

01-693-CD
BENEFICIAL MORTGAGE CORPORATION -vs- SARA J. SOCASH et al

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRANCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

V.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Clearfield County
Court of Common Pleas

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

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Clearfield County Courthouse
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Attorney for Plaintiff

| | | |
|---|---|--|
| Beneficial Mortgage Corporation 636 Grand Regency Boulevard Brandon, FL 33510 | : | Clearfield County Court of Common Pleas |
| v. | | |
| Sara J. Socash, f/k/a Sara J. Faulkner P.O. Box 13 Woodland, PA 16881 and George R. Socash P.O. Box 13 Woodland, PA 16881 | : | Number |

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Mortgage Corporation, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Sara J. Socash, f/k/a Sara J. Faulkner, who is one of the
mortgagors and real owners of the mortgaged property hereinafter described, and her last-known
address is P.O. Box 13, Woodland, PA 16881.

3. The Defendant is George R. Socash, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 13, Woodland, PA 16881.

4. On 12/17/97, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to New Jersey Mortgage and Investment Corp. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1896, Page 545.

5. On 2/19/98, the aforesaid mortgage was thereafter assigned by New Jersey Mortgage and Investment Corp. to Beneficial Mortgage Corporation, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book 1909, page 150.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 588, Philipsburg, PA 16866.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

| | |
|------------------------------------|------------------|
| Principal Balance | \$33,450.30 |
| Interest 6/1/00 through 4/20/01 | \$ 4,323.68 |
| (Plus \$14.26 per diem thereafter) | |
| Attorney's Fee | \$ 1,672.51 |
| Late Charges | \$ 289.84 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$41,123.20 |

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$41,123.20, together with interest at the rate of \$14.26 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

MORTGAGE From: SARA J. SOCASH FKA SARA J. FAULKNER
AND GEORGE R. SOCASH
To: NEW JERSEY MORTGAGE & INVESTMENT CORP.

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.
5 Becker Farm Road
Roseland, NJ 07068

VOL 1896 PAGE 545

RENE
19702761

9274448

LOAN NO. 02761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 17, 1997. The mortgagor is SARA J. SOCASH and GEORGE R. SOCASH, BOTH UNMARRIED FKA SARA J. FAULKNER

("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand Seven Hundred Fifty Dollars and no/100 Dollars (U.S. \$33,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 1 BOX 588, PHILIPSBURG, PA. ALSO KNOWN AS PARCEL NUMBER 112-P12-109-1 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BEING THE SAME PREMISES CONVEYED TO SARA J. FAULKNER BY DEED FROM LEE C. COOK AND AGNES M. COOK DATED 5/21/91, RECORDED 6/11/91 IN BOOK 1402 PAGE 71. THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of

RR 1, BOX 588
[Street]

PHILIPSBURG
[City]

Pennsylvania 16866 ("Property Address");
[Zip Code]

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 COVENANTS that Borrower is lawfully seized 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.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTPA//0391/3039(9-90)-L

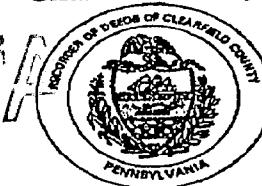
FORM 3039 9/90

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:30PM 12-26-97
BY EXPRESS MAIL
FEES 23.50

Karen L. Starck, Recorder

XHIBIT

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

EXHIBIT "A"

ALL that certain tract of land situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake which stake is on the eastern side of a lane or road and being the common corner of land hereby conveyed and land previously conveyed to others, now owned by Walter Johnson; thence north sixty-three (63) degrees two (2) minutes east one hundred nineteen and forty hundredths (119.70) feet to a stake on other lands of Jane B. Burnett, a widow; thence along other lands of said Jane B. Burnett south twenty-seven (27) degrees thirty (30) minutes east two hundred seven and seventy-hundredths (207.70) feet to a stake on other lands of said Jane B. Burnett; thence along other lands of said Jane B. Burnett south sixty-three (63) degrees two (2) minutes west one hundred forty-six (146) feet to a stake on the eastern side of the aforementioned road or land; thence along said land north twenty (20) degrees thirty-three (33) minutes west two hundred seven and twenty-five hundredths (207.25) feet to stake and the place of beginning.

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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

- 24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
- 25. **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.
- 26. **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.
- 27. **Riders to this Security Instrument.**

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

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

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

Witnesses:

Della M. Smith

Della M. Smith

Della M. Smith

Della M. Smith

(Seal)
-Borrower

Social Security Number

Sara J. Socash FKA

SARA J. SOCASH
FKA SARA J. FAULKNER
Social Security Number 184-48-0072

(Seal)
-Borrower

George R. Socash

GEORGE R. SOCASH

(Seal)
-Borrower

Social Security Number 200-54-3750

Social Security Number

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

Certificate of Residence

I, Linda Christian, do hereby certify that the correct address of the within-named Mortgagor is
5 Becker Farm Road, Roseland, NJ 07068

Witness my hand this 17TH day of DECEMBER, 1997.

Linda Christian

Linda Christian, Asst. Vice President Agent of Mortgagor

County ss:

COMMONWEALTH OF PENNSYLVANIA CLEARFIELD CENTRE

On this, the 17TH day of DECEMBER, 1997, before me, the undersigned officer, personally appeared SARA J. SOCASH and GEORGE R. SOCASH

FKA SARA J. FAULKNER

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

| | | |
|--|-----------------------------------|--|
| Notarial Seal | Jeanne K. Dunsmore, Notary Public | |
| State College, Eure, Centre County | | |
| My Commission Expires Sept. 25, 1999 | | |
| Member, Pennsylvania Association of Notaries | | |

Jeanne K. Dunsmore

Jeanne K. Dunsmore, Notary Public
Title of Officer

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

*** (ACT 6) ***

September 19, 2000

Sara J Socash
George R Socash
Rrl Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3
Property Location: Rrl Box 588
Philipsburg PA 16866

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

PF: 1 SC F

EXHIBIT "B"

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

Dear Mortgagor:

The mortgage held or serviced by Household Financial Services hereinafter we, us or ours) on your property located at:

Rr1 Box 588, Philipsburg PA 16866,
IS IN SERIOUS DEFAULT because you have not made the monthly payments since 08-01-00 through today. The total amount required to bring your mortgage current is calculated below.

The last assessed late charge on this account was \$ 21.72, at the late charge rate of .05000 for each delinquent payment. As of today, late charges have accrued to the total amount of \$ 137.80. Other charges, including LIST CHARGES have accrued to the total amount of \$.00. The total amount now required to cure this default and become current as of the date of this letter, is \$ 1159.11.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying \$ 1159.11, plus any additional monthly payments and late charges which may fall due during this period. Such payment must

" PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

be made either by cash, cashier's check, certified check, or money order, and made to:

HOUSEHOLD FINANCIAL SERVICES - CPI
Attn: Risk Management
P.O. Box 2369
Brandon, FL 33509-2369

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise the lender's right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments.

If full payment of the amount of default is not made within thirty (30) days, the lender also intends to instruct our law firm to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff or other similar official to pay off the mortgage debt. If you cure the default before we begin legal proceedings against you, you will still

" PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if the legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fee will be added to whatever you owe the lender, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees. The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the sheriff's or other similar official's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments, plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a sheriff's or other similar official's sale could be held would be approximately seven (7) months from today. A notice of

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

the date of the sheriff's or similar official's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at (800) 395-3489. This payment must be cash, cashier's check, certified check or money order and made payable to us at the address stated above. You should realize that a sheriff's or other similar official's sale will end your ownership of the mortgaged property, and your right to remain in it. If you continue to live in the property after the sheriff's or other similar official's sale, a lawsuit could be started to evict you.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

You shall have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense that you may have to acceleration of foreclosure. You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist. You have the right to have this default cured by any third party acting on your behalf. If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,
HOUSEHOLD FINANCIAL SERVICES XC535/KSP/098255-3 (Certified Mail)

PF: 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

September 19, 2000

Sara J Socash
George R Socash
Rrl Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3

Property Location: Rrl Box 588
Philipsburg PA 16866

PF: 1 SC F

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

Dear Borrower:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a face-to-face meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Terrence McCabe
123 S. Broad St., Suite 2080
Philadelphia PA 19109
Telephone 215/790-1010
Facsimile 215/790-1274

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly, installments of principal and interest as required for a period of

*PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

at least sixty (60) days. The total amount of the delinquency is \$ 1159.11. That sum includes the following: 2 monthly payments of \$ 510.42 each, late charges of \$ 137.80 and NSF of \$.00.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowner's Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods

*PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

It's extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

The Pennsylvania Housing Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call 1-800-342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

PF: 1 SC F 2 SC B

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

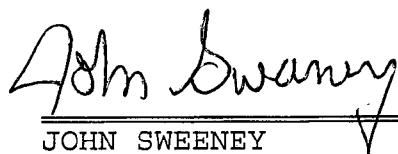
Indiana County Community Action Program
827 Water Street, Box 187
Indiana, Pa 15701
(412) 465-2657
FAX # (412) 465-5118

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, Pa 15901
(814) 535-6556
FAX # (814) 539-1688

VERIFICATION

The undersigned, John Sweeney, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action,

BENEFICIAL MORTGAGE CORPORATION, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


JOHN SWEENEY

Verifying
John Sweeney
Foreclosure
Specialist

2 July 01 Document
Issued to Sheriff _____
for service.

Deputy Prothonotary

William J. McCloskey

FILED

MAY 10 2001

John M. McCarthy
William A. Shaw
Prothonotary
McCloskey P.O. #50.06

Dee Sherry

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

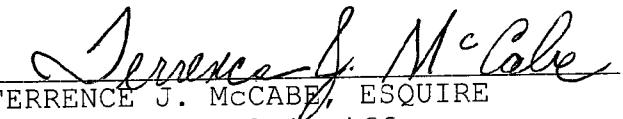
BENEFICIAL MORTGAGE CORPORATION :
v.
SARA J. SOCASH, F/K/A SARA J. :
FAULKNER :
and :
GEORGE R. SOCASH :
:

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER 01-693-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in
the above-captioned matter.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

11/02/2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

FILED
MAY 10 2001
M. A. Shaw
William A. Shaw
Prothonotary

Number 01-693-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Mortgage Corporation, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Sara J. Socash, f/k/a Sara J. Faulkner, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 13, Woodland, PA 16881.
3. The Defendant is George R. Socash, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 13, Woodland, PA 16881.

4. On 12/17/97, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to New Jersey Mortgage and Investment Corp. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1896, Page 545.

5. On 2/19/98, the aforesaid mortgage was thereafter assigned by New Jersey Mortgage and Investment Corp. to Beneficial Mortgage Corporation, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book 1909, page 150.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 588, Philipsburg, PA 16866.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

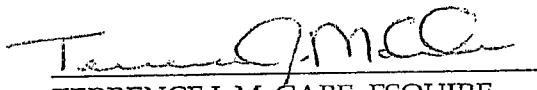
8. The following amounts are due on the mortgage:

| | |
|------------------------------------|------------------|
| Principal Balance | \$33,450.30 |
| Interest 6/1/00 through 4/20/01 | \$ 4,323.68 |
| (Plus \$14.26 per diem thereafter) | |
| Attorney's Fee | \$ 1,672.51 |
| Late Charges | \$ 289.84 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$41,123.20 |

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$41,123.20, together with interest at the rate of \$14.26 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Mortgage From: SARA J. SOCASH, FKA SARA J. FAULKNER
AND George R. SOCASH
To: NEW JERSEY MORTGAGE & INVESTMENT CORP.

AFTER RECORDING MAIL TO:
New Jersey Mortgage and Investment Corp.
5 Becker Farm Road
Roseland, NJ 07068

VOL 1896 PAGE 545

A274048

BENE
19702761

LOAN NO. 02761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 17, 1997. The mortgagor is SARA J. SOCASH and GEORGE R. SOCASH, BOTH UNMARRIED FKA SARA J. FAULKNER

("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp.. A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand Seven Hundred Fifty Dollars and no/100 Dollars (U.S. \$ 33,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 1 BOX 588, PHILIPSBURG, PA. ALSO KNOWN AS PARCEL NUMBER 112-P12-109-1 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA. BEING THE SAME PREMISES CONVEYED TO SARA J. FAULKNER BY DEED FROM LEE C. COOK AND AGNES M. COOK DATED 5/21/91, RECORDED 6/11/91 IN BOOK 1402 PAGE 71. THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of

RR 1, BOX 588

[Street]

PHILIPSBURG

[City]

Pennsylvania 16866
[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 COVENANTS that Borrower is lawfully seized 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.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTPA/0391/3039(9-90)-L

FORM 3039 9/90

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



Karen J. Starck

Karen L. Starck
Recorder of Deeds

Karen L. Starck, Recorder

XHIBIT

EXHIBIT "A"

ALL that certain tract of land situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake which stake is on the eastern side of a lane or road and being the common corner of land hereby conveyed and land previously conveyed to others, now owned by Walter Johnson; thence north sixty-three (63) degrees two (2) minutes east one hundred nineteen and seventy hundredths (119.70) feet to a stake on other lands of Jane B. Burnett, a widow; thence along other lands of said Jane B. Burnett south twenty-seven (27) degrees thirty (30) minutes east two hundred seven and seventy-hundredths (207.70) feet to a stake on other lands of said Jane B. Burnett; thence along other lands of said Jane B. Burnett south sixty-three (63) degrees two (2) minutes west one hundred forty-six (146) feet to a stake on the eastern side of the aforementioned road or land; thence along said land north twenty (20) degrees thirty-three (33) minutes west two hundred seven and twenty-five hundredths (207.25) feet to stake and the place of beginning.

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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

VOL 1896 PAGE 550

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

- 24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
- 25. **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.
- 26. **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.
- 27. **Riders to this Security Instrument.**

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box] Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify]

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

Witnesses:

Della M. Smith
Della M. Smith

Linda Christian (Seal)
SARA J. SOCASH
FKA SARA J. FAULKNER

Social Security Number 184-48-0072

Della M. Smith
Della M. Smith (Seal)
-Borrower

George R. Socash (Seal)
GEORGE R. SOCASH
-Borrower

Social Security Number

Social Security Number 200-54-3750

(Seal)
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

Certificate of Residence

I, Linda Christian, do hereby certify that the correct address of the within-named Mortgagor is
5 Becker Farm Road, Roseland, NJ 07068

Witness my hand this 17TH day of DECEMBER, 1997.

Linda Christian
Linda Christian, Asst. Vice President Agent of Mortgagor

County 69: CENTRE

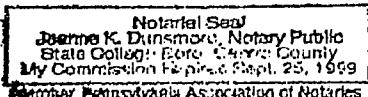
COMMONWEALTH OF PENNSYLVANIA-CLEARFIELD

On this, the 17TH day of DECEMBER, 1997, before me, the undersigned officer, personally appeared SARA J. SOCASH and GEORGE R. SOCASH

FKA SARA J. FAULKNER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:



Jeanne K. Dunsmore
Jeanne K. Dunsmore, Notary Public
Title of Officer

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

*** (ACT 6) ***

September 19, 2000

Sara J Socash
George R Socash
Rr1 Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3
Property Location: Rr1 Box 588
Philipsburg PA 16866

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

PF: 1 SC F

EXHIBIT "D"

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

Dear Mortgagor:

The mortgage held or serviced by Household Financial Services hereinafter we, us or ours) on your property located at:

Rr1 Box 588, Philipsburg PA 16866,

IS IN SERIOUS DEFAULT because you have not made the monthly payments since 08-01-00 through today. The total amount required to bring your mortgage current is calculated below.

The last assessed late charge on this account was \$ 21.72, at the late charge rate of .05000 for each delinquent payment. As of today, late charges have accrued to the total amount of \$ 137.80. Other charges, including LIST CHARGES have accrued to the total amount of \$.00. The total amount now required to cure this default and become current as of the date of this letter, is \$ 1159.11.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying \$ 1159.11, plus any additional monthly payments and late charges which may fall due during this period. Such payment must

" PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

be made either by cash, cashier's check, certified check, or money order, and made to:

HOUSEHOLD FINANCIAL SERVICES - CPI
Attn: Risk Management
P.O. Box 2369
Brandon, FL 33509-2369

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise the lender's right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments.

If full payment of the amount of default is not made within thirty (30) days, the lender also intends to instruct our law firm to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff or other similar official to pay off the mortgage debt. If you cure the default before we begin legal proceedings against you, you will still

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if the legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fee will be added to whatever you owe the lender, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees. The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the sheriff's or other similar official's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments, plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a sheriff's or other similar official's sale could be held would be approximately seven (7) months from today. A notice of

PF: 1 SC F 2 SC B

| LQAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

the date of the sheriff's or similar official's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at (800) 395-3489. This payment must be cash, cashier's check, certified check or money order and made payable to us at the address stated above. You should realize that a sheriff's or other similar official's sale will end your ownership of the mortgaged property, and your right to remain in it. If you continue to live in the property after the sheriff's or other similar official's sale, a lawsuit could be started to evict you.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

You shall have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense that you may have to acceleration of foreclosure. You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist. You have the right to have this default cured by any third party acting on your behalf. If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,
HOUSEHOLD FINANCIAL SERVICES XC535/KSP/098255-3 (Certified Mail)

"PF: 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

September 19, 2000

Sara J Socash
George R Socash
Rr1 Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3

Property Location: Rr1 Box 588
Philipsburg PA 16866

" PF: 1 SC F

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

Dear Borrower:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a face-to-face meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Terrence McCabe
123 S. Broad St., Suite 2080
Philadelphia PA 19109
Telephone 215/790-1010
Facsimile 215/790-1274

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly, installments of principal and interest as required for a period of

*PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

at least sixty (60) days. The total amount of the delinquency is \$ 1159.11. That sum includes the following: 2 monthly payments of \$ 510.42 each, late charges of \$ 137.80 and NSF of \$0.00.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowner's Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

It's extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

The Pennsylvania Housing Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call 1-800-342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

*PF: 1 SC F 2 SC B

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, Pa 15701
(412) 465-2657
FAX # (412) 465-5118

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, Pa 15901
(814) 535-6556
FAX # (814) 539-1688

VERIFICATION

The undersigned, John Sweeney, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action,

BENEFICIAL MORTGAGE CORPORATION, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



JOHN SWEENEY

FILED

JUL 07 2001
MHS/acty mcCabe
William A. Shaw
Prothonotary
Pd \$7.00

cc received
Shaw

7-2-01 Document
Reissued to Sheriff/
for service.

William A. Shaw
Deputy Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10994

BENEFICIAL MORTGAGE CORPORATION

01-693-CD

vs.

SOCASH, SARA J. f/k/a SARA J. FAULKNER & GEORGE R.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW JUNE 13, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED"
AS TO SARA J. SOCASH f/k/a SARA J. FAULKNER and GEORGE R. SOCASH,
DEFENDANTS. NEVER RECEIVED SURCHARGE FROM ATTORNEY.**

Return Costs

| Cost | Description |
|-------|--------------------------------|
| 19.68 | SHFF. HAWKINS PAID BY: ATTY |
| 20.00 | SURCHARGE PAID BY: <i>atty</i> |

Sworn to Before Me This

13th Day Of July 2001

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED
013-5448
JUL 13 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Number 01-493-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

MAY 10 2001

Attest.

William J. Shan
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Mortgage Corporation, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Sara J. Socash, f/k/a Sara J. Faulkner, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 13, Woodland, PA 16881.

3. The Defendant is George R. Socash, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 13, Woodland, PA 16881.

4. On 12/17/97, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to New Jersey Mortgage and Investment Corp. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1896, Page 545.

5. On 2/19/98, the aforesaid mortgage was thereafter assigned by New Jersey Mortgage and Investment Corp. to Beneficial Mortgage Corporation, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book 1909, page 150.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 588, Philipsburg, PA 16866.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

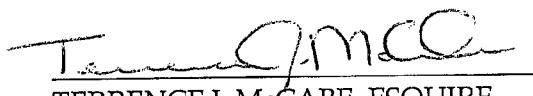
8. The following amounts are due on the mortgage:

| | |
|------------------------------------|------------------|
| Principal Balance | \$33,450.30 |
| Interest 6/1/00 through 4/20/01 | \$ 4,323.68 |
| (Plus \$14.26 per diem thereafter) | |
| Attorney's Fee | \$ 1,672.51 |
| Late Charges | \$ 289.84 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$41,123.20 |

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$41,123.20, together with interest at the rate of \$14.26 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

MORTGAGE FROM: SARA J. SOCASH, FKA SARA J. FAULKNER
AND GEORGE R. SOCASH
TO: NEW JERSEY MORTGAGE & INVESTMENT CORP.

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.
5 Becker Farm Road
Roseland, NJ 07068

VOL 1896 PAGE 545

BENE

19702761

A274048

LOAN NO. 02761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 17, 1997. The mortgagor is SARA J. SOCASH and GEORGE R. SOCASH, BOTH UNMARRIED FKA SARA J. FAULKNER ("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand Seven Hundred Fifty Dollars and no/100 Dollars (U.S. \$ 33,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 1 BOX 588, PHILIPSBURG, PA. ALSO KNOWN AS PARCEL NUMBER 112-P12-109-1 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA. BEING THE SAME PREMISES CONVEYED TO SARA J. FAULKNER BY DEED FROM LEE C. COOK AND AGNES M. COOK DATED 5/21/91, RECORDED 6/11/91 IN BOOK 1402, PAGE 71. THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of

RR 1, BOX 588
(Street)

PHILIPSBURG
(City)

Pennsylvania 16866 ("Property Address");
[Zip Code]

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 COVENANTS that Borrower is lawfully seized 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.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FRLMC UNIFORM INSTRUMENT
ISC/CMDTPA/0391/3039(9-90)-L
PAGE 1 OF 6

FORM 3039 9/90

CLEARFIELD COUNTY
RECORDED OF RECORD
TIME 12:30PM 12-26-97
BY EXPRES. FINANCIAL SER.
FEES 23.50

Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

XHIBIT A

EXHIBIT "A"

ALL that certain tract of land situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake which stake is on the eastern side of a lane or road and being the common corner of land hereby conveyed and land previously conveyed to others, now owned by Walter Johnson; thence north sixty-three (63) degrees two (2) minutes east one hundred nineteen and seventy hundredths (119.70) feet to a stake on other lands of Jane B. Burnett, a widow; thence along other lands of said Jane B. Burnett south twenty-seven (27) degrees thirty (30) minutes east two hundred seven and seventy-hundredths (207.70) feet to a stake on other lands of said Jane B. Burnett; thence along other lands of said Jane B. Burnett south sixty-three (63) degrees two (2) minutes west one hundred forty-six (146) feet to a stake on the eastern side of the aforementioned road or land; thence along said land north twenty (20) degrees thirty-three (33) minutes west two hundred seven and twenty-five hundredths (207.25) feet to stake and the place of beginning.

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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

VOL 1896 PAGE 550

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **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.

26. **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.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(s))

Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] _____

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

Witnesses:

Della M. Smith
Della M. Smith

Sara J. Faulkner
SARA J. SOCASH (Seal)
FKA SARA J. FAULKNER
Social Security Number 184-48-0072

Della M. Smith
Della M. Smith (Seal)
-Borrower

George R. Socash
GEORGE R. SOCASH (Seal)
-Borrower

Social Security Number

Social Security Number 200-54-3750

(Seal)
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

Certificate of Residence

I, Linda Christian, do hereby certify that the correct address of the within-named Mortgagor is
5 Becker Farm Road, Roseland, NJ 07068

Witness my hand this 17TH day of DECEMBER, 1997.

Linda Christian
Linda Christian, Asst. Vice President Agent of Mortgagor

County ss:

COMMONWEALTH OF PENNSYLVANIA-LEARFIELD CENTRE

On this, the 17TH day of DECEMBER, 1997, before me, the undersigned officer, personally appeared SARA J. SOCASH and GEORGE R. SOCASH
FKA SARA J. FAULKNER

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Jeanne K. Dunsmore

My Commission expires:

Notarial Seal
Jeanne K. Dunsmore, Notary Public
State College, Penn. County
My Commission Expires Sept. 25, 1999
Member, Pennsylvania Association of Notaries

Jeanne K. Dunsmore, Notary Public
Title of Officer

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

*** (ACT 6) ***

September 19, 2000

Sara J Socash
George R Socash
Rrl Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3
Property Location: Rrl Box 588
Philipsburg PA 16866

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

PF: 1 SC F

EXHIBIT "B"

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

Dear Mortgagor:

The mortgage held or serviced by Household Financial Services (hereinafter we, us or ours) on your property located at:

Rrl Box 588, Philipsburg PA 16866,
IS IN SERIOUS DEFAULT because you have not made the monthly payments since 08-01-00 through today. The total amount required to bring your mortgage current is calculated below.

The last assessed late charge on this account was \$ 21.72, at the late charge rate of .05000 for each delinquent payment. As of today, late charges have accrued to the total amount of \$ 137.80. Other charges, including LIST CHARGES have accrued to the total amount of \$.00. The total amount now required to cure this default and become current as of the date of this letter, is \$ 1159.11.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying \$ 1159.11, plus any additional monthly payments and late charges which may fall due during this period. Such payment must

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

be made either by cash, cashier's check, certified check, or money order, and made to:

HOUSEHOLD FINANCIAL SERVICES - CPI
Attn: Risk Management
P.O. Box 2369
Brandon, FL 33509-2369

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise the lender's right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments.

If full payment of the amount of default is not made within thirty (30) days, the lender also intends to instruct our law firm to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff or other similar official to pay off the mortgage debt. If you cure the default before we begin legal proceedings against you, you will still

" PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if the legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fee will be added to whatever you owe the lender, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees. The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the sheriff's or other similar official's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments, plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a sheriff's or other similar official's sale could be held would be approximately seven (7) months from today. A notice of

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

the date of the sheriff's or similar official's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at (800) 395-3489. This payment must be cash, cashier's check, certified check or money order and made payable to us at the address stated above. You should realize that a sheriff's or other similar official's sale will end your ownership of the mortgaged property, and your right to remain in it. If you continue to live in the property after the sheriff's or other similar official's sale, a lawsuit could be started to evict you.

*PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

You shall have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense that you may have to acceleration of foreclosure. You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist. You have the right to have this default cured by any third party acting on your behalf. If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,
HOUSEHOLD FINANCIAL SERVICES XC535/KSP/098255-3 (Certified Mail)

* PF: 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

September 19, 2000

Sara J Socash
George R Socash
Rr1 Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3

Property Location: Rr1 Box 588
Philipsburg PA 16866

" PF: 1 SC F

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

Dear Borrower:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a face-to-face meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Terrence McCabe
123 S. Broad St., Suite 2080
Philadelphia PA 19109
Telephone 215/790-1010
Facsimile 215/790-1274

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly, installments of principal and interest as required for a period of

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
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at least sixty (60) days. The total amount of the delinquency is \$ 1159.11. That sum includes the following: 2 monthly payments of \$ 510.42 each, late charges of \$ 137.80 and NSF of \$00.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowner's Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

It's extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

The Pennsylvania Housing Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call 1-800-342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

*PF: 1 SC F 2 SC B

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

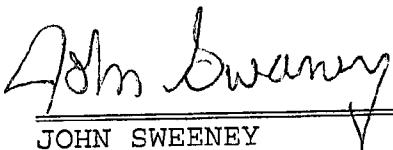
Indiana County Community Action Program
827 Water Street, Box 187
Indiana, Pa 15701
(412) 465-2657
FAX # (412) 465-5118

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, Pa 15901
(814) 535-6556
FAX # (814) 539-1688

VERIFICATION

The undersigned, John Sweeney, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action,

BENEFICIAL MORTGAGE CORPORATION, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.


JOHN SWEENEY

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Number 01-693-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

I hereby certify this to be a true and attested copy of the original statement filed in this case.
Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

MAY 10 2001

ATTEST


Notary Public

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Mortgage Corporation
636 Grand Regency Boulevard
Brandon, FL 33510

Clearfield County
Court of Common Pleas

v.

Sara J. Socash, f/k/a Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881
and
George R. Socash
P.O. Box 13
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Mortgage Corporation, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Sara J. Socash, f/k/a Sara J. Faulkner, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 13, Woodland, PA 16881.

3. The Defendant is George R. Socash, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 13, Woodland, PA 16881.

4. On 12/17/97, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to New Jersey Mortgage and Investment Corp. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1896, Page 545.

5. On 2/19/98, the aforesaid mortgage was thereafter assigned by New Jersey Mortgage and Investment Corp. to Beneficial Mortgage Corporation, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book 1909, page 150.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 588, Philipsburg, PA 16866.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

| | |
|------------------------------------|------------------|
| Principal Balance | \$33,450.30 |
| Interest 6/1/00 through 4/20/01 | \$ 4,323.68 |
| (Plus \$14.26 per diem thereafter) | |
| Attorney's Fee | \$ 1,672.51 |
| Late Charges | \$ 289.84 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$41,123.20 |

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$41,123.20, together with interest at the rate of \$14.26 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

MORTGAGE From: SARA J. SOCASH FKA SARA J. FAULKNER
AND GEORGE R. SOCASH
To: NEW JERSEY MORTGAGE & INVESTMENT CORP.

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.
5 Becker Farm Road
Roseland, NJ 07068

VOL 1896 PAGE 545

BENE

A274048

19702761

LOAN NO. 02761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 17, 1997. The mortgagor is SARA J. SOCASH and GEORGE R. SOCASH, BOTH UNMARRIED FKA SARA J. FAULKNER

(("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand Seven Hundred Fifty Dollars and no/100 Dollars (U.S. \$33,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 1 BOX 588, PHILIPSBURG, PA. ALSO KNOWN AS PARCEL NUMBER 112-P12-109-1 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BEING THE SAME PREMISES CONVEYED TO SARA J. FAULKNER BY DEED FROM LEE C. COOK AND AGNES M. COOK DATED 5/21/91, RECORDED 6/11/91 IN BOOK 1402 PAGE 71. THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of

RR 1, BOX 588
[Street]

PHILIPSBURG
[City]

Pennsylvania 16866 ("Property Address");
[Zip Code]

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 COVENANTS that Borrower is lawfully seized 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.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FRLMC UNIFORM INSTRUMENT
ISC/CMDTPA//0391/3039(9-90)-L
PAGE 1 OF 6

FORM 3039 9/90

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:30 PM 12-26-97
BY Express Financial Serv.
FEES 23.50
Karen L. Starck, Recorder

XHIBIT



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

Karen L. Starck

Karen L. Starck
Recorder of Deeds

EXHIBIT "A"

ALL that certain tract of land situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake which stake is on the eastern side of a lane or road and being the common corner of land hereby conveyed and land previously conveyed to others, now owned by Walter Johnson; thence north sixty-three (63) degrees two (2) minutes east one hundred nineteen and seventy hundredths (119.70) feet to a stake on other lands of Jane B. Barnett, a widow; thence along other lands of said Jane B. Barnett south twenty-seven (27) degrees thirty (30) minutes east two hundred seven and seventy-hundredths (207.70) feet to a stake on other lands of said Jane B. Barnett; thence along other lands of said Jane B. Barnett south sixty-three (63) degrees two (2) minutes west one hundred forty-six (146) feet to a stake on the eastern side of the aforementioned road or land; thence along said land north twenty (20) degrees thirty-three (33) minutes west two hundred seven and twenty-five hundredths (207.25) feet to stake and the place of beginning.

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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

VOL 1896 PAGE 550

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

- 24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
- 25. **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.
- 26. **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.
- 27. **Riders to this Security Instrument.**

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box] Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] _____

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

Witnesses:

Della M. Smith

Della M. Smith

Della M. Smith

Della M. Smith

Social Security Number

Sara J. Faulkner

SARA J. SOCASH

FKA SARA J. FAULKNER

Social Security Number 184-48-0072

George R. Socash

GEORGE R. SOCASH

Social Security Number 200-54-3750

(Seal)

Social Security Number

[Space Below This Line For Acknowledgment]

Certificate of Residence

I, Linda Christian, do hereby certify that the correct address of the within-named Mortgagor is
 5 Becker Farm Road, Roseland, NJ 07068

Witness my hand this 17TH day of DECEMBER, 1997.

Linda Christian

Linda Christian, Asst. Vice President

Agent of Mortgagor

COMMONWEALTH OF PENNSYLVANIA-LEARFIELD CENTRE

County 68:

On this, the 17TH day of DECEMBER, 1997, before me, the undersigned officer, personally appeared SARA J. SOCASH and GEORGE R. SOCASH
 FKA SARA J. FAULKNER

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

| |
|--|
| Notarial Seal |
| Jeanne K. Dunsmore, Notary Public |
| State College, Boro, Centre County |
| My Commission Expires Sept. 25, 1999 |
| Member, Pennsylvania Association of Notaries |

Jeanne K. Dunsmore

Jeanne K. Dunsmore, Notary Public

Title of Officer

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

*** (ACT 6) ***

September 19, 2000

Sara J Socash
George R Socash
Rrl Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3
Property Location: Rrl Box 588
Philipsburg PA 16866

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

"PF: 1 SC F

EXHIBIT "D"

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

Dear Mortgagor:

The mortgage held or serviced by Household Financial Services hereinafter we, us or ours) on your property located at:

Rr1 Box 588, Philipsburg PA 16866,
IS IN SERIOUS DEFAULT because you have not made the monthly payments since 08-01-00 through today. The total amount required to bring your mortgage current is calculated below.

The last assessed late charge on this account was \$ 21.72, at the late charge rate of .05000 for each delinquent payment. As of today, late charges have accrued to the total amount of \$ 137.80. Other charges, including LIST CHARGES have accrued to the total amount of \$.00. The total amount now required to cure this default and become current as of the date of this letter, is \$ 1159.11.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying \$ 1159.11, plus any additional monthly payments and late charges which may fall due during this period. Such payment must

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

be made either by cash, cashier's check, certified check, or money order, and made to:

HOUSEHOLD FINANCIAL SERVICES - CPI
Attn: Risk Management
P.O. Box 2369
Brandon, FL 33509-2369

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise the lender's right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments.

If full payment of the amount of default is not made within thirty (30) days, the lender also intends to instruct our law firm to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff or other similar official to pay off the mortgage debt. If you cure the default before we begin legal proceedings against you, you will still

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if the legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fee will be added to whatever you owe the lender, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees. The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the sheriff's or other similar official's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments, plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a sheriff's or other similar official's sale could be held would be approximately seven (7) months from today. A notice of

* PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

the date of the sheriff's or similar official's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at (800) 395-3489. This payment must be cash, cashier's check, certified check or money order and made payable to us at the address stated above. You should realize that a sheriff's or other similar official's sale will end your ownership of the mortgaged property, and your right to remain in it. If you continue to live in the property after the sheriff's or other similar official's sale, a lawsuit could be started to evict you.

*PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|---------------------------|----------|
| 0982553 | 09/19/00 | XC535 | 015 | KSP | ACT 6 Cert Mail PA Breach | 11/04/00 |

You shall have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense that you may have to acceleration of foreclosure. You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist. You have the right to have this default cured by any third party acting on your behalf. If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,
HOUSEHOLD FINANCIAL SERVICES XC535/KSP/098255-3 (Certified Mail)

* PF: 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

September 19, 2000

Sara J Socash
George R Socash
Rr1 Box 588
Philipsburg, PA 16866

RE: HFS Loan No: 098255-3

Property Location: Rr1 Box 588
Philipsburg PA 16866

* PF: 1 SC F

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

Dear Borrower:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a face-to-face meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Terrence McCabe
123 S. Broad St., Suite 2080
Philadelphia PA 19109
Telephone 215/790-1010
Facsimile 215/790-1274

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly, installments of principal and interest as required for a period of

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

at least sixty (60) days. The total amount of the delinquency is \$ 1159.11. That sum includes the following: 2 monthly payments of \$ 510.42 each, late charges of \$ 137.80 and NSF of \$.00.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowner's Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods

PF: 1 SC F 2 SC B

| LOAN NO | DATE | LETTER | VER | REQ | DESCRIPTION | DATE |
|---------|----------|--------|-----|-----|----------------------------|----------|
| 0982553 | 09/19/00 | XC534 | 014 | KSP | ACT 91 Cert Mail PA Breach | 11/04/00 |

set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

* PF: 1 SC F 2 SC B

• LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 11/04/00
0982553 09/19/00 XC534 014 KSP ACT 91 Cert Mail PA Breach

It's extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

The Pennsylvania Housing Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call 1-800-342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

*PF: 1 SC F 2 SC B

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

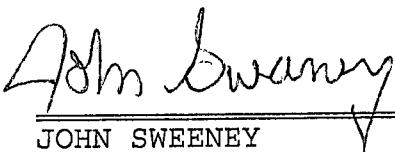
Indiana County Community Action Program
827 Water Street, Box 187
Indiana, Pa 15701
(412) 465-2657
FAX # (412) 465-5118

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, Pa 15901
(814) 535-6556
FAX # (814) 539-1688

VERIFICATION

The undersigned, John Sweeney, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action,

BENEFICIAL MORTGAGE CORPORATION, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.


JOHN SWEENEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL MORTGAGE CORPORATION

Sheriff Docket # 10994

VS.

SOCASH, SARA J. f/k/a SARA J. FAULKNER & GEORGE R.

01-693-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 11, 2001 AT 11:15 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE R. SOCASH, DEFENDANT AT RESIDENCE, P.O. BOX 13, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GEORGE R. SOCASH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JULY 11, 2001 AT 11:15 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SARA J. SOCASH F/K/A SARA J. FAULKNER, DEFENDANT AT RESIDENCE, P.O. BOX 13, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GEORGE SOCASH, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost Description

34.65 SHFF. HAWKINS PAID BY: ATTY

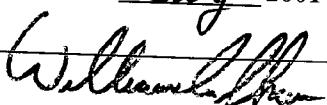
20.00 SURCHARGE PAID BY: ATTY.

FILED
07/13/2001
JUL 13 2001
ECS

**William A. Shaw
Prothonotary**

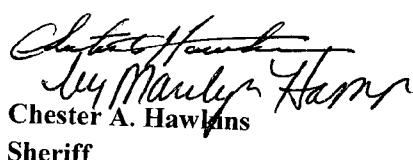
Sworn to Before Me This

13th Day Of July 2001



**WILLIAM A. SHAW
Prothonotary
My Comm. Expires
1st Mon. of '02
Clearfield Co., PA**

So Answers,


**Chester A. Hawkins
Sheriff**

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

FILED

NOV 06 2001

To: Sara J. Socash f/k/a
Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881

William A. Shaw
Prothonotary

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the above proceeding as indicated below.

William A. Shaw
Prothonotary

X Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

If you have any questions concerning this Judgment, please call Terrence J. McCabe, Esquire at (215) 790-1010.

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: George R. Socash
P.O. Box 13
Woodland, PA 16881

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| V. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT
has been entered in the above proceeding as indicated below.

William A. Shaw
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession

If you have any questions concerning this Judgment, please call
Terrence J. McCabe, Esquire at (215) 790-1010.

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff Beneficial Mortgage Corporation and against Defendant(s) Sara J. Socash f/k/a Sara J. Faulkner and George R. Socash in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

| | |
|--------------------------------|--------------------|
| Principal | \$41,123.20 |
| Interest from 4/21/01-10/24/01 | \$ 2,666.62 |
| TOTAL | \$43,789.82 |

TERENCE J. McCABE
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

AND NOW, this 6th day of November, 2001,
Judgment is entered in favor of Plaintiff, Beneficial Mortgage Corporation and against Defendant(s), Sara J. Socash f/k/a Sara J. Faulkner and George R. Socash, damages are assessed in the amount of \$43,789.82, plus interest and costs.

BY THE PROTHONOTARY:

William J. H. Jr.

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERRANCE J. MCCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL MORTGAGE CORPORATION : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
v. :
SARA J. SOCASH, F/K/A SARA J. :
FAULKNER :
and :
GEORGE R. SOCASH : NUMBER 01-693-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Sara J. Socash f/k/a Sara J. Faulkner and George R. Socash, are over eighteen (18) years of age and reside at P.O. Box 13, Woodland, PA 16881.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31 DAY
OF October, 2001

Terrence J. McCabe
TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

Vera Ulzinow
Notary Public

| | |
|--------------------------------------|--|
| NOTARIAL SEAL | |
| VERA ULRINOW, Notary Public | |
| City of Philadelphia, Phila. County | |
| My Commission Expires April 25, 2005 | |

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRANCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CP |

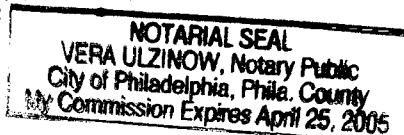
CERTIFICATION

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31 DAY
OF October, 2001

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Vera Ulzinow
Notary Public



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CENTRE COUNTY COURTHOUSE, BELLEFONTE, PA 16823

DEBRA C. IMMEL
Prothonotary

August 6, 2001

To: Sara J. Socash f/k/a
Sara J. Faulkner
RR1 Box 588
Philipsburg, PA 16866

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| V. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT
IMPORTANT NOTICE NOTIFICACION IMPORTANTE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir preuba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Court Administrator
Courthouse
Bellefonte, PA 16823
(814) 355-6727

Court Administrator
Courthouse
Bellefonte, PA 16823
(814) 355-6727

If you have any questions concerning this notice, please call:

Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010

TJM/cf

XHIBIT 16A

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CENTRE COUNTY COURTHOUSE, BELLEFONTE, PA 16823

DEBRA C. IMMEL
Prothonotary

August 6, 2001

To: George R. Socash
RR1 Box 588
Philipsburg, PA 16866

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT
IMPORTANT NOTICE

NOTIFICACION IMPORTANTE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Court Administrator
Courthouse
Bellefonte, PA 16823
(814) 355-6727

Court Administrator
Courthouse
Bellefonte, PA 16823
(814) 355-6727

If you have any questions concerning this notice, please call:

Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010

TJM/cf

EXHIBIT A

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

FILED
M 19 4801 Atty pd 20.00
NOV 06 2001 Notices to Defendants

William A. Shaw
Prothonotary
Statement to Atty
G. Shaw

11/21

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Beneficial Mortgage Corporation
Plaintiff(s)

No.: 2001-00693-CD

Real Debt: \$43,789.82

Atty's Comm:

Vs. Costs: \$

Int. From:

Sara J. Socash
George R. Socash
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 6, 2001

Expires: November 6, 2006

Certified from the record this 6th day of November, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Praeclipe for Writ of Execution - Money Judgments.

Beneficial Mortgage Corporation

v.

Sara J. Socash f/ka Sara Faulkner
George Socash

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 693-CD

Term, 19 200

PRAECLYPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County
(2). against the following property RR1 Box 588, Philipsburg, PA 16866

(3). against the following property in the hands of (name) n/a of defendant(s) and
(4). and index this writ garnishee

(a) against Sara J. Socash f/k/a Sara J. Faulkner and
George Socash defendant(s) and

(b) against n/a, as garnishee
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:
RR1 Box 588, Philipsburg, PA 16866

(Legal Description Attached)

(Specify describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 10/24/01

\$ 43,789.82

Costs (to be added)

\$

\$

Prothonotary costs \$127.00

Terrence J. McElve

Attorney for Plaintiff(s)

Proth'y. No. 63

FILED Atty pd.
Nov 10 14 2001 20.00
NOV 06 2001 (e writes to
Shff w/ descript.

William A. Shaw
Prothonotary

KJF

No. 2001-693-CD Term, 19
No. Term, 19

of _____ A.D., 19 _____

at _____ M.

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

She

Beneficial Mortgage Corporation

vs.

Sara J. Socash f/k/a Sara J. Faulkner

George Socash

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT \$43,789.

Interest from 10/24/01

Prothonotary - - -

Use Attorney - - -

Use Plaintiff - - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

Terrence J. McCabe, Esquire
Attorney I.D. No. 16496

Johnnie J. McCabe
Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF DECATUR,
COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS, TO-USER

BEGINNING AT A STAKE WHICH STAKE IS ON THE EASTERN SIDE OF A LINE
OR ROAD AND BEING THE COMMON CORNER OF LAND HEREBY CONVEYED AND
LAND PREVIOUSLY CONVEYED TO OTHERS, NOW OWNED BY WALTER JOHNSON,
THENCE NORTH SIXTY-THREE (63) DEGREES TWO (2) MINUTES EAST ONE
HUNDRED NINETEEN AND SEVENTY HUNDRETHS (119.70) FEET TO A STAKE ON
OTHER LANDS OF JANE B. BURNETT, A WIDOW, THENCE ALONG OTHER LANDS
OF SAID JANE B. BURNETT SOUTH TWENTY-SEVEN (27) DEGREES THIRTY (30)
MINUTES EAST TWO HUNDRED SEVEN AND SEVENTY HUNDRETHS (207.70) FEET
TO A STAKE ON OTHER LANDS OF SAID JANE B. BURNETT; THENCE A LONG
OTHER LANDS OF SAID JANE B. BURNETT SOUTH SIXTY THREE (63) DEGREES
TWO (2) MINUTES WEST ONE HUNDRED FORTY SIX (146) FEET TO A STAKE ON
THE EASTERN SIDE OF THE AFOREMENTIONED ROAD OR LAND; THENCE ALONG
SAID LAND NORTH TWENTY (20) DEGREES THIRTY-THREE (33) MINUTES WEST
TWO HUNDRED SEVEN AND SEVENTY FIVE HUNDRETHS (207.75) FEET TO STAKE
AND THE PLACE OF BEGINNING.

Parcel ID # 112-P12-109-1

Being Known As: RR1 Box 588, Philipsburg, PA 16866.

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RR1 Box 588, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

| Name | Address |
|--|-----------------------------------|
| Sara J. Socash f/k/a Sara J. Faulkner | P.O. Box 13 Woodland, PA 16881 |
| George R. Socash | P.O. Box 13 Woodland, PA 16881 |

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

| Name | Address |
|--|-----------------------------------|
| Sara J. Socash f/k/a Sara J. Faulkner | P.O. Box 13 Woodland, PA 16881 |
| George R. Socash | P.O. Box 13 Woodland, PA 16881 |

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

| Name | Address |
|------|---------|
|------|---------|

Plaintiff herein.

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

| Name | Address |
|------|---------|
|------|---------|

Plaintiff herein.

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

| Name | Address |
|------|---------|
|------|---------|

None.

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

| Name | Address |
|------|---------|
|------|---------|

Tenant (s) RR1 Box 588
Philipsburg, PA 16866

Domestic Relations Clearfield County
230 E. Market
Suite 300
Clearfield, PA 16830

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

October 24, 2001
DATE

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF DECATUR,
COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS, TO-USER

BEGINNING AT A STAKE WHICH STAKE IS ON THE EASTERN SIDE OF A LINE
OR ROAD AND BEING THE COMMON CORNER OF LAND HEREBY CONVEYED AND
LAND PREVIOUSLY CONVEYED TO OTHERS, NOW OWNED BY WALTER JOHNSON,
THENCE NORTH SIXTY-THREE (63) DEGREES TWO (2) MINUTES EAST ONE
HUNDRED NINETEEN AND SEVENTY HUNDRETHS (119.70) FEET TO A STAKE ON
OTHER LANDS OF JANE B. BURNETT, A WIDOW, THENCE ALONG OTHER LANDS
OF SAID JANE B. BURNETT SOUTH TWENTY-SEVEN (27) DEGREES THIRTY (30)
MINUTES EAST TWO HUNDRED SEVEN AND SEVENTY HUNDRETHS (207.70) FEET
TO A STAKE ON OTHER LANDS OF SAID JANE B. BURNETT; THENCE A LONG
OTHER LANDS OF SAID JANE B. BURNETT SOUTH SIXTY THREE (63) DEGREES
TWO (2) MINUTES WEST ONE HUNDRED FORTY SIX (146) FEET TO A STAKE ON
THE EASTERN SIDE OF THE AFOREMENTIONED ROAD OR LAND; THENCE ALONG
SAID LAND NORTH TWENTY (20) DEGREES THIRTY-THREE (33) MINUTES WEST
TWO HUNDRED SEVEN AND SEVENTY FIVE HUNDRETHS (207.75) FEET TO STAKE
AND THE PLACE OF BEGINNING.

Parcel ID # 112-P12-109-1

Being Known As: RR1 Box 588, Philipsburg, PA 16866.

EXHIBIT 'A'

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO:

Sara J. Socash f/ka
Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881

George R. Socash
P.O. Box 13
Woodland, PA 16881

Your house (real estate) at RR1 Box 588, Philipsburg, PA 16866
is scheduled to be sold at Sheriff's Sale on

at 10:00 a.m. in the Sheriff's Office of
the Clearfield County Courthouse, 1 North Second Street,
Clearfield, Pennsylvania 16830, to enforce the court judgment of
\$43,789.82 obtained by Beneficial Mortgage Corporation against you.

NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to Beneficial Mortgage Corporation the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition

asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY
AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE,
GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND
OUT WHERE YOU CAN GET LEGAL HELP.**

RAYMOND L. BILLOTTE, OR
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

OR PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

TO: Sheriff of Clearfield County
Courthouse
1 North Second Street
Clearfield, PA 16830

SIR OR MADAM:

There will be placed in your hands for service a Writ (Order) of Execution in the above-captioned matter.

INSTRUCTIONS

You are hereby directed to post, levy upon, and sell the property described as follows:

RR1 Box 588, Philipsburg, PA 16866

(more fully described as attached)

The parties to be served and their proper addresses are as follows:

sara J. Socash f/ka
Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881

George R. Socash
P.O. Box 13
Woodland, PA 16881

October 24, 2001
DATE

TERRENCE J. McCABE, ESQUIRE

Terrence J. McCabe

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(896) 858-7080
FAX (896) 858-7020

SUITE 503
53 WEST 36th STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

October 24, 2001

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Re: Beneficial Mortgage Corporation v. Sara J. Socash f/k/a
Sara J. Faulkner and George R. Socash
Clearfield County; Court of Common Pleas; Number 01-693-CD

Dear Sheriff:

Enclosed please find two copies of Notice of Sheriff's Sale of Real Property relative to the above-captioned matter. I would appreciate your serving the Notice of Sale upon the Defendant(s) as follows:

Sara J. Socash f/ka
Sara J. Faulkner
P.O. Box 13
Woodland, PA 16881

George R. Socash
P.O. Box 13
Woodland, PA 16881

After service has been effectuated, I would appreciate your forwarding to me the pertinent affidavit indicating the same.

Thank you for your cooperation in this matter.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE, Esquire

TJM/bje

Enclosures

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Mortgage Corporation

Vs.

NO.: 2001-00693-CD

Sara J. Socash, f/k/a Sara J. Faulkner
and George R. Socash

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL MORTGAGE CORPORATION, Plaintiff(s) from SARA J. SOCASH, f/k/a SARA J. FAULKNER and GEORGE R. SOCASH, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached legal description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$43,789.82
INTEREST: from 10/24/01
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/06/2001

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$
COSTS (to be added): \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Terrence J. McCabe, Esq.
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-USER

BEGINNING AT A STAKE WHICH STAKE IS ON THE EASTERN SIDE OF A LINE OR ROAD AND BEING THE COMMON CORNER OF LAND HEREBY CONVEYED AND LAND PREVIOUSLY CONVEYED TO OTHERS, NOW OWNED BY WALTER JOHNSON, THENCE NORTH SIXTY-THREE (63) DEGREES TWO (2) MINUTES EAST ONE HUNDRED NINETEEN AND SEVENTY HUNDRETHS (119.70) FEET TO A STAKE ON OTHER LANDS OF JANE B. BURNETT, A WIDOW, THENCE ALONG OTHER LANDS OF SAID JANE B. BURNETT SOUTH TWENTY-SEVEN (27) DEGREES THIRTY (30) MINUTES EAST TWO HUNDRED SEVEN AND SEVENTY HUNDRETHS (207.70) FEET TO A STAKE ON OTHER LANDS OF SAID JANE B. BURNETT; THENCE ALONG OTHER LANDS OF SAID JANE B. BURNETT SOUTH SIXTY THREE (63) DEGREES TWO (2) MINUTES WEST ONE HUNDRED FORTY SIX (146) FEET TO A STAKE ON THE EASTERN SIDE OF THE AFOREMENTIONED ROAD OR LAND; THENCE ALONG SAID LAND NORTH TWENTY (20) DEGREES THIRTY-THREE (33) MINUTES WEST TWO HUNDRED SEVEN AND SEVENTY FIVE HUNDRETHS (207.75) FEET TO STAKE AND THE PLACE OF BEGINNING.

Parcel ID # 112-P12-109-1

Being Known As: RR1 Box 588, Philipsburg, PA 16866.

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL MORTGAGE CORPORATION : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
v. :
SARA J. SOCASH, F/K/A SARA J. :
FAULKNER :
and :
GEORGE R. SOCASH : NUMBER 01-693-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 18th DAY OF DECEMBER, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 18th DAY OF
DECEMBER, 2001.

Gwendolyn Jurgelewicz
NOTARY PUBLIC
NOTARIAL SEAL
GWENDOLYN JURGELEWICZ, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 24, 2005

FILED

DEC 28 2001
m/1136/ncc
William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RR1 Box 588, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name Address

Sara J. Socash f/k/a P.O. Box 13
Sara J. Faulkner Woodland, PA 16881

George R. Socash P.O. Box 13
Woodland, PA 16881

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

Name Address

Sara J. Socash f/k/a P.O. Box 13
Sara J. Faulkner Woodland, PA 16881

George R. Socash P.O. Box 13
Woodland, PA 16881

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

Name Address

Plaintiff herein.

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

Name Address

Plaintiff herein.

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name **EXHIBIT "A"** Address

None.

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

| Name | Address |
|--------------------|---|
| Tenant(s) | RR1 Box 588 Philipsburg, PA 16866 |
| Domestic Relations | Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830 |

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

DECEMBER 18, 2001
DATE


TERRENCE J. McCARE, ESQUIRE
Attorney for Plaintiff

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

| | | |
|---------------------------------|---|-----------------------|
| BENEFICIAL MORTGAGE CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| v. | : | |
| SARA J. SOCASH, F/K/A SARA J. | : | |
| FAULKNER | : | |
| and | : | |
| GEORGE R. SOCASH | : | NUMBER 01-693-CD |

DATE: December 18, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: David L. Slother and Jennifer K. Slother

PROPERTY: 516 Henrietta Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on FEBRUARY 1, 2002 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT "B"

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Mortgage Corporation

Vs.

NO.: 2001-00693-CD

Sara J. Socash, f/k/a Sara J. Faulkner
and George R. Socash

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL MORTGAGE CORPORATION, Plaintiff(s) from SARA J. SOCASH, f/k/a SARA J. FAULKNER and GEORGE R. SOCASH , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached legal description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$43,789.82

PAID: \$127.00

INTEREST: from 10/24/01

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

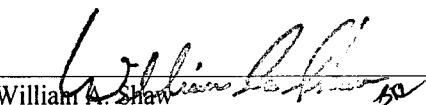
ATTY'S COMM: \$

COSTS (to be added): \$

DATE: 11/06/2001

Received this writ this 6th day
of Nov A.D. 2001
At 3:19 A.M./P.M.

Wester A. Hawkins
Sheriff by Margaret H. Pitt



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Terrence J. McCabe, Esq.
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF DECATUR,
COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS, TO-USER

BEGINNING AT A STAKE WHICH STAKE IS ON THE EASTERN SIDE OF A LINE
OR ROAD AND BEING THE COMMON CORNER OF LAND HEREBY CONVEYED AND
LAND PREVIOUSLY CONVEYED TO OTHERS, NOW OWNED BY WALTER JOHNSON,
THENCE NORTH SIXTY-THREE (63) DEGREES TWO (2) MINUTES EAST ONE
HUNDRED NINETEEN AND SEVENTY HUNDRETHS (119.70) FEET TO A STAKE ON
OTHER LANDS OF JANE B. BURNETT, A WIDOW, THENCE ALONG OTHER LANDS
OF SAID JANE B. BURNETT SOUTH TWENTY-SEVEN (27) DEGREES THIRTY (30)
MINUTES EAST TWO HUNDRED SEVEN AND SEVENTY HUNDRETHS (207.70) FEET
TO A STAKE ON OTHER LANDS OF SAID JANE B. BURNETT; THENCE A LONG
OTHER LANDS OF SAID JANE B. BURNETT SOUTH SIXTY THREE (63) DEGREES
TWO (2) MINUTES WEST ONE HUNDRED FORTY SIX (146) FEET TO A STAKE ON
THE EASTERN SIDE OF THE AFOREMENTIONED ROAD OR LAND; THENCE ALONG
SAID LAND NORTH TWENTY (20) DEGREES THIRTY-THREE (33) MINUTES WEST
TWO HUNDRED SEVEN AND SEVENTY FIVE HUNDRETHS (207.75) FEET TO STAKE
AND THE PLACE OF BEGINNING.

Parcel ID # 112-P12-109-1

Being Known As: RR1 Box 588, Philipsburg, PA 16866.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11833

BENEFICIAL MORTGAGE CORPORATION

01-693-CD

VS.

SOCASH, SARA J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 12, 2001 AT 1:50 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM.

NOW, DECEMBER 12, 2001, AT 2:40 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SARA J. SOCASH, F/K/A SARA J. FAULKNER, DEFENDANT, AT HER PLACE OF RESIDENCE, MAIN STREET, PO BOX 13, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, 16881, BY HANDING TO SARA J. SOCASH, F/K/A SARA J. FAULKNER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, DECEMBER 12, 2001, AT 2:40 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SARA J. SOCASH, WIFE OF GEORGE R. SOCASH, DEFENDANT, AND CO-DEFENDANT, AT HER PLACE OF RESIDENCE, MAIN STREET, PO BOX 13, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, 16881, BY HANDING TO SARA J. SOCASH, WIFE OF GEORGE R. SOCACH, DEFENDANT, AND CO-DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 1, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY KEN LONG AND LORI HUGHES, 523 LAURA STREET, PHILIPSBURG, PA, 16866, FOR THIRTEEN THOUSAND (\$13,000.00) DOLLARS PLUS COSTS. RECEIVED CHECK #262 FROM KEN LONG AND LORI HUGHES IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00) FOR TEN PER CENT OF BID.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11833

BENEFICIAL MORTGAGE CORPORATION

01-693-CD

VS.

SOCASH, SARA J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 1, 2002, SENT BILL TO KEN LONG AND LORI HUGHES FOR COSTS DUE ON SALE.

NOW, FEBRUARY 15, 2002, RECEIVED CHECK #7078 FROM DAVID R. THOMPSON, ATTORNEY FOR KEN LONG AND LORI HUGHES, IN THE AMOUNT OF FOURTEEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$14,634.85) FOR BID AND COSTS DUE ON SALE.

NOW, FEBRUARY 19, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PROPERTY BEING PURCHASED BY KEN LONG AND LORI HUGHES FOR THIRTEEN THOUSAND DOLLARS PLUS COSTS. PAID COSTS FROM TEN PER CENT DOWN WITH LONG AND HUGHES PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$475.13

SURCHARGE \$ 40.00

PAID BY KEN LONG AND LORI HUGHES

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11833

BENEFICIAL MORTGAGE CORPORATION

01-693-CD

VS.

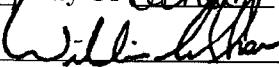
SOCASH, SARA J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

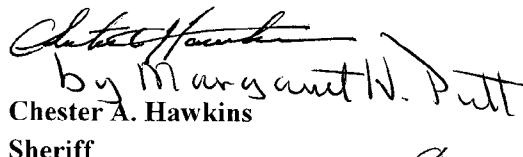
Sworn to Before Me This

19th Day Of February 2002



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


by Margaret W. Pitt
Chester A. Hawkins
Sheriff



FILED

FEB 19 2002
01:36

William A. Shaw
Prothonotary

KEN LONG
LORI HUGHES
523 LAURA STREET
PHILPSBURG, PA 16866

262

60-295/313
4427

Date 2-01-02

Pay to the
Order of Clearfield county sheriff \$1,300
one thousand three hundred and 100 Dollars



For

103-3029551

374090556100262

©Clarke American EX-11833

Lori J. Hughes

Security features
are included.
Details on back.

GUARDIAN SAFETY BLUE WBL

7078



DAVID R. THOMPSON, ATTORNEY-AT-LAW
IOLTA ACCOUNT
PH 814-342-4100
308 WALTON ST SUITE 4
P O BOX 587
PHILIPSBURG, PA 16866-0587

PAY TO THE Sheriff, Clearfield County

COUNTY NATIONAL BANK
PHILIPSBURG, PA 16866
60-627/313 5

2/15/2002

\$ **14,634.85

Fourteen Thousand Six Hundred Thirty-Four and 85/100***** DOLLARS

Sheriff, Clearfield County

MEMO Purchase-Beneficial vs. Socash

Amy J. Oren
AUTHORIZED SIGNATURE

MP

1007078 1031306278 144168 210

Ex-11833

7078

DAVID R. THOMPSON, ATTORNEY-AT-LAW/IOLTA ACCOUNT
Sheriff, Clearfield County

2/15/2002

14,634.85

Beneficial vs. Socash
Purchase by Long and Hughes

County National Bank-Esc Purchase-Beneficial vs. Socash

14,634.85

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, FEBRUARY 4, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 1st day of FEBRUARY 2002, I exposed the within described real estate of SARA J. SOCASH, F/K/A SARA J. FAULKNER AND GEORGE R. SOCASH to public venue or outcry at which time and place I sold the same to KEN LONG AND LORI HUGHES he/she being the highest bidder, for the sum of \$ 13,000.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

| | |
|----------------------------|--------------------|
| RDR | \$ 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 10.40 |
| LEVY | 15.00 |
| MILEAGE | 10.40 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | 260.00 |
| POSTAGE | 4.08 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | 3.25 |
| ADD'L LEVY | |
| BID AMOUNT | 13,000.00 |
| RETURNS/DEPUTIZE | |
| COPIES / BILLING | \$15.00 + 2.00 |
| BILLING - PHONE - FAX | |
| TOTAL SHERIFF COSTS | \$13,475.13 |

DEED COSTS:

| | |
|-------------------------|------------------|
| REGISTER & RECORDER | \$ |
| ACKNOWLEDGEMENT | **** 17.00 |
| TRANSFER TAX 2% | 5.00 |
| | <u>506.22</u> |
| TOTAL DEED COSTS | \$ 528.22 |

DEBT & INTEREST:

| | |
|------------------------|---------------------|
| DEBT-AMOUNT DUE | |
| INTEREST FROM 10-24-01 | |
| TO BE ADDED | |
| | \$ 43,789.82 |

TOTAL DEBT & INTEREST

\$43,789.82

COSTS:

| | |
|-----------------------------------|--------------|
| ATTORNEY FEES | \$ |
| PROTH. SATISFACTION | \$ |
| ADVERTISING | \$ 241.23 |
| LATE CHARGES & FEES | \$ |
| TAXES-Collector | \$ |
| TAXES-Tax Claim | \$ 1,306.77 |
| COSTS OF SUIT-To Be Added | \$ |
| LIST OF LIENS AND MORTGAGE SEARCH | \$ 140.00 |
| FORCLOSURE FEES /ESCROW DEFICIT | \$ |
| ACKNOWLEDGEMENT | \$ |
| DEED COSTS | \$ 528.22 |
| ATTORNEY COMMISSION | \$ |
| SHERIFF COSTS | \$ 13,475.13 |
| LEGAL JOURNAL AD | \$ 76.50 |
| REFUND OF ADVANCE | \$ |
| REFUND OF SURCHARGE | \$ 40.00 |
| PROTHONOTARY | \$ 127.00 |

TOTAL COSTS

\$ 15,934.85

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

COPY 1