# COLUMBIA COUNTY REGISTER AND RECORDER RECEIPT

Inv Number: 224528

Invoice Date: 09/25/2018 4:25:43 PM

RECEIPT

Reg/Drw ID: 0101 By: TSA

Customer:

Last Change:

Receipt By: WALK-IN

Cha#	Charge / Payment / Fee Description		Amount Inst # / Inst Date	Municipality
1	DEED Grantor - NEVEL, FAYE M Grantee - FNB BANK		\$72.75 201807394 09/25/18 4:25:47 PN	JACKSON TOWNSHIE
	Consideration - \$10,987.74  Tax Basis - \$0.00  Return Via - MAIL Fees Summary:			
	STATE WRIT TAX JCS/ACCESS TO JUSTICE AFFORDABLE HOUSING RECORDING FEES - RECORDER	\$0.50 \$40.25 \$13.50 \$13.50		
	RECORDER IMPROVEMENT FUND COUNTY IMPROVEMENT FUND	\$3.00 \$2.00		
	Inst Info: SHERIFF'S DEED			
	TOTAL CHARGES		\$72.75	
	PAYMENTS CHECK: 8305 - SHERIFF TOTAL PAYMENTS		\$72.75 \$72.75	
	AMOUNT DUE PAYMENT ON INVOICE BALANCE DUE ON INVOICE		\$72.75 (\$72.75) \$0.00	

# COLUMBIA COUNTY SHERIFF'S OFFICE

SHERIFF'S REAL ESTATE FINAL COST SHEET

FNB BANK NA	VS FAYE1	NEVEL	
NO. 2-2018 ED	NO.	611-2017	JD
DATE/TIME OF SALE: Sept, 4,	2018 @ 9:0	0 AM	
BID PRICE (INCLUDES COST)	\$ <i>_/C</i>	772,29	_
POUNDAGE – 2% OF BID	\$	215,45	<del></del>
TRANSFER TAX – 2% OF FAIR ME	KT \$	<u> </u>	
MISC. COSTS	\$		_
TOTAL AMOUNT NEEDED TO PU	RCHASE		\$ <u>10987.74</u>
PURCHASER(S):			
NAMES(S) ON DEED:			
PURCHASER(S) SIGNATURE(S):_			
	<u></u>		
TOTAL DUE:			\$ 10987.74
LESS DEPOSI	Т:		\$ 1356,00
DOWN PAYM	IENT:		\$
TOTAL DUE I	N 8 DAYS		\$ 9637,74

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

Plaintiff Defendant

FNB BANK N.A. vs. FAYE NEVEL

Attorney for the Plaintiff:

KOZLOFF STOUDT 2640 WESTVIEW DRIVE WYOMISSING, PA 19610 Sheriff's Sale Date:

Wednesday, September 5, 201

\$72.75

Writ of Execution No.: 2017CV611 Advance Sheriff Costs: \$1,350.00

Location of the real estate: 1334 STATE ROUTE 118, BENTON, PA 17814

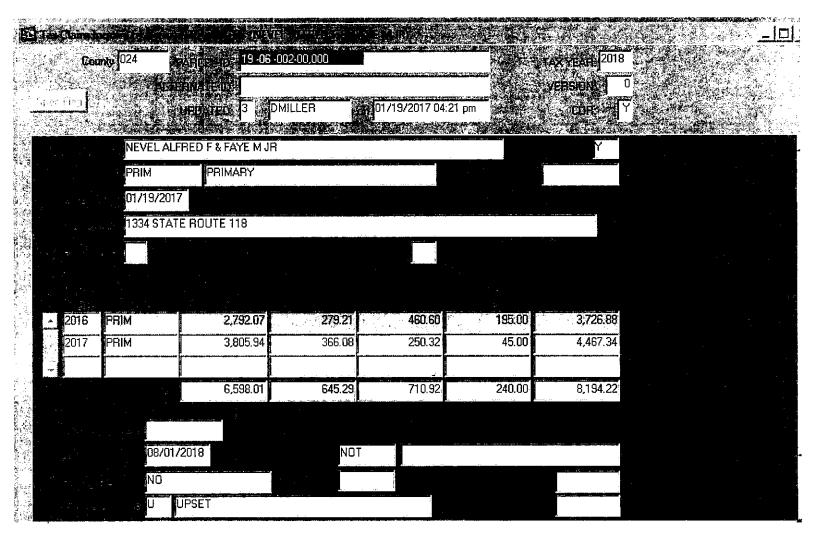
### **Sheriff Costs**

Official Costs		
Advertising Sale (Newspaper)		\$15.00
Advertising Sale Bills & Copies		\$17.50
Crying Sale		\$10.00
Docketing		\$15.00
Levy		\$15.00
Mailing Costs		\$36.00
Posting Handbill		\$15.00
Press Enterprise Inc.		\$1,578.00
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		\$135.00
Service Mileage		\$40.00
Distribution Form		\$25.00
Copies		\$4.50
Notary Fee		\$15.00
Surcharge		\$100.00
Continued or Cancelled Sale	Postponed to: 5/2/2018	\$10.00
Continued or Cancelled Sale	Postponed to: 6/6/2018	\$10.00
Continued or Cancelled Sale	Postponed to: 8/8/2018	\$10.00
Continued or Cancelled Sale	Postponed to: 9/5/2018	\$10.00
	Total Sheriff Costs	\$2,381.00
Municipal Costs		
Delinquent Taxes		\$8,318.54
·	Total Municipal Costs	\$8,318.54
Distribution Costs		
Recording Fees		\$72.75

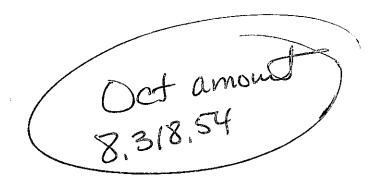
Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

**Total Distribution Costs** 

Grand Total:	\$10,772.29



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Email Address: icoombs@kozloffstoudt.com

September 19, 2018

Attn: Real Estate Division Sheriff of Columbia County Columbia County Courthouse 35 West Main Street Bloomsburg, PA 17815

Re:

FNB Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

Sheriff's Sale:

Wednesday, September 5, 2018

Owners:

Alfred F. Nevel, Jr. (Deceased) and Faye M. Nevel

Property:

1334 State Route 118, Jackson Township, Columbia County, PA

### Dear Sheriff:

Enclosed are the following documents in the above-referenced proceeding:

- 1. Two (2) original Realty Transfer Tax Statement(s) of Value with copies of the Promissory Note, Open-End Mortgage and Security Agreement;
- 2. Self-addressed, stamped envelope for the return of the original Sheriff's Deed: and
- 3. Plaintiff's check in the amount of \$9,637.74 to cover the costs due, per your Final Bill of Costs.

Kindly acknowledge receipt of same by time-stamping the enclosed "copy" of the Realty Transfer Tax Statement of Value and return it to me in the envelope provided herein.

Thank you.

Sincerely,

KOZLOFF STOUDT

Professional Corporation

Enclosures

Kozloff Stoudt, Professional Corporation



September 11, 2018

Email Address: cshurr@kozloffstoudt.com

Attn: Real Estate Division Sheriff of Columbia County Columbia County Courthouse 35 West Main Street Bloomsburg, PA 17815

Re:

FNB Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

Sheriff's Sale:

Wednesday, September 5, 2018

Owners:

Alfred F. Nevel, Jr. (Deceased) and Faye M. Nevel

Property:

1334 State Route 118, Jackson Township, Columbia County, PA

#### Dear Sheriff:

Please be advised that I represent FNB Bank, N.A., Plaintiff in the abovereferenced proceeding and the successful bidder at the September 5, 2018 Sheriff's Sale of the real estate located at 1334 State Route 118, Jackson Township, Columbia County, Pennsylvania.

Please accept this letter as authorization to prepare and record a Sheriff's Deed into the name of:

> FNB Bank, N.A., having an address of 1102 Shrewsbury Commons Avenue, Shrewsbury, PA 17361

If you have any questions regarding this request, please contact me at 610-670-2552. Thank you.

Sincerely,

KOZLOFF STOUDT

Professional Corporation

Charles N. Shurr, Jr.

CNS:jlc



Bureau of Individual Taxes PO BOX 280603 Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

,	RECORDER'S USE ONLY			
•	State Tax Paid			
	Book Number			
	Page Number			
	Date Recorded	VA		

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional shapes. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

						·
A. CORRESPONDENT - All inqui	ries ma	ay be directe	ed to the following pe	rson:		
Name Charles N. Shurr, Jr., Esquire					1 -	ne Number: 670-2552
Mailing Address 2640 Westview Drive			City Wyomissing		State PA	ZIP Code 19610
B. TRANSFER DATA						
Date of Acceptance of Document 09 / 05 /	/ 2018			···		
Grantor(s)/Lessor(s)		one Number:	Grantee(s)/Lessee(s)		Telepho	ne Number:
Sheriff of Columbia County		one Number.	FNB Bank, N.A.		Тегерно	ne Number.
Mailing Address			Mailing Address			
Columbia County Courthouse, 35 West	,	,	1102 Shrewsbury Co	mmons Avenue	T	T === - ·
City	State	ZIP Code	City		State	ZIP Code
Bloomsburg	PA	17815	Shrewsbury		PA	17361
C. REAL ESTATE LOCATION						
Street Address			City, Township, Borough			
1334 State Route 118			Benton, Jackson Tov	vnship		
County		District		Tax Parcel Number		
Columbia County	Bento	on Area Scho	ol District	19-06-002		·
D. VALUATION DATA						
Was transaction part of an assignment	nt or re	location?	$\square$ $\vee$ $\boxtimes$ $\vee$			
1. Actual Cash Consideration		er Consideration		3. Total Consideration		
10,987.74		00		= 10,987.74		
		mon Level Ratio	Factor	6. Computed Value		
54,271.00	X 3.8	38		= 210,571.48		
E. EXEMPTION DATA - Refer to	instruc	ctions for ex	emption status.			
1a. Amount of Exemption Claimed	1b. Per	centage of Gran	tor's Interest in Real Estate	1c. Percentage of Gran	itor's Inte	erest Conveyed
\$ 210,571.48	100.0	73		100.00	%	)
2. Check Appropriate Box Below f	or Exe	mption Clai	imed.			
☐ Will or intestate succession.						
			Name of Decedent)	-	state File	Number)
☐ Transfer to a trust. (Attach complet		_	nent identifying all benefi	ciaries.)		
Transfer from a trust. Date of trans						
If trust was amended attach a copy	_					
Transfer between principal and age	nt/straw	party, (Attach	n complete copy of agenc	y/straw party agreei	nent.)	
Transfers to the commonwealth, th tion. (If condemnation or in lieu of	e U.S. a condem	ind instrument nation, attach	talities by gift, dedication copy of resolution.)	, condemnation or i	n lieu of	condemna-
☑ Transfer from mortgagor to a holder	rofam	ortgage in def	fault. (Attach copy of mor	tgage and note/assi	gnment.	)
☐ Corrective or confirmatory deed. (A					_	
☐ Statutory corporate consolidation, a				,		
☐ Other (Please explain exemption cli	_					
Other (Flease explain exemption ci	31111Cu.)	-		<del></del>		
Under penalties of law, I declare that to the best of my knowledge and beli	I have	examined t	his statement, includir	ng accompanying	informa	ition, and
Signature of Correspondent or Responsible Part		,		Da	te	
B A A M A L //		new for F	NBBook, N.A.	91	10   18	



Bureau of Individual Taxes PO BOX 280603 Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY			
State Tax Paid			
Book Number	·		
Page Number			
Date Recorded			

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquir	ies ma	y be directe	d to the following pe	rson:			
Name							ne Number: 370-2552
Charles N. Shurr, Jr., Esquire  Mailing Address			City		· · ·	State	ZIP Code
2640 Westview Drive		Wyomissing			PA	19610	
B. TRANSFER DATA							
Date of Acceptance of Document 09 / 05 /	2018						
		ne Number:	Grantee(s)/Lessee(s) FNB Bank, N.A.			Telepho	ne Number:
Mailing Address			Mailing Address				
Columbia County Courthouse, 35 West	Main St	reet	1102 Shrewsbury Co	ommon	s Avenue		
City	State	ZIP Code	City			State	ZIP Code
Bloomsburg	PA	17815	Shrewsbury			PA	17361
C. REAL ESTATE LOCATION							
Street Address			City, Township, Borough				
1334 State Route 118			Benton, Jackson Tov		1.11		
County		District	1 District	19-06	cel Number		
Columbia County	Bento	n Area Schoo	) DISTRICT	19-00	<u></u>		
D. VALUATION DATA							
Was transaction part of an assignmen			□ Y 図 N				
		er Consideration			Consideration		
10,987.74	+0.0		Pt		987,74 outed Value		
4. County Assessed Value	1	mon Level Ratio	ractor	-	),571.48		
54,271.00	X 3.8			= 210	7,37 1.40		
E. EXEMPTION DATA - Refer to				1- Done	antaga of Cras	tar'a Int	erect Conveyed
1a. Amount of Exemption Claimed \$ 210,571.48	100.0	0	or's Interest in Real Estate	100.00	_	9	erest Conveyed o
2. Check Appropriate Box Below f	or Exe	mption Clai	med.				
☐ Will or intestate succession.			Name of Decedent)		/5	ctato Eilo	Number)
☐ Transfer to a trust. (Attach complet	0.00014.0	,	•	iciaries	•	state i iic	(Number)
			ient identifying an benen	iciai ies.	,		
☐ Transfer from a trust. Date of trans			Lad two set				
If trust was amended attach a copy				/atrain	, namu agroor	mont )	
☐ Transfer between principal and age ☐ Transfers to the commonwealth, th							condemna-
tion. (If condemnation or in lieu of	condem	nation, attach	copy of resolution.)				
Transfer from mortgagor to a holde						gnment	.)
☐ Corrective or confirmatory deed. (A				ed or co	nfirmed.)		
Statutory corporate consolidation, r	nerger o	or division. (Att	ach copy of articles.)				
☐ Other (Please explain exemption class)	aimed.)						
Under penalties of law, I declare that	I have	examined the	nis statement, includi	ng acc	ompanying	inform	ation, and
to the best of my knowledge and beli	<del></del>	true, correct	and complete.				
Signature of Correspondent or Responsible Party					_		
Chap Vas Shr. 4	+++044	un for FA	LB Bonk N.A.		9/1	ه) ارلا	

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



#### PROMISSORY NOTE

Borrower:

Alfred F. Nevel, Jr. Faye M. Nevel 218 Nursery Road Berwick, PA 18603 Lender:

FNB Bank, N.A. Main Office 354 Mill Street Corporate Address Danville, PA 17821

Principal Amount: \$400,000.00

Date of Note: July 30, 2008

PROMISE TO PAY. Alfred F. Nevel, Jr.; and Faye M. Nevel ("Borrower") jointly and severally promise to pay to FNB Bank, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Thousand & 00/100 Dollars (\$400,000.00), together with interest on the unpaid principal balance from July 30, 2003, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

239 consecutive monthly installments on account of principal and interest in the amount of \$3,004.75 each, beginning on August 30, 2008 and continuing on the 30th day of each month thereafter. One final payment of all unpaid principal and all unpaid accrued interest shall be due and payable on July 30, 2028.

INTEREST RATE. The interest rate applicable hereunder is the annual fixed rate of 5.50% for a period of 60 months from the date hereof, followed by the annual variable rate of 1.00% above the Index, as hereinafter defined.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lettder at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the FNB Bank, N.A. Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate of 1.000 percentage point over the Index. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate ellowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: The Borrowar shall have the right to prepay the whole or any part of the principal and interest hereunder provided that: (a) at the time of prepayment no event of default hereunder shall have occurred; (b) any prepayment during any fixed rate period shall be accompanied by a prepayment penalty equal to two (2%) percent of the amount; (c) any partial prepayment shall be applied to the unpaid principal belance, and no prepayment shall reduce the amount of the scheduled installments nor relieve the Borrower from paying the scheduled installments on each due date, until the entire indebtedness is paid. Notwithstanding anything to the contrary set forth above, the prepayment penalty will not be charged if up to twenty (20%) percent of the original principal amount is prepaid from internally generated funds within any loan year. The term "loan year" as used instell is defined as any period of one year commencing on the date hereof or on any amiversary of such date. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. If judgment is entered in connection with this Note, interest will continue to accrue after the date of judgment at the rate in effect at the time judgment is entered. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from

Lender demanding cure of such default: [1] cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacete any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower helds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keegh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by Mortgage on a tract of land in the Township of Jackson, Columbia County, PA and a tract of land in the Township of Hemiock, Columbia County, PA;

Mortgage on a tract of land in the Township of Davidson, Sullivan County, PA;

Assignment of Leases and Rents.

CROSS DEFAULT. Any event of default under any loan due and owing to Lender by Borrower, at any time, shall constitute an event of default under all loans due and owing to Lender by Borrower.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forge enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional oredit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and oradits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or noti

The enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY, GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL CONNECL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:	
x allred F. Merall (Seal) Alfred F. Nevel, Jr.	X MISSEL (Seal)
Signey, acknowledged and delivered in the presence of:  Witness	U
X Witness	

Parcel Identification Number:

#### RECORDATION

REQUESTED BY:
FNB Bank, N.A.
Main Office
354 Mill Street
Corporate Address
Danville, PA 17821

WHEN RECORDED MAIL

TO: FNB Bank, N.A. Collateral P. O. Box 98 East Petersburg, PA 17520

FOR RECORDER'S USE ONLY



\*00001-8000494-900100040031080\*

# OPEN - END MORTGAGE AND SECURITY AGREEMENT

(This instrument is an open-end mortgage and secures future advances pursuant to 42 Pa. C.S. §§ 8143 and 8144, Act No. 126 of 1990)

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$400,000.00.

Amount Secured Hereby: \$400,000.00

THIS MORTGAGE dated July 30, 2008, is made and executed between Alfred F. Nevel, Jr.; and Faye M. Nevel, whose address is 218 Nursery Road, Berwick, PA 18603 (referred to below as "Grantor") and FNB Bank, N.A., whose address is 354 Mill Street, Corporate Address, Danville, PA 17821 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements,

hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Columbia County, Commonwealth of Pennsylvania:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as a tract of land in the Township of Jackson, Columbia County, PA and a tract of land in the Township of Hemlock, Columbia County, PA.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$400,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate,

manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on

account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property ere a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or

any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be

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represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon

default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS. The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Additional Authorizations. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation,

covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and

confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its

interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage and notices pursuant to 42 Pa. C.S.A. Section 8143, et. seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ADVANCE MONEY MORTGAGE. (A) This Mortgage secures future advances made pursuant to the Note or Related Documents. Without limiting the foregoing, this Mortgage secures all advances made by Lender or Banks of any kind or nature described in 42 Pa. C.S.A. § 8144. (B) If Grantor sends a written notice to Lender which purports to limit the indebtedness secured by this Mortgage and to release the obligation of Lender to make any additional advances to or for the benefit of Grantor, such a notice shall be ineffective as to any future advances made: (1) to enable completion of the improvements on the Real Property for which the loan secured hereby was originally made; (2) to pay taxes, assessments, maintenance charges and insurance premiums; (3) for costs incurred for the protection of the Property or the lien of this Mortgage; (4) on account of expenses incurred by Lender by reason of a default of Grantor hereunder or under the Related Documents or under the Note; and (5) on account of any other costs incurred by Lender to protect and preserve the Property or the lien of this Mortgage. It is the intention of the parties hereto that any such advance made by Lender after any such notice by Grantor shall be secured by the lien of this Mortgage on the Property.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successor Interests. The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any

action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Alfred F. Nevel, Jr.; and Faye M. Nevel and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any end all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Alfred F. Nevel, Jr.; and Faye M. Nevel.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under

# MORTGAGE (Continued)

this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means FNB Bank, N.A., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 30, 2008, in the original principal amount of \$400,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**GRANTOR:** 

X afred F. Nevel, Jr. (Seel)		
X Magel (Seal) Faye M. Nevel		
Signed, acknowledged and delivered in the presence of:  X	v v	•
X Witness		18.72
		<u>, </u>

# CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FNB Bank, N.A., herein is as follows:

Main Office, 354 Mill Street, Corporate Address, Danville, PA

Attorney or Agent for Mortgagee

#### TRACT NO. 1:

#### PARCEL NO. 1:

ALL THOSE CERTAIN pieces, parcels and tract of land situate in the Township of Jackson, County of Columbia, Commonwealth of Pennsylvania, more fully bounded and described from a survey and drawing #H-2025-07 by Eric S. Hopkins, P.L.S. dated March 23, 2007, as follows to-wit:

BEGINNING at an existing iron pin on the easterly side of a driveway; THENCE along the line of lands of John A. Zahnd, Jr., the following course and distance: (1) North seventy-eight (78) degrees fifty-six (56) minutes fifty-seven (57) seconds West, one thousand three hundred fifty-two and fifty-nine hundredths (1,352.59') feet to a point; THENCE along the line of lands of the Jerseytown Hunting Club, the following course and distance: (2) North forty-two (42) degrees fifteen (15) minutes twenty-five (25) seconds East, nine hundred forty and eighty-six hundredths (940.86') feet to an existing #8 rebar; THENCE along the line of lands of Anna Koch, the following course and distance: (3) North forty-two (42) degrees nine (9) minutes forty (40) seconds East, one thousand two hundred eighty-six and sixty-four hundredths (1286.64') feet to an existing #5 rebar; THENCE along the line of lands of Michael T. and Elaine E. Harding, the following course and distance: (4) South eighty-three (83) degrees zero (00) minutes nine (09) seconds East, two hundred fifty and forty-three hundredths (250.43') feet to an existing stone corner; THENCE along the line of lands of Joseph Gionta, Jr., the following course and distance: (5) South twelve (12) degrees thirty-one (31) minutes twenty-seven (27) seconds West, one thousand nine hundred twenty-four and sixty-six hundredths (1,924.66') feet to an existing iron pin, being the point and place of BEGINNING. CONTAINING 35.080 acres of land in all.

#### PARCEL NO. 2:

BEGINNING at a corner on the northern side of the State Highway leading from Williamsport to Wilkes-Barre (Route #118) in line of land now or formerly of Joseph Gionta, Jr.; THENCE along the northern side of said Highway in a southwesterly direction, a distance of 14 feet, more or less, to a corner in other lands now or formerly of John A. Zahnd, Jr.; THENCE by the same, North 21 degrees East, 1,592 feet, more or less, to a corner in line of lands now or formerly of Anna Kochi; THENCE by the same, South 69 degrees East, 14 feet to a stone heap corner in line of lands now or formerly of Joseph Gionta, Jr.;; THENCE by the same, South 21 degrees West, 1,592 feet, more or less, to a corner on the northern side of the State Highway leading from Williamsport to Wilkes-Barre, the place of BEGINNING.

BEING THE SAME PREMISES which Anna Koch, single, by her Deed dated July 30, 2008, and intending to be forthwith recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Alfred F. Nevel, Jr. and Faye M. Nevel, husband and wife, Mortgagors herein.

ALL THAT CERTAIN messuage, tenement and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pipe in the easterly line of lands of Wilbur and Mildred Shultz, said iron pipe marking the northwesterly corner of lands of Eugene A. Sr. and Gertrude L. Derr, thence along the easterly line of said Shultz, North 19 degrees 43 minutes 12 seconds West, 1021.76 feet to an iron pin marking a southerly corner of Parcel "B" of the Alfred F. Nevel Jr. and Rosemary A. Moore Subdivision; thence along said Parcel "B", North 53 degrees 54 minutes 06 seconds East, 768.22 feet to an iron pin; thence along same, South 79 degrees 41 minutes 03 seconds East, 213.49 feet to an iron pin; thence along same North 82 degrees 48 minutes 16 seconds East, 401.39 feet to an iron pin; thence along same, and along the westerly line of lands of Rosemary A. Moore, South 1 degree 48 minutes 33 seconds East, 765.55 feet to an iron pin in the westerly line of lands of said Moore; thence along the westerly line of said Moore, South 4 degrees 19 minutes 42 seconds East, 128.77 feet to an iron pin; thence along same, South 7 degrees 32 minutes 36 seconds East, 55.14 feet to an iron pin; thence along same, South 31 degrees 00 minutes 19 seconds East, 52.45 feet to an iron pin marking the southwesterly corner of lands of said Moore, said iron pin also marking the northwesterly corner of Parcel "D" of said subdivision; thence along the westerly line of said Parcel "D", South 45 degrees 24 minutes 57 seconds East, 144.52 feet to an iron pin in the northerly right-of-way of Schoolhouse Road (T-826), said iron pin marking the southwesterly corner of said Parcel "D", thence along the right-of-way of said (T-826), South 40 degrees 35 minutes 13 seconds West, 97.63 feet to an iron pin marking the southeasterly corner of lands of Alfred Nevel Jr.; thence along the easterly line of lands of said Nevel, North 47 degrees 25 minutes 00 seconds West, 135.82 feet to an iron pin marking the northeasterly comer of lands of said Nevel; thence along the westerly line of lands of said Nevel and also Lot No. 3 as per survey by Orangeville Surveying consultants 9/2/93, south 42 degrees 04 minutes 22 seconds West, 365.74 feet to an iron pin marking the northwesterly corner or said Lot No. 3; thence along the westerly line of said Lot No. 3, South 47 degrees 54 minutes 50 seconds East, 24.00 feet to an iron pin marking the northeasterly corner of Lot No. 3 as per survey by Richard C. Parsons Surveying 5/29/97; thence along the northerly line of said Lot No. 3, South 45 degrees 40 minutes 00 seconds West, 162.04 feet to an iron pin marking the northwesterly corner of said lot No. 3; thence along the westerly line of said Lot No. 3, South 33 degrees 00 minutes 00 seconds East, 93.16 feet to an iron pin; thence along same, and curve to the left, with a delta angle of 99 degrees 15 minutes 07 seconds, a radius of 35 feet, an arc length of 60.63 feet, a tangent of 41.16 feet, a chord bearing of South 82 degrees 37 minutes 33 seconds East, and a chord distance of 53.33 feet to an iron pin in the northerly right-of-way of said (T-826), said iron pin marking the southwesterly corner of said Lot No. 3; thence along the right-of-way of said (T-826), South 46 degrees 21 minutes 43 seconds West, 41.34 feet to a point; thence along same, South 52 degrees 56 minutes 36 seconds West, 50.13 feet to a point; thence along same South 49 degrees 39 minutes 14 seconds West, 32.54 feet to an iron pin marking the southeasterly corner of Lot No. 2 as Richard C. Parson 5/29/97; thence along the easterly line of said Lot No. 2, and curve to the left with a delta angle of 85 degrees 31 minutes 38 seconds, a radius of 35.00 feet, an arc length of 52.25 feet, a tangent of 32.37 feet, a chord bearing of North 9 degrees 45 minutes 49 seconds East, and a chord distance of 47.53 feet to an iron pin; thence along same North 33 degrees 00 minutes 00 seconds West, 167.75 feet to an iron pin marking the northeasterly corner of said Lot No. 2; thence along the northerly line of Lot No. 2 & 1, South 58 degrees 58 minutes 34 seconds West, 198.53 feet to an iron pin in the easterly line of lands of Eugene A. Sr. and Gertrude L. Derr, said iron pin marking the northwesterly corner of said Lot No. 1, thence along the easterly line of said Derr, North 19 degrees 52 minutes 59 seconds West, 265.59 feet to an iron pipe marking the northeasterly corner of lands of said Derr; thence along the northerly line of lands of said Derr, South 60 degrees 53 minutes 36 seconds West, 244.64 feet to the point of BEGINNING.

#### CONTAINING 32.635 acres of land in all.

Being more fully described as Parcel "A" as shown on a draft of survey prepared by Richard C. Parsons, Land Surveying, 45 West Center Street, Elysburg, Pennsylvania, dated August 28, 1997 and recorded in Columbia County Map Book 7, at Page 1295, etc.

# EXCEPTING AND RESERVING THEREFROM THE FOLLOWING CONVEYANCES:

PARCEL OF LAND containing 0.550 acres and being Lot No. 6 as recorded in Columbia County Record book 708, Page 538, etc.

PARCEL OF LAND containing 1.545 acres and being Lot No. 3 as recorded in Columbia County Record Book 735, Page 507, etc.

PARCEL OF LAND containing 0.508 acres and being Lot No. 2 as recorded in Columbia County Instrument No. 2000006392, etc.

PARCEL OF LAND containing 0.564 acres and being Lot No. 7 as recorded in Columbia County Instrument No. 20010658, etc.

PARCEL OF LAND containing 0.565 acres and being Lot No. 10 as recorded in Columbia County Instrument No. 200104897, etc.

PARCEL OF LAND FOR Deed of Dedication to Hemlock Township for Eileen's Way, Rose Lane and Penn Brook Drive as recorded in Columbia County Instrument No. 200106204, etc.

PARCEL OF LAND containing 0.512 acres and being Lot No. 1 as recorded in Columbia County Instrument No. 200214908, etc.

PARCEL OF LAND containing 0.721 acres and being Lot No. 5 as recorded in Columbia County Instrument No. 200403100, etc.

PARCEL OF LAND containing 1.106 acres and being Lot No. 4 as recorded in Columbia County Instrument No. 200403862, etc.

PARCEL OF LAND containing .666 acres and being Lot No. 9 as recorded in Columbia County Instrument No. 200410585, etc.

PARCEL OF LAND containing 0.579 acres and being Lot No. 8 as recorded in Columbia County Instrument No. 200408059, etc.

PARCEL OF LAND containing 0.815 acres and being Lot No. 13 as recorded in Columbia County Instrument No. 200509951, etc.

PARCEL OF LAND containing 0.154 acres and being Parcel No. A01 as recorded in Columbia County Instrument No. 200700681, etc.

PARCEL OF LAND being Lot No. 11 as recorded in Columbia County Instrument No. 200701060, etc.

BEING THE SAME PREMISES which Alfred F. Nevel, Jr. and Faye M. Nevel, his wife, by their Deed dated July 30, 2008, and intending to be forthwith recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Alfred F. Nevel, Jr. and Faye M. Nevel, his wife, Mortgagors herein.

MORTGAGE
(Continued)

Loan No	(Continued)	Page 17
IND	IVIDUAL ACKNOWLEDGIVIEN	Т
COMMONWEALTH OF PENNSY	LVANIA )	
	•	SS
COUNTY OF MOTTOU	W. J	
names are subscribed to the wifer the purposes therein contain in witness whereof, I hereu comments of the comments of the wife and the comments of the wife and the comments of the comments	PENISTYANIA INOTARY Public in and for REAL PROPERTY PROPE	that they executed the same

LASER PRO Lending, Vor. 3.53.00.004 Copt. Harland Financial Selections, Inc., 1997, 2008. All Rights Reserved. - PA. GALPINGORAL CHILD LOSS TR-03172



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

Instrument Number - 200807633 Recorded On 7/31/2008 At 2:28:38 PM

- \* Instrument Type MORTGAGE Invoice Number - 124068
- \*Mortgagor NEVEL, ALFRED F -JR
- \* Mortgagee FNB BANK User - TSA

#### \* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$46.00
RECORDING FEES -	\$46.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$107.50

\* Total Pages - 21

This is a certification page

# DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: BOX HOMETOWN ABSTRACT

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



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. FNB BANK, N.A.

SHERIFF OF COLUMBIA COUNTY

19294

09/18/2018

 Document Date
 Document Number
 Description
 Base Amount
 Net Amount

 09/05/2018
 2017CV611
 RE: 1334 STATE RTE 118, BENTON, PA
 \$9,637.74
 \$9,637.74

 Total
 \$9,637.74
 \$9,637.74

THIS CHECK IS VOID WITHOUT A BLUE AND GREEN BACKGROUND, MICROPRINT LINES IN THE BORDER, A WATERMARK AND VISIBLE FLOURESCENT FIBERS.

FNB Bank

ANENGROFINE VILLONE BY NANCHAL FAMILY

FNB BANK, N.A. 354 MILL STREET DANVILLE, PA 17821

FNB BANK, N.A. DANVILLE, PA 17821

DATE 09/18/2018

\*\*\*VOID AFTER 90 DAYS\*\*\*

AMOUNT

TO THE ORDER OF

SHERIFF OF COLUMBIA COUNTY

\$9,637.74\*\*

PAY

Nine Thousand Six Hundred Thirty-Seven and 74/100 DOLLARS

SHERIFF OF COLUMBIA COUNTY COLUMBIA COUNTY COURTHOUSE 35 W. MAIN STREET BLOOMSBURG, PA 17815

Male B. 19/1/\_

SIPO 19 29 19 110 3 1 3 0 5 7 1 5 10 0 2 9 9 6 1 6 1 3 3 1 1 1

TOTAL DUE:

s 10987, 74

LESS DEPOSIT:

\$ 1350,00

DOWN PAYMENT:

\$\_\_\_\_\_

TOTAL DUE IN 8 DAYS

s 9637, 74

FNB BANK, N.A., : IN THE COURT OF COMMON PLEAS OF

Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

vs.

:

FAYE M. NEVEL,

Defendant

NO. 2018-ED-2

NO. 2017-CV-611

#### <u>ORDER</u>

AND NOW, this day of <u>July</u>, 2018, upon consideration of Plaintiff's Motion to Continue Sheriff's Sale of Defendant's Real Property, it is

HEREBY ORDERED that the August 8, 2018 Sheriff's Sale of the Defendant's real property located at 1334 State Route 118, Jackson Township, Columbia County, Pennsylvania be continued to the September 5, 2018 Sheriff's Sale without any further notice or re-advertising of such sale, and the Sheriff is hereby directed to announce at the August 8, 2018 Sheriff's Sale the continuance of the sale of such property to the September 5, 2018 Sheriff's Sale.

BY THE COURT

15/ Thomas Q. James of J.

77 77 FNB BANK, N.A.,

Plaintiff

: IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

vs.

•

FAYE M. NEVEL,

**Defendant** 

NO. 2018-ED-2

NO. 2017-CV-611

### **ORDER**

AND NOW, this 25 day of 50, 2018, upon consideration of Plaintiff's Motion to Continue Sheriff's Sale of Defendant's Real Property, it is

HEREBY ORDERED that the August 8, 2018 Sheriff's Sale of the Defendant's real property located at 1334 State Route 118, Jackson Township, Columbia County, Pennsylvania be continued to the September 5, 2018 Sheriff's Sale without any further notice or re-advertising of such sale, and the Sheriff is hereby directed to announce at the August 8, 2018 Sheriff's Sale the continuance of the sale of such property to the September 5, 2018 Sheriff's Sale.

BY THE COURT

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(2) (2) FNB BANK, N.A.,

Plaintiff

: IN THE COURT OF COMMON PLEAS OF

: COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

vs.

:

FAYE M. NEVEL,

**Defendant** 

NO. 2018-ED-2

NO. 2017-CV-611

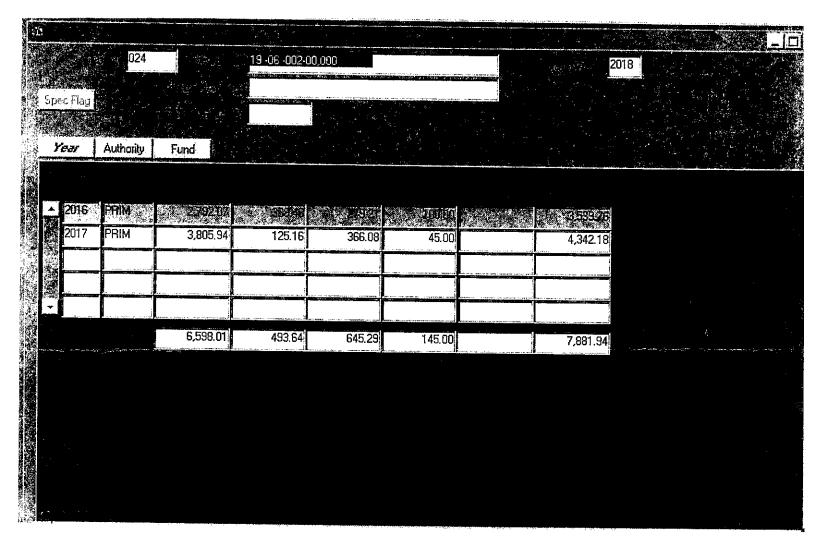
# **ORDER**

HEREBY ORDERED that the June 6, 2018 Sheriff's Sale of the Defendant's real property located at 1334 State Route 118, Jackson Township, Columbia County, Pennsylvania be continued to the August 8, 2018 without any further notice or re-advertising of such sale, and the Sheriff is hereby directed to announce at the June 6, 2018 Sheriff's Sale the continuance of the sale of such property to the August 8, 2018 Sheriff's Sale.

BY THE COURT

2018 JUN -5 P 2: 16

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\$8.065.59 July amount

# KozloffStoudt Attorneys

# FACSIMILE COVER SHEET FROM THE DESK OF JANE LOUISE COOMBS, PARALEGAL FOR

CHARLES N. SHURR, JR., ESQUIRE

To:

Attn: Real Estate Division - Sheriff of Columbia County

FACSIMILE NO:

570-389-5625

DATE:

May 17, 2018

SUBJECT:

Fulton Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

OUR FILE NO.:

203099-072

TRANSMITTING:

12 (including this page)

#### COMMENTS:

Since we have not received "acknowledgment" copies of the Certificate(s) of Filing – Notice of the Date of Continued Sheriff's Sale sent to your office on May 3, 2018 and May 14, 2018, we are forwarding them to you via Fax Transmission and will follow-up via telephone to ensure that the Certificate(s) have been received.

If you have any questions, please contact me at <u>jcoombs@kozloffstoudt.com</u> or by phone at 484-818-7062.

Thank you.

The facsimile transmission and any accompanying documents contain time sensitive information belonging to the sender that may be confidential and legally privileged. This information is inlended only for the use of the individual or entity to whom this facsimile was sent as indicated above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or action taken in reliance to the contents of the information contained in this facsimile transmission is strictly prohibited. If you have received this communication in error, please call to arrange for the return of documents at our expense.

# Attorñeys

Email Address: jcoombs@kozloffstoudt.com

May 3, 2018

Attn: Real Estate Division Sheriff of Columbia County Columbia County Courthouse 35 West Main Street Bloomsburg, PA 17815

Re:

FNB Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

Sheriff's Sale:

Wednesday, April 4, 2018

Owners:

Alfred F. Nevel, Jr. (Deceased) and Faye M. Nevel

Property:

1334 State Route 118, Jackson Township, Columbia County, PA

#### Dear Sheriff:

Enclosed, for submission to your office, is a Certificate of Filing - Notice of the Date of Continued Sheriff's Sale for the above-referenced proceeding. acknowledge acceptance of this document by time-stamping the enclosed "copy" of same and return it to me in the envelope provided herein.

If you should have any questions regarding this request, please contact me at 484-818-7062.

Thank you.

Sincerely,

KOZLOFF STOUDT

Professional Corporation

Enclosures

Attorneys for Plaintiff

KOZLOFF STOUDT Charles N. Shurr, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552

FNB BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

vs.

:

FAYE M. NEVEL,

Defendant

NO. 2017-CV-611

#### CERTIFICATE OF COMPLIANCE

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

KOZLOFF STOUDT

Bv:

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

(610) 670-2552

Attorneys for Plaintiff

KOZLOFF STOUDT Charles N. Shurr, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552

FNB BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

vs.

:

FAYE M. NEVEL,

Defendant

NO. 2017-CV-611

#### CERTIFICATE OF FILING

To: Sheriff of Columbia County

On April 30, 2018, the original Notice of the Date of Continued Sheriff's Sale ("Notice") in the above-captioned proceeding was filed with the Prothonotary of Columbia County. A copy of said Notice is attached hereto as Exhibit A.

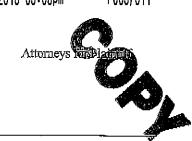
KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552

KOZLOFF STOUDT Charles N. Shur, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552



FNB BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

VS.

FAYE M. NEVEL,

Defendant

NO. 2017-CV-611

## NOTICE OF THE DATE OF CONTINUED SHERIFF'S SALE

To: Prothonotary of Columbia County

The Sheriff's Sale scheduled for April 4, 2018 at 9:00 a.m., in the above-captioned proceeding has been continued to May 2, 2018 at 9:00 a.m.

KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552

# KozloffStoudt Attorneys

Email Address: jcoombs@kozloffstoudt.com

May 14, 2018

Attn: Real Estate Division Sheriff of Columbia County Columbia County Courthouse 35 West Main Street Bloomsburg, PA 17815

Re:

FNB Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

Sheriff's Sale:

Wednesday, May 2, 2018

Owners:

Alfred F. Nevel, Jr. (Deceased) and Faye M. Nevel

Property:

1334 State Route 118, Jackson Township, Columbia County, PA

#### Dear Sheriff:

Enclosed, for submission to your office, is a Certificate of Filing - Notice of the Date of Continued Sheriff's Sale for the above-referenced proceeding. acknowledge acceptance of this document by time-stamping the enclosed "copy" of same and return it to me in the envelope provided herein.

If you should have any questions regarding this request, please contact me at 484-818-7062.

Thank you.

Sincerely,

KOZLOFF STOUDT Professional Corporation

Enclosures

KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552 Attorneys for Plaintiff

FNB BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

VS.

:

FAYE M. NEVEL,

Defendant

NO. 2017-CV-611

#### CERTIFICATE OF COMPLIANCE

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

KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

(610) 670-2552

KOZLOFF STOUDT

Charles N. Shur, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552 Attorneys for Plaintiff

FNB BANK, N.A.,

: IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

VS.

•

FAYE M. NEVEL,

:

Defendant

NO. 2017-CV-611

#### **CERTIFICATE OF FILING**

To: Sheriff of Columbia County

On MAY 7, 2018, the original Notice of the Date of Continued Sheriff's Sale ("Notice") in the above-captioned proceeding was filed with the Prothonotary of Columbia County. A copy of said Notice is attached hereto as Exhibit A.

#### KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552

# EXHIBIT A

KOZLOFF STOUDT Charles N. Shurr, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552



FNB BANK, N.A.,

: IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

vs.

•

FAYE M. NEVEL,

Defendant : NO.

NO. 2017-CV-611

### NOTICE OF THE DATE OF CONTINUED SHERIFF'S SALE

To: Prothonotary of Columbia County

The Sheriff's Sale scheduled for May 2, 2018 at 9:00 a.m., in the above-captioned proceeding has been continued to June 6, 2018 at 9:00 a.m.

KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552

Attorneys for Plaintiff

ANAMOROPALINGS OF STANDARD ALTHOUGH CONTRACT OF STANDARD AND ALTHOUGH CONTRACT OF STANDARD AND ALTHOUGH CONTRACT OF STANDARD A

FNB BANK, N.A., : IN THE COURT OF COMMON PLEAS OF

Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: CONFESSION OF JUDGMENT

FAYE M. NEVEL,

VS.

Defendant : NO. 2017-CV-611

2018 - ED-2

#### WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. A summary of the major exemptions are listed below. You may have other exemptions or other rights.

#### MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- 1. \$300 statutory exemption
- 2. Bibles, school books, sewing machines, uniforms and equipment
- 3. Most wages and unemployment compensation
- 4. Social Security benefits
- 5. Certain retirement funds and accounts
- 6. Certain veteran and armed forces benefits
- 7. Certain insurance proceeds
- 8. Such other exemptions as may be provided by law

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

### PENNSYLVANIA LAWYER REFERRAL SERVICE PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186 HARRISBURG, PA 17108 TELEPHONE: 800-692-7375

NORTH PENN LEGAL SERVICES 168 E. 5TH STREET BLOOMSBURG, PA 17815 TELEPHONE: 570-784-8760



Email Address: jcoombs@kozloffstoudt.com

May 14, 2018

Attn: Real Estate Division Sheriff of Columbia County Columbia County Courthouse 35 West Main Street Bloomsburg, PA 17815

Re:

FNB Bank, N.A. vs. Faye M. Nevel

Docket No. 2017-CV-611

Sheriff's Sale:

Wednesday, May 2, 2018

Owners:

Alfred F. Nevel, Jr. (Deceased) and Faye M. Nevel

Property:

1334 State Route 118, Jackson Township, Columbia County, PA

#### Dear Sheriff:

Enclosed, for submission to your office, is a Certificate of Filing - Notice of the Date of Continued Sheriff's Sale for the above-referenced proceeding. acknowledge acceptance of this document by time-stamping the enclosed "copy" of same and return it to me in the envelope provided herein.

If you should have any questions regarding this request, please contact me at 484-818-7062.

Thank you.

Sincerely,

KOZLOFF STOUDT

Professional Corporation

**Enclosures** 

Charles N. Shurr, Jr., Esquire Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552

FNB BANK, N.A.,

: IN THE COURT OF COMMON PLEAS OF

Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

VS.

٠

FAYE M. NEVEL,

:

Defendant

NO. 2017-CV-611

#### **CERTIFICATE OF FILING**

To: Sheriff of Columbia County

On MAY 7, 2018, the original Notice of the Date of Continued Sheriff's Sale ("Notice") in the above-captioned proceeding was filed with the Prothonotary of Columbia County. A copy of said Notice is attached hereto as Exhibit A.

#### **KOZLOFF STOUDT**

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552

KOZLOFF STOUDT Charles N. Shurr, Jr., Esquire

Attorney I.D. #74813 2640 Westview Drive Wyomissing, PA 19610 (610) 670-2552



FNB BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF

**Plaintiff** 

COLUMBIA COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

VS.

:

FAYE M. NEVEL,

•

Defendant

NO. 2017-CV-611

### **CERTIFICATE OF FILING**

To: Sheriff of Columbia County

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KOZLOFF STOUDT

Charles N. Shurr, Jr., Esquire

2640 Westview Drive Wyomissing, PA 19610

610-670-2552