Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

FIRST COLUMBIA BANK AND TRUST COMPANY vs.
WHEELER BEAVER (et al.)

Case Number 2018CV95

PROPERTY ADDRESS

2391 MOUNTAIN ROAD, CATAWISSA, PA 17820

REAL ESTATE SALE REQUEST LEDGER

DATE	CATEGORY	<i>MEMO</i>	<i>CHK</i> #	DEBIT	CREDIT
05/11/2018	Advance Fee	Advance Fee	100820	\$0.00	\$1,350.00
05/11/2018	Advertising Sale (Newspaper)			\$15.00	\$0.00
05/11/2018	Advertising Sale Bills & Copies			\$17.50	\$0.00
05/11/2018	Crying Sale			\$10.00	\$0.00
05/11/2018	Docketing			\$15.00	\$0.00
05/11/2018	Levy			\$15.00	\$0.00
05/11/2018	Mailing Costs			\$48.00	\$0.00
05/11/2018	Posting Handbill			\$15.00	\$0.00
05/11/2018	Sheriff Automation Fund			\$50.00	\$0.00
05/11/2018	Web Posting			\$100.00	\$0.00
05/30/2018	Service			\$135.00	\$0.00
05/30/2018	Service Mileage			\$16.00	\$0.00
05/30/2018	Copies			\$4.50	\$0.00
05/30/2018	Notary Fee			\$15.00	\$0.00
05/30/2018	Tax Claim Search			\$5.00	\$0.00
05/30/2018	Surcharge			\$100.00	\$0.00
05/30/2018	Refund			\$789.00	\$0.00

\$1,350.00 \$1,350.00

TOTAL BALANCE: \$0.00

Printed: 5/30/2018 10:56:32AM (c) County State Sheriff, Tolegoods, 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

May 30, 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. Wheeler L. Beaver and Shaaron M. Beaver Columbia County, PA – No. 2018-CV-95/No. 2018-ED-49 – Mortgage Foreclosure

Dear Sheriff:

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

Very truly yours,

Harding, Hilb & Turowski, LLP

P. Jelfrey Hill

PJH/ts Enclosure

cc. Jeff Nelson, 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

Attorney for Plaintiff

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

FIRST COLUMBIA BANK & TRUST CO.: NO. 2018 – ED – 49

PLAINTIFF,

: NO. 2018 - CV - 95

VS.

: CIVIL ACTION - LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

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

Date: 5/29/18

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 35^M day of May, 2018, the above captioned action is hereby marked discontinued.

PROTHONOTARY:

Barbara n. Silvetti /Ch

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

FIRST COLUMBIA BANK AND TRUST COMPANY VS. WHEELER BEAVER (et al.)

Case Number 2018CV95

SHERIFF'S RETURN OF SERVICE

05/15/2018 01:11 PM - DEPUTY KRISTIE ROSPENDOWSKI, 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 SHAARON BEAVER HIS WIFE, WHO ACCEPTED AS "ADULT PERSON IN CHARGE" FOR WHEELER BEAVER AT 2391 MOUNTAIN ROAD, CATAWISSA, PA 17820.

KRISTIÉ ROSPENDÓWSKI, DEPUTY

SO ANSWERS.

May 16, 2018

TIMOTHY T. CHAMBERLAIN, SHERIFF

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

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

X

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

VS.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)				Number 8CV95
		E COVER SHE	ET		
Service De	talls:				
Category:	Real Estate Sale - Sale Notice	reason pressure require in service and the service and answer to an extreme in a trace in a con-	the forces of the selection of the transfer and the contract of the selection of the select	Zone:	49
Manner:	< Not Specified >	Expires:	Production of the Control of the Con	Warrant:	
Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 PLAINTIFF NOTICE OF SHERIFF'S SALE		IGHTS	THE PARTY OF THE P	
Serve To:		Final Servic	204		
Name:	WHEELER BEAVER	Served:	Personally · Ac	dult In Charge	Posted · Other
Primary Address:	2391 MOUNTAIN ROAD CATAWISSA, PA 17820	Adult In Charge:	Sunnean	1 BEAVS	
Phone:	DOB:	Relation:	$\left\{ \omega_{n}\right\}$	Ê	
Alternate Address:		Date:	5/15/18	Time:	1311
Phone:		Deputy:	4	Mileage:	A Company of the Comp
Attorney /	Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770)	
Service Att	tempts:				
Date:	5.14.18				
Time:	1251				
Mileage:					
Deputy:	4				
1. L/C	tempt Notes: C-No per Hont - New	riisa 541)	v 2.82 .2	Py	
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4. 5.	, — 14444				
<u>5.</u>	My 18 C. Life Confidence				<u> </u>

2018CV95 2391 MOUNTAIN ROAD, CATAWISSA, PA 17820

NO EXPIRATION

BEAVER, WHEELER

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

FIRST COLUMBIA BANK AND TRUST COMPANY vs.
WHEELER BEAVER (et al.)

Case Number 2018CV95

SHERIFF'S RETURN OF SERVICE

05/15/2018 01:11 PM - DEPUTY KRISTIE ROSPENDOWSKI, 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: SHAARON BEAVER AT 2391 MOUNTAIN ROAD, CATAWISSA, PA 17820.

KRISTIE ROSPENDOWSKI, DEPUTY

SO ANSWERS,

May 16, 2018

TIMOTHY T. CHAMBERLAIN, SHERIFF

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

West Third Street Bloomshure Bh 17915

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

VS.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)				Number 8CV95
	SERVICE O	OVER SHE	ET		
Service De	talls:				
Category:	Real Estate Sale - Sale Notice	er Morringer spiel seeds at the arrival services above the erich of the services of the services and asset and		Zone:	49
Manner:	< Not Specified >	Expires:		Warrant:	
Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AN		GHTS	. 6 7067-904-713-6 11624-1-1-13-1	
Serve To:		'Final Servic			or same magnification of the large of the la
Name:	SHAARON BEAVER	Served:	Personally Adu	ilt In Charge ·	Posted · Other
Primary Address:	2391 MOUNTAIN ROAD CATAWISSA, PA 17820	Adult In Charge:	SUNAL	X BEL	WER
Phone:	DOB:	Relation:	De		entrementa i este e e e e e e e e e e e e e e e e e
Alternate Address:		Date:	5/15/18	Time:	1311
Phone:	Si care esta esta esta en esta esta esta esta esta esta esta esta	Deputy:		Mileage:	
Attorney / (Originator:				
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	in the commentation of the comment of the comment	There is a second of the secon
Service Att	emois			1 7	Commander of the Comman
Date:	The second of th	. 52 (B. 35%) 1 %) 1357%			the barries of the control of the same of
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EAVER, SHAARON

2018CV95

2391 MOUNTAIN ROAD, CATAWISSA, PA 17820

NO EXPIRATION

Press - Enterprise

3185 Lackawanna Ave Bloomsburg, PA 17815

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

Fax: (570) 784-6152

Proof of Ad 05/15/18

Account:

Name:

Company: TIM CHAMBERLAIN - COLUM COUNTY SHER

Address: PO BOX 380

BLOOMSBURG, PA 17815

Telephone: (570) 389-5622

Ad ID:

1136961

Description:

BEAVER SHARON SHER-

IFF SALE

Run Dates: Class: 07/04/18 to 07/18/18

Agate Lines:

291

Blind Box:

Total Ad Cost **Amount Paid**

\$1,758.00

\$0.00

Publication Press Enterprise

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

Cost \$1,758.00

SHERIFF'S SALE By Virtue of a Writ of Execution (Mortgage Fo SALE age Foreclosure) No. 2018CV95

issued out of the Court of Common Piess of Columbia County, Pennsylvania and to me directed, I will uspace the following described property at public safe at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Describering the

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

All perioes in interest and claimants are further notified that a proprised schedule of dis-tribution will be on file in the Sheeffs Office no start than they (20)-skys after the date of the safe of any property sold hereance, and distribution of the proceeds will be made in accordance with the schedule ten (10) stays after said filing, unless exceptions are field with the Sheeffs office prior the exits.

the site of any property with her services and distribution of the provinces are not all distributions of the provinces are not all distributions of the provinces are read with the Sheriff's Office prior thereto.

ALL THAT CERTAIN peece, parcel and fell of fand situate in the Township of Lonest Columbia County Person/hara, bounded and described as follows, towel BEGINNING at an iron pin corner as at the north-seatenty corner of the intersection of I. R. 19007 and the Township and Lonest Columbia County Person/hara, bounded and described as follows, towel BEGINNING at an iron pin corner as at the north-seatenty corner of the intersection of I. R. 19007 and the Township Road, North Al degrees 06 inscribes West, 15.7 radio to an iron pin corner set also formative Road. North Al degrees 06 inscribes West, 15.7 radio to an iron pin corner set also formative Road. North Al degrees 06 inscribes West, 15.7 radio to an iron pin corner set also green set and the provinces of the corner of the pin and the pin

PROPERTY ADDRESS: 2391 Mountain Road, Catawissa, Pennsylvania, 17820

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PROPERTY IMPROVED On story rendrivity in tradway 2 car grange bear with attached storage shed; open pole shed; TAX, PARCE, INMERER, 2008-009 PROPERTY ADDRESS, 2351 MOUNTAIN ROAD, CATANYSSA, PA, 17820. UP/TAX, PARCEL MAMBER, 2018-009 Sected and taken into association be sold as the property of WHELER BEAVER, SHAARON BEAVER in suit of PRIST COLUMBIA BANK AND TRUST COMPANY.

TRINS OF SUPERIOR TO A STATE OF THE STATE OF TRMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) per

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

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

VS.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)				Number 8CV95
	SERVICE	COVER SHE	ET		
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Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 A PLAINTIFF NOTICE OF SHERIFF'S SALE		GHTS		(maar - 57 m rum menter (maara) (
Serve To:		Final Servic			
Name:	OCCUPANT	Served:	Personally · Adu	ilt In Charge	Posted · Other
Primary Address:	2391 MOUNTAIN ROAD CATAWISSA, PA 17820	Adult In Charge:	SUBARE	W PEN	VER
Phone:	DOB:	Relation:	Owa	ALA-	
Alternate Address:		Date:	5/15/18	Time:	1311
Phone:		Deputy:	7	Mileage:	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;
Attorney / (Originator:				germin
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
Service Att	empts:				
Date:					
Time:					
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Service Att	empt Notes:				
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6.			·····		

OCCUPANT

018CV95

2391 MOUNTAIN ROAD, CATAWISSA, PA 17820

NO EXPIRATION

 \times

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

vs.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)				Number 8CV95
	SERVICE C	OVER SHE	EET		
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Category:	Real Estate Sale - Sale Notice	e z . z władkołowani w rodnowni pedru incze wnacz zawa za		Zone:	49
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Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND	DEBTOR'S R	IGHTS		
Serve To:		Final Servi	CO (
Name:	Debra A. Long	Served:	Personally · Adu	lt In Charge ·	Posted - Other
Primary Address:	456 A Poorhouse Road Catawissa, PA 17820	Adult In Charge:	Mair	Pox	
Phone:	570-799-0156 DOB:	Relation:		2011ECTOR	
Alternate Address:		Date:	5/14/10	Time:	1050
Phone:	The state of the s	Deputy:	4	Mileage:	
Attorney / (Originator:			443 × 374	
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770	eli () in the selection of a community of a commun	
Service Att	empts:				
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456 A POORHOUSE ROAD, CATAWISSA, PA 17820

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

COLUMBIA COUNTY TAX C

2018CV95

vs.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)	,			Number 8CV95
	SERV	ICE COVER SHE	EET		
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Category:	Real Estate Sale - Sale Notice	. Ned a such differe della essa sendi e same exercissa se sa es sua comuna se escente se escente en e e sent s	and the second of the second s	Zone:	49
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Notes:	SALE DATE & TIME: 07/25/2018 AT 9 PLAINTIFF NOTICE OF SHERIFF'S S		IGHTS	PERSONAL PROPERTY.	
Serve To:		Final Servi	ce		
Name:	Columbia County Tax Office	Served:	Personally · Add	It In Charge	Posted · Other
Primary Address:	PO Box 380 Bloomsburg, PA 17815	Adult In Charge:	ELIZOSETH	WHOTE	Ni gara
Phone:	570-389-5649 DOB :	Relation:	CLEH		
Alternate Address:		Date:	5/11/18	Time:	(510
Phone:		Deputy:	4	Mileage:	
Attornev /	Originator:	na manana mananana aranda. Manana mananana manananananananananananan	Jaga Kortholio (1980)	Control Special Control	
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		a liverage and an artist to a second and a second
Service At Date: Time: Mileage: Deputy:	tempts:				
	tempt Notes:				
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PO BOX 380, BLOOMSBURG, PA 17815 NO EXPIR

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr. Chief Deputy

FIRST COLUMBIA BANK AND TRUST COMPANY vs. BEAVER, WHEELER (et al.)			Number 8CV95		
	SERVICE CO	OVER SHE	EET		
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Manner:	< Not Specified >	Expires:	Property of the same of the sa	Warrant:	
Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND	DEBTOR'S R	IGHTS	and the commission of the control of	and the second seco
Serve To:		Final Servi			
Name:	Domestic Relations Office of Columbia Cοι	Served:	Personally · Ad	ult In Charge	Posted · Other
Primary Address:	11 WEST MAIN STREET 2ND FLOOR	Adult In Charge:	EILE	U J ES	35
Phone:	Bloomsburg, PA 17815 DOB:	Relation:	CLE	CK.	A
Alternate Address:		Date:	5/11/18	Time:	1504
Phone:		Deputy:	4	Mileage:	
Attorney /	Originator:			e en egit e eg	ji s
Name:	HARDING, HILL & TUROWSKI, LLP	Phone:	(570) 784-6770		
Service Att Date: Time: Mileage: Deputy:	empts:				
Service Att 1.	lempt Notes:				ety.
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J.					
4.					

DOMESTIC RELATIONS OF

2018CV9

11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

Timothy T. Chamberlain Sheriff



Earl D. Mordan, Jr.
Chief Deputy

vs.	LUMBIA BANK AND TRUST COMPANY WHEELER (et al.)		Case Number 2018CV95	
	SERVICE C	OVER SHEET	-	(POSTING)
Service De	tails:	м у		Į.
Category:	Real Estate Sale - Posting - Sale Bill		Zone:	<u>G</u>
Manner:	< Not Specified >	Expires:	Warrant:	
Notes:	SALE DATE & TIME: 07/25/2018 AT 9:00 AM SHERIFF'S SALE BILL			
Serve To:		Final Service:		, 20
Name:	(POSTING)	Served: Personally · A	dult In Charge · Posted · Other	0180
Primary Address:	2391 MOUNTAIN ROAD CATAWISSA, PA 17820	Adult In Charge:		2018CV95
Phone:	DOB:	Relation:		
Alternate Address:		Date:	Time:	2391
Phone:	: : :	Deputy:	Mileage:	2391 MOUNTAIN ROAD, CATAWISSA
Attorney /	Originator:	w.	e e e e e e e e e e e e e e e e e e e	NTA
Name:	HARDING, HILL & TUROWSKI, LLP	Phone: (570) 784-677	70	Z Z
Service At	tempts:			, OA
Date:				Ç,
Time:		weight in group in growth and a second and a	PARKA SEPTIME	ΑTA
Mileage:				SI
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Service At	tempt Notes:	· · ·		PA 17820
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• • •		· · · · · · · · · · · · · · · ·		NO EXPIRATION

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure) No. 2018CV95

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 and lot of land situate in the Township of Locust, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin corner set at the northeasterly corner of the intersection of L. R. 19007 and the Township Road leading to Newlin; and Thence running along the easterly line of said Township Road, North 41 degrees 06 minutes West, 15.7 rods to an iron pin corner set in the southerly line of other land now or formerly of Helen E. Beaver; Thence running along the southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East, 50.9 rods to an iron pin corner set in the westerly line of lands now or formerly of Joseph Mackowski; Thence running along the westerly line of land now or formerly of said Mackowski, South 43 degrees 05 minutes East, 15.7 rods to an iron pin corner set in the northerly line of the aforesaid L. R. 19007; Thence along the northerly line of L. R. 19007, South 41 degrees 54 minutes West, 51.4 rods to an iron pin corner, the place of BEGINNING.

CONTAINING 5 acres of land according to a survey and draft made by Howard Fetterolf, R.E. on September 16, 1971. EXCEPTING AND RESERVING THEREFROM the following described parcels of land:

BEING premises which Helen E. Beaver, single, by her Deed dated November 15, 1971, and recorded in Columbia County Deed Book 254, Page 449, granted and conveyed to Joseph M. Tomesko, bounded and described as follows:

BEGINNING at an iron pin corner set in the southwesterly corner of land now or formerly of Joseph Makowski, et al, and at the northerly line of L. R. 19007, and running Thence along the northerly line of said L. R. 19007, South 41 degrees 54 minutes West, 170 feet to an iron pin corner set at the southeasterly corner of other land now or formerly of Helen E. Beaver; running Thence along the easterly line of other land now or formerly of Helen E. Beaver, North 43 degrees 05 minutes West, 258 feet to an iron pin corner set in the southerly line of other land now or formerly of Helen E. Beaver; Thence continuing along the southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East, 170 feet to an iron pin corner set in the westerly line of land now or formerly of the aforesaid Makowski, Thence running along the westerly line of land now or formerly of said Makowski, South 43 degrees 05 minutes East, 258 feet to an iron pin corner, the place of BEGINNING.

CONTAINING, one (1) acre of land according to a survey and draft made by Howard Fetterolf, R.E. on October 14, 1971. PARCEL NO. 2:

BEING premises about to be conveyed to Jane Rosputinski, et vir, bounded and described as follows:

BEGINNING at a point in the center of Township Route 418 at its intersection with Legislative Route 19007; Thence along the centerline of Township Route No. 418, North 42 degrees 57 minutes 45 seconds East, a distance of 274.19 feet to a point in the centerline of Township Route 418; Thence by the same and along lands now or formerly of Manual & Felisbella Barbosa, South 55 degrees 30 minutes 59 seconds East, a distance of 369.67 feet to an iron pin at the northwest corner of Lot No. 2, being other lands now or formerly of the Grantor herein; Thence by the same, South 41 degrees 55 minutes 51 seconds West, a distance of 273.89 feet to a point in the center of Legislative Route 19007; Thence by the same, North 55 degrees 27 minutes 30 seconds West, a distance of 374.60 feet to the point and place of BEGINNING.

CONTAINING 2,350 acres of land.

BEING Lot No. 1 on a certain survey of J. F. Fenstermacher & Associates dated June 15, 1987, and recorded in the Office of the Recorder of Deeds of Columbia County in Map Book 7, Page 168.

BEING the same premises which Wheeler L. Beaver and Shaaron M. Beaver, husband and wife, by Deed dated May 14, 2010, and recorded with the Register and Recorder of Columbia County on May 21, 2010, to Instrument No. 201004217, granted and conveyed unto Wheeler L. Beaver and Shaaron M. Beaver, husband and wife.

PROPERTY ADDRESS: 2391 Mountain Road, Catawissa, Pennsylvania, 17820

PROPERTY IMPROVED: One story ranch with attached 2-car garage, barn with attached storage shed, open pole shed

TAX PARCEL NUMBER: 20-08-009

PROPERTY ADDRESS: 2391 MOUNTAIN ROAD, CATAWISSA, PA 17820

UPI / TAX PARCEL NUMBER: 20-08-009

Seized and taken into execution to be sold as the property of WHEELER BEAVER, SHAARON BEAVER in suit of FIRST COLUMBIA BANK AND TRUST COMPANY.

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

REAL ESTATE OUTLINE

ED# <u>2018 ED49</u>

DATE RECEIVED 5-10-	2018		
DOCKET AND INDEX 2	018 CV 95		
	•		
CHECK FOR PROPER	INFO.		
WRIT OF EXECUTION	_X_		
COPY OF DESCRIPTION	<u>_X_</u>		
WHEREABOUTS OF LKA	<u>X</u> _		
NON-MILITARY AFFIDAVIT	_X_		
NOTICES OF SHERIFF SALE	X		
WAIVER OF WATCHMAN	<u> X</u>		
AFFIDAVIT OF LIENS LIST	<u> </u>		
CHECK FOR \$1,350.00 OR	<u>X</u>	CK# _	100820
**IF ANY OF ABOVE IS MISSIN	NG DO NOT P	ROCEED*	*
	01		0(0)
SALE DATE	July 25	Sol8 TIME	9:00 am
POSTING DATE		, <u>.</u>	
ADV. DATES FOR NEWSPAPER	1 ^{SI} WEEK		
	2 ND WEEK		
	3 RD WEEK		

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,

NO. 2018 - CV - 95

VS.

2018-ED-49 CIVIL ACTION - LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: WHEELER L. BEAVER, Defendant

2391 Mountain Road Catawissa, PA 17820 SHAARON M. BEAVER, Defendant 2391 Mountain Road

Catawissa, PA 17820

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 DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Locust, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin corner set at the northeasterly corner of the intersection of L. R. 19007 and the Township Road leading to Newlin; and Thence running along the easterly line of said Township Road, North 41 degrees 06 minutes West, 15.7 rods to an iron pin corner set in the southerly line of other land now or formerly of Helen E. Beaver; Thence running along the southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East, 50.9 rods to an iron pin corner set in the westerly line of lands now or formerly of Joseph Mackowski; Thence running along the westerly line of land now or formerly of said Mackowski, South 43 degrees 05 minutes East, 15.7 rods to an iron pin corner set in the northerly line of the aforesaid L. R. 19007; Thence along the northerly line of L. R. 19007, South 41 degrees 54 minutes West, 51.4 rods to an iron pin corner, the place of BEGINNING.

CONTAINING 5 acres of land according to a survey and draft made by Howard Fetterolf, R.E. on September 16, 1971.

EXCEPTING AND RESERVING THEREFROM the following described parcels of land:

PARCEL NO. 1:

BEING premises which Helen E. Beaver, single, by her Deed dated November 15, 1971, and recorded in Columbia County Deed Book 254, Page 449, granted and conveyed to Joseph M. Tomesko, bounded and described as follows:

BEGINNING at an iron pin corner set in the southwesterly corner of land now or formerly of Joseph Makowski, et al, and at the northerly line of L. R. 19007, and running Thence along the northerly line of said L. R. 19007, South 41 degrees 54 minutes West, 170 feet to an iron pin corner set at the southeasterly corner of other land now or formerly of Helen E. Beaver; running Thence along the easterly line of other land now or formerly of Helen E. Beaver, North 43 degrees 05 minutes West, 258 feet to an iron pin corner set in the southerly line of other land now or formerly of Helen E. Beaver; Thence continuing along the southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East, 170 feet to an iron pin corner set in the westerly line of land now or formerly of the aforesaid Makowski; Thence running along the westerly line of land now or formerly of said Makowski, South 43 degrees 05 minutes East, 258 feet to an iron pin corner, the place of BEGINNING.

CONTAINING, one (1) acre of land according to a survey and draft made by Howard Fetterolf, R.E. on October 14, 1971.

PARCEL NO. 2:

BEING premises about to be conveyed to Jane Rosputinski, et vir, bounded and described as follows:

BEGINNING at a point in the center of Township Route 418 at its intersection with Legislative Route 19007; Thence along the centerline of Township Route No. 418, North 42 degrees 57

minutes 45 seconds East, a distance of 274.19 feet to a point in the centerline of Township Route 418; Thence by the same and along lands now or formerly of Manual & Felisbella Barbosa, South 55 degrees 30 minutes 59 seconds East, a distance of 369.67 feet to an iron pin at the northwest corner of Lot No. 2, being other lands now or formerly of the Grantor herein; Thence by the same, South 41 degrees 55 minutes 51 seconds West, a distance of 273.89 feet to a point in the center of Legislative Route 19007; Thence by the same, North 55 degrees 27 minutes 30 seconds West, a distance of 374.60 feet to the point and place of **BEGINNING**.

CONTAINING 2.350 acres of land.

BEING Lot No. 1 on a certain survey of J. F. Fenstermacher & Associates dated June 15, 1987, and recorded in the Office of the Recorder of Deeds of Columbia County in Map Book 7, Page 168.

BEING the same premises which Wheeler L. Beaver and Shaaron M. Beaver, husband and wife, by Deed dated May 14, 2010, and recorded with the Register and Recorder of Columbia County on May 21, 2010, to Instrument No. 201004217, granted and conveyed unto Wheeler L. Beaver and Shaaron M. Beaver, husband and wife.

PROPERTY ADDRESS: 2391 Mountain Road, Catawissa, Pennsylvania, 17820

PROPERTY IMPROVED: One story ranch with attached 2-car garage, barn with attached

storage shed, open pole shed

TAX PARCEL NUMBER: 20-08-009

SEIZED AND TAKEN in execution as the property of Wheeler L. Beaver and Shaaron M. Beaver at the suit of First Columbia Bank & Trust Co. vs. Wheeler L. Beaver and Shaaron M. Beaver, Husband and Wife.

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

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 - CV - 95

VS.

2018-ED-49 : CIVIL ACTION - LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above captioned matter:

Balance of Principal as of January 17, 2018	\$	72,099.81
Accrued but unpaid interest from July 1, 2017 through January 16, 2018 (\$10.144588715 per diem)	\$	2,000.93
Late charges to-date	\$	133.92
Appraisal fee	\$	125.00
Search fee	\$	125.00
Attorneys' fees	<u>\$</u>	2,500.00
TOTAL	\$ ′	76,984.66

Plus costs.

See attached description.

HARDING, HILL & JUROWSKI, LLP

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street, Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Locust, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin corner set at the northeasterly corner of the intersection of L. R. 19007 and the Township Road leading to Newlin; and Thence running along the easterly line of said Township Road, North 41 degrees 06 minutes West, 15.7 rods to an iron pin corner set in the southerly line of other land now or formerly of Helen E. Beaver, Thence running along the southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East, 50.9 rods to an iron pin corner set in the westerly line of lands now or formerly of Joseph Mackowski; Thence running along the westerly line of land now or formerly of said Mackowski, South 43 degrees 05 minutes East, 15.7 rods to an iron pin corner set in the northerly line of the aforesaid L. R. 19007; Thence along the northerly line of L. R. 19007, South 41 degrees 54 minutes West, 51.4 rods to an iron pin corner, the place of BEGINNING.

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CONTAINING, one (1) acre of land according to a survey and draft made by Howard Fetterolf, R.E. on October 14, 1971.

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BEING premises about to be conveyed to Jane Rosputinski, et vir, bounded and described as follows:

BEGINNING at a point in the center of Township Route 418 at its intersection with Legislative Route 19007; Thence along the centerline of Township Route No. 418, North 42 degrees 57 minutes 45 seconds East, a distance of 274.19 feet to a point in the centerline of Township Route 418; Thence by the same and along lands now or formerly of Manual & Felisbella Barbosa, South 55 degrees 30 minutes 59 seconds East, a distance of 369.67 feet to an iron pin at the northwest corner of Lot No. 2, being other lands now or formerly of the Grantor herein; Thence by the same, South 41 degrees 55 minutes 51 seconds West, a distance of 273.89 feet to a point in the center of Legislative Route 19007; Thence by the same, North 55 degrees 27 minutes 30 seconds West, a distance of 374.60 feet to the point and place of BEGINNING.

CONTAINING 2.350 acres of land.

BEING Lot No. 1 on a certain survey of J. F. Fenstermacher & Associates dated June 15, 1987, and recorded in the Office of the Recorder of Deeds of Columbia County in Map Book 7, Page 168.

BEING the same premises which Wheeler L. Beaver and Shaaron M. Beaver, husband and wife, by Deed dated May 14, 2010, and recorded with the Register and Recorder of Columbia County on May 21, 2010, to Instrument No. 201004217, granted and conveyed unto Wheeler L. Beaver and Shaaron M. Beaver, husband and wife.

PROPERTY ADDRESS: 2391 Mountain Road, Catawissa, Pennsylvania, 17820

PROPERTY IMPROVED: One story ranch with attached 2-car garage, barn with attached

storage shed, open pole shed

TAX PARCEL NUMBER: 20-08-009

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 – 95

CIVIL ACTION - LAW

2018-ED-49

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

DEFENDANTS.

: MORTGAGE FORECLOSURE

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,

: NO. 2018 - CV - 95

VS.

: 2018 - ED - 49 : CIVIL ACTION - LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

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,

: NO. 2018 - CV - 95

VS.

: 2018-ED-49 : CIVIL ACTION-LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

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 26TH JUDICIAL DISTRICT, COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO.:

PLAINTIFF.

: NO. 2018 - CV - 95

VS.

: 2018-ED-49 : CIVIL ACTION-LAW

WHEELER L. BEAVER and SHAARON :

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

CERTIFICATION TO SHERIFF AS TO THE SALE OF REAL ESTATE

P. JEFFREY HILL	, Esquire, hereby	y states that he	e is the attorney	for the Plaintiff i	n the
above captioned mortgage	foreclosure action	on and further	certifies that th	e property is:	

()	rna mongage
()	Tenant occupied
()	Vacant
()	Commercial
()	As a result of Complaint in Assumpsit
(\overline{X})	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 Rlaintiff, 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,

: NO. 2018 - CV - 95

VS.

2018-ED-49 CIVIL ACTION-LAW

WHEELER L. BEAVER and SHAARON

M. BEAVER, Husband and Wife,

: MORTGAGE FORECLOSURE

DEFENDANTS.

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 Wheeler L. Beaver, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Wheeler L. Beaver is not now, nor was Wheeler L. Beaver 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 E/NELSØN, Vice President First Columbia Bank & Trust Co.

SWORN to and SUBSCRIBED to

before me this _____day of

がある。 - 1018. 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

NOTARY PUBLIC

LEGAL DESCRIPTION

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PROPERTY ADDRESS: 2391 Mountain Road, Catawissa, Pennsylvania, 17820

PROPERTY IMPROVED: One story ranch with attached 2-car garage, barn with attached

storage shed, open pole shed

TAX PARCEL NUMBER: 20-08-009



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

Instrument Number - 201004218 Recorded On 5/21/2010 At 3:01:02 PM

* Total Pages - 19

- * Instrument Type MORTGAGE Invoice Number - 144007
- * Mortgagor BEAVER, WHEELER L
- * Mortgagee FIRST COLUMBIA BANK & TRUST CO User - TSA

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
AFFORDABLE HOUSING	\$41.00
RECORDING FEES -	\$41.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$111.00

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: BOX MULTI COUNTY

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



Beverly J. Michael Recorder of Deeds

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

Prepared By:

First Columbia Bank & Trust Co. 232 East Street Bloomsburg, PA 17815 570-784-4400

Return To:

First Columbia Bank & Trust Co. 232 East Street Bloomsburg, PA 17815 570-784-4400

Parcel Number: 20 08 00900

Premises:

2391 Mountain Road, Catawissa, PA 17820

[Space Above This Line For Recording Data] -

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated 05-14-2010 together with all Riders to this document.
- (B) "Borrower" is

Wheeler L. Beaver and Shaaron M. Beaver, jointly

Borrower is the mortgagor under this Security Instrument.	w L B	
PENNSY (VANIA Single Family Fannie Mae Freudie Mac HNIFORM INSTRUMENT VMP 8 Wolters Kluwer Financial Services	5mC Form 3030 VMP6(PA) 10804 Initials. Page 1 o	ti 00

Property: (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

Of Columbia

Refer to Exhibit (A) which is attached here to and made a part here of Columbia County, Locust Township

which currently has the address of 2391 Mountain Road	
Catawissa ("Property Address"):	[Street] [City], Pennsylvania 17820 (Zip Code]
PENNSYLVANIA-Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP 8: Volters Kluwer Financial Services	5m

shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and

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other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this

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

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

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

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

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

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

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

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Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22. including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by
- 23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale. and homestead exemption.
- 25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
- 26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.
- 27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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EXHIBIT A

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Locust, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin corner set at the Northeasterly corner of the intersection of L. R. 19007 and the Township road leading to Newlin; and THENCE running along the Easterly line of said Township Road North 41 degrees 06 minutes West 15.7 rods to an iron pin corner set in the Southerly line of other land now or formerly of Helen E. Beaver North 41 degrees 54 minutes East 50.9 rods to an iron pin corner set in the Westerly line of lands now or formerly of Joseph Mackowski; THENCE running along the Westerly line of land now or formerly of said Mackowski, South 43 degrees 05 minutes East 15.7 rods to an iron pin corner set in the Northerly line of the aforesaid L. R. 19007; THENCE along the Northerly line of L. R. 19007 South 41 degrees 54 minutes West 51.4 rods to an iron pin corner, the place of BEGINNING. CONTAINING 5 acres of land according to a survey and draft made by Howard Fetterolf, R.E. on September 16, 1971.

EXCEPTING AND RESERVING THEREFROM the following described parcels of land:

PARCEL NO. 1: BEING premises which Helen E. Beaver, single, by her Deed dated November 15, 1971, and recorded in Columbia County Deed Book 254, page 449, granted and conveyed to Joseph M. Tomesko, bounded and described as follows:

BEGINNING at an iron pin corner set in the Southwesterly corner of land now or formerly of Joseph Makowski, et al and at the Northerly line of L. R. 19007 and running THENCE along the Northerly line of said L. R. 19007, South 41 degrees 54 minutes West 170 feet to an iron pin corner set at the Southeasterly corner of other land now or formerly of Helen E. Beaver; running THENCE along the Easterly line of other land now or formerly of Helen E. Beaver North 43 degrees 05 minutes West 258 feet to an iron pin corner set in the Southerly line of other land now or formerly of Helen E. Beaver; THENCE continuing along the Southerly line of other land now or formerly of Helen E. Beaver, North 41 degrees 54 minutes East 170 feet to an iron pin corner set in the Westerly line of land of the aforesaid Makowski; THENCE running along the Westerly line of land of said Makowski South 43 degrees 05 minutes East 258 feet to an iron pin corner, the place of BEGINNING. CONTAINING one (1) acre of land according to a survey and draft made by Howard Fetterolf, R.E. on October 14, 1971.

<u>PARCEL NO. 2:</u> BEING premises about to be conveyed to Jane Rosputinski, et vir, bounded and described as follows:

BEGINNING at a point in the center of Township Route 418 at its intersection with Legislative Route 19007; THENCE along the centerline of Township Route No. 418, North 42 degrees 57 minutes 45 seconds East a distance of 274.19 feet to a point in the centerline of Township Route 418; THENCE by the same and along lands of Manual & Felisbella Barbosa, South 55 degrees 30 minutes 59 seconds East a distance of 369.67 feet to an iron pin at the Northwest corner of Lot No. 2, being other lands of the Grantor herein; THENCE by the same, South 41 degrees 55 minutes 51 seconds West, a distance of 273.89 feet to a point in the center of Legislative Route 19007; THENCE by the same, North 55 degrees 27 minutes 30 seconds West a distance of 374.60 feet to the point and place of BEGINNING. CONTAINING 2.350 acres of land.

BEING Lot No. 1 on a certain survey of J. F. Fenstermacher & Associates dated June 15, 1987, and recorded in the Office of the Recorder of Deeds of Columbia County in Map Book 7, Page 168.

NOTE

May 14, 2010	BLOOMSBURG	Pennsylvania
[Data]	[City]	(State)
2391 Mountain Road, Catewissa, PA 17820 (Property Address)		
1. BORROWER'S PROMISE TO PAY	,	
In return for a loan that I have received, I promise to pa (this amount is called "Principal"), plus interest, to the order of organized and existing under the laws of the state of Pannsylvania	the Lender. The Lender is himst. vul.	hkilain beldica i uda i co.
all payments under this Note in the form of cash, check or mone I understand that the Lender may transfer this Note. T who is entitled to receive payments under this Note is called the	he Lender or anyone who takes this	Note by transfer and
2. INTEREST Interest begins accruing on May 19, 2010 Interest will be charged on unpaid principal until the fu a yearly rate of		
The interest rate required by this Section 2 is the rate Section $6(B)$ of this Note.	I will pay both before and after any	default described in
3. PAYMENTS (A) Time and Place of Payments		
I will pay principal and interest by making a payment eve	ry-month.	
I will make my monthly payment on the	nents every month until I have paid a under this Note. Each monthly paym	Il of the principal and ent will be applied as
I still owe amounts under this Note, I will pay those amounts in I will make my monthly payments at 232 EAST, STREET, BI	full on that date, which is called the "N	Maturity Date."
(B) Amount of Monthly Payments	or at a different place if required by th	e Note Holder.
My monthly payment will be in the amount of U.S. 5.448	5.48	
4. BORROWER'S RIGHT TO PREPAY I have the right to make payments of Principal at any	time before they are the A paymen	or of Principal only is
known as a "Prepayment." When I make a Prepayment, I will not designate a Payment as a Prepayment if I have not made all!	tell the Note Holder in writing that	Lam doing so. I may
I may make a full Prepayment or partial Prepayments was my Prepayments to reduce the amount of Principal that I omy Prepayment to the accrued and unpaid interest on the Prepayment for the Note. If I make a partial Prepayamount of my monthly payment unless the Note Holder agrees in	vithout paying a Prepayment charge, we under this Note. However, the N ayment amount, before applying my ment, there will be no changes in t	The Note Holder will of Holder may apply Prepayment to reduce
5. LOAN CHARGES If a law, which applies to this loan and which sets maxis or other loan charges collected or to be collected in connection such loan charge shall be reduced by the amount necessary to already collected from me which exceeded permitted limits will	in with this loan exceed the permitted reduce the charge to the permitted lind I be refunded to me. The Note Holde	f limits, then: (a) any mit; and (b) any sums r may choose to make
this refund by reducing the Principal I owe under this Note: Principal, the reduction will be treated as a partial Prepayment. 6. BORROWER'S FAILURE TO PAY AS REQUIRED	or by making a direct payment to m	e. If a refund reduces
(A) Late Charge for Overdue Payments		
If the Note Holder has not received the full amount of	pay a late charge to the Note Holde	er. The amount of the
promptly but only once on each late payment. (B) Default		
If I do not pay the full amount of each monthly payment (C) Notice of Default		
If I am in default, the Note Holder may send me a samount by a certain date, the Note Holder may require me to been paid and all the interest that I owe on that amount. That notice is mailed to me or delivered by other means.	pay immediately the full amount of P t date must be at least 30 days after	rincipal which has not
(D) No Waiver By Note Holder	1	
Even if, at a time when I am in default, the Note I described above, the Note Holder will still have the right to do s (E) Payment of Note Holder's Costs and Expenses	Holder does not require me to pay in a fill am in default at a later time.	mmediately in full as
If the Note Holder has required me to pay immediately	y in full as described above, the Note	Holder will have the

given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I

Form 3200 1:01

MULTISTATE FIXED RATE NOTE—Single Family—Fannis Mae/Freddie Mac UNIFORM INSTRUMENT

applicable law. Those expenses include, for example, reasonable attorneys' fees.

give the Note Holder a notice of my different address.

7. GIVING OF NOTICES

right to be paid back by me for all of its costs and expenses jn enforcing this Note to the extent not prohibited by

Unless applicable law requires a different method, any notice that must be given to me under this Note will be

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"). dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Wheeler L. Beaver	Board (Seal)
	(Sea)
	[Sign Original Only]
PAY TO TH	E ORDER OF

FIRST COLUMBIA BANK & TRUST CO

WITHOUT RECOURSE

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



US SMALL BUSINESS ADMINISTRATION PHILADELPHIA DISTRICT OFFICE 900 MARKET STREET

PHILADELPHIA PA 19107-4214

Page 1 of 1 Print Your Documents

Document Receipt

5/11/2018 12:00:00 AM USPS Server First-Class Mail® Trans# 13137 Carrier / service:

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INTERNAL REVENUE SERVICE TECHNICAL SUPPORT GROUP

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Doc Ref#: 2018ED49

Postage 5.4200

PHILADELPHIA PA 19106

Document Receipt

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Ship to:

PHILADELPHIA DISTRICT OFFICE

900 MARKET STREET

US SMALL BUSINESS ADMINISTRATION

ADMINION

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US SMALL BUSINESS ADMINISTRATION

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5/11/2018

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PO BOX 8016 71901140006000129340 Tracking #:

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DEPARTMENT OF REVENUE COMMONWEALTH OF PA

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Doc Ref #: 2018ED49

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HARRISBURG PA 17128

100820 AMOUNT \$1,350.00 DATE 05/08/2018 www.firstcolumbiaba 60-593/313 232 EAST STREET BLOOMSBURG, PA 17815

Security features. Details on back.

Manon C Koc

Columbia County Sheriff

MEMO

TO THE ORDER OF

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