463; THENCE ALONG TOWNSHIP ROAD 463 SOUTH 52 DEGREES 22 MINUTES 02 SECONDS WEST, 79.59 FEET TO A RAILROAD SPIKE IN TOWNSHIP ROAD 463; THENCE ALONG THE LANDS NOW OR FORMERLY OF JOHN O. AND MAXINE NEVIL, NORTH 26 DEGREES 50 MINUTES 00 SECONDS WEST, 165 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LANDS SOUTH 63 DEGREES 42 MINUTES 00 SECONDS WEST, 200.95 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LAND SOUTH 72 DEGREES 45 MINUTES 00 SECONDS WEST, 199 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LAND SOUTH 82 DEGREES 00 MINUTES AND 00 SECONDS WEST, 214.5 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LAND SOUTH 80 DEGREES 20 MINUTES 00 SECONDS WEST, 107.55 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LAND NORTH 7 DEGREES 30 MINUTES 00 SECONDS WEST, 69.8 FEET TO AN IRON PIN IN PLACE; THENCE ALONG SAID NEVIL'S LAND SOUTH 34 DEGREES 11 MINUTES 02 SECONDS WEST, 359.36 FEET TO AN IRON PIN; THENCE ALONG SAID NEVIL'S LAND SOUTH 28 DEGREES 40 MINUTES 47 SECONDS EAST, 461.44 FEET TO A RAILROAD SPIKE IN THE CENTER OF TOWNSHIP ROAD 644;

EXHIBIT "A"

Property Description (continued)

THENCE ALONG TOWNSHIP ROAD 644 SOUTH 42 DEGREES 12 MINUTES 00 SECONDS WEST, 52.96 FEET TO A RAILROAD SPIKE THE PLACE OF BEGINNING.

CONTAINING 81.110 ACRES OF LAND. THE FOREGOING DESCRIPTION IS BASED UPON A SURVEY PREPARED BY ORANGEVILLE SURVEYING CONSULTANTS DATED APRIL 26, 1978, A COPY OF WHICH IS HERETO ATTACHED.

TOGETHER WITH THE SUBJECT TO THE SAME RESTRICTIONS, RESERVATIONS, CONDITIONS AND EXCEPTIONS AS ARE CONTAINED IN PRIOR DEEDS IN CHAIN OF TITLE.

EXCEPTING AND RESERVING THEREFROM THE REAL ESTATE TRANSFER FROM DARA DEVELOPMENT CORPORATION TO FRED WESSTROM AND IDA WESSTROM, HIS WIFE, CONSISTING OF .92 ACRE, BY DEED DATED DECEMBER 14, 1973, AND RECORDED IN DEED BOOK VOLUME 265, PAGE 354.

BEING THE SAME PROPERTY CONVEYED TO JAMES W. KNORR, UNMARRIED BY DEED FROM JAMES W. KNORR, UNMARRIED AND STEPHANIE A. KNORR, UNMARRIED RECORDED 02/26/2008 IN INSTRUMENT # 200801687, IN THE OFFICE OF THE RECORDER OF DEEDS OF COLUMBIA COUNTY, PENNSYLVANIA.

TAX ID# 12-05-006-01

EXHIBIT "B"

Permitted Encumbrances

None

COPY

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia :
: SS.

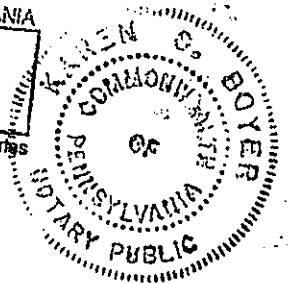
On this, the 9th day of May, 2008, before me, a Notary Public, personally appeared **JAMES W. KNORR**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he/she acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

Karen S. Boyer

NOTARY PUBLIC
MY COMMISSION EXPIRES

Notarial Seal
Karen S. Boyer, Notary Public
South Centre Twp., Columbia County
My Commission Expires June 8, 2008
Member, Pennsylvania Association Of Notaries



COPY

COPY

KML LAW GROUP, P.C.
FAX (215) 627-7734
lienholder@kmlawgroup.com

Received
11/15/18 sem

VIA USPS

November 2, 2018



THE UNION NATIONAL BANK OF MT. CARMEL
1 N. OAK STREET, P.O. BOX 367
MT. CARMEL, PA 17851

RE: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Owner/Defendant(s): JAMES KNORR AKA JAMES W. KNORR
Property to be sold: 6965 Chapin Road, Bloomsburg, PA 17815
Date of Sale: Wednesday, January 30, 2019
Place of Sale: Sheriff's Office, Courthouse, Bloomsburg, PA
Time of Sale: 9:00 AM
Judgment Amount: \$167,517.57
Foreclosure Docket: 2017-CV-1137
Executing Creditor: M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY

Dear Lienholder,

Please be advised that this office represents the first mortgage* holder in an Action of Mortgage Foreclosure. The above property will be sold at Sheriff's Sale on the above date, time and location.

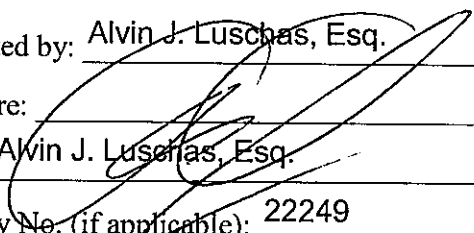
Research of the public records indicates that you are, or may be, a lien creditor on the property owned by the Defendants. Please be advised that the Sheriff's Sale may extinguish your lien against the property. You may wish to attend the sale to protect your interest if any.

A schedule of distribution will be filed by the Sheriff 30 days after the sale. Distribution of sale proceeds, if any, will be made by the Sheriff in accordance with the schedule, unless exceptions are filed to the schedule within 10 days of the filing of the schedule. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to CONTACT YOUR OWN ATTORNEY as we are not permitted to give you legal advice.

*2ND MORTGAGE - MANUFACTURERS AND TRADERS TRUST COMPANY,
06/02/2008, Instrument#:200805322

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Alvin J. Luschnas, Esq.
Signature: 
Name: Alvin J. Luschnas, Esq.
Attorney No. (if applicable): 22249

KML LAW GROUP, P.C.
SUITE 5000 BNY MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
WWW.KMLLAWGROUP.COM

January 9, 2019

SHERIFF OF COLUMBIA COUNTY
Sheriff's Office
PO Box 380
Bloomsburg, PA 17815

RE: No. 2017-CV-1137
JAMES KNORR AKA JAMES W. KNORR

Real Estate Division:

The above case may be sold on January 30, 2019. It has been properly served in accordance with Rule 3129.

Very truly yours,

KML Law Group, P.C.

**IN THE COURT OF COMMON PLEAS OF Columbia
COUNTY**

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY

One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR

Mortgagor(s) and Record Owner(s)

6965 Chapin Road
Bloomsburg, PA 17815

Defendant(s)

CIVIL DIVISION

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

No.: 2017-CV-1137

**DOCUMENT: AFFIDAVIT PURSUANT
TO RULE 3129**

CODE:

FILED ON BEHALF OF:

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY

ATTORNEY FOR PLAINTIFF:

KML Law Group, P.C.

Suite 5000 – BNY Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

(215) 627-1322

Firm State I.D. #23-217969

KML LAW GROUP, P.C.
Suite 5000
BNY Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
3129@kmlawgroup.com

173325FC
CF: 10/11/2017
SD: 01/30/2019
\$167,517.57

Attorney for Plaintiff

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY
One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
Mortgagor(s) and Record Owner(s)

6965 Chapin Road
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2017-CV-1137

THE UNITED STATES OF AMERICA

CERTIFICATE OF SERVICE PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Michelle Clarkson, an employee of KML Law Group, P.C., counsel for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☒ (X) Personal Service by the Sheriff's Office/competent adult. Copy of return attached.
- ☐ () Certified mail by KML Law Group, P.C. Copy of Certified Mail Receipt attached.
- ☐ () Certified mail by Sheriff's Office.
- ☒ (X) Ordinary mail by KML Law Group, P.C. to Attorney for Defendant(s) of record. Proof of mailing is attached (Pa. R.C.P. 440(a)(i)).
- ☐ () Acknowledgment of Sheriff's Sale by Attorney for Defendant(s). Proof of acknowledgment attached.
- ☐ () Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

- ☐ () Premises was posted by Sheriff's Office/competent adult. Copy of return attached.
- ☐ () Certified Mail & ordinary mail by Sheriff's Office. Copy of return attached.
- ☐ () Certified Mail & ordinary mail by KML Law Group, P.C. Copy of Certified Mail Receipt attached.
- ☐ () Published in accordance with court order. Copy of publication attached.

Pursuant to the attached Affidavit under Rule 3129, service on all lienholders (if any) has been made by ordinary mail KML Law Group, P.C. Copies of proofs of mailing attached.

The undersigned understands that the statements herein are subject to the penalties provided by 18 Pa. C.S.A. Section 4904.

DATED: January 9, 2019

Respectfully submitted,



BY: Michelle Clarkson

Legal Assistant

KML Law Group, P.C.



IN THE COMMON PLEAS COURT OF COLUMBIA COUNTY PENNSYLVANIA

M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST
COMPANY; et seq.

Plaintiff (Petitioner)

V.

JAMES KNORR AKA JAMES W. KNORR; et al.

Defendant (Respondent)

CASE and/or DOCKET No.: 2017-CV-1137

Sheriff's Sale Date: 1/30/2019

AFFIDAVIT OF SERVICE

TYPE OF PROCESS: NOTICE OF SALE

I, JEFFREY CLOHESSY, certify that I am eighteen years of age or older and that I am not a party to the action nor an employee nor relative of a party, and that I served THE UNITED STATES OF AMERICA the above process on the 23 day of October, 2018, at 1:30 o'clock, PM, at KIM STEVENS, HARRISBURG FEDERAL BUILDING & COURTHOUSE, 228 WALNUT STREET, SUITE 220 HARRISBURG, PA 17108, County of Columbia, Commonwealth of Pennsylvania:

Manner of Service:

By handing a copy to:

- ☐ An officer, partner, trustee, or registered agent of the Defendant organization who is not a plaintiff in the action*
- ☒ The manager, clerk, or other person for the time being in charge of a regular place of business or activity of the Defendant organization who is not a plaintiff in the action *
- ☐ An agent authorized by the Defendant organization in writing to receive service of process for it who is not a plaintiff in the action *

* Name: STEPHANIE SETO

Relationship/Title/Position: Administrative Assistant

Remarks: _____

Description: Approximate Age 36-40 Height 5'5 Weight 130 Race ASIAN Sex FEMALE Hair BLACK

Commonwealth/State of Pa) SS:
County of Berks)

Before me, the undersigned notary public, this day, personally, appeared Jeffrey Clohessy to me known, who being duly sworn according to law, deposes the following:

I hereby swear or affirm that the facts set forth in the foregoing Affidavit of Service are true and correct.

Jeffrey Clohessy
(Signature of Affiant)

File Number: 173325FC

Case ID #: 5333420

Subscribed and sworn to before me
this 24 day of OCT, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Eric M. Afflerbach, Notary Public
Washington Twp. Berks County
My commission expires November 18, 2021

Notary Public

JAMES KNORR AKA JAMES W. KNORR

Name and Address of Sender
KML LAW GROUP, P.C.
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

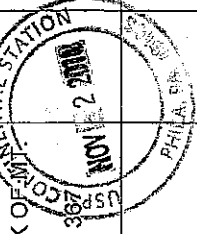
Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional copies
 of this bill)

Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675	THE UNION NATIONAL BANK OF MARYLAND CARMEL 1 N. OAK STREET, P.O. BOX 367 MT. CARMEL, PA 17851										
2.	DOMESTIC RELATIONS OF COLUMBIA COUNTY PO Box 380 Bloomersburg, PA 17815	TENANTS/OCCUPANTS 6965 Chapin Road Bloomersburg, PA 17815										
3.	PA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE P.O. BOX 28-1230 HARRISBURG, PA 17128-1230	US ATTORNEY GENERAL'S OFFICE, US DOJ 950 Pennsylvania Ave NW WASHINGTON, DC 20530										
4.	PENNSYLVANIA DEPARTMENT OF LABOR & INDUSTRY 651 Boas Street Harrisburg, PA 17121											
5.	AEGIS SECURITY INSURANCE COMPANY 2407 PARK DRIVE, SUITE 200 HARRISBURG, PA 17110											
6.	PA DEPARTMENT OF REVENUE Dept. 280948 Harrisburg, PA 17128											
7.	Columbia Excavating LLC 7295 OLD BERWICK ROAD BLOOMSBURG, PA 17815											
8.	LAW OFFICES OF JOHN W. MCDANEL 107 Rear E. 2nd Street Berwick, PA 18603											
Total Number of Pieces Listed by Sender	11	See Privacy Act Statement on Reverse										
Total Number of Pieces Received at Post Office												



Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February 2002 (Page 1 of 2)

173325FC Columbia County Sale Date: 01/30/2019

JAMES KNORR AKA JAMES W. KNORR

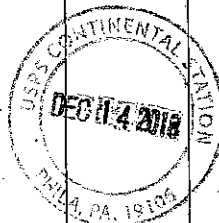
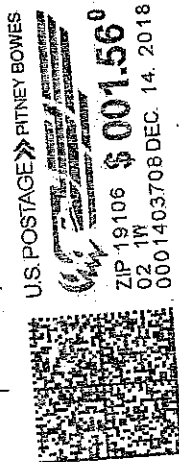
Name and Address of Sender
KML LAW GROUP, P.C.
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional copies
 of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	AEGIS SECURITY INSURANCE COMPANY C/O MICHAEL J. WILSON, ESQUIRE 113 IRON FURNACE COURT LEWISBERRY, PA 17339											
2.	AEGIS SECURITY INSURANCE COMPANY C/O SCOTT A. LEVIN, ESQUIRE 1617 JOHN F. KENNEDY BOULEVARD, SUITE 1500 PHILADELPHIA, PA 19103											
3.	ALLSTATE POWER VAC, INC. (D/B/A EQ INDUSTRIAL SERVICES, INC.) 1301 COMMERCE PARK DRIVE WILLIAMSPORT, PA 17701											
4.	ALLSTATE POWER VAC, INC. (D/B/A EQ INDUSTRIAL SERVICES, INC.) C/O BREM MOLDOVSKY, ESQUIRE 100 NORTH 18TH STREET, SUITE 300 PHILADELPHIA, PA 19103											
5.												
6.												
7.												
8.												



Total Number of Pieces Listed by Sender	4	Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse
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PS Form 3877, February 2002 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen

173325FC Columbia County Sale Date: 01/30/2019

JAMES KNORR AKA JAMES W. KNORR

KML LAW GROUP, P.C.

Suite 5000 – BNY Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-825-6320
Attorney for Plaintiff

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY

One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
Mortgagor(s) and Record Owner(s)

6965 Chapin Road
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2017-CV-1137

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY, Plaintiff in the above action, by and through an authorized employee of its attorneys, KML Law Group, P.C., sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

6965 Chapin Road
Bloomsburg, PA 17815

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

JAMES KNORR AKA JAMES W. KNORR
c/o LAW OFFICES OF JOHN W. MCDANEL, ESQUIRE
107 Rear E. 2nd Street
Berwick, PA 18603

2. Name and address of Defendant(s) in the judgment:

JAMES KNORR AKA JAMES W. KNORR
c/o LAW OFFICES OF JOHN W. MCDANEL, ESQUIRE
107 Rear E. 2nd Street
Berwick, PA 18603

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815

PA DEPARTMENT OF REVENUE
BUREAU OF COMPLIANCE
P.O. BOX 281230
HARRISBURG, PA 17128-1230

PENNSYLVANIA DEPARTMENT OF LABOR & INDUSTRY
651 Boas Street
Harrisburg, PA 17121

AEGIS SECURITY INSURANCE COMPANY
2407 PARK DRIVE, SUITE 200
HARRISBURG, PA 17110

PA DEPARTMENT OF REVENUE
Dept. 280948
Harrisburg, PA 17128

Columbia Excavating LLC
7295 OLD BERWICK ROAD
BLOOMSBURG, PA 17815

AEGIS SECURITY INSURANCE COMPANY
C/O MICHAEL J. WILSON, ESQUIRE
113 IRON FURNACE COURT
LEWISBERRY, PA 17339

AEGIS SECURITY INSURANCE COMPANY
C/O SCOTT A. LEVIN, ESQUIRE
1617 JOHN F. KENNEDY BOULEVARD, SUITE 1500
PHILADELPHIA, PA 19103

ALLSTATE POWER VAC, INC. (D/B/A EQ INDUSTRIAL SERVICES, INC.)
1301 COMMERCE PARK DRIVE
WILLIAMSPORT, PA 17701

ALLSTATE POWER VAC, INC. (D/B/A EQ INDUSTRIAL SERVICES, INC.)
C/O BREM MOLDOVSKY, ESQUIRE
100 NORTH 18TH STREET, SUITE 300
PHILADELPHIA, PA 19103

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

THE UNION NATIONAL BANK OF MT. CARMEL
1 N. OAK STREET, P.O. BOX 367
MT. CARMEL, PA 17851

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

John W. McDanel Esq
107 Rear E. 2nd Street
Berwick, PA 18603

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

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

TENANTS/OCCUPANTS
6965 Chapin Road
Bloomsburg, PA 17815

US ATTORNEY GENERAL'S OFFICE, US DOJ
950 Pennsylvania Ave
NW
WASHINGTON, DC 20530

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

DATED: January 9, 2019



KML Law Group, P.C.
BY: Michelle Clarkson
Legal Assistant

KML Law Group, P.C.
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
ATTORNEY FOR PLAINTIFF

**M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY**
One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
(Mortgagor and Record Owner)
THE UNITED STATES OF AMERICA
Kim Stevens
6965 Chapin Road
Bloomsburg, PA 17815

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Columbia COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 2017-CV-1137

**CERTIFICATION AS TO COMPLIANCE WITH THE PENNSYLVANIA CASE
RECORDS PUBLIC ACCESS POLICY, SECTION 7.0 CONFIDENTIAL INFORMATION**

Plaintiff, by counsel, hereby certifies that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents and that confidential information and documents have been redacted in accordance with controlling privacy statutes and that confidential information is not required by law, ordered by the court or is not otherwise necessary to effect the disposition of this matter.

By: 

KML LAW GROUP, P.C.

Michael McKeever Pa. ID 56129

Lisa Lee Pa. ID 78020

David Fein Pa. ID 82628

Jill P. Jenkins Pa. ID 306588

Alyk L. Oflazian Pa. ID 312912

Michael J. Clark Pa. ID 202929

✓ Matthew K. Fissel Pa. ID 314567

Rebecca A. Solarz Pa. ID 315936

Nora C. Viggiano Pa. ID 320864

Lauren B. Karl Pa. ID 88209

Kevin G. McDonald Pa. ID 203783

Maria D. Miksich Pa. ID 319383

Brooke R. Waisbord Pa. ID 326432

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF COMPLIANCE
P.O. BOX 281230
HARRISBURG, PA 17128-1230

**PRIORITY CLAIM
FOR
SHERIFFS SALE**

Please Print or Type

EXECUTION NUMBER	SECOND EXECUTION NUMBER
2017CV1137 (01/30/19)	
DATE OF SALE	
01/30/2019	
AMOUNT	
\$67,703.49	

MR TIMOTHY T CHAMBERLAIN
SHERIFF OF COLUMBIA COUNTY
BOX 380

BLOOMSBURG

PA 17815

REVENUE ID	CORPORATION TAX
1000337574	\$0.00
EMPLOYER EIN	
23-3094919	\$14,902.18
SALES TAX LICENSE NUMBER	
-	\$0.00
SOCIAL SECURITY NUMBER	
XXX-XX-4205	\$52,801.31
INHERITANCE TAX FILE NUMBER	
-	\$0.00
OTHER TAX NUMBER	
-	\$0.00

DEFENDANT

JAMES KNORR AKA JAMES W KNORR

This statement is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes. This statement is made in accordance with 42 Pa. C.S.A. § 8151 and 72 P.S. § 1402 (Fiscal Code § 1402).

A. For the following taxes a priority in the distribution of the proceeds of the judicial sale should be made in accordance with the applicable provisions of the Tax Reform Code of 1971, 72 P.S. § 7101, et seq. Tax liens were filed with the Prothonotary of Columbia County.

- ☐ Sales and Use Tax, 72 P.S. § 7242
- ☒ Employer Withholding Tax, 72 P.S. § 7345
- ☒ Pennsylvania Personal Income Tax, 72 P.S. § 7345

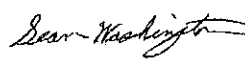

B. A Corporation tax lien is a first lien and is required to be paid out of the proceeds of the judicial sale before any pre-existing judgement, mortgage, or any other claim or lien against the corporation in accordance with 72 P.S. § 1401 (Fiscal Code § 1401).

- ☐ Corporation Taxes, 72 P.S. § 1401

STATEMENT OF ACCOUNT

Type of Tax	Settlement or Lien Date	Lien Number or Filing Period	Amount or Balance
Sales and Employer Tax	2/3/2011	2011-CV-213	\$14,902.18
Personal Income Tax	12/19/2017	2017-CV-1415	\$52,801.31
TOTAL:			\$67,703.49

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

WITNESS my hand and the seal of the Department of Revenue 20 day of, December 2018	DIRECTOR, BUREAU OF COMPLIANCE Sean Washington 
	SECRETARY OF REVENUE C. Daniel Hassell 

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
JAMES KNORR

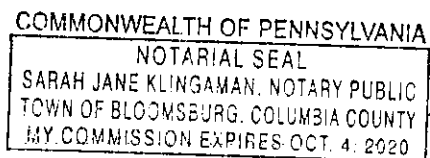
Case Number
2017CV1137

SHERIFF'S RETURN OF SERVICE

10/31/2018 05:45 PM - SHERIFF TIMOTHY T. CHAMBERLAIN, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: JAMES KNORR AT 7295 OLD BERWICK ROAD, BLOOMSBURG, PA 17815.


TIMOTHY T. CHAMBERLAIN, SHERIFF

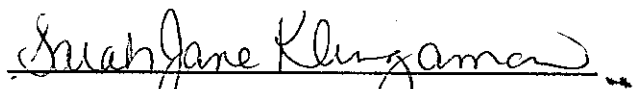
November 01, 2018



NOTARY

Affirmed and subscribed to before me this

1ST day of NOVEMBER, 2018



Plaintiff Attorney: KML LAW GROUP P.C., 701 MARKET STREET, PHILADELPHIA, PA 19106

(c) CountySuite Sheriff, Teleosoft, Inc.

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: JAMES KNORR

Primary Address: 6965 CHAPIN ROAD
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address: 7295 OLD BERWICK ROAD
BLOOMSBURG, PA 17815

Phone:

Final Service:

Served: Personally - Adult In Charge - Posted - Other

Adult In Charge:

Relation:

Date: 10/31/18

Time: 5:45

Deputy: 1

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:	10-17-18	11/10	L.C.			
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

1. 2/11/19 No In 10-10 or 10-11 - Never Showed

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

KNORR, JAMES

2017CV1137

6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: OCCUPANT

Primary Address: 6965 CHAPIN ROAD
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

Time:

Deputy:

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

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

OCCUPANT

2017CV1137

6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

KML Law Group, P.C.

Suite 5000 - BNY Independence Center
701 Market Street
Philadelphia, PA 19106-1532
(215) 627-1322
Attorney for Plaintiff

M&T BANK A/K/A MANUFACTURERS & TRADERS
TRUST COMPANY
One Fountain Plaza
Buffalo, NY 14203
Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
Mortgagor(s) and Record Owner(s)
6965 Chapin Road
Bloomsburg, PA 17815

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108
Defendant(s)

IN THE COURT OF COMMON PLEAS
of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Docket No. 2017-CV-1137

2018-ED-112

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: KNORR, JAMES
JAMES KNORR AKA JAMES W. KNORR
6965 Chapin Road
Bloomsburg, PA 17815

Your house at 6965 Chapin Road, Bloomsburg, PA 17815 is scheduled to be sold at Sheriff's Sale on Jan. 30th 2019, at 9:00 AM, in Sheriff's Office, Courthouse, Bloomsburg, PA to enforce the court judgment of \$167,517.57 obtained by M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY against you.

NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay to M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call: 215-825-6329 or 1-866-413-2311 or email homeretention@kmlawgroup.com (KML File Number 173325FC). Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Josh will be in 10-10-18

Serve To:

Name: COLUMBIA EXCAVATING

Primary Address: 7295 OLD BERWICK ROAD
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Judy Paulus

Relation:

Date:

10-17-18

Time:

1100

Deputy:

JK

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

COLUMBIA EXCAVATING

2017CV1137

7295 OLD BERWICK ROAD, BLOOMSBURG, PA 17815 NO EXPIRATION

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



71901140006000139769

AEGIS SECURITY INSURANCE COMPANY
SUITE 200
2407 PARK DRIVE
HARRISBURG PA 17110

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes:

SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: Linda J. Fedder

Primary Address: 6390 Third Street
Bloomsburg, PA 17815

Phone: 570-784-0219

DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: 10-3-18

Time: 3:24

Deputy: 2

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

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

FEDDER, LINDA J.

2017CV1137

6390 THIRD STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: Central Columbia SD

Primary Address: 4777 Old Berwick Road
Bloomsburg, PA 17815

Phone: 570-784-2850

DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge: AIXSON LIV ZIEY

Relation: receptionist

Date: 10-3-18

Time: 3:28

Deputy: 2

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

CENTRAL COLUMBIA SD

2017CV1137

4777 OLD BERWICK ROAD, BLOOMSBURG, PA 17815 NO EXPIRATION

PRESS ENTERPRISE

3185 Lackawanna Ave
Bloomsburg, PA 17815

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

Proof of Ad 09/27/18

Account:

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

Ad ID:	1149009
Description:	KNORR JAMES SHERIFF
SALE	
Run Dates:	01/09/19 to 01/23/19
Class:	2
Agate Lines:	282
Blind Box:	

Total Ad Cost	\$1,704.00
Amount Paid	\$0.00

<u>Publication</u>	<u>Start</u>	<u>Stop</u>	<u>Inserts</u>	<u>Cost</u>
Press Enterprise	01/09/19	01/23/19	3	\$1,704.00

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2017CV1137

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

WEDNESDAY, JANUARY 30, 2019 AT 9:00 O'CLOCK A.M.

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

ALL THAT CERTAIN Parcel or Lot of Land Situate in South Centre Township, Columbia County, Pennsylvania, Bounded And Described More Fully As Follows:
BEGINNING At A Railroad Spike In The Center Of Township Road 463, Said Spike Being Located South 81 Degrees 23 Minutes 52 Seconds West, 497.36 Feet From The Intersection Of Township Road 644 And Township Road 463; Thence Along The Lands Now Or Formerly Of Edwin A. Jr. And Alice C. Glenn, North 29 Degrees 11 Minutes 08 Seconds West, 1675.62 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 24 Degrees 00 Minutes 30 Seconds East, 180.79 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 00 Degrees 23 Minutes 30 Seconds East, 410.46 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 44 Degrees 00 Minutes 30 Seconds West, 280.29 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 66 Degrees 06 Minutes 15 Seconds West, 458.73 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 25 Degrees 10 Minutes 49 Seconds West, 16.17 Feet To A Stone Corner In Place On The Edge Of Township Road 644; Thence Along The Lands Now Or Formerly Of Joseph L. And Alice Ahsam North 62 Degrees 07 Minutes 56 Seconds East, 1672.67 Feet To A Concrete Monument; Thence Along The Lands Now Or Formerly Of Carl And Agnes Pfler And Ruth E. Chapin South 28 Degrees 24 Minutes 21 Seconds East, 25.45 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 63 Degrees 5 Minutes 00 Seconds West, 39.57 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 86 Degrees 27 Minutes 00 Seconds West, 426.25 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 52 Degrees 22 Minutes 02 Seconds West, 79.58 Feet To A Railroad Spike In Township Road 463; Thence Along The Lands Now Or Formerly Of John D. And Maxine Newk, North 26 Degrees 50 Minutes 00 Seconds West, 166 Feet To An Iron Pin In Place; Thence Along Said Newk's Land South 63 Degrees 42 Minutes 00 Seconds West, 200.95 Feet To An Iron Pin In Place; Thence Along Said Newk's Land South 72 Degrees 45 Minutes 00 Seconds West, 190 Feet To An Iron Pin In Place; Thence Along Said Newk's Land South 82 Degrees 10 Minutes And 00 Seconds West, 214.5 Feet To An Iron Pin In Place; Thence Along Said Newk's Land South 80 Degrees 20 Minutes 00 Seconds West, 101.55 Feet To An Iron Pin In Place; Thence Along Said Newk's Land North 7 Degrees 30 Minutes 00 Seconds West, 59.8 Feet To An Iron Pin In Place; Thence Along Said Newk's Land South 34 Degrees 11 Minutes 02 Seconds West, 259.36 Feet To An Iron Pin; Thence Along Said Newk's Land South 28 Degrees 40 Minutes 47 Seconds East, 461.44 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 South 42 Degrees 12 Minutes 00 Seconds West, 52.96 Feet To A Railroad Spike The Place Of Beginning, CONTAINING 81.110 Acres of Land. The Foregoing Description Is Based Upon A Survey Prepared By Orangeville Surveying Consultants Dated April 26, 1978, A Copy Of Which Is Hereto Attached, TOGETHER WITH THE SUBJECT To The Same Restrictions, Reservations, Conditions And Exceptions As Are Contained In Prior Deeds In Chain Of Title, EXCEPTING AND RESERVING Therefrom The Real Estate Transferred From Dera Development Corporations To Fred Weststrom And Ida Weststrom, His Wife, Consisting Of .92 Acres, By Deed Dated December 14, 1973, And Recorded In Deed Book Volume 265, Page 354, TAX 12-05-006-01,000 BEING KNOWN AS: 8965 Chapin Road, Bloomsburg, PA 17815.

PROPERTY ADDRESS: 6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 12-05-006-01,000 Shred and taken into execution to be sold as the property of JAMES KNORR in suit at M & T BANK, in County of Columbia, Pennsylvania, Inc. TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale. REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check. IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD. If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the Plaintiff.

Attorney for the Plaintiff:
KIMLAW GROUP, P.C.
PHILADELPHIA, PA

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Posting - Sale Bill

Zone:

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
SHERIFF'S SALE BILL

Serve To:

Name: (POSTING)

Primary Address: 6965 CHAPIN ROAD
BLOOMSBURG, PA 17815

Phone:

DOB:

Alternate Address:

Phone:

Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

Time:

Deputy:

Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:

Time:

Mileage:

Deputy:

Service Attempt Notes:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

2017CV1137

2017CV1137

6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff



Earl D. Mordan, Jr.
Chief Deputy

M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: JOHN W. MCDANEL LAW PRACTICE

Primary Address: 107 REAR E, SECOND STREET
P.O. BOX 381
BERWICK, PA 18603

Phone: DOB:

Alternate Address: → 35 West Main St.

Phone:

Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge: John McDanel

Relation: def

Date: 9/27/18 Time: 12:52

Deputy: #2 Mileage:

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

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

JOHN W. MCDANEL LAW I 2017CV1137 107 REAR E, SECOND STREET, P.O. BOX 381, BERWICK, NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 112

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 01/30/2019 AT 9:00 AM
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Serve To:

Name: Domestic Relations Office of Columbia Cou

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

Phone: **DOB:**

Alternate Address:

Phone:

Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge: Michelle Santor

Relation: Clerk

Date: 9-27-18 **Time:** 1020

Deputy: 11 **Mileage:**

Attorney / Originator:

Name: KML LAW GROUP, P.C.

Phone:

Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:					

Service Attempt Notes:

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

DOMESTIC RELATIONS OF 2017CV1137 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



M & T BANK
vs.
KNORR, JAMES

Case Number
2017CV1137

SERVICE COVER SHEET

Service Details:

Category:	Real Estate Sale - Sale Notice	Zone:	112
Manner:	< Not Specified >	Expires:	
Notes:	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		
Warrant:			

Serve To:

Name:	Columbia County Tax Office
Primary Address:	PO Box 380 Bloomsburg, PA 17815
Phone:	570-389-5649
DOB:	
Alternate Address:	
Phone:	

Final Service:

Served:	Personally · <u>Adult In Charge</u> · Posted · Other
Adult In Charge:	Liz Whitenight
Relation:	Tax Clerk
Date:	9-27-18
Time:	1020
Deputy:	10
Mileage:	

Attorney / Originator:

Name:	KML LAW GROUP, P.C.
--------------	---------------------

Phone:	
---------------	--

Service Attempts:

Date:						
Time:						
Mileage:						
Deputy:						

Service Attempt Notes:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

COLUMBIA COUNTY TAX C

2017CV1137

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2017CV1137

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

WEDNESDAY, JANUARY 30, 2019
AT 9:00 O'CLOCK A.M.

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

ALL THAT CERTAIN Parcel or Lot of Land Situate in South Centre Township, Columbia County, Pennsylvania, Bounded And Described More Fully As Follows:

BEGINNING At A Railroad Spike In The Center of Township Road 463, Said Spike Being Located South 61 Degrees 23 Minutes 52 Seconds West, 497.36 Feet From The Intersection Of Township Road 644 And Township Road 463; Thence Along The Lands Now Or Formerly Of Edwin A., Jr. And Alice C. Glenn, North 29 Degrees 11 Minutes 06 Seconds West, 1675.62 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 24 Degrees 00 Minutes 30 Seconds East, 180.79 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 00 Degrees 23 Minutes 30 Seconds East, 410.46 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 44 Degrees 00 Minutes 30 Seconds West, 280.29 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 66 Degrees 06 Minutes 15 Seconds West, 458.73 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 29 Degrees 10 Minutes 49 Seconds West, 16.17 Feet To A Stone Corner In Place On The Edge Of Township Road 644; Thence Along The Lands Now Or Formerly Of Joseph L. And Alice Ahearn North 62 Degrees 07 Minutes 56 Seconds East 1572.67 Feet To A Concrete Monument; Thence Along The Lands Now Or Formerly Of Carl And Agnes Pifer And Ruth E. Chapin South 29 Degrees 24 Minutes 21 Seconds East, 2545.41 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 63 Degrees 5 Minutes 00 Seconds West, 39.57 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 66 Degrees 27 Minutes 00 Seconds West, 426.25 Feet, To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 52 Degrees 22 Minutes 02 Seconds West, 79.59 Feet To A Railroad Spike In Township Road 463; Thence Along The Lands Now Or Formerly Of John O. And Maxine Nevil, North 26 Degrees 50 Minutes 00 Seconds West, 165 Feet To An Iron Pin In Place; Thence Along Said Nevil's Lands South 63 Degrees 42 Minutes 00 Seconds West, 200.95 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 72 Degrees 45 Minutes 00 Seconds West, 199 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 82 Degrees 00 Minutes And 00 Seconds West, 214.5 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 80 Degrees 20 Minutes 00 Seconds West, 107.55 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land North 7 Degrees 30 Minutes 00 Seconds West, 69.8 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 34 Degrees 11 Minutes 02 Seconds West, 359.36 Feet To An Iron Pin; Thence Along Said Nevil's Land South 28 Degrees 40 Minutes 47 Seconds East, 461.44 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 South 42 Degrees 12 Minutes 00 Seconds West, 52.96 Feet To A Railroad Spike The Place Of Beginning.

CONTAINING 81.110 Acres of Land. The Foregoing Description Is Based Upon A Survey Prepared By Orangeville Surveying Consultants Dated April 26, 1978, A Copy Of Which Is Hereto Attached.

TOGETHER WITH THE SUBJECT To The Same Restrictions, Reservations, Conditions And Exceptions As Are Contained In Prior Deeds In Chain Of Title.

EXCEPTING AND RESERVING Therefrom The Real Estate Transfer From Dara Development Corporations To Fred Wesstrom And Ida Wesstrom, His Wife, Consisting Of .92 Acre, By Deed Dated December 14, 1973, And Recorded In Deed Book Volume 265, Page 354.

TAX 12-05-006-01,000

BENG KNOWN AS: 6965 Chapin Road, Bloomsburg, PA 17815

PROPERTY ADDRESS: 6965 CHAPIN ROAD, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 12-05-006-01,000

Seized and taken into execution to be sold as the property of JAMES KNORR in suit of M & T BANK.

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

Attorney for the Plaintiff:
KML LAW GROUP, P.C.
PHILADELPHIA, PA

TIMOTHY T. CHAMBERLAIN, Sheriff
COLUMBIA COUNTY, Pennsylvania

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

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY
One Fountain Plaza
Buffalo, NY 14203

vs.

JAMES KNORR AKA JAMES W. KNORR
6965 Chapin Road
Bloomsburg, PA 17815

THE UNITED STATES OF AMERICA

Commonwealth of Pennsylvania:

County of Columbia

To the Sheriff of Columbia County, Pennsylvania

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

PREMISES: 6965 Chapin Road Bloomsburg, PA 17815

See Exhibit "A" attached

AMOUNT DUE

\$167,517.57

Interest From 4/7/2018
Through Date of Sale

(Costs to be added)

Dated:

9/26/2018

Barbara N. Jurek
Prothonotary, Common Pleas Court
of Columbia County, Pennsylvania

Deputy

Stephen J. Hayes

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

KML Law Group, P.C.
Suite 5000 -- BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY

One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
(Mortgagor(s) and Record Owner(s))

6965 Chapin Road
Bloomsburg, PA 17815

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2017-CV-1137

2018 - CV - 112

AFFIDAVIT PURSUANT TO RULE 3129

M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY, Plaintiff in the above action, by counsel, KML Law Group, P.C., sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

6965 Chapin Road
Bloomsburg, PA 17815

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

JAMES KNORR AKA JAMES W. KNORR
c/o LAW OFFICES OF JOHN W. MCDANEL, ESQUIRE
107 Rear E. 2nd Street
Berwick, PA 18603

2. Name and address of Defendant(s) in the judgment:

JAMES KNORR AKA JAMES W. KNORR
c/o LAW OFFICES OF JOHN W. MCDANEL, ESQUIRE
107 Rear E. 2nd Street
Berwick, PA 18603

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

- ✓ DOMESTIC RELATIONS OF COLUMBIA COUNTY
PO Box 380
Bloomsburg, PA 17815
- ✓ PA DEPARTMENT OF REVENUE
BUREAU OF COMPLIANCE
P.O. BOX 281230
HARRISBURG, PA 17128-1230
- ✓ PENNSYLVANIA DEPARTMENT OF LABOR & INDUSTRY
651 Boas Street
Harrisburg, PA 17121 ✓
- ✓ AEGIS SECURITY INSURANCE COMPANY
2407 PARK DRIVE, SUITE 200 ✓
HARRISBURG, PA 17110
- ✓ PA DEPARTMENT OF REVENUE
Dept. 280948 ✓
Harrisburg, PA 17128
- ✓ Columbia Excavating LLC
7295 OLD BERWICK ROAD ✕
BLOOMSBURG, PA 17815

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

✕ THE UNION NATIONAL BANK OF MT. CARMEL
1 N. OAK STREET, P.O. BOX 367
MT. CARMEL, PA 17851

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

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

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

- ✓ TENANTS/OCCUPANTS ✓
6965 Chapin Road
Bloomsburg, PA 17815
- ✓ US ATTORNEY GENERAL'S OFFICE, US DOJ
950 Pennsylvania Ave NW
WASHINGTON, DC 20530

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

DATED: 6/25/18

By: [Signature]
KML LAW GROUP, P.C.
____ Michael McKeever Pa. ID 56129
____ Lisa Lee Pa. ID 78020
____ David Fein Pa. ID 82628
____ Jill P. Jenkins Pa. ID 306588
____ Alyk L. Oflazian Pa. ID 312912
____ Matthew K. Fissel Pa. ID 314567
✕ _____ Rebecca A. Solarz Pa. ID 315936
____ Nora C. Viggiano Pa. ID 320864
____ Lauren B. Karl Pa. ID 88209
____ Kevin G. McDonald Pa. ID 203783
Attorneys for Plaintiff

12-05-006 - 01,000
South Centre

REAL ESTATE OUTLINE

ED # 2018 ED 112

DATE RECEIVED 9-26-18
DOCKET AND INDEX 2017 CV 1137

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>X</u>	
COPY OF DESCRIPTION	<u>X</u>	
WHEREABOUTS OF LKA	<u>X</u>	
NON-MILITARY AFFIDAVIT	<u> </u>	
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN	<u>X</u>	
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR	<u>X</u>	CK# <u>903334</u>

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

SALE DATE Jan. 30th TIME 9:00
POSTING DATE _____
ADV. DATES FOR NEWSPAPER 1ST WEEK _____
2ND WEEK _____
3RD WEEK _____

KML Law Group, P.C.
Suite 5000 - BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

M&T BANK A/K/A MANUFACTURERS & TRADERS
TRUST COMPANY
One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
Mortgagor(s) and Record Owner(s)
6965 Chapin Road
Bloomsburg, PA 17815

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Columbia County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2017-CV-1137

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 such 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.

By: _____

KML LAW GROUP, P.C.

Michael McKeever Pa. ID 56129

Lisa Lee Pa. ID 78020

David Fein Pa. ID 82628

Jill P. Jenkins Pa. ID 306588

Alyk L. Ofiazian Pa. ID 312912

Matthew K. Fissel Pa. ID 314567

✓ Rebecca A. Solarz Pa. ID 315936

Nora C. Viggiano Pa. ID 320864

Lauren B. Karl Pa. ID 88209

Kevin G. McDonald Pa. ID 203783

Matthew J. McClelland Pa. ID 319482

Attorneys for Plaintiff

ALL THAT CERTAIN Parcel or Lot of Land Situate in South Centre Township, Columbia County, Pennsylvania, Bounded And Described More Fully As Follows:

BEGINNING At A Railroad Spike In The Center of Township Road 463, Said Spike Being Located South 61 Degrees 23 Minutes 52 Seconds West, 497.36 Feet From The Intersection Of Township Road 644 And Township Road 463; Thence Along The Lands Now Or Formerly Of Edwin A., Jr. And Alice C. Glenn, North 29 Degrees 11 Minutes 06 Seconds West, 1675.62 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 24 Degrees 00 Minutes 30 Seconds East, 180.79 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 North 00 Degrees 23 Minutes 30 Seconds East, 410.46 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 44 Degrees 00 Minutes 30 Seconds West, 280.29 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 66 Degrees 06 Minutes 15 Seconds West, 458.73 Feet To A Railroad Spike In Township Road 644; Thence Along Township Road 644 North 29 Degrees 10 Minutes 49 Seconds West, 16.17 Feet To A Stone Corner In Place On The Edge Of Township Road 644; Thence Along The Lands Now Or Formerly Of Joseph L. And Alice Ahearn North 62 Degrees 07 Minutes 56 Seconds East 1572.67 Feet To A Concrete Monument; Thence Along The Lands Now Or Formerly Of Carl And Agnes Pifer And Ruth E. Chapin South 29 Degrees 24 Minutes 21 Seconds East, 2545.41 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 63 Degrees 5 Minutes 00 Seconds West, 39.57 Feet To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 66 Degrees 27 Minutes 00 Seconds West, 426.25 Feet, To A Railroad Spike In Township Road 463; Thence Along Township Road 463 South 52 Degrees 22 Minutes 02 Seconds West, 79.59 Feet To A Railroad Spike In Township Road 463; Thence Along The Lands Now Or Formerly Of John O. And Maxine Nevil, North 26 Degrees 50 Minutes 00 Seconds West, 165 Feet To An Iron Pin In Place; Thence Along Said Nevil's Lands South 63 Degrees 42 Minutes 00 Seconds West, 200.95 Feet To An Iron Pin In Place, Thence Along Said Nevil's Land South 72 Degrees 45 Minutes 00 Seconds West, 199 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 82 Degrees 00 Minutes And 00 Seconds West, 214.5 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 80 Degrees 20 Minutes 00 Seconds West, 107.55 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land North 7 Degrees 30 Minutes 00 Seconds West, 69.8 Feet To An Iron Pin In Place; Thence Along Said Nevil's Land South 34 Degrees 11 Minutes 02 Seconds West, 359.36 Feet To An Iron Pin; Thence Along Said Nevil's Land South 28 Degrees 40 Minutes 47 Seconds East, 461.44 Feet To A Railroad Spike In The Center Of Township Road 644; Thence Along Township Road 644 South 42 Degrees 12 Minutes 00 Seconds West, 52.96 Feet To A Railroad Spike The Place Of Beginning.

CONTAINING 81.110 Acres of Land. The Foregoing Description Is Based Upon A Survey Prepared By Orangeville Surveying Consultants Dated April 26, 1978, A Copy Of Which Is Hereto Attached.

TOGETHER WITH THE SUBJECT To The Same Restrictions, Reservations, Conditions And Exceptions As Are Contained In Prior Deeds In Chain Of Title.

EXCEPTING AND RESERVING Therefrom The Real Estate Transfer From Dara Development Corporations To Fred Wesstrom And Ida Wesstrom, His Wife, Consisting Of .92 Acre, By Deed Dated December 14, 1973, And Recorded In Deed Book Volume 265, Page 354.

TAX ID# 12-05-006-01,000

BEING KNOWN AS: 6965 Chapin Road, Bloomsburg, PA 17815

KML Law Group, P.C.
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
ATTORNEY FOR PLAINTIFF

M&T BANK A/K/A MANUFACTURERS &
TRADERS TRUST COMPANY
One Fountain Plaza
Buffalo, NY 14203

Plaintiff

vs.

JAMES KNORR AKA JAMES W. KNORR
Mortgagor(s) and Record Owner(s)
6965 Chapin Road
Bloomsburg, PA 17815

THE UNITED STATES OF AMERICA
Harrisburg Federal Building & Courthouse
228 Walnut Street, Suite 220
Harrisburg, PA 17108

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Columbia COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 2017-CV-1137

**CERTIFICATION AS TO COMPLIANCE WITH THE PENNSYLVANIA CASE
RECORDS PUBLIC ACCESS POLICY, SECTION 7.0 CONFIDENTIAL INFORMATION**

Plaintiff, by counsel, hereby certifies that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents and that confidential information and documents have been redacted in accordance with controlling privacy statutes and that confidential information is not required by law, ordered by the court or is not otherwise necessary to effect the disposition of this matter.

By: _____

KML LAW GROUP, P.C.

____ Michael McKeever Pa. ID 56129

____ Lisa Lee Pa. ID 78020

____ David Fein Pa. ID 82628

____ Jill P. Jenkins Pa. ID 306588

____ Alyk L. Oflazian Pa. ID 312912

____ Michael J. Clark Pa. ID 202929

____ Matthew K. Fissel Pa. ID 314567

☒ Rebecca A. Solarz Pa. ID 315936

____ Nora C. Viggiano Pa. ID 320864

____ Lauren B. Karl Pa. ID 88209

____ Kevin G. McDonald Pa. ID 203783

____ Maria D. Miksich Pa. ID 319383

Attorneys for Plaintiff

KML LAW GROUP, P.C.
SUITE 5000
BNY MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
WWW.KMLLAWGROUP.COM
(215) 627-1322
FAX (215) 627-7734

September 24, 2018
Docket #2017-CV-1137

ATTENTION: COLUMBIA COUNTY SHERIFF

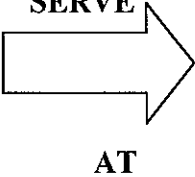
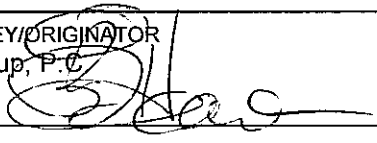
We would like to bring to your attention that defendant(s):

JAMES KNORR AKA JAMES W. KNORR will be personally served notice of Sheriff's Sale by an outside process server.

Thank you,

JUDGMENT DEPARTMENT
KML LAW GROUP, P.C.
Main - (215) 627-1322
Fax - (215) 627-7734

SHERIFF'S DEPARTMENT COLUMBIA COUNTY

SHERIFF SERVICE INSTRUCTIONS			
PLAINTIFF/S/ M&T BANK A/K/A MANUFACTURERS & TRADERS TRUST COMPANY		COURT NUMBER 2017-CV-1137	
DEFENDANT/S/ JAMES KNORR AKA JAMES W. KNORR		TYPE OF <u>WRIT</u> OR COMPLAINT EXECUTION	
SERVE  AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE JAMES KNORR AKA JAMES W. KNORR		
	ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 6965 Chapin Road, Bloomsburg, PA 17815		
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: PLEASE POST HANDBILL			
SIGNATURE OF ATTORNEY/ORIGINATOR KML Law Group, P.C. 		TELEPHONE NUMBER (215) 825-6320	DATE September 24, 2018
ADDRESS OF ATTORNEY KML Law Group, P.C. Suite 5000 – Mellon Independence Center 701 Market Street Philadelphia, PA 19106			

Document Receipt

Trans #	14252	Carrier / service:	USPS Server	First-Class Mail®	9/27/2018 12:00:00 AM
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Ship to:

THE UNION NATIONAL BANK OF MT
CARMEL

1 N. OAK STREET P.O. BOX 367

Tracking #: 71901140006000139776

Doc Ref #: 2018ED112

Postage 5.4200

MT CARMEL PA 17851

Document Receipt

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THE UNION NATIONAL BANK OF MT
CARMEL

1 N. OAK STREET P.O. BOX 367

Tracking #: 71901140006000139776

Doc Ref #: 2018ED112

Postage 5.4200

MT CARMEL PA 17851

Document Receipt

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Ship to:

US ATTORNEY GENERAL OFFICE

US DOJ

950 PENNSYLVANIA AVE NW

Tracking #: 71901140006000139783

Doc Ref #: 2018ED112

Postage 5.4200

WASHINGTON DC 20530

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PA DEPT OF LABOR & INDUSTRY

651 BOAS STREET

Tracking #: 71901140006000139752

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17121

Document Receipt

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Ship to:

PA DEPT OF LABOR & INDUSTRY

651 BOAS STREET

Tracking #: 71901140006000139752

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17121

Document Receipt

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OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC
WELFARE

PO BOX 8016

Tracking #: 71901140006000139714

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Postage 5 4200

HARRISBURG PA 17105

Document Receipt

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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC
WELFARE

PO BOX 8016

Tracking #: 71901140006000139714

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17105

Document Receipt

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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000139707

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17128

Document Receipt

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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000139707

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17128

Document Receipt

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Ship to:

AEGIS SECURITY INSURANCE
COMPANYSUITE 200
2407 PARK DRIVE

HARRISBURG PA 17110

Tracking #: 71901140006000139769

Doc Ref #: 2018ED112

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Ship to:

PA DEPT OF LABOR & INDUSTRY

651 BOAS STREET

Tracking #: 71901140006000139752

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17121

Document Receipt

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Ship to:

PA DEPT OF LABOR & INDUSTRY

651 BOAS STREET

Tracking #: 71901140006000139752

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17121

Document Receipt

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Ship to:

THE UNITED STATES OF AMERICA

HARRISBURG FEDERAL
BUILDING & COURTHOUSE

228 WALNUT STREET

Tracking #: 71901140006000139745

SUITE 220

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17108

Document Receipt

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Ship to:

THE UNITED STATES OF AMERICA

HARRISBURG FEDERAL
BUILDING & COURTHOUSE

228 WALNUT STREET

SUITE 220

Tracking #: 71901140006000139745

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17108

Document Receipt

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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000139738

Doc Ref #: 2018ED112

Postage 5.4200

PHILADELPHIA PA 19106

Document Receipt

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Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS
ADMINISTRATION1150 FIRST AVENUE
SUITE 1001

Tracking #:	71901140006000139721
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KING OF
PRUSSIA PA 19406

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Ship to:

COMMONWEALTH OF PA

DEPT OF WELFARE

PO BOX 2675

Tracking #: 71901140006000139691

Doc Ref #: 2018ED112

Postage 5.4200

HARRISBURG PA 17105

KML LAW GROUP, P.C.

SUITE 5000
701 MARKET ST. PHILADELPHIA, PA 19106
(215) 627-1322 info@kmlawgroup.com

FIRSTRUST

800.220.BANK / firstrust.com

3-7380/2360

903334

September 25, 2018

PAY TO THE
ORDER OF Sheriff of Columbia County

One Thousand Three Hundred And Fifty And 00 / 100

Sheriff's Office 100 North Main Street Floor B2
Doylestown, PA 18901

MEMO KNORR; 173325FC

\$ 1350.00

DOLLARS

MORTGAGE CASH ACCOUNT VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE



[Handwritten Signature]



Security features. Details on back.

⑈00903334⑈ ⑆23607380⑆ 80 00082795⑈