Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

First Columbia Bank and Trust Co. vs.
MARK BARONE

Case Number 2018CV172

PROPERTY ADDRESS

63 CEMETERY ROAD, STILLWATER, PA 17878

REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	<i>MEMO</i>	CHK #DI	EBIT	CREDIT
05/10/2018	Advance Fee	Advance Fee	100819 \$	0.00	\$1,350.00
05/10/2018	Advertising Sale (Newspaper)		\$1	5.00	\$0.00
05/10/2018	Advertising Sale Bills & Copies		\$1	7.50	\$0.00
05/10/2018	Crying Sale		\$1	0.00	\$0.00
05/10/2018	Docketing		\$1	5.00	\$0.00
05/10/2018	Levy		\$1	5.00	\$0.00
05/10/2018	Mailing Costs		\$4	2.00	\$0.00
05/10/2018	Posting Handbill		\$1	5.00	\$0.00
05/10/2018	Poundage		\$21	9.36	\$0.00
05/10/2018	Press Enterprise Inc.		\$81	6.00	\$0.00
05/10/2018	Sheriff Automation Fund		\$5	0.00	\$0.00
05/10/2018	Web Posting		\$10	00.00	\$0.00
07/16/2018	Service		\$18	30.00	\$0.00
07/16/2018	Service Mileage		\$1	6.00	\$0.00
07/16/2018	Copies		\$	6.00	\$0.00
07/16/2018	Notary Fee		\$1	0.00	\$0.00
07/16/2018	Tax Claim Search		9	5.00	\$0.00
07/16/2018	Surcharge		\$13	30.00	\$0.00
			\$1,60	61.86	\$1,350.00

TOTAL BALANCE: \$(311.86)

Printed: 7/16/2018 9:44:52AM concentryState Sheets, Fellowsch Inc. Page 1 of 1



HARDING, HILL & TUROWSKI LLP

ATTORNEYS AT LAW

38 West Third Street | Bloomsburg, PA 17815 570.784.6770 Telephone | 570.784.6075 Facsimile www.hhtlegal.com

July 10, 2018

HAND DELIVERED

Columbia County Sheriff's Office Columbia County Courthouse P. O. Box 380 Bloomsburg, PA 17815

RE: First Columbia Bank & Trust Co. vs. Mark F. Barone Columbia County, PA - No. 2018-CV-172/No. 2018-ED-48 - Mortgage Foreclosure

Dear Sheriff Chamberlain:

The above matter is scheduled for Sheriff Sale on July 25, 2018. Please remove this case from the Sheriff Sale list as this matter has been settled. The judgment amount was for \$148,408.23 and the amount paid to the bank on July 9, 2018, to bring his loan current was \$10,968.03.

Enclosed with this correspondence please find a time-stamped copy of the Praecipe to Discontinue filed to the above matter.

Very truly yours,

Harding, Hill & Turowski, LLP

P. Jeffrey Hill

PJH/ts Enclosure

cc. Ben Clark, Vice President, First Columbia Bank & Trust Co. (w/enc.)

HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

FILED PROTHSHOTARY

2018 JUL 10 P 2: 11

OLETH OF COURTS F COUNTY OF COLUMN

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

: NO. 2018 – ED – 48

VS.

: NO. 2018 - CV - 172

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the record in the above-captioned case settled and discontinued without prejudice.

Date: 7 10/18

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff
38 West Third Street
Bloomsburg, PA 17815

570-784-6770

Attorney I.D. #30004

DISCONTINUANCE

AND NOW, this ______ day of ______ captioned action is hereby marked discontinued.

_, 2018, the above

PROTHONOTARY:

Barbara M. Selvettyki

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26^{TH} JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF.

VS.

: NO. 2018 – CV – 172

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

CERTIFICATION

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

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff 38 West Third Street Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

COUNTY OF COLUMBIA TAX CLAIM BUREAU PO BOX 380 BLOOMSBURG PA 17815

REAL ESTATE TAX CERTIFICATION Fee: \$5.00 Cer

Date: 07/06/2018

Cert. NO: 32789

BARONE MARK F 63 CEMETERY ROAD STILLWATER PA 17878

District: STILLWATER BORO Deed: 20150 -0795 Location: 63 CEMETERY RD Parcel Id:33 -02 -011-03,000

Assessment: 39,994 Balances as of 07/06/2018

YEAR TAX TYPE TAX AMOUNT PENALTY DISCOUNT NO TAX CLAIM TAXES DUE BALANCE PAID

By: Columbia County Sheriff	Per:
-----------------------------	------



HARDING, HILL & TUROWSKI LLP

ATTORNEYS AT LAW

38 West Third Street | Bloomsburg, PA 17815 570.784.6770 Telephone | 570.784.6075 Facsimile www.hhtlegal.com

June 26, 2018

HAND DELIVERED

Columbia County Sheriff's Office Columbia County Courthouse P. O. Box 380 Bloomsburg, PA 17815

RE: First Columbia Bank & Trust Co. vs. Mark F. Barone Mortgage Foreclosure – No. 2018-CV-172; No. 2018-ED-48

Dear Sheriff:

The Sheriff's Sale in the above matter is scheduled for Wednesday, July 25, 2018. Enclosed please find a copy of the time-stamped Order signed by Judge James on June 25, 2018, allowing the Plaintiff to amend the writ nunc pro tune filed in this matter.

Please note that the new judgment amount is \$148,408.23.

If you have any questions regarding this matter, please contact my office.

Very truly yours

Harding, Hill & Turowski, LLP

P. Jeffrey Hill

PJH/ts Enclosure

cc. Jeff Nelson, VP, First Columbia Bank & Trust Co.

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

: NO. 2018 - ED - 48

VS.

: NO. 2018 - CV - 172

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

<u>ORDER</u>

AND NOW, this ______ day of June, 2018, upon consideration of Plaintiff's Motion to Reassess Damages, the Prothonotary is **ORDERED** to amend the writ nunc pro tune in this case as follows:

Principal Balance	\$138,864.95
Interest through June 15, 2018	3,901.42
Late Charges	286.11
Title Search Fee	125.00
Appraisal Fee	125.00
Columbia Cty. Prothonotary	204.75
Columbia Cty. Sheriff-service	51.00
Columbia Cty. Sheriff-costs	1,350.00
Attorney's Fees	3,500.00

TOTAL

\$148,408.23

Plus interest at 6% per annum.

NOTE: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

Pursuant to Pa R.C.P. 236, the Prothonotary is hereby directed to record this Order and serve a copy of the same on all interested parties.

BY THE COURT:

P.J.

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Columbia Bank and Trust Co.
vs.
MARK BARONE

Case Number 2018CV172

SHERIFF'S RETURN OF SERVICE

05/15/2018 01:22 PM - DEPUTY WILLIAM MINER, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: MARK BARONE AT 63 CEMETERY ROAD, STILLWATER, PA 17878.

ØWILLIAM MINER, DEPUTY

SO ANSWERS,

Limity T. Chambulous

TIMOTHY T. CHAMBERLAIN, SHERIFF

May 16, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

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

NOTARY
Affirmed and subscribed to before me this

16TH day of MAY , 2018

Sarah Jone Klengama

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Colum vs. MARK BAF	ibia Bank and Trus	t Co.			Case Number 2018CV172
		SHERIFF	'S RETURN OF	SERVICE	
06/05/2018	SERVICE WAS P	ERFORMED BY P	OMAN, BEING DULY : OSTING A TRUE CO 53 CEMETERY ROAD	PY OF THE REQUI D, STILLWATER, PA	OUDMAN, DEPUTY
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June 05, 20	18			TIMOTHY	T. CHAMBERLAIN, SHERIFF
				SARAH JANE KUI TOWN OF BLOOM	LTH OF PENNSYLVANIA TARIAL SEAL INGAMAN, NOTARY PUBLIC ISBURG, COLUMBIA COUNTY DN: EXPIRES OCT. 4, 2020
Affirmed ar	nd subscribed to be	fore me this	NOTARY	0	•
5TH	day of	JUNE	, 2018	Sauch Jo	ane Klingamas

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

	nbia Bank and Trust Co.			Case Num	
vs. BARONE, N	MARK			2018CV1	72
	SERVICE CO	VER SHE	EET		
Service Det	tails:		e groon.		1
Category:	Real Estate Sale - Posting - Sale Bill			Zone:	
Manner:	< Not Specified >	Expires:	**	Warrant:	
Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 AM SHERIFF'S SALE BILL				;
Serve To:		Final Serv	ice:		
Name:	(POSTING)	Served:	Personally Adu	It In Charge (Pos	ted) Other
Primary Address:	63 CEMETERY ROAD STILLWATER, PA 17878	Adult in Charge:		and the second s	1 1 1 max.
Phone:	DOB:	Relation:			
Alternate Address:	· · · · · · · · · · · · · · · · · · ·	Date:	10/5/18	Time:	1350
Phone:		Deputy:	122/19	Mileage:	
Attorney /	Originator:			п	
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		, w. (.a)
Service At	ttempts:			4	
Date:					
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Deputy:					
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PRESS - ENTERPRISE

3185 Lackawanna Ave Bloomsburg, PA 17815

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

Fax: (570) 784-6152 Proof of Ad 05/15/18

Ad ID:

1136940

Description:

BARONE MARK SHERRIF

SALE

Run Dates:

07/04/18 to 07/18/18

Class:

Agate Lines:

Blind Box:

201

Account:

Name:

Company: TIM CHAMBERLAIN - COLUM COUNTY SHER

Address:

PO BOX 380

BLOOMSBURG, PA 17815

Telephone: (570) 389-5622

Total Ad Cost **Amount Paid**

\$1,218.00 \$0.00

Publication Press Enterprise

Start Stop 07/04/1807/18/18 Inserts

Cost \$1,218.00

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure) No. 2018CV172

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

WEDNESDAY, JULY 25, 2018 AT 9:00 O'CLOCK A.M.

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of tribution will be on file in the Sheriffs Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriffs Office prior thereto. ALL THAT CERTAIN piece, parcel or tract of land situate in Stillwater Borough. Columbia County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point at the intersection of a proposed 50 foot rightof-way and Township Route #629; Thence by the center of the proposed rightof-way the following courses and distances: South 55 degrees 36 min utes West, 139.2 feet to a point. Thence South 64 (erroneously noted as 34 degrees 37 minutes West, 131. feet to a point. Thence South 65 degrees 36 minutes West, 131. feet to a point. Thence South 65 degrees 36 minutes West, 131. feet to a point. Thence South 65 degrees 36 minutes West, 131. feet to a point. Thence South 65 degrees 36 minutes West, 227.8 feet to a point. Thence South 64 degrees 36 minutes West, 227.8 feet to a point. Thence South 64 currence South 65 degrees 36 minutes West, 227.8 feet to a point. Thence South 64 currence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point. Thence South 65 degrees 36 minutes West, 220.8 feet to a point Thence South 65 degrees 36 minutes West, 220.8 feet to a point Thence South 65 degrees 36 minutes West, 220.8 feet to a point Thence South 65 degrees 36 minutes West, 220.8 feet to a point South 66 degrees 36 minutes West 42 feet to a point in the center of a culvert and in line of other lands now or formerly of Lloyd M. and Doris E. Miller, Thence by the same the following two courses and distances; North 57 degrees 23 minutes West, 301 feet to a point in the center of a small creek; Thence through an iron pin North 48 degrees to a point in the center of a small creek: Thence through an iron pin North 48 degrees 38 minutes East, 500.2 feet to a point in the center of Township Route **629; Thence by the center of said Township Route **629 the following courses and distances: South 60 degrees 05 minutes East, 308.3 feet to a point; Thence South 68 degrees 14 minutes East, 28.1 feet to a point; Thence South 69 degrees 15 minutes East, 26 feet to a point; Thence South 82 degrees 29 minutes East, 32.5 feet to a point; Thence North 79 degrees 02 minutes East, 36.9 feet to the place of BEGINNING. CONTAINING 4.18 acres. This description is prepared from draft of survey of Construction Engineering, Inc. dated May 6, 1974. BEING the same premises which Mark F. Barone and Lucienne M. Barone, husband and wife, by Deed dated January 27, 2015, and recorded with the Register and Recorder of Columbia County on February 4, 2015, to Instrument No. 201500795, granted and conveyed unto Mark F. Barone.

PROPERTY ADDRESS: 63 Cemetery Road, Stillwater, Pennsylvania, 17878.

PROPERTY IMPROVED: Split level — Detached 2-story car garage with attached 6x8 Shed. UPI/TAX PARCEL NUMBER: 33-02-011-03 Seized and taken into execution to be sold as the property of MARK BARONE in suit of FIRST COLUMBIA BANK AND

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

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

TIMOTHY T CHAMBERLAIN, Sheriff COLUMBIA COUNTY, Pennsylvania

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

BARONE, MARK

63 CEMETERY ROAD, STILLWATER, PA 17878

NO EXPIRATION

First Colum vs. BARONE,	nbia Bank and Trust Co. MARK		ļ		Number BCV172
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Name:	MARK BARONE	Served:	Personally Adu	lt In Charge ·	Posted · Other
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Attorney /	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	Company of the Compan	ayan ayaya ara aya a sanara ayaa sanara ahaa sanara ahaa sanara ahaa sanara ahaa sanara ahaa sanara ahaa sanar
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Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

First Colun vs. BARONE,	nbia Bank and Trust Co.				Number BCV172
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Name:	OCCUPANT	Served:	Personally · Ad	luit In Charge ·	Posted · Other
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Phone:	DOB:	Relation:	AST, OC	Cupian	<i>Z</i>
Alternate Address:		Date:	5/15/10	Time:	1322
Phone:		Deputy:	San Carrier Ca	Mileage:	
Attorney /	Originator:			*	
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770)	garaga da
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OCCUPAN

2018CV17

63 CEMETERY ROAD, STILLWATER, PA 17878

NO EXPIRATION

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

First Colum vs. BARONE,	nbia Bank and Trust Co. MARK					Number 8CV172	
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Primary Address:	214 Winding Road Orangeville, PA 17859		Adult In Charge:	ELija	bett (Uthrev giti	√ ; ∴ i
Phone:	570-683-5625	DOB:	Relation:	(LER	IC .	and the second of the second o	. j
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Name:	HARDING, HILL & TURC	WSKI, LLP	Phone:	(570) 784-677	0		
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Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

NO EXPIRATION

First Colum vs. BARONE, N	ibia Bank and Trust Co. MARK				Number BCV172	
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		Relation:	CLE	anna saa marka marka Marka marka ma	STARLINGS OF STATE OF	1
Phone:	570-683-5625 DOB :			/C-2/C		
Alternate Address:		Date:	5-15-18	Time:	1901/10	ø
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ttorney /	Originator:					
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-677	0	aga ay	
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Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

First Colum vs. BARONE, I	bia Bank and Trust Co. MARK				Number BCV172	
	SERVICE	COVER SHE	ET			
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Category:	Real Estate Sale - Sale Notice			Zone:	48	
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Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 A PLAINTIFF NOTICE OF SHERIFF'S SALE A		IGHTS		A CONTRACTOR AND A CONTRACTOR OF THE	
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Primary Address:	PO Box 380 Bloomsburg, PA 17815	Adult In Charge:	DEB	HILL	ER	
Phone:	570-389-5649 DOB :	Relation:	Clerk			
Alternate Address:		Date:	5/10/18	Time:	15:55	
Phone:		Deputy:	19	Mileage:		
Attorney / (Ofiginator:				* \(\frac{1}{2}\)	
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	management and a service of the serv	APW	
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NO EXPIRATION

PO BOX 380, BLOOMSBURG, PA 17815

COLUMBIA COUNTY TAX C 2018CV172

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

First Colum vs. BARONE,	nbia Bank and Trust Co. MARK				Number BCV172	
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Service De	talls:				en e	
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Primary Address:	11 WEST MAIN STREET 2ND FLOOR	Adult In Charge:	Michie	ue S	AUTOR	
Phone:	Bloomsburg, PA 17815 DOB:	Relation:	CLERK			
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Phone:		Deputy:		Mileage:		
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Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	engan kanalaga papa nya mata mata mata mata mata mata mata ma		
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DOMESTIC RELATIONS OF

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure) No. 2018CV172

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

WEDNESDAY, JULY 25, 2018 AT 9:00 O'CLOCK A.M.

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

ALL THAT CERTAIN piece, parcel or tract of land situate in Stillwater Borough, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the intersection of a proposed 50 foot right-of-way and Township Route #629; Thence by the center of the proposed right-of-way the following courses and distances: South 55 degrees 36 minutes West, 139.2 feet to a point; Thence South 38 degrees 23 minutes West, 31.5 feet to a point; Thence South 54 (erroneously noted as 34 degrees in chain of title) degrees 24 minutes West, 164.3 feet to a point; Thence South 62 degrees 07 minutes West, 227.8 feet to a point; Thence South 66 degrees 36 minutes West 42 feet to a point in the center of a culvert and in line of other lands now or formerly of Lloyd M. and Doris E. Miller; Thence by the same the following two courses and distances: North 57 degrees 23 minutes West, 301 feet to a point in the center of a small creek; Thence through an iron pin North 48 degrees 38 minutes East, 500.2 feet to a point in the center of Township Route #629; Thence by the center of said Township Route #629 the following courses and distances: South 60 degrees 05 minutes East, 308.3 feet to a point; Thence South 68 degrees 14 minutes East, 28.1 feet to a point; Thence South 69 degrees 15 minutes East, 26 feet to a point; Thence South 82 degrees 29 minutes East, 32.5 feet to a point; Thence North 79 degrees 02 minutes East, 36.9 feet to the place of BEGINNING.

CONTAINING 4.18 acres. This description is prepared from draft of survey of Construction Engineering, Inc. dated May 6, 1974. BEING the same premises which Mark F. Barone and Lucienne M. Barone, husband and wife, by Deed dated January 27, 2015, and recorded with the Register and Recorder of Columbia County on February 4, 2015, to Instrument No. 201500795, granted and conveyed unto Mark F. Barone.

PROPERTY ADDRESS: 63 Cemetery Road, Stillwater, Pennsylvania, 17878

PROPERTY IMPROVED: Split level — Detached 2-story car garage with attached 6x8 Shed

TAX PARCEL NUMBER: 33-02-011-03

PROPERTY ADDRESS: 63 CEMETERY ROAD, STILLWATER, PA 17878

UPI / TAX PARCEL NUMBER: 33-02-011-03

Seized and taken into execution to be sold as the property of MARK BARONE in suit of FIRST COLUMBIA BANK AND TRUST CO..

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

Attorney for the Plaintiff: HARDING, HILL & TUROWSKI, LLP Bloomsburg, PA (570) 784-6770 TIMOTHY T. CHAMBERLAIN, Sheriff COLUMBIA COUNTY, Pennsylvania

HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF COLUMBIA

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TO THE SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs in the above captioned matter you are directed to levy upon and to sell the following described property: (see attached description)

Balance of Principal as of February 8,

2018 \$138,864.95

Accrued but unpaid interest from 08/01/2017

through 02/07/2018

 (\$12.394766944 per diem)
 \$ 2,332.73

 Late charges to-date
 \$ 158.95

 Title Search fee
 \$ 125.00

 Appraisal fee
 \$ 125.00

 Attorneys' fees
 \$ 2,500.00

TOTAL \$144,106.63

Plus costs.

PROTHONOTARY, Court of Common Pleas of Columbia County, Pennsylvania

DATED: 5 / 10 ____, 2018

BY: Bhylava N. Allubbi 188

Proth & Clerk of Sev. Courts

My Com. Ex. 1st Monday in 2020

LEGAL DESCRIPTION

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PROPERTY ADDRESS: 63 Cemetery Road, Stillwater, Pennsylvania, 17878

PROPERTY IMPROVED: Split level – Detached 2-story car garage with attached 6x8

Shed

TAX PARCEL NUMBER: 33-02-011-03

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

CIVIL ACTION

DEFENDANT.

CERTIFICATION

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

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff, First Columbia Bank

& Trust Co.

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 - CV - 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

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

I, P. JEFFREY HILL, Esquire, Attorney for Plaintiff in the above-captioned matter, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 63 Cemetery Road, Stillwater, Columbia County, Pennsylvania. (See attached description)

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

Mark F. Barone 63 Cemetery Road Stillwater, PA 17878

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

Mark F. Barone 63 Cemetery Road Stillwater, PA 17878

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

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

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

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

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

None.

- 6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:
 - ✓ Columbia County Tax Claim Bureau Columbia County Courthouse
 P. O. Box 380
 Bloomsburg, PA 17815
 - ✓ WTG Central, Inc. P. O. Box 21348 Tulsa, Oklahoma 74121

Exxon Corporation P. O. Box 2305 Houston, Texas 77001

Exxon Company, USA 708 Boulevard Towers 1081 Kanawha Blvd. E Charleston, W.VA 25301

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

None.

I verify that the statements made in this Affidavit are true and correct to the best of my personal

knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

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

Attorney ID #30004

Dated:

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Shed

TAX PARCEL NUMBER: 33-02-011-03

REAL ESTATE OUTLINE

ED#<u>2018E048</u>

DATE RECEIVED	5-10-18		
DOCKET AND INDEX	2018 CV	172	
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HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF COLUMBIA

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TOTAL	\$144,106.63

Plus costs.

PROTHONOTARY, Court of Common Pleas of Columbia County, Pennsylvania

DATED: 5 | 1() .2018

BY: Porton St. Clerk of Sev. Courts S.

My Com. Ex. 1st Monday in 2020

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33-02-011-03

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26^{TH} JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

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P. JEFPREY HILL, ESOLURE

Attorney for Plaintiff, First Columbia Bank

& Trust Co.

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

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PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

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 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 you may have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the Sale and before the Sheriff has delivered his deed to the 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.

North Penn Legal Services 168 E. 5th Street Bloomsburg, PA 17815 570-784-8760

Pennsylvania Lawyer Referral Service Pennsylvania Bar Association P.O. Box 186 Harrisburg, PA 17108 800- 692-7375 HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF.

VS.

: NO. 2018 – CV – 172

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Pennsylvania Lawyer Referral Service Pennsylvania Bar Association P.O. Box 186 Harrisburg, PA 17108 800-692-7375

HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: MARK F. BARONE, Defendant

63 Cemetery Road Stillwater, PA 17878

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

JULY 25, 2018 AT 9:00 O'CLOCK, A.M.

ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANT IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in Stillwater Borough, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the intersection of a proposed 50 foot right-of-way and Township Route #629; Thence by the center of the proposed right-of-way the following courses and distances: South 55 degrees 36 minutes West, 139.2 feet to a point; Thence South 38

degrees 23 minutes West, 31.5 feet to a point; Thence South 54 (erroneously noted as 34 degrees in chain of title) degrees 24 minutes West, 164.3 feet to a point; Thence South 62 degrees 07 minutes West, 227.8 feet to a point; Thence South 66 degrees 36 minutes West 42 feet to a point in the center of a culvert and in line of other lands now or formerly of Lloyd M. and Doris E. Miller; Thence by the same the following two courses and distances: North 57 degrees 23 minutes West, 301 feet to a point in the center of a small creek; Thence through an iron pin North 48 degrees 38 minutes East, 500.2 feet to a point in the center of Township Route #629; Thence by the center of said Township Route #629 the following courses and distances: South 60 degrees 05 minutes East, 308.3 feet to a point; Thence South 68 degrees 14 minutes East, 28.1 feet to a point; Thence South 69 degrees 15 minutes East, 26 feet to a point; Thence South 82 degrees 29 minutes East, 32.5 feet to a point; Thence North 79 degrees 02 minutes East, 36.9 feet to the place of **BEGINNING**.

CONTAINING 4.18 acres. This description is prepared from draft of survey of Construction Engineering, Inc. dated May 6, 1974.

BEING the same premises which Mark F. Barone and Lucienne M. Barone, husband and wife, by Deed dated January 27, 2015, and recorded with the Register and Recorder of Columbia County on February 4, 2015, to Instrument No. 201500795, granted and conveyed unto Mark F. Barone.

PROPERTY ADDRESS:

63 Cemetery Road, Stillwater, Pennsylvania, 17878

PROPERTY IMPROVED:

Split level - Detached 2-story car garage with attached 6x8

Shed

TAX PARCEL NUMBER:

33-02-011-03

SEIZED AND TAKEN in execution as the property of Mark F. Barone at the suit of First Columbia Bank & Trust Co. vs. Mark F. Barone.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale. REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check. IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO

NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE

PRESCRIBED TIME PERIOD. If the successful bidder defaults to pay the bid price as per the above terms, the Sheriff may elect to either sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representative of the Plaintiff.

Attorney for the Plaintiff: P. JEFFREY HILL, ESQUIRE Harding, Hill & Turowski, LLP 38 West Third Street Bloomsburg, PA 17815 570-784-6770, Ext. 211

TIMOTHY T. CHAMBERLAIN, Sheriff COLUMBIA COUNTY, PA www.sheriffofcolumbiacounty.com

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in Stillwater Borough, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the intersection of a proposed 50 foot right-of-way and Township Route #629; Thence by the center of the proposed right-of-way the following courses and distances: South 55 degrees 36 minutes West, 139.2 feet to a point; Thence South 38 degrees 23 minutes West, 31.5 feet to a point; Thence South 54 (erroneously noted as 34 degrees in chain of title) degrees 24 minutes West, 164.3 feet to a point; Thence South 62 degrees 07 minutes West, 227.8 feet to a point; Thence South 66 degrees 36 minutes West 42 feet to a point in the center of a culvert and in line of other lands now or formerly of Lloyd M. and Doris E. Miller; Thence by the same the following two courses and distances: North 57 degrees 23 minutes West, 301 feet to a point in the center of a small creek; Thence through an iron pin North 48 degrees 38 minutes East, 500.2 feet to a point in the center of Township Route #629; Thence by the center of said Township Route #629 the following courses and distances: South 60 degrees 05 minutes East, 308.3 feet to a point; Thence South 68 degrees 14 minutes East, 28.1 feet to a point; Thence South 69 degrees 15 minutes East, 26 feet to a point; Thence South 82 degrees 29 minutes East, 32.5 feet to a point; Thence North 79 degrees 02 minutes East, 36.9 feet to the place of BEGINNING.

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PROPERTY ADDRESS:

63 Cemetery Road, Stillwater, Pennsylvania, 17878

PROPERTY IMPROVED:

Split level – Detached 2-story car garage with attached 6x8

Shed

TAX PARCEL NUMBER:

33-02-011-03

HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE.

: CIVIL ACTION

DEFENDANT.

AFFIDAVIT OF WHEREABOUTS

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF COLUMBIA

JEFFREY E. NELSON, Vice President, First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Defendant, Mark F. Barone, at the time that judgment was entered, the Defendant's place of residence was 63 Cemetery Road, Stillwater, Columbia County, Pennsylvania.

JEFFKEY/E. NELSON, Vice President First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED to

before me this _____ day

Μης , 2018.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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

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

HARDING, HILL & TUROWSKI, LLP

P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE.

: CIVIL ACTION

DEFENDANT.

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA

:SS.

COUNTY OF COLUMBIA

I JEFFREY E. NELSON, Vice President, First Columbia Bank & Trust Co., being duly sworn according to law, depose and say that I did, investigate the status of Mark F. Barone, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Mark F. Barone is not now, nor was Mark F. Barone within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

JEFFREY EVNELSON, Vice President First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED to before me this ______ day of ______ day of ________. 2018.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770 Attorney ID #30004

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF,

VS.

: NO. 2018 – CV – 172

2018-ED-48

MARK F. BARONE,

: CIVIL ACTION

DEFENDANT.

WAIVER OF WATCHMAN

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

HARDING, HILL & TUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

HARDING, HILL & TUROWSKI, LLP P. Jeffrey Hill, Esquire 38 West Third Street Bloomsburg, PA 17815 570-784-6770

Attorney ID #30004 Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF THE 26 Th	^I JUDICIAL DISTRICT.
COLUMBIA COUNTY BRANCH, PENN	SYLVANIA

FIRST COLUMBIA BANK & TRUST CO. PLAINTIFF,	:	
		D. 2018 – CV – 172
		ろいることロー48 VIL ACTION

DEFENDANT. :

<u>CERTIFICATION TO SHERIFF</u> <u>AS TO THE SALE OF REAL ESTATE</u>

P. JEFFREY HILL, Esquire, hereby states that he is the attorney for the Plaintiff in the above captioned mortgage foreclosure action and further certifies that the property is:

()	FHA Mortgage
()	Tenant occupied
()	Vacant
()	Commercial
()	As a result of Complaint in Assumpsit
(<u>X</u>)	Act 6 and/or Act 91 complied with

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

P. JEFFREY HILL, Esquire

Attorney for Plaintiff, First Columbia Bank

& Trust Co.

38 West Third Street Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004



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

Instrument Number - 201500796 Recorded On 2/4/2015 At 8:48:46 AM

* Instrument Type - MORTGAGE

Invoice Number - 193113

- * Mortgagor BARONE, MARK F
- * Mortgagee FIRST COLUMBIA BANK & TRUST CO User - TSA

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
AFFORDABLE HOUSING	\$29.00
RECORDING FEES -	\$29.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$99.00

* Total Pages - 13

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: BOX DPLN

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



Brenda S. Lupini Recorder of Deeds

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

Prepared By Loan Processing Dept, First Columbia Bank & Trust Co., 232 East Street, Bloomsburg, PA 17815, 570-784-1660

Return To Loan Servicing Dept, First Columbia Bank & Trust Co., 232 East Street, P.O. Box 240, Bloomsburg, PA 17815, 570-784-1660

Parcel Number 33 02 01103

Premises: 63 Cemetery Rd, Stillwater, PA, 17878

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is January 30, 2015. The parties and their addresses are:

MORTGAGOR:

MARK F BARONE 63 Cemetery Rd Stillwater, PA 17878

LENDER:

FIRST COLUMBIA BANK & TRUST CO.

Organized and existing under the laws of Pennsylvania 232 East Street PO Box 240 Bloomsburg, PA 17815

Mark F Barone Pennsylvania Mortgage PA/4mrichart0000000009323065N

Initials AFA
2015 Bankers Page 1

Wolters Kluwer Financial Services [©]1996, 2015 Bankers Systems[™]

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

Refer to Exhibit (A) which is attached hereto and made part hereof Stillwater Borough, Columbia County.

The property is located in Columbia County at 63 Cemetery Rd, Stillwater, Pennsylvania 17878.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 2. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated January 30, 2015, from Mortgagor to Lender, with a loan amount of \$146,100.00 and maturing on March 1, 2045.
 - **B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- **4. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- **5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.

- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 8. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.
- 9. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be



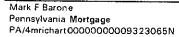
entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

- 10. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
- 12. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. Mortgagor fails to make a payment in full when due.
 - **B.** Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization,

composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

- C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.
- D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- **G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- 13. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of





the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.
- 15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- **B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- **C.** Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 17. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive

general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

- **18. ESCROW FOR TAXES AND INSURANCE.** As provided in a separate agreement, Mortgagor agrees to pay to Lender funds for taxes and insurance in escrow.
- 19. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.
- 20. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the



terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

- 22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 24. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Mark E Parana

Individually

ACKNOWLEDGMENT. COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA ss. 2015. 30th day of January before Cynthia S. Hawley the undersigned officer, personally appeared Mark F Barone, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal. My commission expires: Curtinia & Stawford (Notary Public) COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL CYNTHIA S. HAWLEY. NOTARY PUBLIC TOWN OF BLOOMSBURG. COLUMBIA COUNTY MY COMMISSION EXPIRES APRIL 17, 2018

ALL THAT CERTAIN piece, parcel or tract of land situate in Stillwater Borough, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the intersection of a proposed 50 foot right-of-way and Township Route #629;

THENCE by the center of the proposed right-of-way the following courses and distances: South 55 degrees 36 minutes West, 139.2 feet to a point;

THENCE South 38 degrees 23 minutes West, 31.5 feet to a point;

THENCE South 54 (erroneously noted as 34 degrees in chain of title) degrees 24 minutes West, 164.3 feet to a point;

THENCE South 62 degrees 07 minutes West, 227.8 feet to a point;

THENCE South 66 degrees 36 minutes West 42 feet to a point in the center of a culvert and in line of other lands now or formerly of Lloyd M. and Doris E. Miller;

THENCE by the same the following two courses and distances: North 57 degrees 23 minutes West, 301 feet to a point in the center of a small creek;

THENCE through an iron pin North 48 degrees 38 minutes East, 500.2 feet to a point in the center of Township Route #629;

THENCE by the center of said Township Route #629 the following courses and distances: South 60 degrees 05 minutes East, 308.3 feet to a point;

THENCE South 68 degrees 14 minutes East, 28.1 feet to a point;

THENCE South 69 degrees 15 minutes East, 26 feet to a point;

THENCE South 82 degrees 29 minutes East, 32.5 feet to a point;

THENCE North 79 degrees 02 minutes East, 36.9 feet to the place of BEGINNING.

CONTAINING 4.18 acres. This description is prepared from draft of survey of Construction Engineering, Inc. dated May 6, 1974.

It is hereby certified that the address of the Lender within named is: 232 East Street PO Box 240, Bloomsburg, Pennsylvania 17815.

First Columbia Bank & Trust Co.

Michelle M Densberger, VP & Mortgage Originator

Loan origination organization First Columbia Bank & Trust Co.

NMLS ID 410779

Loan originator Michelle M Densberger

NMLS ID 480410



LOAN NUMBER

136989 NOTE AMOUNT \$146,100.00

LOAN NAME

Mark F Barone

INDEX (w/Margin)

5 Year Treasury Index plus 2.750%

ACCT. NUMBER RATE

NOTE DATE

01/30/15

MATURITY DATE

MMD **LOAN PURPOSE** Consumer

INITIALS

03/01/45

3.250% Creditor Use Only

PROMISSORY NOTE

(Consumer - Closed End)

DATE AND PARTIES. The date of this Promissory Note (Note) is January 30, 2015. The parties and their addresses are:

LENDER:

FIRST COLUMBIA BANK & TRUST CO. 232 East Street

PO Box 240

Bloomsburg, PA 17815

Telephone: (570) 784-1660

BORROWER:

MARK F BARONE 63 Cemetery Rd Stillwater, PA 17878

- 1. DEFINITIONS. As used in this Note, the terms have the following meanings:
 - A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
 - B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
 - C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
 - D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
 - E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
 - F. Percent. Rates and rate change limitations are expressed as annualized percentages.
 - G. Dollar Amounts. All dollar amounts will be payable in lawful money of the United States of America.
- 2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$146,100.00 (Principal) plus interest from February 4, 2015 on the unpaid Principal balance until this Note matures or this
- 3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 3.250 percent (Interest Rate) until March 1, 2020, after which time it may change as described in the Variable Rate subsection.
 - A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
 - B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Pennsylvania General Interest Law (Pa. Stat. Ann. title 41, 5 101 et seq.).
 - D. Accrual. Other than any odd first period, interest will accrue using a counting days method that assumes equal intervals between scheduled payments.
 - E. Variable Rate. The Interest Rate may change during the term of this transaction.
 - (1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the weekly average yield on United States Treasury securities adjusted to a constant maturity of five years.
 - The Current Index is the most recent index figure available as of 45 days before each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your
 - (2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change March 1, 2020 and every 60 months thereafter.
 - (3) Calculation Of Change. Before each Change Date you will calculate the Interest Rate, which will be the Current Index plus 2.750 percent. The result of this calculation will be rounded to the nearest .125 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.
 - (4) Notice of Change. You will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment.
 - (5) Limitations. The Interest Rate changes are subject to the following limitations:
 - (a) Periodic. The Interest Rate will never increase or decrease on any single Change Date by more than 2,000 percent.
 - (b) Lifetime. The Interest Rate will never be greater than 9,250 percent or less than 3,250 percent.
 - (6) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change
- 4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.



A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

School Taxes, Ain) School Taxes fee of \$1,633.10 payable from separate funds on or before today's date.

Homeowner's Insurance Reserves. A(n) Homeowner's Insurance Reserves fee of \$1,000.80 payable from separate funds on or before today's date.

Property Taxes. A(n) Property Taxes fee of \$76.92 payable from separate funds on or before today's date.

Insurance Monitoring . A(n) Insurance Monitoring fee of \$20.00 payable from separate funds on or before today's date.

Closing Protection Letter. A(n) Closing Protection Letter fee of \$125.00 payable from separate funds on or before today's date.

Flood Cert LOL. A(n) Flood Cert LOL fee of \$14,00 payable from separate funds on or before today's date.

Tax Service. A(n) Tax Service fee of \$75.00 payable from separate funds on or before today's date.

Recording - Mortgage. A(n) Recording - Mortgage fee of \$99.00 payable from separate funds on or before today's date.

Recording - Deed. A(n) Recording - Deed fee of \$67.00 payable from separate funds on or before today's date.

Lender's Title Insurance. A(n) Lender's Title Insurance fee of \$1,213.75 payable from separate funds on or before today's date.

Homeowner's Insurance. A(n) Homeowner's Insurance fee of \$1,201.00 payable from separate funds on or before today's date.

Credit Report. A(n) Credit Report fee of \$12.45 payable from separate funds on or before today's date.

Appraisal. A(n) Appraisal fee of \$375.00 payable from separate funds on or before today's date.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 15 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

6. PAYMENT. I agree to pay this Note in 360 payments. A payment of \$635.84 will be due April 1, 2015, and on the 1st day of each month thereafter. I will make 60 scheduled payments of this amount. The scheduled payment amount may then change every 60 payments thereafter. Changes in the Interest Rate will not affect the scheduled payment amount during these periods. With each scheduled payment change the payment amount will be adjusted to reflect changes in the Interest Rate during the remaining term of this Note. In addition, changes to the scheduled payment amounts are subject to changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due March 1, 2045.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to escrow that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- 7. PREPAYMENT. I may prepay this Note in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
- 8. LOAN PURPOSE. This is a consumer-purpose loan transaction.
- 9. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name

Parties to Document

Mortgage - 63 Cemetery Rd, Stillwater, PA 17878 Mark F Barone

- 10. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. I fail to make a payment in full when due,
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guaranter of this Note or any other obligations I have with you.
 - C. Death or Incompetency. I die or am declared legally incompetent.
 - D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.
 - E. Other Documents. A default occurs under the terms of any other Loan Document.
 - F. Other Agreements. I am in default on any other debt or agreement I have with you,
 - G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
 - H. Judgment. I fail to satisfy or appeal any judgment against me,
 - I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
 - J. Name Change. I change my name or assume an additional name without notifying you before making such a change.
 - K. Property Transfer. I transfer all or a substantial part of my money or property.
 - L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
 - M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.
- 11. DUE ON SALE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 12. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.
 - A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.
 - (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
 - (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
 - (3) You may release, substitute or impair any Property securing this Note.

- [4] You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing,
- B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- 13. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.
 - A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.
 - B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
 - C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
 - D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
 - E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

- F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, i agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
- 15. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn
- 16. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note
- 17. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.
 - A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security
 - B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
- 18. APPLICABLE LAW. This Note is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this Note, you do so for your sole benefit.
- 19, JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.
- 20. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.
- 21. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. Lagree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence. Mark F Barone



- 23. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.
- 24. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.
- 25. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

Mark F Barone Date 1-30-15 (Seal)

Individually

LENDER:

First Columbia Bank & Trust Co.

By Michelle M Densberger, VP & Mortgage Originator

(Seal)

Loan origination organization First Columbia Bank & Trust Co.

NMLS ID 410779

Loan originator Michelle M Densberger

NMLS ID 480410

Print Your Documents Page 1 of 1

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



71901140006000129173

EXXON COMPANY USA 708 BOULEVARD TOWERS 1081 KANAWHA BLVD E

CHARLESTON W 25301 V

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

71901140006000129159

WTG- CENTRAL INC P.O. BOX 21348

TULSA

OK 74121

4% 5/10/2018

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



71901140006000129135

US SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE 900 MARKET STREET

PHILADELPHIA PA 19107-4214

Document Receipt

Trans # 13113 Carrier / service:

USPS Server First-Class Mail®

5/10/2018 12:00:00 AM

Ship to:

EXXON CORPORATION

P.O. BOX 2305

Tracking #:

71901140006000129166

Doc Ref #:

2018ED48

Postage

5.4200

HOUSTON

TX 77001

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Document Receipt

Trans# 13113 Carrier / service: USPS Server First-Class Mail® 5/10/2018 12:00:00 AM

Ship to:

EXXON CORPORATION

P.O. BOX 2305 Tracking #: 71901140006000129166

Doc Ref #: 2018ED48 Postage 5.4200

HOUSTON TX 77001

Page 1 of 1 Print Your Documents

Document Receipt

First-Class Mail® 5/10/2018 12:00:00 AM USPS Server Trans# 13114 Carrier / service:

Ship to:

EXXON COMPANY USA

708 BOULEVARD TOWERS 1081 KANAWHA BLVD E Tracking #:

71901140006000129173

Doc Ref#: 2018ED48 5.4200 Postage

CHARLESTON WV 25301

Page 1 of 1 **Print Your Documents**

Document Receipt

Trans# 13109 Carrier / service: USPS Server First-Class Mail® 5/10/2018 12:00:00 AM

Ship to:

DEPARTMENT OF PUBLIC WELFARE OFFICE OF F.A.I.R.

PO BOX 8016 71901140006000129128 Tracking #:

Doc Ref#: 2018ED48

Postage 5.4200

HARRISBURG PA 17105

Page 1 of 1 Print Your Documents

Document Receipt

5/10/2018 12:00:00 AM First-Class Mail® Trans# 13112 Carrier / service: USPS Server

Ship to:

WTG- CENTRAL INC

P.O. BOX 21348

Tracking #:

71901140006000129159

Doc Ref#:

2018ED48

Postage

5.4200

TULSA

OK 74121

MEMO TO THE ORDER OF PAY Columbia County Sheriff #9Ebsorreom #brecom 232 EAST STREET BLOOMSBURG, PA 17815 11 to 12 to 12 to 13 to 14 to 15 to 60-593/313 DATE 05/08/2018 EXSTANCE CHECK Fraud Protection for Business AMOUNT \$1,350.00 100819

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Security features. Details on back.