

**COLUMBIA COUNTY SHERIFF'S OFFICE**  
SHERIFF'S REAL ESTATE FINAL COST SHEET

FIRST COLUMBIA BANK & TRUST CO VS DAVID PITCHFORD

NO. 156-2018 ED

NO. 626-2018 JD

DATE/TIME OF SALE: JANUARY 30, 2019 @ 9:00 AM

BID PRICE (INCLUDES COST) \$ 13588.00

POUNDAGE - 2% OF BID \$ 271.76

TRANSFER TAX - 2% OF FAIR MKT \$ 7


MISC. COSTS \$ —

TOTAL AMOUNT NEEDED TO PURCHASE \$ 13859.76

PURCHASER(S): First Columbia Bank & Trust Co.

ADDRESS: 232 East Street Bloomsburg, PA 17815

NAMES(S) ON DEED: First Columbia Bank & Trust Co.

PURCHASER(S) SIGNATURE(S): 

TOTAL DUE: \$ 13859.76

LESS DEPOSIT: \$ 1356.00

DOWN PAYMENT: \$                     

TOTAL DUE IN 8 DAYS \$ 12509.76

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



<u><b>Plaintiff</b></u>	<b>vs.</b>	<u><b>Defendant</b></u>
FIRST COLUMBIA BANK & TRUST CO		DAVID PITCHFORD

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

**Sheriff's Sale Date:** Wednesday, January 30, 2019  
**Writ of Execution No. :** 2018CV626  
**Advance Sheriff Costs:** \$1,350.00

**Location of the real estate:** 205-207 WIRT STREET, BLOOMSBURG, PA 17815

## Sheriff Costs

Advertising Sale (Newspaper)	\$15.00
Advertising Sale Bills & Copies	\$17.50
Crying Sale	\$10.00
Docketing	\$15.00
Levy	\$15.00
Mailing Costs	\$30.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$1,254.00
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$100.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$180.00
Service Mileage	\$6.00
Distribution Form	\$25.00
Copies	\$6.00
Notary Fee	\$10.00
Surcharge	\$130.00
Other	\$28.45

YORK COUNTY

**Total Sheriff Costs** **\$2,076.95**

## Municipal Costs

Delinquent Taxes	\$8,110.40
Sewer	\$3,327.90

**Total Municipal Costs** **\$11,438.30**

## Distribution Costs

Recording Fees	\$72.75
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**Total Distribution Costs** **\$72.75**

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**Grand Total:** **\$13,588.00**

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

**COLUMBIA COUNTY REGISTER AND RECORDER  
RECEIPT**

Inv Number: 228532	Invoice Date: 04/01/2019 9:28:02 AM	RECEIPT	Reg/Drw ID: 0101
Customer: SHERIFF	Last Change:	Receipt By: WALK-IN	By: TSA

Chg #	Charge / Payment / Fee Description	Amount	Inst # / Inst Date	Municipality
1	DEED	\$72.75	201902214	BLOOMSBURG TOWN
	Grantor - PITCHFORD, DAVID W		04/01/19 9:28:04 AM	OF
	Grantee - FIRST COLUMBIA BANK & TRUST CO			
	Consideration - \$13,859.76			
	Tax Basis - \$0.00			
	Return Via - MAIL			
	Fees Summary:			
	STATE WRIT TAX	\$0.50		
	JCS/ACCESS TO JUSTICE	\$40.25		
	AFFORDABLE HOUSING	\$13.50		
	RECORDING FEES - RECORDER	\$13.50		
	RECORDER IMPROVEMENT FUND	\$3.00		
	COUNTY IMPROVEMENT FUND	\$2.00		
	Inst Info: SHERIFF'S DEED			
	TOTAL CHARGES	\$72.75		
	PAYMENTS			
	CHECK: 8525 - SHERIFF	\$72.75		
	TOTAL PAYMENTS	\$72.75		
	AMOUNT DUE	\$72.75		
	PAYMENT ON INVOICE	(\$72.75)		
	BALANCE DUE ON INVOICE	\$0.00		

103440



232 EAST STREET  
BLOOMSBURG, PA 17815



Member FDIC  
Check Fraud  
Protection for Business

PAY

\*\*\*\*\* TWELVE THOUSAND FIVE HUNDRED NINE AND 76/100

TO THE  
ORDER OF

DATE  
01/30/2019

AMOUNT  
\$12,509.76

Columbia County Sheriff

*Shan A. Roche*

AUTHORIZED SIGNATURE

MEMO

⑈ 103440⑈ ⑆031305936⑆ 018⑈529⑈9⑈

Security features. Details on back.

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

DATE: 28-JAN-19

FEE: \$5.00

CERT. NO33610

PITCHFORD DAVID W  
4070 W MARKET ST  
YORK PA 17408

DISTRICT: TOWN OF BLOOMSBURG  
DEED 0257-0875  
LOCATION: 205 WIRT ST BLOOMSBURG  
PARCEL: 05E-09 -002-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING	COSTS	TOTAL AMOUNT DUE
2016	PRIM	2,895.97	16.75		0.00	2,912.72
2017	PRIM	2,534.23	17.13		0.00	2,551.36
2018	PRIM	2,621.77	19.55		0.00	2,641.32
TOTAL DUE :						\$8,105.40

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, 2018

REQUESTED BY:

COLUMBIA COUNTY SHERIFF

# SHERIFF'S SALE COST SHEET

18-626

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

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$180.00	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$30.00	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$6.00	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$6.00	
NOTARY	\$10.00	
TOTAL *****		\$404.50

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$1254.00	
SOLICITOR'S SERVICES	\$100.00	
TOTAL *****		\$1504.00

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$72.75	
TOTAL *****		\$82.75

REAL ESTATE TAXES:		
BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$5469.08	
TOTAL *****		\$5469.08

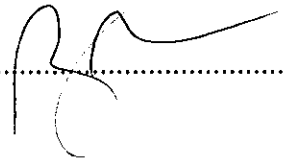
MUNICIPAL FEES DUE:		
SEWER 20	\$3327.90	
WATER 20	\$	
TOTAL *****		\$3327.90

SURCHARGE FEE (DSTE)	\$130.00	
MISC. <u>965126</u>	\$28.45	
TOTAL *****		\$28.45

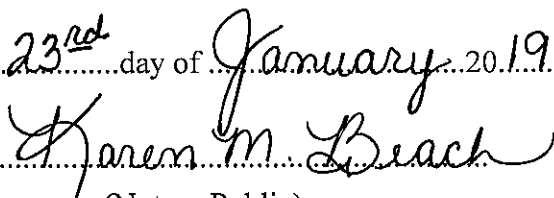
TOTAL COSTS (OPENING BID) \$10946.68

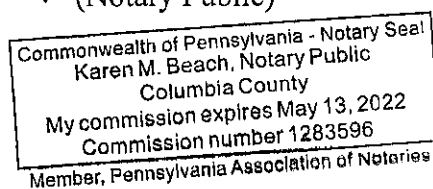
STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

Paula J. Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice January 9, 16, 23, 2019 and that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....  


Sworn and subscribed to before me this 23<sup>rd</sup> day of January 2019...

.....  
  
(Notary Public)



And now,....., 20....., I hereby certify that the advertising and publication charges amounting to \$.....for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

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. NO33597

PITCHFORD DAVID W  
4070 W MARKET ST  
YORK PA 17408

DISTRICT: TOWN OF BLOOMSBURG  
DEED 0257-0875  
LOCATION: 205 WIRT ST BLOOMSBURG  
PARCEL: 05E-09 -002-00,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING-COSTS	TOTAL AMOUNT DUE
2016	PRIM	2,895.97	16.75	0.00	2,912.72
2017	PRIM	2,534.23	17.13	0.00	2,551.36
TOTAL DUE :					\$5,464.08

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**



# Municipal Authority of the Town of Bloomsburg

1000 Market Street, Suite 9  
Bloomsburg, PA 17815  
Phone: 570.784.5422  
Fax: 570.204.3647

January 9, 2018

Tim Chamberlain  
Sheriff of Columbia County  
Columbia County Court House  
PO Box 380  
Bloomsburg, PA 17815

RE: David Pitchford  
205-207 Wirt Street  
Bloomsburg, PA 17815

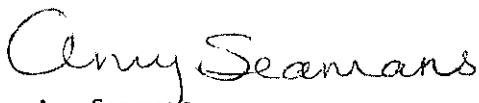
DOCKET NO. 2018-CV-626

Dear Sheriff Chamberlain:

The Bloomsburg Municipal Authority has been informed that the referenced property is scheduled for a Sheriff sale on 01/30/19. The Authority would like to inform your office that it holds a claim against this property for unpaid sewer in the amount of **\$3,327.90**.

If you require any further information, please contact me at 570-784-5422, 2 or [aseamans@bloomsburgma.org](mailto:aseamans@bloomsburgma.org).

Sincerely,



Amy Seamans  
Billing and Collections Director

FIRST COLUMBIA BANK & TRUST CO.  
vs.  
DAVID W. PITCHFORD (et al.)

Case Number  
2018-CV-626

### CIVIL ACTION REQUEST LEDGER

<i>DATE</i>	<i>CATEGORY</i>	<i>MEMO</i>	<i>CHK #</i>	<i>DEBIT</i>	<i>CREDIT</i>
12/12/2018	Advance Fee	Advance Fee	8389	\$0.00	\$150.00
12/14/2018	Service Mileage			\$5.45	\$0.00
12/18/2018	Notary Fee			\$5.00	\$0.00
12/18/2018	Service Costs			\$18.00	\$0.00
12/18/2018	Refund	(PAID 12/18/2018)	131456	\$121.55	\$0.00
				<b>\$150.00</b>	<b>\$150.00</b>
				<b>TOTAL BALANCE: \$0.00</b>	

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# SHERIFF'S OFFICE OF YORK COUNTY

Richard P Keuerleber  
Sheriff



Christopher A. Ferro, Esq.  
Solicitor

Michael S. Hose  
Chief Deputy, Operations

Richard E Rice, II  
Chief Deputy, Administration

FIRST COLUMBIA BANK & TRUST CO.  
vs.  
DAVID W. PITCHFORD (et al.)

Case Number  
2018-CV-626

## SHERIFF'S RETURN OF SERVICE

12/14/2018 12:29 PM - DEPUTY MICHAEL DONOVAN, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED WRIT OF EXECUTION, WRIT OF EXECUTION NOTICE, NOTICE OF SHERIFF'S SALE OF REAL ESTATE, BY HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE SARA AGERTON GUARDIAN, WHO ACCEPTED AS "ADULT PERSON IN CHARGE" FOR DAVID W. PITCHFORD AT 4070 WEST MARKET STREET, YORK, PA 17408.

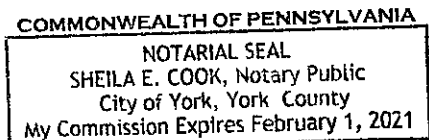
  
MICHAEL DONOVAN, DEPUTY

SHERIFF COST: \$28.45

SO ANSWERS,

December 18, 2018

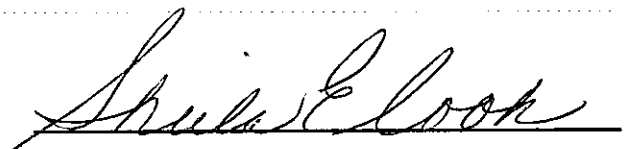
  
RICHARD P KEUERLEBER, SHERIFF



NOTARY

Affirmed and subscribed to before me this

18TH day of DECEMBER, 2018



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	154
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	12-27-18
<b>Notes:</b>	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS  York County Cost \$150.00		

### Serve To:

<b>Name:</b>	DAVID PITCHFORD
<b>Primary Address:</b>	4070 WEST MARKET STREET YORK, PA 17408
<b>Phone:</b>	<b>DOB:</b>
<b>Alternate Address:</b>	
<b>Phone:</b>	

### Final Service:

<b>Served:</b>	Personally · Adult In Charge · Posted · Other		
<b>Adult In Charge:</b>			
<b>Relation:</b>			
<b>Date:</b>		<b>Time:</b>	
<b>Deputy:</b>		<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
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### Service Attempts:

<b>Date:</b>						
<b>Time:</b>						
<b>Mileage:</b>						
<b>Deputy:</b>						

### Notes / Special Instructions:

Now, November 28, 2018 I, Sheriff of Columbia County, Pennsylvania do hereby deputize the Sheriff of York County to execute service of the documents herewith and make return thereof according to law.

### Return To:

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

*Timothy T. Chamberlain*

TIMOTHY T. CHAMBERLAIN, SHERIFF

PITCHFORD, DAVID

2018CV626

4070 WEST MARKET STREET, YORK, PA 17408

NO EXPIRATION

IN THE COURT OF COMMON PLEAS - MONTOUR COUNTY  
ORPHANS' COURT

IN RE: DAVID PITCHFORD,  
An Alleged Incapacitated Person

O.C. No. 56-2017

2018 APR -5 PM 11:12

**FINAL DECREE**  
**ADJUDICATION OF TOTAL INCAPACITATION AND**  
**APPOINTMENT OF PERMANENT GUARDIAN OF THE PERSON AND ESTATE**

AND NOW, this 6<sup>th</sup> day of April, 2018, based upon the evidence received and the record, this Court finds, by clear and convincing evidence, that DAVID PITCHFORD is Adjudged a Totally Incapacitated Person.

The Court finds that DAVID PITCHFORD suffers from Respiratory Failure, Anemia, Pneumonia, and End Stage Renal Disease, among other physical ailments, which totally impair his capacity to receive and evaluate information effectively and to make and communicate decisions regarding the management of his personal and financial affairs.

*Elder Healthcare Solutions, LLC*, by and through its President, Melinda Bixler, located at 2527 Queen Street, York, York County, Pennsylvania 17402, is appointed Permanent Plenary Guardian of the Person and Estate of DAVID PITCHFORD. The Guardian shall not post a Court-Approved bond.

The Estate of DAVID PITCHFORD shall pay *Elder Healthcare Solutions, LLC*, in accordance with the Long-Term Handbook reissued March 2016, citing Operations

CERTIFIED A TRUE  
AND CORRECT COPY  
THIS 19<sup>th</sup> DAY OF April 20 18  
SUSAN M. KAUWELL  
CLERK OF ORPHAN'S COURT  
MONTOUR COUNTY

x Mary T. Galeski, Deputy

Memorandum- Medical Assistance OPS 020407-Annuities and Guardian Fees issued April 2, 2004. *Elder Healthcare Solutions, LLC*, shall be paid a fee of \$100.00 per month for its services and said fee shall be an allowable deduction when determining contribution towards the cost of care.

The Permanent Plenary Guardian of the Person shall have authority to consent to the general care, maintenance and custody of DAVID PITCHFORD, without exception. The Permanent Plenary Guardian of the Person shall assure that DAVID PITCHFORD receives appropriate services and shall assist him in developing self-reliance and independence.

The Permanent Plenary Guardian of the Estate shall have the authority to marshal all of DAVID PITCHFORD'S income and assets, pay his bills and manage his financial affairs as fully as he could do so himself if he had not been adjudged incapacitated.

If there is a safe deposit box in the name of the incapacitated person alone or in the names of the incapacitated person and another or others, said safe deposit box shall not be entered by the Guardian except in the presence of a representative of the financial institution where the box is located or in the presence of a representative of the Orphans' Court Division. The representative present at the time of entry shall make or cause to be made a record of the incapacitated person's property, and said record shall be filed with the Clerk of the Orphans' Court Division. None of the incapacitated person's property may be removed until after the aforesaid inventory is completed.

If the safe deposit box is jointly owned, five (5) days notice of the proposed entry shall be given to the other owners by the Guardian.

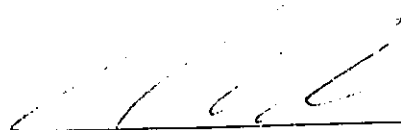
An Inventory must be filed no later than \_\_\_\_\_. A report by the Guardian of the Person and Estate shall be filed by \_\_\_\_\_ and annually thereafter.

Within sixty (60) days of the death of the incapacitated person or an adjudication of capacity and modification of existing orders, the Guardian of the Estate shall file a final report with the Court in the form prescribed for accounts and shall cover the period from the date of the appointment of the Guardian of the Estate to the date of death of the incapacitated person or the adjudication of capacity.

If DAVID PITCHFORD was not present at this hearing, then Geisinger Medical Center shall serve upon and read to DAVID PITCHFORD the Statement of Rights.

The aforementioned judicial determinations have taken into consideration the matters required by 20 Pa. C.S. § 5512.1. The Court's findings of fact and conclusions of law have been placed on the record at the evidentiary hearing.

**BY THE COURT:**

  
\_\_\_\_\_  
JAMES, P.J.

# SHERIFF'S OFFICE OF YORK COUNTY

Richard P Keuerleber  
Sheriff



Christopher A. Ferro, Esq.  
Solicitor

Michael S. Hose  
Chief Deputy, Operations

Richard E Rice, II  
Chief Deputy, Administration

FIRST COLUMBIA BANK & TRUST CO.  
vs.  
DAVID W. PITCHFORD (et al.)

Case Number  
2018-CV-626



case

## DEPOSIT RECEIPT



ledger

Printed: 12/12/2018 1:45:39PM

Receipt No: 123282

Date: 12/12/2018

Type: Civil Action

Paid By: COLUMBIA COUNTY SHERIFF OFFICE

<u>Check No:</u>	<u>Check Date:</u>	<u>Description:</u>	<u>Deposit Amount:</u>
8389	11/28/2018	Advance Fee	\$150.00

Mail To: COLUMBIA COUNTY SHERIFF OFFICE

Origin: Foreign County Columbia

Received by: SEC

York County Sheriff, 45 NORTH GEORGE STREET, York, Pennsylvania, 17401, (717) 771-9601, (717) 771-4631 (fax)

(c) CountySure Sheriff, Teleosoft, Inc.



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
DAVID PITCHFORD

Case Number  
2018CV626

## SHERIFF'S RETURN OF SERVICE

12/13/2018 02:55 PM - DEPUTY JESSICA SURKIN, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 205-207 WIRT STREET, BLOOMSBURG, PA 17815.

  
JESSICA SURKIN, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

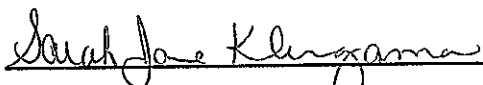
December 14, 2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SARAH JANE KLINGAMAN, NOTARY PUBLIC  
TOWN OF BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES OCT. 4, 2020

NOTARY

Affirmed and subscribed to before me this

14TH day of DECEMBER, 2018



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

(c) CountySuite Sheriff, Teleosoft, Inc.

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## 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:** 205-207 WIRT STREET  
BLOOMSBURG, PA 17815

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

**Alternate Address:**

**Phone:**

**Final Service:**

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

**Adult In Charge:**

**Relation:**

**Date:**

12/13/18

**Time:**

2:55p

**Deputy:**

8

**Mileage:**

**Attorney / Originator:**

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

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

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**


**Service Attempt Notes:**

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

(POSTING)

2018CV626

205-207 WIRT STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	154
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	
<b>Notes:</b>	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

### Serve To:

<b>Name:</b>	Mary F. Ward
<b>Primary Address:</b>	301 E Second Street, Town Hall Bloomsburg, PA 17816
<b>Phone:</b>	570-784-1581 <b>DOB:</b>
<b>Alternate Address:</b>	
<b>Phone:</b>	

### Final Service:

<b>Served:</b>	Personally · <u>Adult In Charge</u> · Posted · Other
<b>Adult In Charge:</b>	Jessica Graham
<b>Relation:</b>	Receptionist
<b>Date:</b>	12/10/18
<b>Time:</b>	10:56
<b>Deputy:</b>	7
<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
--	------------------------------

### Service Attempts:

<b>Date:</b>						
<b>Time:</b>						
<b>Mileage:</b>						
<b>Deputy:</b>						

### Service Attempt Notes:

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

WARD, MARY F.

2018CV626

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

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	164
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	
<b>Notes:</b>	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

### Serve To:

<b>Name:</b>	BLOOMSBURG MUNICIPAL AUTHORITY
<b>Primary Address:</b>	301 E 2ND STREET BLOOMSBURG, PA 17815
<b>Phone:</b>	DOB:
<b>Alternate Address:</b>	1000 Market Street suite 9 Bloombsburg, PA 17814
<b>Phone:</b>	Served at

### Final Service:

<b>Served:</b>	Personally <u>Adult In Charge</u> · Posted · Other
<b>Adult In Charge:</b>	Amy Seaman
<b>Relation:</b>	Billing
<b>Date:</b>	10/10/19
<b>Time:</b>	11:05
<b>Deputy:</b>	7
<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
--	------------------------------

### Service Attempts:

<b>Date:</b>					
<b>Time:</b>					
<b>Mileage:</b>					
<b>Deputy:</b>					

### Service Attempt Notes:

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

BLOOMSBURG MUNICIPAL

2018CV626

301 E 2ND STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Expires:

Zone:

154

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: BLOOMSBURG RECYCLING CENTER

Primary Address: 901 PATTERSON DRIVE  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally Adult In Charge · Posted · Other

Adult In Charge: Charles Fritz

Relation: Director

Date: 12/10

Time: 10:32

Deputy: 7

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
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6. \_\_\_\_\_

BLOOMSBURG RECYCLING CENTER

2018CV626

901 PATTERSON DRIVE, 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 12/04/18

Account:

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

Ad ID: 1154684  
Description: DAVID PITCHFORD SALE  
Run Dates: 12/09/18 to 12/23/18  
Class: 2  
Agate Lines: 207  
Blind Box:

Total Ad Cost \$1,254.00  
Amount Paid \$0.00

Publication	Start	Stop	Inserts	Cost
Press Enterprise	12/09/18	12/23/18	3	\$1,254.00

## SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2018CV626

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 real estate situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of a two-story frame bungalow and eight (8) lots, bounded and described as follows:

TRACT NO. 1: (Known as 207 Wirt street)

ALL THOSE CERTAIN pieces, parcels and lots of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania being

Lots 32, 33, 34 and 35 in Block 9 and as shown upon general plan laid out by the Inter-Burban Realty Co. k/a "Glen Heights" whereon is erected a two-story frame bungalow.

TRACT NO. 2: (Known as 205 Wirt Street)

Treasurers Deed from Rollin R. Bower, Treasurer to Boyd H. Shaffer for four (4) building lots situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of four (4) lots in Block 9, being Lots 28, 29, 30 and 31.

BEING the same premises which Estate of Hazel R. Pitchford by David W. Pitchford and Gale R. Pitchford, co-executors, by deed

dated August 7, 1992 and recorded with the Register and Recorder of Columbia County on September 29, 1992, to Columbia County Record Book 513, Page 579, granted and conveyed unto David W. Pitchford.

PROPERTY ADDRESS: 205-207 Wirt Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a two-story frame bungalow.

TAX PARCEL NUMBER: 05E-09-00200

PROPERTY ADDRESS: 205-207 WIRT STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-09-00200

Seized and taken into execution to be sold as the property of DAVID PITCHFORD in suit of FIRST COLUMBIA BANK & TRUST CO.

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

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

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, Pennsylvania



**Case Number**  
2018CV626

# SERVICE COVER SHEET

**Service Details:**

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

**Zone:**

154

**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:** 205-207 WIRT STREET  
BLOOMSBURG, PA 17815

**Phone:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Alternate Address:**

**Phone:**

### Final Service:

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

**Adult In Charge:**

**Relation:**

**Date:**

**Deputy:**

**Time:****Mileage:**

**Attorney / Originator:**

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

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

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**

**Service Attempt Notes:**

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

OCCUPANT

2018CV626

205-207 WIRT STREET, BLOOMSBURG, PA 17815

**NO EXPIRATION**

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	154
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	
<b>Notes:</b>	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

### Serve To:

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

### Final Service:

<b>Served:</b>	Personally · Adult In Charge · Posted · Other
<b>Adult In Charge:</b>	Sherry Evans
<b>Relation:</b>	Clerk
<b>Date:</b>	11/30
<b>Time:</b>	2:45
<b>Deputy:</b>	
<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
--	------------------------------

### Service Attempts:

<b>Date:</b>					
<b>Time:</b>					
<b>Mileage:</b>					
<b>Deputy:</b>					

### Service Attempt Notes:

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COLUMBIA COUNTY TAX C

2018CV626

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
PITCHFORD, DAVID

Case Number  
2018CV626

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	156
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	
<b>Notes:</b>	SALE DATE & TIME: 01/30/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

### Serve To:

<b>Name:</b>	Domestic Relations Office of Columbia County
<b>Primary Address:</b>	11 WEST MAIN STREET 2ND FLOOR Bloomsburg, PA 17815
<b>Phone:</b>	DOB:
<b>Alternate Address:</b>	
<b>Phone:</b>	

### Final Service:

<b>Served:</b>	Personally • Adult In Charge • Posted • Other
<b>Adult In Charge:</b>	Michelle Santor
<b>Relation:</b>	Clerk
<b>Date:</b>	11/30/18
<b>Time:</b>	2:56
<b>Deputy:</b>	
<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
--	------------------------------

### Service Attempts:

<b>Date:</b>					
<b>Time:</b>					
<b>Mileage:</b>					
<b>Deputy:</b>					

### Service Attempt Notes:

1. \_\_\_\_\_
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5. \_\_\_\_\_
6. \_\_\_\_\_

DOMESTIC RELATIONS OF 2018CV626 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, PA NO EXPIRATION

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2018CV626

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 real estate situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of a two-story frame bungalow and eight (8) lots, bounded and described as follows:

TRACT NO. 1: (Known as 207 Wirt street)

ALL THOSE CERTAIN pieces, parcels and lots of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania being Lots 32, 33, 34 and 35 in Block 9 and as shown upon general plan laid out by the Inter-Burban Realty Co. k/a "Glen Heights" whereon is erected a two-story frame bungalow.

TRACT NO. 2: (Known as 205 Wirt Street)

Treasurers Deed from Rollin R. Bower, Treasurer to Boyd H. Shaffer for four (4) building lots situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of four (4) Lots in Block 9, being Lots 28, 29, 30 and 31.

BEING the same premises which Estate of Hazel R. Pitchford by David W. Pitchford and Gale R. Pitchford, co-executors, by deed dated August 7, 1992 and recorded with the Register and Recorder of Columbia County on September 29, 1992, to Columbia County Record Book 513, Page 579, granted and conveyed unto David W. Pitchford.

PROPERTY ADDRESS: 205-207 Wirt Street, Bloomsburg, Pennsylvania, 17815

PROPERTY IMPROVED with a two-story frame bungalow.

TAX PARCEL NUMBER: 05E-09-00200

PROPERTY ADDRESS: 205-207 WIRT STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-09-00200

Seized and taken into execution to be sold as the property of DAVID PITCHFORD in suit of FIRST COLUMBIA BANK & TRUST CO.

---

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

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

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

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #325230**

**Attorney for Plaintiff**

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

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

DAVID W. PITCHFORD :

DEFENDANT. :

NO. 2018 - CV - 626

2018-ED-156

CIVIL ACTION

MORTGAGE FORECLOSURE

**PRAECIPE FOR WRIT OF EXECUTION**

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above captioned matter:

Balance of Principal as of May 23, 2018 \$ 37,533.39

Accrued but unpaid interest from Nov. 26,  
2017 through May 23, 2018  
(\$14.863 per diem)

\$ 990.54

Late charges to-date

\$ 100.00

Filing Fees

\$ 314.75

Appraisal fee

\$ 175.00

Attorney's fees

\$ 2,500.00

**TOTAL**

**\$ 41,613.68**

Plus costs.

See attached description.

  
JESSICA M. LEHMAN, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #325230

FILED  
PROTHONOTARY  
2018 NOV 27 P 1:52  
CLERK OF COURT  
COLUMBIA COUNTY

### **LEGAL DESCRIPTION**

**ALL THAT CERTAIN** real estate situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of a two-story frame bungalow and eight (8) lots, bounded and described as follows:

**TRACT NO. 1:** (Known as 207 Wirt Street)

**ALL THOSE CERTAIN** pieces, parcels and lots of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania being Lots 32, 33, 34 and 35 in Block 9 and as shown upon general plan laid out by the Inter-Burban Realty Co. k/a "Glen Heights" whereon is erected a two-story frame bungalow.

**TRACT NO. 2:** (Known as 205 Wirt Street)

Treasurers Deed from Rollin R. Bower, Treasurer to Boyd H. Shaffer for four (4) building lots situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of four (4) Lots in Block 9, being Lots 28, 29, 30 and 31.

**BEING** the same premises which Estate of Hazel R. Pitchford by David W. Pitchford and Gale R. Pitchford, co-executors, by deed dated August 7, 1992 and recorded with the Register and Recorder of Columbia County on September 29, 1992, to Columbia County Record Book 513, Page 579, granted and conveyed unto David W. Pitchford.

**PROPERTY ADDRESS:** 205-207 Wirt Street, Bloomsburg, Pennsylvania, 17815

**PROPERTY IMPROVED** with a two-story frame bungalow.

**TAX PARCEL NUMBER:** 05E-09-00200

**HARDING, HILL & TUROWSKI, LLP**  
Jessica M. Lehman, Esquire  
Attorney ID #325230  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770

**Attorney for Plaintiff**

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

FIRST COLUMBIA BANK & TRUST CO. :  
PLAINTIFF, :

VS. :

DAVID W. PITCHFORD :  
DEFENDANT. :

NO. 2018 - CV - 626

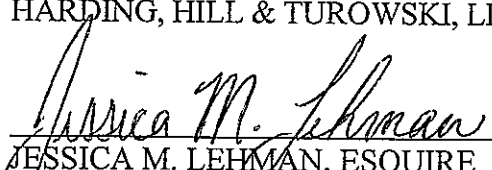
CIVIL ACTION

FILED  
2018 NOV 27 P 1:52  
CLERK OF COURT  
COLUMBIA COUNTY PA

**CERTIFICATION**

I, Jessica M. Lehman, Esquire, 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.

Respectfully submitted,  
HARDING, HILL & TUROWSKI, LLP

  
JESSICA M. LEHMAN, ESQUIRE  
Attorney ID #325230  
Attorneys for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #325230**

**Attorney for Plaintiff**

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

**FIRST COLUMBIA BANK & TRUST CO. :**

**PLAINTIFF, :**

**VS. :**

**NO. 2018 – CV – 626**

**DAVID W. PITCHFORD :**

**DEFENDANT. :**

**CIVIL ACTION**

**MORTGAGE FORECLOSURE**

**AFFIDAVIT PURSUANT TO PA. R.C.P. 3129.1**

I, JESSICA M. LEHMAN, Esquire, Attorney for Plaintiff, First Columbia Bank & Trust Co., in the above-captioned matter, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in Columbia County, Pennsylvania. (See attached description)

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

David W. Pitchford  
C/O Elder Healthcare Solutions, LLC  
4070 West Market Street  
York, PA 17408

Elder Healthcare Solutions, LLC  
Guardian for David W. Pitchford  
4070 West Market Street  
York, PA 17408

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

David W. Pitchford  
C/O Elder Healthcare Solutions, LLC  
4070 West Market Street  
York, PA 17408

Elder Healthcare Solutions, LLC  
Guardian for David W. Pitchford  
4070 West Market Street  
York, PA 17408

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

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

Bloomsburg Municipal Authority  
P.O. Box 859  
Bloomsburg, PA 17815

Bloomsburg Recycling Center  
Attn: Charles Fritz  
901 Patterson Drive  
Bloomsburg, PA 17815

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

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

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

None.

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

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

Bloomsburg Municipal Authority  
Attn: Amy B. Seamans  
P.O. Box 859  
Bloomsburg, PA 17815


Bloomsburg Recycling Center  
Attn: Charles Fritz  
901 Patterson Drive  
Bloomsburg, PA 17815

**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:**

None.

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

HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
JESSICA M. LEHMAN, ESQUIRE  
Attorney for Plaintiff, First Columbia Bank &  
Trust Co.  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770  
Attorney ID #325230

DATED: 11/27/18



REAL ESTATE OUTLINE

ED # 2018 ED 156

DATE RECEIVED 11-27-18  
DOCKET AND INDEX 2018 CV 626

CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>X</u>	
COPY OF DESCRIPTION	<u>X</u>	
WHEREABOUTS OF LKA	<u>X</u>	
NON-MILITARY AFFIDAVIT	<u>X</u>	
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN	<u>X</u>	
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR _____	<u>X</u>	CK# <u>102500</u>

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

SALE DATE Jan. 30, 19 TIME 9:00 am  
POSTING DATE \_\_\_\_\_  
ADV. DATES FOR NEWSPAPER 1<sup>ST</sup> WEEK \_\_\_\_\_  
2<sup>ND</sup> WEEK \_\_\_\_\_  
3<sup>RD</sup> WEEK \_\_\_\_\_

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #325230**

**Attorney for Plaintiff**

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

**FIRST COLUMBIA BANK & TRUST CO. :**

**PLAINTIFF, :**

**VS. :**

**NO. 2018 – CV – 626**

**DAVID W. PITCHFORD :**

**DEFENDANT. :**

**CIVIL ACTION**

**MORTGAGE FORECLOSURE**

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

**TO: David W. Pitchford  
C/O Elder Healthcare Solutions, LLC  
4070 West Market Street  
York, PA 17408**

**Elder Healthcare Solutions, LLC  
Guardian for David W. Pitchford  
4070 West Market Street  
York, PA 17408**

**BY VIRTUE OF A WRIT OF EXECUTION NO. 626 OF 2018 ISSUED OUT OF THE COURT  
OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, TO ME DIRECTED,  
THERE WILL BE EXPOSED THE FOLLOWING DESCRIBED PROPERTY TO PUBLIC  
SALE TO THE HIGHEST AND BEST BIDDER, FOR CASH IN THE SHERIFF'S OFFICE,  
COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON**

**JANUARY 30, 2019  
AT NINE O'CLOCK, A.M.**

## **LEGAL DESCRIPTION**

**ALL THAT CERTAIN** real estate situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of a two-story frame bungalow and eight (8) lots, bounded and described as follows:

**TRACT NO. 1:** (Known as 207 Wirt Street)

**ALL THOSE CERTAIN** pieces, parcels and lots of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania being Lots 32, 33, 34 and 35 in Block 9 and as shown upon general plan laid out by the Inter-Burban Realty Co. k/a "Glen Heights" whereon is erected a two-story frame bungalow.

**TRACT NO. 2:** (Known as 205 Wirt Street)

Treasurers Deed from Rollin R. Bower, Treasurer to Boyd H. Shaffer for four (4) building lots situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of four (4) Lots in Block 9, being Lots 28, 29, 30 and 31.

**BEING** the same premises which Estate of Hazel R. Pitchford by David W. Pitchford and Gale R. Pitchford, co-executors, by deed dated August 7, 1992 and recorded with the Register and Recorder of Columbia County on September 29, 1992, to Columbia County Record Book 513, Page 579, granted and conveyed unto David W. Pitchford.

**PROPERTY ADDRESS:** 205-207 Wirt Street, Bloomsburg, Pennsylvania, 17815

**PROPERTY IMPROVED** with a two-story frame bungalow.

**TAX PARCEL NUMBER:** 05E-09-00200

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #325230**

**Attorney for Plaintiff**

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

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2018 – CV – 626

DAVID W. PITCHFORD :

DEFENDANT. :

CIVIL ACTION

MORTGAGE FORECLOSURE

**AFFIDAVIT OF WHEREABOUTS**

COMMONWEALTH OF PENNSYLVANIA :

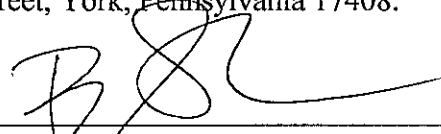
:

: SS.

COUNTY OF COLUMBIA :

:

BENJAMIN J. CLARK, Vice President/Loan Operations Manager, for Plaintiff, First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, First Columbia Bank & Trust Co., being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Defendant, David W. Pitchford, at the time that judgment was entered, the Defendant's place of residence was c/o Elder Healthcare Solutions LLC, 4070 West Market Street, York, Pennsylvania 17408.

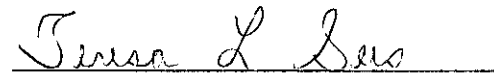


BENJAMIN J. CLARK, Vice President/Loan  
Operations Manager  
First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED to

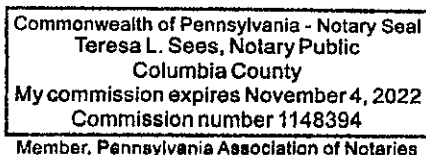
before me, a Notary Public, this

26<sup>TH</sup> day of NOVEMBER,  
2018.



NOTARY PUBLIC

My Commission Expires:



HARDING, HILL & TUROWSKI, LLP

Jessica M. Lehman, Esquire

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #325230

Attorney for Plaintiff

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

FIRST COLUMBIA BANK & TRUST CO. :

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MORTGAGE FORECLOSURE

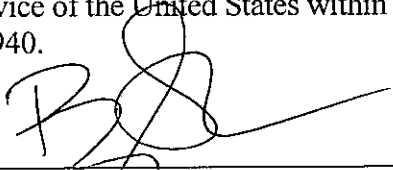
**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT**

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF COLUMBIA :

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

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

SWORN to and SUBSCRIBED to  
before me, a Notary Public, this

26<sup>TH</sup> day of NOVEMBER,  
2018.



NOTARY PUBLIC

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Teresa L. Sees, Notary Public  
Columbia County  
My commission expires November 4, 2022  
Commission number 1148394  
Member, Pennsylvania Association of Notaries

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #325230**

**Attorney for Plaintiff**

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

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2018 – CV – 626

DAVID W. PITCHFORD :

DEFENDANT. :

CIVIL ACTION

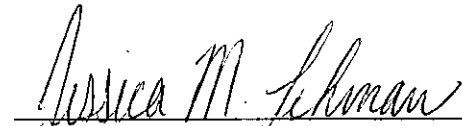
MORTGAGE FORECLOSURE

**WAIVER OF WATCHMAN**

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

LAW OFFICES

HARDING, HILL & TUROWSKI LLP



JESSICA M. LEHMAN, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

(570) 784-6770

Attorney ID #325230

**HARDING, HILL & TUROWSKI, LLP**

**Jessica M. Lehman, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

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

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

VS. :

NO. 2018 – CV – 626

DAVID W. PITCHFORD :

DEFENDANT. :

CIVIL ACTION

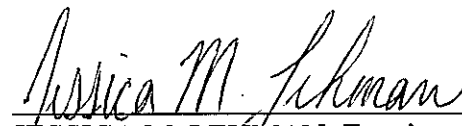
MORTGAGE FORECLOSURE

**CERTIFICATION TO SHERIFF**  
**AS TO THE SALE OF REAL ESTATE**

JESSICA M. LEHMAN, Esquire, hereby states that he is the attorney for the Plaintiff in the above captioned mortgage foreclosure action and further certifies that the property is:

<input type="checkbox"/>	FHA Mortgage
<input type="checkbox"/>	Tenant occupied
<input type="checkbox"/>	Vacant
<input type="checkbox"/>	Commercial
<input type="checkbox"/>	As a result of Complaint in Assumpsit
<input checked="" type="checkbox"/>	Act 6 and/or Act 91 complied with

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



JESSICA M. LEHMAN, Esquire

Attorney for Plaintiff, First Columbia Bank  
& Trust Co.

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #325230

9625285 43



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

\* Total Pages - 13

Instrument Number - 201108615  
Recorded On 9/16/2011 At 8:57:37 AM  
\* Instrument Type - MORTGAGE  
Invoice Number - 159551  
\* Mortgagee - FIRST COLUMBIA BANK & TRUST CO  
User - TSA

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
AFFORDABLE HOUSING	\$29.50
RECORDING FEES -	\$29.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$88.00

RETURN DOCUMENT TO:  
BOX FIRST COLUMBIA

This is a certification page  
**DO NOT DETACH**  
This page is now part  
of this legal document.

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



Beverly J. Michael  
Recorder of Deeds

*Beverly J. Michael*

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



Prepared By: FIRST COLUMBIA BANK & TRUST CO  
232 EAST STREET  
BLOOMSBURG, PA 17815

Return To: FIRST COLUMBIA BANK & TRUST CO  
232 EAST STREET  
BLOOMSBURG, PA 17815

Parcel Number: 05E-09-002

Premises: 205-207 Wirt St, Bloomsburg, PA 17815

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

### OPEN-END MORTGAGE

This Mortgage secures future advances

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 09-02-2011.....  
..... The parties and their addresses are:

MORTGAGOR: David W. Pitchford  
205 Wirt St  
Bloomsburg, PA 17815

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

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

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

Note dated 09/02/2011 in the amount of \$40,000.00 in the name of David W. Pitchford.

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

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

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

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that

accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for the sole benefit of Lender.
19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.  
[Check all applicable boxes]  
☐ Assignment of Leases and Rents ☐ Other .....
20. ☐ **PURCHASE MONEY.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
21. ☒ **OPEN-END MORTGAGE.** This Security Instrument secures advances by Lender used in whole or in part to complete erection, construction, alteration or repair of the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as an open-end mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
22. ☒ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
23. ☐ **ADDITIONAL TERMS.**

## Exhibit "A"

ALL THAT CERTAIN real estate situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of a two story frame bungalow and eight (8) lots, bounded and described as follows:

TRACT NO. 1: (Known as 207 Wirt Street)

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Treasurers Deed from Rollin R. Bower, Treasurer to Boyd H. Haffer for four (4) building lots situate in the Town of Bloomsburg, Columbia County, Pennsylvania, consisting of four (4) Lots in Block , being Lots 28, 29, 30 and 31.

ACKNOWLEDGMENT:

(Individual) COMMONWEALTH OF Pennsylvania....., COUNTY OF Columbia } ss.  
On this, the 2nd..... day of September, 2011....., before me Sandra A. Richendfer  
the undersigned officer, personally appeared David W. Pitchford.....  
....., known to me (or satisfactorily  
proven) to be the person(s) whose name(s) is subscribed to the within instrument, and  
acknowledged that he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.  
My commission expires:

Sandra A. Richendfer

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Title of Officer NOTARIAL SEAL

SANDRA A. RICHENDFER, NOTARY PUBLIC  
CATAWISSA BORO, COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 17, 2015

It is hereby certified that the address of the Lender within named is: 232 EAST STREET  
BLOOMSBURG, PA 17815

Michael F. Coleman  
MICHAEL F. COLEMAN, VICE PRESIDENT

9005280

9/23  
ah

010224

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

Instrument Number - 201108767  
Recorded On 9/21/2011 At 9:06:24 AM  
\* Instrument Type - ASSIGNMENT  
Invoice Number - 159689  
\* Grantor - PITCHFORD, DAVID W  
\* Grantee - FIRST COLUMBIA BANK & TRUST CO  
User - TSA

\* Total Pages - 4

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

This is a certification page

**DO NOT DETACH**This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
BOX FIRST COLUMBIA

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.



ASSIGNMENT OF LEASES, RENTS, ROYALTIES  
(THIS "ASSIGNMENT")

MORTGAGOR: David W. Pitchford, 205 Wirt Street, Bloomsburg, PA 17815

LENDER: First Columbia Bank & Trust Co., 232 East Street, Bloomsburg, PA 17815

MORTGAGED PREMISES: 205-207 Wirt Street, Bloomsburg, PA 17815

MUNICIPALITY: Town of Bloomsburg PIN: 05E-09-002

MORTGAGE: Columbia County Instrument No. 201108615

EXISTING OIL & GAS LEASE: None

**FOR VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND,** Mortgagor hereby absolutely and unconditional assigns and transfers over to Lender all rents, royalties, income, profits and payments of any nature (all being referred to as "Rents" herein) under the Existing Oil and Gas Lease and under any and all other leases, licenses, subleases and agreements of any nature, present or future, (all such documents being called "Leases" collectively and "Lease" individually) including any and all guaranties, extensions, amendments or renewals thereof, with respect to Rents derived from the use and development of the Mortgaged Premises, including without limitation the development and extraction of coal, oil, gas and minerals therefrom. Mortgagor hereby authorizes Lender or Lender's agents to collect from any lessee, tenant, licensee, occupant or any other user (each being called "Lessee" herein) the Rents due under any Lease and hereby directs each Lessee to pay such Rents to Lender or Lender's agents; provided, however, that, prior to written notice given by Lender to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor under the Mortgage, Mortgagor shall collect and receive all Rents, but no more than one month in advance of the due date, as trustees for the benefit of Lender, to apply the Rents so collected in payment of the obligations of Mortgagor secured by the Mortgage, so long as no such breach has occurred, to the account of Lender. It is the intention of Mortgagor and Lender that this Assignment constitutes an absolute assignment and not an assignment for additional security only. Lender's waiver of the right of application of any of the Rents upon Mortgagor's obligation to Lender prior to a default by Mortgagor shall not be deemed a waiver of any right of Lender's rights hereunder with respect to Rents received and/or collected following Mortgagor's default.

Lender may require Mortgagor and any Lessee to make payments of Rents directly to Lender. Mortgagor agrees that, without necessity of prior notice to Mortgagor and upon Lender's presentation of this Assignment to a Lessee together with notice that Rents are thereafter to be paid to Lender, payments of Rents due from a notified Lessee thereafter shall be made directly to Lender, for so long as Lender shall direct. Any amounts collected by Lender may, at the Lender's sole discretion, be applied to protect the Lender's interest in the Mortgaged Premises, including but not limited to the payment of taxes and insurance premiums and to the indebtedness.

Any Lessee who shall receive a copy of this Assignment with written notice from Lender that Rents shall be thereafter paid to Lender shall incur no liability to Mortgagor by reason of payment of Rents thereafter to Lender.

This Assignment of Rents and the receipt by Lender of such Rents shall not operate to obligate Lender to undertake or perform any of the obligations or undertakings of Mortgagor as owners of the Mortgaged Premises or under the terms of any Lease.

Nothing in this Assignment of Rents shall be construed as an authorization by Lender for Mortgagor to enter into any future Lease or to modify the terms of any existing Lease. Mortgagor expressly acknowledges and agrees that Mortgagor will not enter into a future Lease or modify or amend any existing Lease without Lender's prior written consent, which consent may be given or withheld in the sole and absolute discretion of Lender. Mortgagor further acknowledges that Lender may require that specific provisions, including provisions prohibiting surface activities, as a condition of giving its consent to any future Lease. Lender expressly reserves all rights and privileges under the Mortgage.

Mortgagor shall notify Lender in writing if there shall be a default of any nature under any Lease.

Mortgagor agrees to cooperate in the execution of any additional instruments and documentation that may be necessary or required to enable Lender to receive Rents directly from a Lessee.

This Assignment shall terminate at such time as the Mortgage ceases to encumber the Mortgaged Premises.

Nothing in this Assignment shall be construed to impair, limit or affect any obligation of Mortgagor under the Mortgage or any other document by which Mortgagor shall be obligated to Lender.

This Assignment shall be binding upon the parties and their successors and assigns. This Assignment shall be entered of record at the expense of Mortgagor.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. No amendment of this Assignment shall be binding unless in writing and signed by the parties.

Executed this 2nd day of September, 2011.

SIGNED, SEALED AND DELIVERED, in the presence of

Witness:

Michael Y. Colman

Mortgagor:

David W. Pitchford  
David W. Pitchford

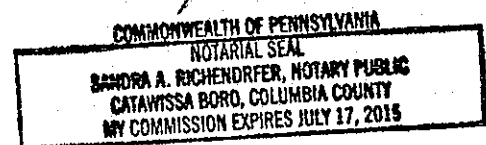
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA : SS

On this, the 2nd day of September, 2011, before me Sandra A. Richendrfer the undersigned officer, personally appeared David W. Pitchford, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to within instrument and acknowledged that he (she) (they) executed the same for the purposes therein contained.

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

Sandra A. Richendrfer  
Notary Public (SEAL)



FIRST COLUMBIA BANK & TRUST CO  
232 EAST STREET  
BLOOMSBURG, PA 17815

David W. Pitchford  
205 Wirt St  
Bloomsburg, PA 17815

Loan Number 9005280  
Agreement Date 09-02-2011  
Credit Limit \$ 40,000.00  
Maturity Date 09-02-2036

Lender

Borrower

### First Line

1. DEFINITIONS. In this Agreement, these terms have the following meanings.

A. Pronouns. The pronouns "I," "me" and "my" refer to all Borrowers signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

B. Agreement. Agreement refers to this First Line and any extensions, renewals, modifications or substitutions of it.

C. Billing Cycle. Billing Cycle means the interval between the days or dates of regular periodic statements.

D. Credit Limit. Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.

E. Line of Credit. Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.

F. Loan Account Balance. Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees, and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

G. Property. Property means any real or personal property that secures my obligations under this Line of Credit.

Other important terms are defined throughout this Agreement.

2. PROMISE TO PAY. I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, costs, and expenses as described in this Line of Credit.

3. AGREEMENT TERM. This Agreement begins on the Agreement Date and continues until the Maturity Date. The Draw Period is the period during the term of this Agreement that I may request advances. I may not request advances during the Repayment Period. Periodic minimum payments are required during both the Draw Period and Repayment Period. The Draw Period is 10 years, and begins on the Agreement Date. The Repayment Period will then continue for 15 years.

4. ADVANCES. I may request advances by the following methods:

A. ☒ I write a check

B. ☐ I draw my transaction account below \$ \_\_\_\_\_ (Triggering Balance). Transaction account number \_\_\_\_\_

C. ☒ I request a withdrawal in person, by phone, by mail or via the internet

D. ☐ I make a purchase or withdrawal with my \_\_\_\_\_

E. ☐ I authorize you to make a payment to a third person or another account.

You will make the advance by advancing the amount directly to me, depositing it in my transaction account, or by paying a designated third person or account. You will record the amount as an advance and increase my Loan Account Balance.

5. ADVANCE LIMITATIONS. You do not have to make any advances during any period in which I have a right to cancel. My ability to request and access advances is also subject to the following additional limitations.

A. ☐ Initial Advance. On \_\_\_\_\_ I will receive an Initial Advance of \$ \_\_\_\_\_

B. Minimum Advance. Subject to the limitations contained in this Agreement, when I request an advance: The minimum amount you will advance will be \$250.00 (Minimum Advance). You will advance either the Minimum Advance or exactly the amount I request, provided the requested amount equals or exceeds the Minimum Advance.

C. ☐ Maximum Amount of Advances. I may not request advances totaling more than \$ \_\_\_\_\_ per \_\_\_\_\_

D. ☐ Maximum Number of Advances. I may not request more than \_\_\_\_\_ advances per \_\_\_\_\_

6. ☐ MINIMUM BALANCE. I agree to maintain a principal balance outstanding during the term of this Agreement of at least \$ \_\_\_\_\_ (Minimum Balance).

7. CREDIT LIMIT. Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property.

8. COMPUTATION OF FINANCE CHARGES. Finance charges begin to accrue immediately when you make an advance to me. Finance charges will be computed as follows:

To figure the finance charge for each Billing Cycle, a daily periodic rate is multiplied by the Average Daily Balance of my Loan Account Balance. You then multiply that amount by the number of days in the Billing Cycle. To figure the Average Daily Balance, you first take my Loan Account Balance at the beginning of each day, and add any new advances, and subtract any payments or credits that apply to debt repayment, and any unpaid finance charges, fees, and charges. This gives you the daily balance. Then, you add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives you the Average Daily Balance.

9. PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The periodic rate used in calculating the FINANCE CHARGE is 0.010929% and the corresponding ANNUAL PERCENTAGE RATE is 4.000%. The annual percentage rate includes interest and not other costs.

10. VARIABLE RATE. The annual percentage rate may change. It will be based on the value of the Index described as the: the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate

plus 0.250 percentage points.

A. ☐ Rounding. This rate will be rounded \_\_\_\_\_

B. Rate Changes. The annual percentage rate may increase if the Index rate increases. An Index rate increase will result in a higher finance charge and it may have the effect of increasing my periodic Minimum Payment. A decrease in the Index rate will have the opposite effect as an increase. An Index rate increase or decrease will take effect on the first of the month

The annual percentage rate can increase or decrease Monthly (☒ after remaining fixed for 6 Months). If the Index rate changes more frequently than the annual percentage rate, you will use the Index rate in effect on the day you adjust the annual percentage rate to determine the new annual percentage rate. In such a case, you will ignore any changes in the Index rate that occur between annual percentage rate adjustments.

C. ☐ Carryover. Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

D. Rate Change Limitations. Annual percentage rate changes are subject to the following limitations. Initial discount or premium rates are not taken into consideration in applying interest rate limitations.

(1) ☐ Periodic Limits. The ANNUAL PERCENTAGE RATE cannot increase by more than \_\_\_\_\_ percentage points (☐ or decrease by more than \_\_\_\_\_ percentage points)

(2) ☒ Lifetime Floor. The ANNUAL PERCENTAGE RATE will never be lower than: 4.000%

(3) Lifetime Cap. The ANNUAL PERCENTAGE RATE will never be higher than: 18.000%

11. FEES AND CHARGES. I agree to pay, or have paid, the fees and charges listed in the FEES APPENDIX that appears at the end of this Agreement.

12. PAYMENT DATE. During the term of this Agreement, a Minimum Payment will be due on or before the Payment Date indicated on my periodic statement for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due: Monthly

13. MINIMUM PAYMENT. On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount. During the Draw Period, the Minimum Payment will equal the following:  
Any amount past due, any fees and charges that are due, and the greater of the following: (1) \$100.00; or (2) The amount of accrued finance charges plus 0.555% of the principal balance outstanding on the last day of the Billing Cycle.

During the Repayment Period, the Minimum Payment will equal the following:

Any amount past due, any fees and charges that are due, and the greater of the following: (1) \$100.00; or (2) The amount of accrued finance charges plus 0.555% of the principal balance outstanding on the last day of the Billing Cycle.

A. ☒ Rounding. The Minimum Payment will be rounded to the nearest .01

B. ☒ Payment of Balance. If my Loan Account Balance at the end of a Billing Cycle is less than \$100.00 my Minimum Payment will equal the entire outstanding Loan Account Balance.

C. Payment at Maturity. On the Maturity Date I must pay the entire outstanding Loan Account Balance.

14. PRINCIPAL REDUCTION.

A. ☒ Draw Period. During the Draw Period, the Minimum Payment ☐ will not reduce ☒ may not fully repay the principal balance outstanding on my Loan Account Balance.

B. ☒ Repayment Period. During the Repayment Period, the Minimum Payment ☐ will not reduce ☒ may not fully repay the principal balance outstanding on my Loan Account Balance.

15. ☒ FINAL PAYMENT. At maturity, I ☒ may have to ☐ will repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

16. ADDITIONAL PAYMENT TERMS. If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero or to any required Minimum Balance. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. Subject to any required Minimum Balance, I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

17. ☒ NEGATIVE AMORTIZATION. Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be:

carried over to subsequent Billing Cycles and payments made for those periods will first be applied to the carryover amount, and then as provided in the Additional Payment Terms section.

18. SECURITY. You have secured my obligations under this Line of Credit by taking a security interest (by way of a separate security instrument dated 09-02-2011) in the following Property: the dwelling and real property located at 205-207 Wirt St, Bloomsburg, PA, 17815

Property securing any other loans that I have with you may also secure this Agreement.

19. PROPERTY INSURANCE. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Line of Credit. I may obtain property insurance from anyone I want that is reasonably acceptable to you. If I get the insurance from or through you, I will pay \$\_\_\_\_\_ for \_\_\_\_\_ of coverage.

20. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

21. DEFAULT. I will be in default if any of the following occur.

A. Payments. I fail to make a payment as required by this Agreement.

B. Property. My action or inaction adversely affects the Property or your rights in the Property.

C. ☒ Fraud. I engage in fraud or material misrepresentation in connection with this Line of Credit.

22. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

A. Termination and Acceleration. You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.

B. Advances. You may temporarily or permanently prohibit any additional advances.

C. Credit Limit. You may temporarily or permanently reduce the Credit Limit.

D. Additional Security. You may demand additional security or additional parties to be obligated to pay this Agreement.

E. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

F. Payments Made On My Behalf. You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.

G. Sources. You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

23. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after default, to the extent permitted by law, I agree to pay the following: All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

24. SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT. You may temporarily prohibit me from obtaining additional advances or reduce my Credit Limit during any period in which any of the following are in effect.

A. The value of the Property securing this Line of Credit declines significantly below its appraised value for purposes of this Line of Credit;

B. You reasonably believe that I will not be able to meet the repayment requirements under my Line of Credit due to a material change in my financial circumstances;

C. I am in default of a material obligation under this Line of Credit. I understand, that you consider all of my obligations to be material. Categories of obligations that you consider material

include, but are not limited to: my obligation to not commit fraud or misrepresentation in connection with this Line of Credit; my obligation to meet the repayment terms of this Line of Credit; my obligation to not adversely affect the Property or your rights in the Property; my obligation to pay fees and charges; my advance obligations; my obligation to fulfill the terms of the instrument securing this Agreement, and any other security instruments on the Property; my obligation to notify you; and my obligation to provide you with information;

D. Government action prevents you from imposing the annual percentage rate provided for in this Agreement;

E. The priority of your security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of my Credit Limit;

F. The maximum annual percentage rate allowed under this Agreement is reached;

G. You are notified by a regulatory agency that continued advances constitute an unsafe and unsound practice; or

H. Any Borrower requests a suspension of credit privileges.

In order to reinstate my credit privileges under the original terms of this Agreement, I must send you a written request to that effect. My credit privileges will only be reinstated if you determine that the condition which caused you to prohibit additional extensions and/or reduce the Credit Limit no longer exists. If appraisal or credit report fees are incurred in making this determination, you may (if allowed by applicable law) charge me such fees. If credit privileges were suspended at my request, they need not be reinstated unless all Borrowers request reinstatement.

25. SET-OFF. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

26. AMENDMENTS. Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes:

A. You may make changes that I agree to in writing at the time of the change,

B. You may make changes that will unequivocally benefit me.

C. You may make insignificant changes.

D. You may change the Index and margin if the original Index becomes unavailable. Any new index will have an historical movement substantially similar to the original Index, and together with the new margin, produce an annual percentage rate substantially similar to the rate in effect at the time the original Index became unavailable.

E. You may make changes that are described elsewhere in this Agreement.

27. TERMINATION. I may terminate this Line of Credit at any time upon written notice to you. Termination by one Borrower terminates the Line of Credit for all Borrowers. Termination will not affect my obligation to repay advances made prior to the termination, nor will it alter my duties to perform under the terms of an instrument securing this Agreement until such instrument is released. Upon termination I will return to you any remaining access devices in my possession that were issued or used in connection with the Line of Credit.

28. WAIVERS AND CONSENT. To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

A. You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.

B. You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.

C. You may release, substitute or impair any Property securing this Agreement.

D. You may invoke your right of set-off.

E. You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

F. I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.

G. You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance in your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

29. TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and charges under this Line of Credit.

30. PERIODIC STATEMENTS. If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, finance charges, other charges, payments made, other credits, my previous account balance and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle and the date it is due (Payment Date).

31. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect on this Line of Credit. Extending this Line of Credit or new obligations under this Line of Credit, will not affect my duty under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

32. INTEGRATION AND SEVERABILITY. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

33. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

34. NOTICE, FINANCIAL REPORTS, AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

35. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Line of Credit. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

36. APPLICABLE LAW. This Agreement is governed by:

The laws of Pennsylvania, the United States of America and, to the extent required, by the laws of the jurisdiction where the Property is located.

37. OTHER TERMS. If checked, the following addenda are attached to and made a part of this Agreement:

A. ☒ Automatic Withdrawal

B. ☐ Conversion Option

C. ☐ Credit Insurance

D. ☐ Initial Rate

E. ☐ Preferred Rate

F. ☐ \_\_\_\_\_

38. ADDITIONAL TERMS.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE. Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of our rights under this Agreement, we do so for our sole benefit.

SIGNATURES. I understand that terms following a ☐ only apply if checked. By signing, I agree to the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

BORROWER:

x David W. Pitchford  
David W. Pitchford

x

x

x

x

x

LENDER:

x Michael F. Coleman  
MICHAEL F. COLEMAN, VICE PRESIDENT

MY BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

Notify You In Case of Errors or Questions About My Bill

If I think my bill is wrong, or if I need more information about a transaction on my bill, I will write you at the address listed on my bill. I will write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information: (a) My name and account number, (b) The dollar amount of the suspected error, (c) Describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized you to pay my bill automatically from my savings, checking, share draft or other account, I can stop the payment on any amount I think is wrong. To stop the payment my letter must reach you three business days before the automatic payment is scheduled to occur.

My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the bill was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my Credit Limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my bill was correct.

Special Rule for Credit Card Purchases

If I have a problem with the quality of property or services that I purchased with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) I must have made the purchase in my home state or, if not within my home state within 100 miles of my current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if you own or operate the merchant, or if you mailed me the advertisement for the property or services.

FEES APPENDIX

OTHER CHARGES

Credit report fee: \$4.02 - PAID BY BORROWER

PROPERTY SEARCH fee: \$25.00 - PAID BY BORROWER

PROPERTY EVALUATION/PHOTO fee: \$75.00 PAID BY BORROWER

FLOOD SEARCH fee: \$14.00 PAID BY BORROWER

MORTGAGE RECORDING FEE fee: \$88.00 PAID BY BORROWER

ASSIGNMENT OF GAS & OIL LEASE fee: \$18.50 PAID BY BORROWER

SATISFACTION FEE fee: \$42.00 MTG SATISFACTION FEE

Late Charge: 5.00% of the payment amount with a minimum of \$20.00 if more than 15 days late.

## Document Receipt

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Trans #	14777	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000144541

Doc Ref #: 2018ED156

Postage 5.4200

PHILADELPHIA PA 19106



## Document Receipt

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Trans #	14776	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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## Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS  
ADMINISTRATION1150 FIRST AVENUE  
SUITE 1001

Tracking #:	71901140006000144534
Doc Ref #:	2018ED156
Postage	5.4200

KING OF PA 19406  
PRUSSIA

## Document Receipt

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Trans #	14774	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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## Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000144510

Doc Ref #: 2018ED156

Postage 5.4200

HARRISBURG PA 17128

## Document Receipt

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Trans #	14775	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking #: 71901140006000144527

Doc Ref #: 2018ED156

Postage 5.4200

HARRISBURG PA 17105

## Document Receipt

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Trans #	14778	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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## Ship to:

ELDER HEALTHCARE SOLUTIONS LLC	GUARDIAN OF DAVID PITCHFORD
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4070 WEST MARKET STREET

Tracking #: 71901140006000144558

Doc Ref #: 2018ED156

Postage 5.4200

YORK PA 17408

## Document Receipt

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Trans #	14778	Carrier / service:	USPS Server	First-Class Mail®	11/28/2018 12:00:00 AM
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## Ship to:

ELDER HEALTHCARE SOLUTIONS LLC	GUARDIAN OF DAVID PITCHFORD
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4070 WEST MARKET STREET

Tracking #: 71901140006000144558

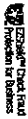
Doc Ref #: 2018ED156

Postage 5.4200

YORK PA 17408



232 EAST STREET  
BLOOMSBURG, PA 17815



102500

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

PAY  
TO THE  
ORDER OF

DATE  
10/23/2018

AMOUNT  
\$1,350.00

Columbia County Prothonotary  
35 W Main St  
Bloomsburg, PA 17815

MEMO  
David Pitchford

AUTHORIZED SIGNATURE

*Shawn A. Pender*

⑈102500⑈ ⑆03130593E⑆ 018⑈529⑈9⑈



Security features. Details on back.