

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

LSF9 MASTER PARTICIPATION TRUST VS. AUTUMN & TERRY WHITMIRE

NO. 94-2019 ED

NO. 330-2019 JD

DATE/TIME OF SALE: September 9, 2020 AT 9:00 AM

BID PRICE (INCLUDES COST)

\$ 40,000.00 (2987.54)

POUNDAGE - 2% OF BID

\$ 800.00

TRANSFER TAX - 2% OF FAIR MKT

\$ _____

MISC. COSTS

\$ 250.00

TOTAL AMOUNT NEEDED TO PURCHASE

\$ 4037.54

PURCHASER(S):

W F Achey [Brian F. Achey]

ADDRESS:

c/o Marley Deas Kochalski, LLC PO Box ~~16503~~ 165208
Columbus, OH 43216-5028

NAMES(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S): _____

TOTAL DUE:

\$ 4037.54

LESS DEPOSIT:

\$ 1350.00

DOWN PAYMENT:

\$ _____

TOTAL DUE IN 8 DAYS

\$ 2687.54

SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain
Sheriff

Earl D. Mordan, Jr.
Chief Deputy



Plaintiff

LSF9 MASTER PARTICIPATION TRUST

vs.

Defendant

AUTUMN WHITMIRE
TERRY WHITMIRE

Attorney for the Plaintiff:

MANLEY DEAS KOCHALSKI LLC
P.O. BOX 165028
COLUMBUS, OH 43216-5028

Sheriff's Sale Date: Wednesday, September 9, 202

Writ of Execution No. : 2019CV330

Advance Sheriff Costs: \$1,350.00

Location of the real estate: 141 BRIAR CLIFF ROAD, BERWICK, PA 18603

Sheriff Costs

Advertising Sale (Newspaper)		\$15.00
Advertising Sale Bills & Copies		\$17.50
Crying Sale		\$10.00
Docketing		\$15.00
Levy		\$15.00
Mailing Costs		\$36.00
Posting Handbill		\$15.00
Press Enterprise Inc.		\$1,716.80
Prothonotary, Acknowledge Deed		\$10.00
Sheriff Automation Fund		\$50.00
Sheriff's Deed		\$35.00
Solicitor Services		\$100.00
Transfer Tax Form		\$25.00
Web Posting		\$100.00
Continued or Cancelled Sale	Postponed to: 11/20/2019	\$10.00
Continued or Cancelled Sale	Postponed to: 2/26/2020	\$10.00
Service		\$180.00
Service Mileage		\$24.00
Distribution Form		\$25.00
Copies		\$6.50
Notary Fee		\$15.00
Tax Claim Search		\$5.00
Surcharge		\$130.00
Continued or Cancelled Sale	Postponed to: 4/29/2020	\$10.00

Total Sheriff Costs \$2,575.80

Municipal Costs

Sewer	\$339.99
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Total Municipal Costs \$339.99

Distribution Costs

Recording Fees	\$71.75
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Total Distribution Costs \$71.75

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

**COLUMBIA COUNTY REGISTER AND RECORDER
RECEIPT**

Inv Number: 242318	Invoice Date: 12/04/2020 10:12:45 AM	RECEIPT	Reg/Drw ID: 0102
Customer:	Last Change:	Receipt By: MAIL	By: HAS
SHERIFF OFFICE			

Chg #	Charge / Payment / Fee Description	Amount	Inst # / Inst Date	Municipality
1	DEED	\$71.75	202009696	BERWICK BORO
	Grantor - WHITMIRE, AUTUMN A		12/04/20 10:12:47 AM	
	Grantee - LSF9 MASTER PARTICIPATION TRUST			
	Consideration - \$4,037.54			
	Tax Basis - \$0.00			
	Return Via - MAIL			
	Fees Summary:			
	STATE WRIT TAX	\$0.50		
	JCS/ACCESS TO JUSTICE	\$40.25		
	AFFORDABLE HOUSING	\$13.00		
	RECORDING FEES - RECORDER	\$13.00		
	RECORDER IMPROVEMENT FUND	\$3.00		
	COUNTY IMPROVEMENT FUND	\$2.00		
	Inst Info: SHERIFF DEED			
	TOTAL CHARGES	\$71.75		
	PAYMENTS			
	CHECK: 8912 - SHERIFF OFFICE	\$71.75		
	TOTAL PAYMENTS	\$71.75		
	AMOUNT DUE	\$71.75		
	PAYMENT ON INVOICE	(\$71.75)		
	BALANCE DUE ON INVOICE	\$0.00		



(EX) MOD 04-19 (FI)

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION**RECORDER'S USE ONLY**

State Tax Paid:

Book

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATADate of Acceptance of Document
09/09/2020Grantor(s)/Lessor(s)
Sheriff of Columbia CountyTelephone Number
570-389-5622Grantee(s)/Lessee(s)
LSF9 Master Participation TrustTelephone Number
1-800-401-6589Mailing Address
35 West Main Street, P.O. Box 380Mailing Address
13801 Wireless WayCity
BloomsburgState
PAZip Code
17815City
Oklahoma CityState
OklahomaZip Code
73134**SECTION II REAL ESTATE LOCATION**Street Address
141 Briar Cliff RoadCity, Township, Borough
Borough of BerwickCounty
ColumbiaSchool District
Berwick Area SDTax Parcel Number
04D-03-056-00**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☐ YES ☒ NO1. Actual Cash Consideration
40,000.002. Other Consideration
+0.003. Total Consideration
= 40,000.004. County Assessed Value
26,342.005. Common Level Ratio Factor
X 4.766. Computed Value
= 125,387.92**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**1a. Amount of Exemption Claimed
100%1b. Percentage of Grantor's Interest in Real Estate
100%1c. Percentage of Grantor's Interest Conveyed
100%**2. Check Appropriate Box for Exemption Claimed.**

- ☐ Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:Name
Manley Deas Kochalski LLCTelephone Number
614-220-5611Mailing Address
P. O. Box 165028City
ColumbusState
OHZIP Code
43216-5028

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

9-15-20

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

LSF9 Master Participation Trust

CIVIL DIVISION

Plaintiff,
vs.

Docket No.: 2019 CV 330

Autumn A. Whitmire; Terry L. Whitmire
Defendants.

All that certain piece or parcel of land situate in the Fourth Ward of the Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows;

Beginning at a point on the Westerly side of Briar Cliff Road at the Southeast corner of Lot Number One Hundred Seventy-four (174); Thence along the Southerly line of said lot North seventy-five (75) degrees thirty-two (32) minutes West, a distance of one hundred fifty-three and thirty-six hundredths (153.36) feet to a point in the Easterly line of Lot Number One Hundred Seventy-six (176); thence along the Easterly line of Lot Number One Hundred Seventy-six (176) South ten (10) degrees forty-six (46) minutes West, a distance of sixty-seven and sixty-seven hundredths (67.67) feet to a point on the Northerly side of Briar Cliff Road; Thence along the northerly side of Briar Cliff Road, South seventy-one (71) degrees twenty-nine (29) minutes East, a distance of eighty-four and seventy-one hundredths (84.71) feet to a point; Thence along Briar Cliff Road on a curve to the left with a radius of sixty (60) feet; ninety-nine and seventy-five hundredths (99.75) feet to a point on the Westerly side of Briar Cliff Road; Thence along the Westerly side of said road: North thirteen (13) degrees sixteen (16) minutes East, a distance of fourteen and three-tenths (14.3) feet to the Southeast corner of Lot Number One Hundred Seventy-four (174), the place of Beginning.

Being Lot Number One Hundred Seventy-five (175) according to Plan of Section "C" Park Place Village, Borough of Berwick, Pa. Scale 1 in. equal 60 ft., Feb. 1950, R. A. Dunn, as approved by Borough Council of Berwick, Pa. on March 6 A. D. 1950.

Parcel No.: 04D-03-056-00

Being the same property conveyed to Autumn A. Whitmire and Terry L. Whitmire, wife and husband who acquired title by virtue of a deed from Secretary of Housing and Urban Development of Washington, D.C., dated June 1, 2005, recorded June 16, 2005, at Instrument Number 200506111, Office of the Recorder of Deeds, Columbia County, Pennsylvania.

Property known as 141 Briar Cliff Road, Berwick, PA 18603

Exhibit "A"



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

Instrument Number - 200506112
Recorded On 6/16/2005 At 8:49:05 AM
* Instrument Type - MORTGAGE
Invoice Number - 82022
* Mortgagor - WHITMIRE, AUTUMN A
* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
User - BSL

* Total Pages - 16

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$35.00
RECORDING FEES -	\$35.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$85.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX ANTHONY J MCDONALD

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



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

Prepared By:

[Company Name]

[Name of Natural Person]

[Street Address]

[City, State Zip Code]

After recording please return to:
Concorde Acceptance Corporation

[Company Name]

Attn: Servicing Dept.

[Name of Natural Person]

7929 Brookriver Drive #500

[Street Address]

Dallas, TX 75247

[City, State Zip Code]

UPI/PIN/Tax ID:

[Space Above This Line For Recording Data]

MORTGAGE

Redacted

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 13, 2005, together with all Riders to this document.

(B) "Borrower" is Autumn A. Whitmire and Terry L. Whitmire, wife and husband

. Borrower is the mortgagor under this Security Instrument.

RedactedRedacted

Pennsylvania Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

Page 1 of 14

MERS Modified Form 3039 01/01
14301PA 09/00 Rev. 05/05
©2005, The Compliance Source, Inc.

Redacted

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Concorde Acceptance Corporation

Lender is a corporation
Texas
#500, Dallas, TX 75247

organized and existing under the laws of
Lender's address is 7929 Brookriver Drive

(E) "Note" means the promissory note signed by Borrower and dated June 13, 2005. The Note states that Borrower owes Lender sixty eight thousand and NO/100ths Dollars (U.S. \$ 68,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

RedactedRedacted

Redacted

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of Columbia :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Tax Parcel ID No.:

See Exhibit "A" attached hereto and made a part hereof.

which currently has the address of

Berwick
[City]

, Pennsylvania

141 Briar Cliff Road
[Street]

18603

[Zip Code]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

Redacted

Redacted

ALL THAT CERTAIN piece or parcel of land situate in the Fourth Ward of the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Westerly side of Briar Cliff Road at the Southeast corner of Lot Number one hundred seventy-four (174); Thence along the Southerly line of said lot North seventy-five (75) degrees thirty-two (32) minutes West, a distance of one hundred fifty-three and thirty-six hundredths (153.36) feet to a point in the Easterly line of Lot Number One Hundred Seventy-six (176); THENCE along the Easterly line of Lot Number One Hundred Seventy-six (176) South ten (10) degrees forty-six (46) minutes West, a distance of sixty-seven and sixty-seven hundredths (67.67) feet to a point on the Northerly side of Briar Cliff Road; THENCE along the northerly side of Briar Cliff Road, South seventy-one (71) degrees twenty-nine (29) minutes East, a distance of eighty-four and seventy-one hundredths (84.71) feet to a point; THENCE along Briar Cliff Road on a curve to the left with a radius of sixty (60) feet; nine and seventy-five hundredths (99.75) feet to a point on the Westerly side of Briar Cliff Road; THENCE along the Westerly side of said road: North thirteen (13) degrees sixteen (16) minutes East, a distance of fourteen and three-tenths (14.3) feet to the Southeast corner of Lot Number One Hundred Seventy-four (174), the place of BEGINNING.

BEING Lot Number One Hundred Seventy-five (175) according to Plan of Section "C" PARK PLACE VILLAGE, Borough of Berwick, PA. Scale 1 in. equal 60 ft., Feb. 1950, R.A. Dunn, as approved by Borough Council of Berwick, PA on March 6 AD. 1950.

SUBJECT to the exceptions, reservations, and restrictions in prior Deeds in the chain of title.

HAVING THEREON ERECTED A dwelling house known as 141 Briar Cliff Road, Berwick, Pennsylvania.

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

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

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

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

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

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

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

Redacted

Redacted

obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as

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Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which

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creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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 Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.


27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

[Signatures on Following Page]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
Autumn A. Whitmire -Borrower
[Printed Name]

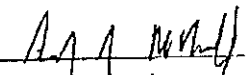
 (Seal)
Terry L. Whitmire -Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 7929 Brookriver Dr., # 5-00, Dallas TX 75247.

By: 
Title: Attorney

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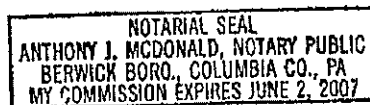
State of PA §
County of Columbia §
§

On this, the 13 day of JUN 2005, before me
the undersigned officer, personally appeared Autumn A. Whitmire and Terry L. Whitmire

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.

(Seal)



Signature

Title of Officer

Notary

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

Instrument Number - 201409806

Recorded On 12/22/2014 At 11:12:03 AM

* Total Pages - 3

* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 192163

* Grantor - WHITMIRE, AUTUMN A

* Grantee - HSBC MORTGAGE SERVICES INC

User - TSA

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$54.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

MAIL HSBC CONSUMER AND MORTGAGE
LENDING
PO BOX 1422
BRANDON, FL 33509-9900
ATTN: LEGAL ENTITY REVIEW

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



Brenda S. Lupini
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.

When Recorded Return To:
ASSIGNMENTS
HSBC MORTGAGE SERVICES
P.O. BOX 1422
BRANDON, FL 33509

Redacted

CORPORATE ASSIGNMENT OF MORTGAGE

Columbia, Pennsylvania

RedactedRedacted WHITMIRE"

Redacted

SIS #: 1-888-679-6377

Date of Assignment: December 19th, 2014

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
CONCORDE ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"

Assignee: HSBC MORTGAGE SERVICES, INC.

I hereby certify the precise address of the within named Assignor is P.O. BOX 2026, FLINT, MI
48501-2026.

I hereby certify the precise address of the within named Assignee is 636 GRAND REGENCY BLVD,
BRANDON, FL 33510.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC has a physical address at 1901 E
Voorhaes Street, Suite C, Danville, IL 61834 and a mailing address at P.O. BOX 2026, FLINT, MI
48501-2026

Executed By: AUTUMN A. WHITMIRE AND TERRY L. WHITMIRE, WIFE AND HUSBAND To:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE
ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"

Date of Mortgage: 06/13/2005 Recorded: 06/16/2005 in Book/Reel/Liber: N/A Page/Folio: N/A as
Instrument/Document: 200506112 In the County of Columbia, State of Pennsylvania.
141 BRIAR CLIFF ROAD, BERWICK, PA 18603 in the Township of BERWICK

I do certify that the precise address of HSBC MORTGAGE SERVICES, INC. is 636 GRAND REGENCY
BLVD, BRANDON, FL 33510


Attested By: *[Signature]*

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named
Assignee, the said Mortgage having an original principal sum of \$68,000.00 with interest, secured
thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained,
and the said assignor hereby grants and conveys unto the said assignee, the assignor's interest under
the Security instrument.

RedactedRedacted

TO HAVE AND TO HOLD the said Security Instrument, and the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

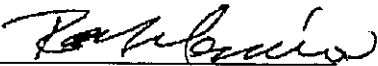
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE
ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"
On December 19th, 2014

By: 
ANGELA JOHNSON, Assistant Secretary

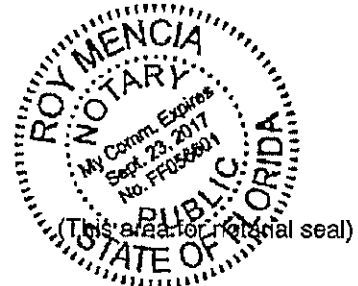
STATE OF Florida
COUNTY OF Hillsborough

On December 19th, 2014, before me, ROY MENCIA, a Notary Public in and for Hillsborough in the State of Florida, personally appeared ANGELA JOHNSON, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS", personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



ROY MENCIA
Notary Expires: 09/23/2017 #FF056601



RedactedRedacted



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

Instrument Number - 201606320

Recorded On 8/15/2016 At 12:29:30 PM

* Total Pages - 3

* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 206765

* Grantor - WHITMIRE, AUTUMN A

* Grantee - LSF9 MASTER PARTICIPATION TRUST

User - HAS

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$54.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
ORION FINANCIAL GROUP INC
2860 EXCHANGE BLVD
SUITE 100
SOUTHLAKE, TX 76092

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



Brenda S. Lupini

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 & RETURN TO:
M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **HSBC MORTGAGE SERVICES, INC** 636 Grand Regency Blvd., Brandon, FL 33510 (Assignor) by these presents does assign, and set over, without recourse, to **LSF9 MASTER PARTICIPATION TRUST** 13801 Wireless Way, Oklahoma City, OK 73134 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by **AUTUMN A. WHITMIRE AND TERRY L. WHITMIRE, WIFE AND HUSBAND** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 6/13/2005 is recorded in the State of PA, County of Columbia on 6/16/2005, as Instrument # 200506112 AMOUNT: \$ 68,000.00 *ASSIGNMENT DATED 12/19/2014 FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION ITS SUCCESSORS AND ASSIGNS TO HSBC MORTGAGE SERVICES, INC. RECORDED ON 12/22/2014 IN INST#: 201409806* Property Address: 141 BRIAR CLIFF ROAD, BERWICK, PA 18603

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed by its proper officer.
Executed on: *Definitive*
HSBC MORTGAGE SERVICES, INC By Caliber Home Loans, Inc. Its Attorney in Fact

By:

Mindi Coleman

Mindi Coleman, Authorized Signatory

Redacted

PA Columbia

The Assignee hereby certifies that the precise address of the within named **LSF9 MASTER PARTICIPATION TRUST** is
13801 Wireless Way, Oklahoma City, OK 73134.

Mindi Coleman

Redacted

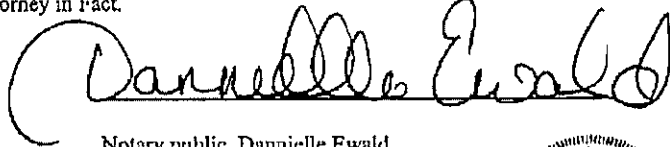
PREPARED BY & RETURN TO:

M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

The Power of Attorney was filed in Columbia County, Pennsylvania on 08-15-16 at # 201606317.

State of Oklahoma, County of Oklahoma

On 6/24/16 before me, the undersigned, personally appeared Mindi Coleman, who acknowledged that he/she is Authorized Signatory of By Caliber Home Loans, Inc. Its Attorney in Fact for HSBC MORTGAGE SERVICES, INC and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of HSBC MORTGAGE SERVICES, INC By Caliber Home Loans, Inc. Its Attorney in Fact.



Notary public, Danielle Ewald
My commission expires: January 7, 2019



Redacted

PA Columbia

Redacted



MANLEYDEAS.COM

P.O. BOX 145028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

November 24, 2020

Columbia County Sheriff
Timothy Chamberlain
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

Dear Sir or Madam:

Our office is the attorney on the Writ for the above-referenced sale. Please be advised that we are assigning the bid to **LSF9 Master Participation Trust, 13801 Wireless Way, Oklahoma City, Oklahoma 73134**. Please issue the Deed to the specified assignee.

Also enclosed are the following:

- a check in the amount of \$2,687.54, representing the amount due per the cost sheet;
- two (2) original Realty Transfer Tax Affidavits of Value;
- a copy of the legal description for the deed;
- a copy of the Mortgage and Assignment of Mortgage (if applicable);
- a self-addressed, stamped envelope for return of the deed.

Should you have any questions, please feel free to contact me at 614-220-5611 or email Post-Sale-PA@manleydeas.com.

Very truly yours,

MANLEY DEAS KOCHALSKI LLC

Enclosures



(EX) MOD 06-19 (FI)

1830019105

RECORDER'S USE ONLY

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATADate of Acceptance of Document
09/09/2020Grantor(s)/Lessor(s)
Sheriff of Columbia CountyTelephone Number
570-389-5622Grantee(s)/Lessee(s)
LSF9 Master Participation TrustTelephone Number
1-800-401-6589Mailing Address
35 West Main Street, P.O. Box 380Mailing Address
13801 Wireless WayCity
BloomsburgState
PAZip Code
17815City
Oklahoma CityState
OklahomaZip Code
73134**SECTION II REAL ESTATE LOCATION**Street Address
141 Briar Cliff RoadCity, Township, Borough
Borough of BerwickCounty
ColumbiaSchool District
Berwick Area SDTax Parcel Number
04D-03-056-00**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☐ YES ☒ NO1. Actual Cash Consideration
40,000.002. Other Consideration
+0.003. Total Consideration
= 40,000.004. County Assessed Value
26,342.005. Common Level Ratio Factor
X 4.766. Computed Value
= 125,387.92**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**1a. Amount of Exemption Claimed
100%1b. Percentage of Grantor's Interest in Real Estate
100%1c. Percentage of Grantor's Interest Conveyed
100%**2. Check Appropriate Box for Exemption Claimed.**

- ☐ Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☒ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:Name
Manley Deas Kochalski LLCTelephone Number
614-220-5611Mailing Address
P. O. Box 165028City
ColumbusState
OHZIP Code
43216-5028

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

11-24-20



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

November 24, 2020

Columbia County Sheriff
Timothy Chamberlain
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

Dear Sir or Madam:

Our office is the attorney on the Writ for the above-referenced sale. Please be advised that we are assigning the bid to **LSF9 Master Participation Trust, 13801 Wireless Way, Oklahoma City, Oklahoma 73134**. Please issue the Deed to the specified assignee.

Also enclosed are the following:

- a check in the amount of \$2,687.54, representing the amount due per the cost sheet;
- two (2) original Realty Transfer Tax Affidavits of Value;
- a copy of the legal description for the deed;
- a copy of the Mortgage and Assignment of Mortgage (if applicable);
- a self-addressed, stamped envelope for return of the deed.

Should you have any questions, please feel free to contact me at 614-220-5611 or email Post-Sale-PA@manleydeas.com.

Very truly yours,

MANLEY DEAS KOCHALSKI LLC

Enclosures



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

September 11, 2020

Columbia County Sheriff
Timothy Chamberlain
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

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Very truly yours,

MANLEY DEAS KOCHALSKI LLC

Enclosures



(EX)MOD04-19 (F1)

1830019105

RECORDER'S USE ONLY

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document 09/09/2020					
Grantor(s)/Lessor(s) Sheriff of Columbia County	Telephone Number 570-389-5622	Grantee(s)/Lessee(s) LSP9 Master Participation Trust		Telephone Number 1-800-401-6589	
Mailing Address 35 West Main Street, P.O. Box 380			Mailing Address 13801 Wireless Way		
City Bloomsburg	State PA	Zip Code 17815	City Oklahoma City	State Oklahoma	Zip Code 73134

SECTION II REAL ESTATE LOCATION

Street Address 141 Briar Cliff Road		City, Township, Borough Borough of Berwick	
County Columbia	School District Berwick Area SD	Tax Parcel Number 04D-03-056-00	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
1. Actual Cash Consideration 40,000.00	2. Other Consideration +0.00	3. Total Consideration = 40,000.00
4. County Assessed Value 26,342.00	5. Common Level Ratio Factor X 4.76	6. Computed Value = 125,387.92

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
---	---	---

2. Check Appropriate Box for Exemption Claimed.

- ☐ Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
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- ☐ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Manley Deas Kochalski LLC		Telephone Number 614-220-5611	
Mailing Address P. O. Box 165028	City Columbus	State OH	ZIP Code 43216-5028

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 9-15-20
---	-----------------



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

September 11, 2020

Columbia County Sheriff
Timothy Chamberlain
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

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Very truly yours,

MANLEY DEAS KOCHALSKI LLC

Enclosures



(EX)MOD 04-19 (FI)

1830019105

RECORDER'S USE ONLY

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document 09/09/2020							
Grantor(s)/Lessor(s) Sheriff of Columbia County		Telephone Number 570-389-5622		Grantee(s)/Lessee(s) LSF9 Master Participation Trust		Telephone Number 1-800-401-6589	
Mailing Address 35 West Main Street, P.O. Box 380				Mailing Address 13801 Wireless Way			
City Bloomsburg		State PA	Zip Code 17815	City Oklahoma City		State Oklahoma	Zip Code 73134

SECTION II REAL ESTATE LOCATION

Street Address 141 Briar Cliff Road		City, Township, Borough Borough of Berwick	
County Columbia	School District Berwick Area SD	Tax Parcel Number 04D-03-056-00	

SECTION III VALUATION DATA

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<input type="checkbox"/> Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)		
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SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Manley Deas Kochalski LLC		Telephone Number 614-220-5611	
Mailing Address P. O. Box 165028	City Columbus	State OH	ZIP Code 43216-5028

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 9-15-20
---	-----------------



(EX) MOD 04-19 (FI)

1830019105

RECORDER'S USE ONLY

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document 09/09/2020					
Grantor(s)/Lessor(s) Sheriff of Columbia County		Telephone Number 570-389-5622		Grantee(s)/Lessee(s) LSF9 Master Participation Trust	
Mailing Address 35 West Main Street, P.O. Box 380		Mailing Address 13801 Wireless Way			
City Bloomsburg	State PA	Zip Code 17815	City Oklahoma City	State Oklahoma	Zip Code 73134

SECTION II REAL ESTATE LOCATION

Street Address 141 Briar Cliff Road		City, Township, Borough Borough of Berwick	
County Columbia	School District Berwick Area SD	Tax Parcel Number 04D-03-056-00	

SECTION III VALUATION DATA

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<input type="checkbox"/>	Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)		
<input type="checkbox"/>	Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)		
<input type="checkbox"/>	Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)		
<input checked="" type="checkbox"/>	Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)		
<input type="checkbox"/>	Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)		
<input type="checkbox"/>	Statutory corporate consolidation, merger or division. (Attach copy of articles.)		
<input type="checkbox"/>	Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)		

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Manley Deas Kochalski LLC		Telephone Number 614-220-5611	
Mailing Address P. O. Box 165028	City Columbus	State OH	ZIP Code 43216-5028

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 9-15-20
---	-----------------

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

LSF9 Master Participation Trust

CIVIL DIVISION

Plaintiff,

Docket No.: 2019 CV 330

vs.

Autumn A. Whitmire; Terry L. Whitmire

Defendants.

All that certain piece or parcel of land situate in the Fourth Ward of the Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows;

Beginning at a point on the Westerly side of Briar Cliff Road at the Southeast corner of Lot Number One Hundred Seventy-four (174); Thence along the Southerly line of said lot North seventy-five (75) degrees thirty-two (32) minutes West, a distance of one hundred fifty-three and thirty-six hundredths (153.36) feet to a point in the Easterly line of Lot Number One Hundred Seventy-six (176); thence along the Easterly line of Lot Number One Hundred Seventy-six (176) South ten (10) degrees forty-six (46) minutes West, a distance of sixty-seven and sixty-seven hundredths (67.67) feet to a point on the Northerly side of Briar Cliff Road; Thence along the northerly side of Briar Cliff Road, South seventy-one (71) degrees twenty-nine (29) minutes East, a distance of eighty-four and seventy-one hundredths (84.71) feet to a point; Thence along Briar Cliff Road on a curve to the left with a radius of sixty (60) feet; ninety-nine and seventy-five hundredths (99.75) feet to a point on the Westerly side of Briar Cliff Road; Thence along the Westerly side of said road: North thirteen (13) degrees sixteen (16) minutes East, a distance of fourteen and three-tenths (14.3) feet to the Southeast corner of Lot Number One Hundred Seventy-four (174), the place of Beginning.

Being Lot Number One Hundred Seventy-five (175) according to Plan of Section "C" Park Place Village, Borough of Berwick, Pa. Scale 1 in. equal 60 ft., Feb. 1950, R. A. Dunn, as approved by Borough Council of Berwick, Pa. on March 6 A. D. 1950.

Parcel No.: 04D-03-056-00

Being the same property conveyed to Autumn A. Whitmire and Terry L. Whitmire, wife and husband who acquired title by virtue of a deed from Secretary of Housing and Urban Development of Washington, D.C., dated June 1, 2005, recorded June 16, 2005, at Instrument Number 200506111, Office of the Recorder of Deeds, Columbia County, Pennsylvania.

Property known as 141 Briar Cliff Road, Berwick, PA 18603

Exhibit "A"



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

Instrument Number - 200506112
Recorded On 6/16/2005 At 8:49:05 AM

* Total Pages - 16

* Instrument Type - MORTGAGE

Invoice Number - 82022

* Mortgagor - WHITMIRE, AUTUMN A

* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

User - BSL

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
AFFORDABLE HOUSING	\$35.00
RECORDING FEES -	\$35.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$85.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
BOX ANTHONY J MCDONALD

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



Beverly J. Michael

Beverly J. Michael
Recorder of Deeds

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

Prepared By:

[Company Name]

[Name of Natural Person]

[Street Address]

[City, State Zip Code]

After recording please return to:
Concorde Acceptance Corporation

[Company Name]

Attn: Servicing Dept.

[Name of Natural Person]

7929 Brookriver Drive #500

[Street Address]

Dallas, TX 75247

[City, State Zip Code]

UPI/PIN/Tax ID:

[Space Above This Line For Recording Data]

MORTGAGE

Redacted

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 13, 2005, together with all Riders to this document.

(B) "Borrower" is Autumn A. Whitmire and Terry L. Whitmire, wife and husband

. Borrower is the mortgagor under this Security Instrument.

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Pennsylvania Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

Page 1 of 14

MERS Modified Form 3039 01/01

14301 PA 09/00 Rev. 05/05

©2005, The Compliance Source, Inc

Redacted

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Concorde Acceptance Corporation

Lender is a corporation
Texas
#500, Dallas, TX 75247

organized and existing under the laws of
Lender's address is 7929 Brookriver Drive

(E) "Note" means the promissory note signed by Borrower and dated June 13, 2005. The Note states that Borrower owes Lender sixty eight thousand and NO/100ths Dollars (U.S. \$ 68,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the _____ County of _____ Columbia :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Tax Parcel ID No.:

See Exhibit "A" attached hereto and made a part hereof.

which currently has the address of

Berwick
[City]

, Pennsylvania

141 Briar Cliff Road

[Street]
18603
[Zip Code]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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ALL THAT CERTAIN piece or parcel of land situate in the Fourth Ward of the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Westerly side of Briar Cliff Road at the Southeast corner of Lot Number one hundred seventy-four (174); Thence along the Southerly line of said lot North seventy-five (75) degrees thirty-two (32) minutes West, a distance of one hundred fifty-three and thirty-six hundredths (153.36) feet to a point in the Easterly line of Lot Number One Hundred Seventy-six (176); THENCE along the Easterly line of Lot Number One Hundred Seventy-six (176) South ten (10) degrees forty-six (46) minutes West, a distance of sixty-seven and sixty-seven hundredths (67.67) feet to a point on the Northerly side of Briar Cliff Road; THENCE along the northerly side of Briar Cliff Road, South seventy-one (71) degrees twenty-nine (29) minutes East, a distance of eighty-four and seventy-one hundredths (84.71) feet to a point; THENCE along Briar Cliff Road on a curve to the left with a radius of sixty (60) feet; nine and seventy-five hundredths (99.75) feet to a point on the Westerly side of Briar Cliff Road; THENCE along the Westerly side of said road: North thirteen (13) degrees sixteen (16) minutes East, a distance of fourteen and three-tenths (14.3) feet to the Southeast corner of Lot Number One Hundred Seventy-four (174), the place of BEGINNING.

BEING Lot Number One Hundred Seventy-five (175) according to Plan of Section "C"
PARK PLACE VILLAGE, Borough of Berwick, PA. Scale 1 in. equal 60 ft., Feb. 1950,
R.A. Dunn, as approved by Borough Council of Berwick, PA on March 6 AD. 1950.

SUBJECT to the exceptions, reservations, and restrictions in prior Deeds in the chain of title.

HAVING THEREON ERECTED A dwelling house known as 141 Briar Cliff Road,
Berwick, Pennsylvania.

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

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

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

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

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

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

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

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obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as

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Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which

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creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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 Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.


27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

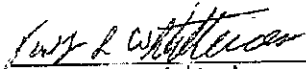
[Signatures on Following Page]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
Autumn A. Whitmire -Borrower
[Printed Name]

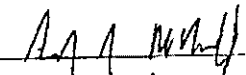
 (Seal)
Terry L. Whitmire -Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 7929 Brookriver Dr., # 5-00, Dallas TX 75247.

By: 
Title: Attorney

____ [Acknowledgment on the Following Page] ____

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Pennsylvania Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
— THE COMPLIANCE SOURCE, INC. —
www.compliance-source.com

Page 13 of 14

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MERS Modified Form 3039 01/01
14301PA 08/00 Rev. 05/05
©2005, The Compliance Source, Inc.

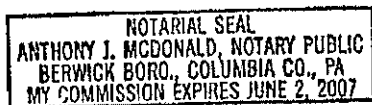
State of PA §
County of Columbia §
§

On this, the 13 day of June 2005, before me
the undersigned officer, personally appeared Autumn A. Whitmire and Terry L. Whitmire

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.

(Seal)



Signature

Title of Officer

Notary

Redacted

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

Instrument Number - 201409806

Recorded On 12/22/2014 At 11:12:03 AM

* Total Pages - 3

* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 192163

* Grantor - WHITMIRE, AUTUMN A

* Grantee - HSBC MORTGAGE SERVICES INC

User - TSA

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$54.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

MAIL HSBC CONSUMER AND MORTGAGE
LENDING
PO BOX 1422
BRANDON, FL 33509-9900
ATTN: LEGAL ENTITY REVIEW

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



Brenda S. Lupini

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.

When Recorded Return To:
ASSIGNMENTS
HSBC MORTGAGE SERVICES
P.O. BOX 1422
BRANDON, FL 33509

Redacted

CORPORATE ASSIGNMENT OF MORTGAGE

Columbia, Pennsylvania

RedactedRedacted

WHITMIRE"

Redacted

SIS #: 1-888-679-6377

Date of Assignment: December 19th, 2014

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"

Assignee: HSBC MORTGAGE SERVICES, INC.

I hereby certify the precise address of the within named Assignor is P.O. BOX 2026, FLINT, MI 48501-2026.

I hereby certify the precise address of the within named Assignee is 636 GRAND REGENCY BLVD, BRANDON, FL 33510.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC has a physical address at 1901 E Voorhees Street, Suite C, Danville, IL 61834 and a mailing address at P.O. BOX 2026, FLINT, MI 48501-2026

Executed By: AUTUMN A. WHITMIRE AND TERRY L. WHITMIRE, WIFE AND HUSBAND To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"

Date of Mortgage: 06/13/2005 Recorded: 06/16/2005 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument/Document: 200506112V In the County of Columbia, State of Pennsylvania.
141 BRIAR CLIFF ROAD, BERWICK, PA 18603 in the Township of BERWICK

I do certify that the precise address of HSBC MORTGAGE SERVICES, INC. is 636 GRAND REGENCY BLVD, BRANDON, FL 33510

Attested By: *[Signature]*


KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$68,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's interest under the Security Instrument.

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CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

TO HAVE AND TO HOLD the said Security Instrument, and the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.


MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE
ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS"
On December 19th, 2014

By: 
ANGELA JOHNSON, Assistant Secretary

STATE OF Florida
COUNTY OF Hillsborough

On December 19th, 2014, before me, ROY MENCIA, a Notary Public in and for Hillsborough in the State of Florida, personally appeared ANGELA JOHNSON, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION "ITS SUCCESSORS AND ASSIGNS", personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


ROY MENCIA
Notary Expires: 09/23/2017 #FF056601



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

Instrument Number - 201606320

Recorded On 8/15/2016 At 12:29:30 PM

* Total Pages - 3

* Instrument Type - ASSIGNMENT OF MORTGAGE

Invoice Number - 206765

* Grantor - WHITMIRE, AUTUMN A

* Grantee - LSF9 MASTER PARTICIPATION TRUST

User - HAS

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$54.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
ORION FINANCIAL GROUP INC
2860 EXCHANGE BLVD
SUITE 100
SOUTHLAKE, TX 76092

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



Brenda S. Lupini
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 & RETURN TO:
M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **HSBC MORTGAGE SERVICES, INC** 636 Grand Regency Blvd., Brandon, FL 33510 (Assignor) by these presents does assign, and set over, without recourse, to **LSF9 MASTER PARTICIPATION TRUST** 13801 Wireless Way, Oklahoma City, OK 73134 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by **AUTUMN A. WHITMIRE AND TERRY L. WHITMIRE, WIFE AND HUSBAND** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS')** AS NOMINEE FOR **CONCORDE ACCEPTANCE CORPORATION ITS SUCCESSORS AND ASSIGNS**. Said mortgage Dated: 6/13/2005 is recorded in the State of PA, County of Columbia on 6/16/2005, as Instrument # 200506112 AMOUNT: \$ 68,000.00 *ASSIGNMENT DATED 12/19/2014 FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') AS NOMINEE FOR CONCORDE ACCEPTANCE CORPORATION ITS SUCCESSORS AND ASSIGNS TO HSBC MORTGAGE SERVICES, INC. RECORDED ON 12/22/2014 IN INST#: 201409806* Property Address: 141 BRIAR CLIFF ROAD, BERWICK, PA 18603

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed by its proper officer.

Executed on: *06/24/14*
HSBC MORTGAGE SERVICES, INC By Caliber Home Loans, Inc. Its Attorney in Fact

By:

Mindi Coleman
Mindi Coleman, Authorized Signatory

Redacted

PA Columbia

The Assignee hereby certifies that the precise address of the within named **LSF9 MASTER PARTICIPATION TRUST** is
13801 Wireless Way, Oklahoma City, OK 73134

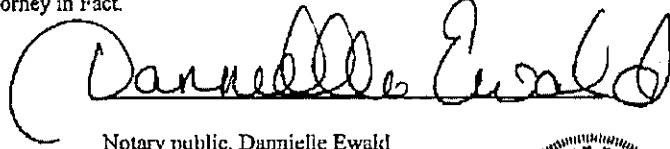
Redacted

PREPARED BY & RETURN TO:
M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

The Power of Attorney was filed in Columbia County, Pennsylvania on 08-15-16 in 4 th.

20160817
State of Oklahoma, County of Oklahoma

On 6/24/16 before me, the undersigned, personally appeared Mindi Coleman, who acknowledged that he/she is Authorized Signatory of By Caliber Home Loans, Inc. Its Attorney in Fact for HSBC MORTGAGE SERVICES, INC and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of HSBC MORTGAGE SERVICES, INC By Caliber Home Loans, Inc. Its Attorney in Fact.



Notary public, Danielle Ewald
My commission expires: January 7, 2019



Redacted

PA Columbia

Redacted

Krus

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Lefty

37500

39500

Location of the real estate: 141 BRIAR CLIFF ROAD, BERWICK, PA 18603

Grand Total:	\$2,987.54
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Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

MANLEY DEAS KOCHALSKI LLC
P.O. BOX 165028
COLUMBUS OH 43216-5028

Office of the Sheriff of Columbia County
ATTN: REAL ESTATE
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Office of the Sheriff of Columbia County
ATTN: REAL ESTATE
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

July 21, 2020

Office of the Sheriff of Columbia County
ATTN: REAL ESTATE DEPT.
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

Dear Sir/Madam:

Enclosed please find the following:

- an original Certificate of Filing in the above captioned matter.

Thank you for your assistance.

Very truly yours,

Manley Deas Kochalski LLC
Enclosures

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

LSF9 Master Participation Trust

Plaintiff,
vs.

Autumn A. Whitmire; Terry L. Whitmire

Defendants.

CIVIL DIVISION

Docket No.: 2019 CV 330

CERTIFICATE OF FILING

On this date, I sent to the Prothonotary of Columbia County a copy of the Notice of the Date of Continued Sheriff Sale in the above-captioned matter showing the above referenced foreclosure sale scheduled for July 29, 2020 at 9:00AM in the above captioned matter has been continued until September 9, 2020 at 9:00AM.

Dated: July ²⁴~~21~~, 2020

By: 
Cristina L. Connor, Esquire (318389)
Scott A. Dietterick, Esquire (55650)
Kimberly J. Hong, Esquire (74950)
Michael E. Carleton, Esquire (203009)
Meredith H. Wooters, Esquire (307207)
Matthew P. Curry, Esquire (322229)
Holly N. Wolf, Esquire (322153)✓
Karina Velter, Esquire (94781)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: clconnor@manleydeas.com
Attorney for Plaintiff

TX Result Report

P 1

07/15/2020 10:13

Serial No. A6VF011029028

TC:00087281

Addressee	Start Time	Time	Prints	Result	Note
916142205613	07-15 10:11	00:02:22	002/002	OK	ORG

Result OK : Communication OK S-OK : Stop Communication Busy : Busy No Ans : No Answer TEL : RX from TEL Refuse : Receipt Refused
Cont : Continue LOVR : Receiving Length Over SOVR : Exceed Broadcast No. M-Full : Memory Full
NG : Other Error IL-PJL : PJL Error MDN-ER : MDN Resp. Error DSN-ER : DSN Resp. Error LGN-ER : Login Error

Note TMR : Timer TX PC : PC-Fax POL : Polling Call : Manual TX
FWD : Forward Fcode : F-Code BUL : Bulletin I-FAX : Internet Fax ORG : Original Size

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5622

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6380

FACSIMILE TRANSMITTAL SHEET

TO: <u>Manley deas</u>	FROM: <u>Sarah</u>
COMPANY:	DATE: <u>7-15-2020</u>
FAX NUMBER: <u>614-220-5613</u>	TOTAL NO OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: <u>Sheriff Sales</u>	YOUR REFERENCE NUMBER:
<input type="checkbox"/> URGENT <input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

NOTES/COMMENTS:
ATTACHED ARE DOCUMENTS FROM THE COLUMBIA COUNTY SHERIFF'S OFFICE. IF YOU HAVE ANY QUESTIONS CONCERNING THESE DOCUMENTS, PLEASE CALL 570.389.5622. THANK YOU.

Boyles - 1140 Numidia Dr, Catawissa
Whitmire - 141 Briar Cliff Rd, Berwick

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

FACSIMILE TRANSMITTAL SHEET

TO: <u>Manley deas</u>	FROM: <u>Sarah</u>
COMPANY:	DATE: <u>7-15-2020</u>
FAX NUMBER: <u>614-220-5613</u>	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: <u>Sheriff Sales</u>	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

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Boyles - 1140 Numidia Dr, Catawissa
Whitmire - 141 Briar Cliff Rd, Berwick

BUSINESS OF THE COURTS

Sheriff Sale
Postponement
July 29, 2020 to
September 9, 2020


IN THE COURT OF COMMON
PLEAS FOR THE 26TH
JUDICIAL DISTRICT,
COLUMBIA/MONTGOMERY COUNTY
BRANCH, PENNSYLVANIA
CIVIL ACTION - LAW
CASE NO: of 2020
#1-MV-

SPECIAL ORDER OF COURT
ENTERED PURSUANT TO PA. R.C.P. 3129.3 (a)

And Now, this 14th day of July, 2020, upon consideration of the representations made by Timothy Chamberlain, Sheriff of Columbia County regarding the sheriff sales currently scheduled for July 29, 2020, as well as the Executive Order dated July 9, 2020 entered by Governor Wolf the undersigned enters this Special Order of Court Pursuant to Pa. R. C.P. 3129.3 (a):

1. All Sheriff sales scheduled for Wednesday July 29, 2020 are postponed to September 9, 2020 at 9:00 am in the Basement Hearing Room of the Columbia County Courthouse in order to allow for proper social distancing of all persons attending the sales;
2. The Sheriff shall immediately notify all Plaintiffs' attorneys regarding this Order by sending a copy of this Order to Plaintiff's counsel by facsimile and by regular United States mail.
3. Within three business days of receipt of this Order, Plaintiff's Counsel shall send a copy of this Order by regular United States mail to the Defendant and all parties listed in Plaintiff's Pa RCP 3129.1 affidavit and shall file an affidavit of service thereof.
4. The Sheriff of Columbia County shall publish this Order on his official website.
5. At the time of the scheduled sale on July 29, 2020, the Sheriff shall notify all interested parties who attend the sale of the contents of this Order and shall provide a copy of same upon request.
6. No additional public advertising of the sales scheduled for July 29, 2020 and postponed to September 9, 2020 pursuant to this Order, shall be required of the Plaintiff or the Sheriff.

By the Court


Thomas A. James, Jr. P.J.

2020 JUL 14 P 12:38

FILED
PROTHONOTARY

**IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA**

LSF9 Master Participation Trust

Plaintiff,

vs.

Autumn A. Whitmire; Terry L. Whitmire

Defendants.

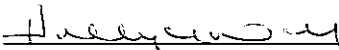
CIVIL DIVISION

Docket No.: 2019 CV 330

CERTIFICATE OF FILING

On this date, I sent to the Prothonotary of Columbia County a copy of the Notice of the Date of Continued Sheriff Sale in the above-captioned matter showing the above referenced foreclosure sale scheduled for May 27, 2020 at 9:00AM in the above captioned matter has been continued until July 29, 2020 at 9:00AM.

Dated: May 26, 2020

By: 
Cristina L. Connor, Esquire (318382),
Scott A. Dietterick, Esquire (55650)
Kimberly J. Hong, Esquire (74950)
Michael E. Carleton, Esquire (203009)
Meredith H. Wooters, Esquire (307207)
Matthew P. Curry, Esquire (322229)
Holly N. Wolf, Esquire (322153) ✓
Karina Velter, Esquire (94781)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: clconnor@manleydeas.com
Attorney for Plaintiff



MANLEYDEAS.COM
P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

May 26, 2020

Office of the Sheriff of Columbia County
ATTN: REAL ESTATE DEPT.
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

Dear Sir/Madam:

Enclosed please find the following:

- an original Certificate of Filing in the above captioned matter.

Thank you for your assistance.

Very truly yours,

Manley Deas Kochalski LLC
Enclosures

NEL (L @MKX CD@
JNB G@RJH

...@MKX CD@

ON - ANW054/ 17

BNNTL ATRNG 32105

0503, 117, 4500 (E503, 117, 4502

May 26, 2020

Office of the Sheriff of Columbia County
ATTN: REAL ESTATE DEPT.
35 West Main Street
P.O. Box 380
Bloomsburg, Pennsylvania 17815

Re: LSF9 Master Participation Trust v.
Autumn A. Whitmire, et al.
Property Address: 141 Briar Cliff Road, Berwick, PA 18603
Docket No. 2019 CV 330
Our File Number: 19-006119

Dear Sir/Madam:

Please continue the sheriff sale set for May 27, 2020 to July 29, 2020. Please announce this continuance at the May 27, 2020 sheriff sale.

Thank you for your assistance.

Very truly yours,

Manley Deas Kochalski LLC
Enclosures