

02-847-5D  
BENEFICIAL CONSUMER DISCOUNT COMPANY -vs- DONALD W. KNEPP, JR.  
et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA,  
Plaintiff

NO. 02-847-CO

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR AND  
TERI L. KNEPP,

Defendants

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 defense 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.

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 LEGAL HELP.

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

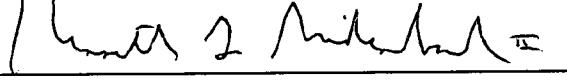
**FILED**

MAY 28 2002

2002-341ath Henderson  
William A. Shaw, \$80.00  
Prothonotary  
cc: Shaw  
Icc atty

By:

REIDENBACH AND HENDERSON

  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D.# 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, : NO.  
Plaintiff :  
vs. : ACTION IN MORTGAGE  
TERI L. KNEPP, : FORECLOSURE  
DONALD W. KNEPP, JR AND :  
Defendants :

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE  
FAIR DEBT COLLECTION PRACTICES ACT, 15 U. S. C. § 1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

REIDENBACH AND HENDERSON  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney ID# 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, : NO.  
Plaintiff :  
vs. : ACTION IN MORTGAGE  
DONALD W. KNEPP, JR AND : FORECLOSURE  
TERI L. KNEPP, :  
Defendants :

**COMPLAINT**

1. Plaintiff is

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

2. The names and last known addresses of the Defendants are:

Teri L. Knepp	Donald W. Knepp, Jr.
RD 1 Box 261A	RR 3 Box 148
Frenchville, PA 16836	Philipsburg, PA 16866

who are the Mortgagors and real owners of the property hereinafter described.

3. On May 3, 2000, Mortgagors made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Instrument No.: 200006174. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit "B".
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 8, 2001 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagors to make such payments after a date specified by written notice sent to Mortgagors, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$50,991.20
Interest	\$ 4,744.62
02/09/02 through 4/23/02	\$ 1,317.94
(Per Diem \$17.81)	
Attorney Fees	\$ 2,549.56
Cost of Title Search	\$ 110.00
<b>TOTAL</b>	<b>\$59,713.32</b>

7. 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.

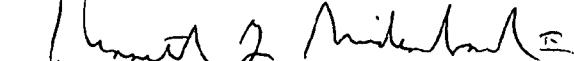
8. The Combined Notice has been sent to the Defendant by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "C"; and/or
- (ii) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency; or
- (iii) Subject premises is either a commercial property or is not the Defendants primary residence and therefore the Act does not apply.

WHEREFORE, Plaintiff demand an in rem Judgment against Defendant(s) in the sum of \$59,713.32, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

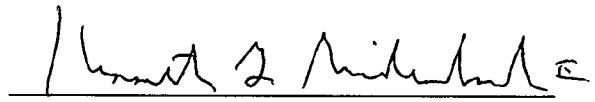
By: REIDENBACH & HENDERSON



Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
PA ID No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

## VERIFICATION

Herbert P. Henderson, II, Esquire hereby states that his is attorney for Plaintiff in this matter, that he is authorized to make this Verification, and that the statements made in the foregoing Complaint are as related to him by Plaintiff and are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
I.D. # 56304

711808 - 00- 523543

**MORTGAGE**

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 3rd of MAY 20 00, between the Mortgagor,  
DONALD W. KNEPP, JR. AND TERI L. KNEPP, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
 BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
 a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16688  
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 51,157.57 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 3, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 3, 2030;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GERARD  
 IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
 PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
 12/31/1999 AND RECORDED 01/08/2000, AMONG THE LAND RECORDS  
 OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
 2000000308 AND PAGE 1. TAX MAP OR PARCEL ID NO.:  
 114-08-645-12

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

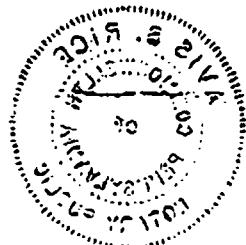
**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200006174**  
RECORDED ON  
May 05, 2000  
11:19:04 AM  
  
RECORDING FEES - \$17.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$19.50

*Benjamin*



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**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

DONALD W. KNEPP, JR.

-Borrower

TERI L. KNEPP

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender, By: LINDA S. MILLER *Linda S. Miller* Title: SA

COMMONWEALTH OF PENNSYLVANIA.

County ss: BLAIR

I, Lewis S. Rice, a Notary Public in and for said county and state, do hereby certify that

DONALD W. KNEPP, JR. AND TERI L. KNEPP, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

3rd

day of May 2000

My Commission expires:

Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

(Address)



(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

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PA001286



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**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)**

### LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
1087 PENNSYLVANIA AVENUE  
TYRONE PA 16688

**BORROWERS (called "You", "Your")**

**LOAN NO:** 711806-523402

KNEPP JR . DONALD W  
SS# 166587926  
KNEPP. TERI L  
ES# 181681804  
RD 1 BOX 281A  
FRENCHVILLE PA 16836

DATE OF LOAN 05/03/2000	FIRST PAYMENT DUE DATE 06/03/2000	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 05/03/2030	CONTRACT RATE (per year) 12.744 %
AMOUNT FINANCED 47,700.85	PRINCIPAL 51.157.67			OFFICIAL FEES \$ 3,468.72
	FEES \$ 3,468.72			\$ 18.50
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	INS PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 555.71				TERM PERIOD 360
MONTHLY INSTALLMENT \$ 555.71				

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.  
YES Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.  
(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

11-30-99 RE SI  
1ST MTG W/PPP



PAB55811

ORIGINAL

### LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for your loan described below, you agree to pay us, the Principal and Interest computed at the Contract Rate (as stated on page one). Principal is Amount Financed, plus The Fee. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to any Late Charges, then to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

**DATE ON WHICH INTEREST BEGINS.** If you do not cancel this loan, the date on which Interest begins, payment dates, and effective date of insurance purchased are postponed by the number of days from this contract's date to date you receive this loan.

**ADJUSTMENT TO CONTRACT RATE.** The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25%) at the end of the 3rd year (36th month), the 4th year (48th month) and the 5th year (60th month) (collectively the "Rate Reduction"), if all payments are made within 30 days of their due date, and you have not filed a petition under the U.S. Bankruptcy Code during the months preceding the Rate Reduction. The Rate Reduction will take effect no later than the first payment due date following the 36th, 48th, and 60th month anniversary dates from the date of the contract. Even if the rate is decreased, the monthly payment will not be adjusted, thus the total loan amount will be paid in full sooner than the final payment due date shown on page one, assuming all payments are made on their due date. Notwithstanding anything to the contrary in this paragraph, if, before any Rate Reduction, any payment is made more than 30 days after the due date, or you have filed a petition under the U.S. Bankruptcy Code, you will not receive the Rate Reduction following such event.

**PAYOUTS.** You agree to payouts of Amount Financed as shown on Truth-In-Lending disclosure form. If payouts change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional payouts.

**PREPAYMENT.** Subject to the Prepayment Penalty described below, you may prepay your loan at any time. If you prepay before the final due date. Points are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points.

**PREPAYMENT PENALTY.** If you prepay the entire outstanding balance of your Account at any time within five (5) years of the loan agreement date, you agree to pay a prepayment penalty equal to six (6) months interest at the Contract Rate (as stated on page one) of the original Amount Financed. No prepayment penalty will be imposed if this loan is paid-off with the proceeds from another loan with us.

**LATE CHARGE.** If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 10% of the monthly payment or \$29, whichever is greater.

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**SECURITY.** There is a mortgage on your real estate, located at your address shown on page one unless a different address is stated. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

#### PROPERTY INSURANCE:

**A. YOUR OBLIGATION TO INSURE.** You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

**B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE.** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the

#### NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

11-30-99 RE SI  
1ST MTG W/PPP



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ORIGINAL

### LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

**DEFAULT.** If you don't pay on time or fail to keep any required insurance in force, or if permitted in the event of default under the Mortgage, (1) all your payments may become due at once and, (2) without notifying you before bringing suit, we may sue you for the entire unpaid balance of Principal and accrued Interest and (3) any judgment in our favor may include our reasonable attorney's fee and court costs as determined by the court. You agree that, should we obtain judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Federal law. You agree to pay interest on any judgment at the Contract Rate.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**OPTIONAL INSURANCE.** Optional credit insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** This loan is made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as Section 173f-7 (a), Title 12, United States Code (USC). This Agreement also qualifies as an "alternative mortgage transaction" under the Alternative Mortgage Transaction Parity Act section of the Garn-St. Germain Depository Institutions Act of 1982, Sections 3801 through 3806, Title 12, USC. Regulations issued by the Office of Thrift Supervision, Department of the Treasury, also govern.

If you do not pay the full amount of an instalment when it is due, and we intend to foreclose on the Mortgage, we must comply with the provisions of Section 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Assistance Act (Act No. 91 of 1983).

**ANY ADVANCE OF FUNDS PURSUANT TO THIS LOAN REPAYMENT AND SECURITY AGREEMENT AND THE MORTGAGE WHICH SECURES THE AGREEMENT MAY, IN THE EVENT OF ANY DEFAULT, RESULT IN THE LOSS OF YOUR HOME OR OTHER REAL PROPERTY PLEDGED AS SECURITY FOR YOUR LOAN.**

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

**BORROWERS:**

Donald L. Knepp (SEAL)

Salli L. Knepp (SEAL)

**WITNESS:**

Debra D. Moore (SEAL)



## TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)

## LENDER (Called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
 1087 PENNSYLVANIA AVENUE  
 TYRONE PA 16686

## BORROWERS (Called "You", "Your")

KNEPP JR, DONALD W

KNEPP, TERI L

RD 1 BOX 261A

FRENCHVILLE PA 16838

LOAN NO: 711808-523402

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Date of Loan	
The cost of your credit as a yearly rate. 13.748%	The dollar amount the credit will cost you. \$ 152354.75	\$ 47700.85	\$ 200055.60	05/03/00	

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 566.71	06/03/00
359	\$ 555.71	Day 03 of each month thereafter. "e"

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

Property Insurance: You must insure the property securing this loan but you may obtain property insurance from anyone you want that is acceptable to us. If you purchase Personal Property Insurance (PPI) through us, you will pay the PPI Premium listed on Page 1 of the loan agreement.

Late Charge: If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 10% of the monthly payment or \$29, whichever is greater.

Prepayment: If you pay off early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of Points.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate

NOTICE: The following page contains additional information.

11-30-99 RE  
W/PPP TIL

PAB19211



#177007156594FED9000PA8192110\*\*KNEPP \* ORIGINAL

D E E D

THIS INDENTURE made the 3<sup>rd</sup> day of December, 1999

BETWEEN:

THOMAS GIRARDI and MARGARET A. GIRARDI, husband and wife, of 1369 Treasure Lake, DuBois Pennsylvania 15801 and RICARDO GIRARDI, a single adult, of 222 Ridge Avenue, Curwensville Pennsylvania 16833, Grantors, parties of the first part,

A N D

DONALD W. KNEPP, Jr. and TERI L. KNEPP, husband and wife, with an address of P. O. Box 353, Bigler, Pennsylvania 16825, Grantees, parties of the second part,

WITNESSETH, that the said parties of the first part in consideration of the sum of **Forty-two Thousand and 00/100 \*\*\*\*\* (\$42,000.00) Dollars** to them now paid by the parties of the second part, do grant, bargain, sell and convey unto the parties of the second part, their heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs, executors and assigns forever, **AND** the said parties of the first part for themselves, their heirs,

ALL that certain lot or parcel of ground situate in Girard Township,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eighty-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of beginning. CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BETNG the same premises conveyed to the Grantors herein by deed from FCMS REO Corp. dated March 1, 1999, and recorded in Clearfield County Deed and Records Book with Instrument # 199903540.

This parcel has Assessment Map # 114-06-645-12.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER 2000000306  
RECORDED ON Jan 06, 2000  
2:47:45 PM

RECORDING FEES - \$14.50

RECORDED	1	PROPERTY IMPROVEMENT	\$1.00
STATE TRANSFER	1	STATE TAX	\$0.50
STATE TRANSFER	1	GIRARD TOWNSHIP	\$210.00
STATE TRANSFER	1	CLEARFIELD AREA	\$210.00
STATE TAX	1	SCHOOLS	\$10.00
GIRARD TOWNSHIP	1	TOTAL	\$435.50
CLEARFIELD AREA	1		
SCHOOLS	1		
TOTAL	1		

*Debris*

*Debris*

executors and administrators covenant with the said parties of the second part, their heirs, executors and assigns against all lawful claimants **SPECIALLY WARRANT** the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. (This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any)

WITNESS the hands and seals of the parties of the first part:

Thomas R. Girardi  
Witness

Thomas R. Girardi  
Thomas Girardi

Thomas R. Girardi  
Witness

Margaret A. Girardi  
Margaret A. Girardi

John G. Evans  
Witness

Ricardo Girardi  
Ricardo Girardi

CERTIFICATE OF RESIDENCE

I, the undersigned, do hereby certify that the precise residence of the Grantee(s) is as follows:

RR1 Box 261 A, Frenchville PA 16436

Date: 12/31/99

Susan L. Karpinski  
AS Agent  
Attorney for Grantees

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.

Dale W. King Jr.  
John F. Keppel

RECORDED in the office for Recording of Deed, etc., in \_\_\_\_\_  
and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_\_ day of

\_\_\_\_\_, 199\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_

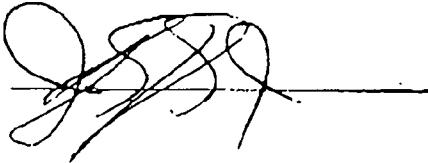
COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CLEARFIELD

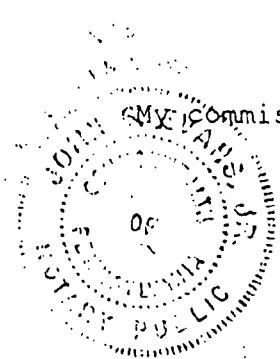
On this 31<sup>st</sup> day of December, 1999,  
before me the undersigned officer, personally appeared  
Thomas M. Girardi, Margaret A. Girardi and Ricardo Girardi,  
known to me (or satisfactorily proven to be) the persons  
whose names are subscribed to the within instrument and  
acknowledged that they executed the same for the purposes  
therein contained.

IN WITNESS THEREOF, I herein set my hand and  
official seal.



My commission expires:

Notarial Seal  
John G. Evans Jr., Notary Public  
Murrysville Boro, Westmoreland County  
My Commission Expires Feb 1, 2003



REIDENBACH & HENDERSON

36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+

Telephone 717-295-9159

Fax 717-295-1225

e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

\* Member of California Bar  
+ Of Counsel

*FILE COPY*

February 26, 2002

RE: Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Co of Pennsylvania

TO: Donald W. Knepp, Jr. Teri L. Knepp  
RD 1 Box 261A RD 1 Box 261A  
Frenchville, PA 16836 Frenchville, PA 16836

FROM: Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Co of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

**ACT 91 NOTICE**

**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 781-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSE FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUESE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S NAME:** Donald W. Knepp, Jr. & Teri L. Knepp  
**PROPERTY ADDRESSES:** RD 1 Box 261A, Frenchville, PA 16836  
**LOAN ACCOUNT NO.:** 71180600523503  
**ORIGINAL LENDER:** Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania  
**CURRENT LENDER/SERVICER:** Beneficial Mortgage Co of Pennsylvania

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY ASSISTANCE.

\*IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

**\*IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND,**

\*IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** - 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 one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION: Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceeding will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: RD 1 Box 261A, Frenchville, PA 16836 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Account # 71180600523503

November 2001 through February 2002 - 4 payments of \$555.71 = \$2,222.84

Other charges (explain/itemize): Past Due Payments: \$2,222.84 + interest: \$5,065.20= \$7,288.04

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$7,288.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - 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 hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted. EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A Notice of the actual date of the Sheriff'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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Beneficial Consumer Discount Company  
Foreclosure Dept.  
961 Weigel Drive  
Elmhurst, IL 60126  
(800) 959-3482 Ext. 7447  
Fax: (630) 617-7529  
Michelle Griffin

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

YOU MAY ALSO 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.

\*TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTION ON YOUR BEHALF.

\*TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\*TO ASSIST THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\*TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\*TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Western PA  
219 A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

It is only necessary to schedule one face-to-face meeting. You should advise Ms. Griffin at Beneficial Consumer Discount Company, immediately of your intentions.

Sincerely,



Herbert P. Henderson, II  
Attorney for Beneficial Consumer Discount Company  
36 East King Street  
Lancaster, PA 17602  
(717)295-9159

pc: Beneficial Consumer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, :  
Plaintiff : NO. 02-847-CD

vs. : ACTION IN MORTGAGE  
: FORECLOSURE

DONALD W. KNEPP, JR AND :  
TERI L. KNEPP, :  
Defendants :  
:

TO: DONALD W. KNEPP, JR.

DATE: July 24, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION  
REQUIRED OF YOU IN THIS CASE. 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.

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

REIDENBACH & HENDERSON

By:   
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

**FILED**

JUL 26 2002

10/21/01 Recd by

William A. Shaw

Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA, Plaintiff

NO. 02-847-CD

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR AND  
TERI L. KNEPP,

Defendants

**PROOF OF SERVICE**

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby  
certify that on July 24, 2002 I mailed by first class mail a copy of the Notice of Intention to Take  
Default Judgment in the above matter upon the following:

Donald W. Knepp, Jr.  
RR 3 Box 148  
Philipsburg, PA 16866

REIDENBACH & HENDERSON

By:

  
For Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12569

BENEFICIAL CONSUMER DISCOUNT COMPANY

02-847-CD

VS.

KNEPP, DONALD W. JR. & TERI L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 20, 2002 AT 3:19 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD W. KNEPP JR., DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONALD KNEPP JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

NOW JUNE 24, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TERI L. KNEPP, DEFENDANT. RESIDES SOMEWHERE IN BELEFONTE, CENTRE COUNTY, PA.

---

Return Costs

Cost	Description
112.20	SHFF. HAWKINS PAID BY: Atty
20.00	SURCHARGE PAID BY: ATTY.

FILED  
9:40 AM  
MAR 11 2003

William A. Shaw  
Prothonotary

Sworn to Before Me This  
11th Day Of Mar. 2003

William A. Shaw

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA,  
Plaintiff

NO. 02-847-CO

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR AND  
TERI L. KNEPP,

Defendants

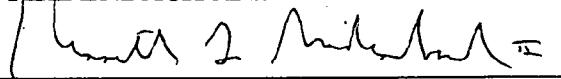
**NOTICE**

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 defense 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.

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 LEGAL HELP.

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

REIDENBACH AND HENDERSON

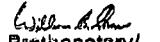
By: 

Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D.# 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

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

MAY 20 2002

Attest,

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA, : NO.  
Plaintiff

vs. : ACTION IN MORTGAGE  
DONALD W. KNEPP, JR AND : FORECLOSURE  
TERI L. KNEPP,  
Defendants

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE  
FAIR DEBT COLLECTION PRACTICES ACT, 15 U. S. C. § 1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

REIDENBACH AND HENDERSON  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney ID# 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, : NO.  
Plaintiff :  
vs. : ACTION IN MORTGAGE  
DONALD W. KNEPP, JR AND : FORECLOSURE  
TERI L. KNEPP, :  
Defendants :

**COMPLAINT**

1. Plaintiff is

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

2. The names and last known addresses of the Defendants are:

Teri L. Knepp	Donald W. Knepp, Jr.
RD 1 Box 261A	RR 3 Box 148
Frenchville, PA 16836	Philipsburg, PA 16866

who are the Mortgagors and real owners of the property hereinafter described.

3. On May 3, 2000, Mortgagors made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Instrument No.: 200006174. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit 'B'.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 8, 2001 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagors to make such payments after a date specified by written notice sent to Mortgagors, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$50,991.20
Interest	\$ 4,744.62
02/09/02 through 4/23/02	\$ 1,317.94
(Per Diem \$17.81)	
Attorney Fees	\$ 2,549.56
Cost of Title Search	\$ 110.00
<b>TOTAL</b>	<b>\$59,713.32</b>

7. 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.

8. The Combined Notice has been sent to the Defendant by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "C"; and/or
- (ii) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency; or
- (iii) Subject premises is either a commercial property or is not the Defendants primary residence and therefore the Act does not apply.

WHEREFORE, Plaintiff demand an in rem Judgment against Defendant(s) in the sum of \$59,713.32, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

By: REIDENBACH & HENDERSON



Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
PA ID No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

## VERIFICATION

Herbert P. Henderson, II, Esquire hereby states that his is attorney for Plaintiff in this matter, that he is authorized to make this Verification, and that the statements made in the foregoing Complaint are as related to him by Plaintiff and are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Herbert P. Henderson  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
I.D. # 56304

711808 -00- 523503

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 3RD of MAY 2000, between the Mortgagor,  
DONALD W. KNEPP, JR. AND TERI L. KNEPP, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
 a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16688  
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 51,157.57 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 3, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 3, 2030;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable; and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GERARD  
 IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
 PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
12/31/1999 AND RECORDED 01/06/2000, AMONG THE LAND RECORDS  
 OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
200000308 AND PAGE 1. TAX MAP OR PARCEL ID NO.:  
114-08-645-12

01-07-00 MTG

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments, (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals theron, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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\* ORIGINAL

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

PAB01284

01-07-00 MTG



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ORIGINAL

-5-

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receivers.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200006174

RECORDED ON

May 05, 2000  
11:19:04 AM

RECORDING FEES - \$17.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$19.50

*Bonfigue*



01-07-00 MTG

PAD01285



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**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

*Donald W. Knepp, Jr.*

DONALD W. KNEPP, JR.

-Borrower

*Teri L. Knepp*

TERI L. KNEPP

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender, By: LINDA S. MILLER *Linda S. Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Avis S. Rice, a Notary Public in and for said county and state, do hereby certify that  
DONALD W. KNEPP, JR. AND TERI L. KNEPP, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

3rd

day of May 2000

FEB 12 2002

My Commission expires:

*Avis S. Rice*

Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

01-07-00 MTG

PA001286



177007156594MTG9000PA0012860\*\*KNEPP

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**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)**

### LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
1087 PENNSYLVANIA AVENUE  
TYRONE PA 16886

**BORROWERS (called "You", "Your")**

KNEPP JR . DONALD W  
SS# 166687926  
KNEPP. TERI L  
SS# 181681804  
RD 1 BOX 281A  
FRENCHVILLE PA 16836

**LOAN NO:** 711806-623402

DATE OF LOAN 05/03/2000	FIRST PAYMENT DUE DATE 06/03/2000	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 05/03/2030	CONTRACT RATE (per year) 12.744 %
AMOUNT FINANCED 47,700.85		PRINCIPAL 51,157.57		OFFICIAL FEES 18.50
		FEE 3,468.72		
LIFE INS PREMIUM NONE		DISABILITY INS PREMIUM NONE		SLI PREMIUM NONE
FIRST INSTALMENT 555.71		MONTHLY INSTALMENT 555.71		TERM PERIOD 360

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.  
YES Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.  
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

11-30-99 RE SI  
1ST MTG W/PPP



PAB65811

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### LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for your loan described below, you agree to pay us, the Principal and Interest computed at the Contract Rate (as stated on page one). Principal is Amount Financed, plus The Fee. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to any Late Charges, then to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

**DATE ON WHICH INTEREST BEGINS.** If you do not cancel this loan, the date on which Interest begins, payment dates, and effective date of insurance purchased are postponed by the number of days from this contract's date to date you receive this loan.

**ADJUSTMENT TO CONTRACT RATE.** The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25%) at the end of the 3rd year (36th month), the 4th year (48th month) and the 5th year (60th month) (collectively the "Rate Reduction"), if all payments are made within 30 days of their due date, and you have not filed a petition under the U.S. Bankruptcy Code during the months preceding the Rate Reduction. The Rate Reduction will take effect no later than the first payment due date following the 36th, 48th, and 60th month anniversary dates from the date of the contract. Even if the rate is decreased, the monthly payment will not be adjusted, thus the total loan amount will be paid in full sooner than the final payment due date shown on page one, assuming all payments are made on their due date. Notwithstanding anything to the contrary in this paragraph, if, before any Rate Reduction, any payment is made more than 30 days after the due date, or you have filed a petition under the U.S. Bankruptcy Code, you will not receive the Rate Reduction following such event.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-in-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** Subject to the Prepayment Penalty described below, you may prepay your loan at any time. If you prepay before the final due date. Points are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points.

**PREPAYMBNT PENALTY.** If you prepay the entire outstanding balance of your Account at any time within five (5) years of the loan agreement date, you agree to pay a prepayment penalty equal to six (6) months interest at the Contract Rate (as stated on page one) of the original Amount Financed. No prepayment penalty will be imposed if this loan is paid-off with the proceeds from another loan with us.

**LATE CHARGE.** If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 10% of the monthly payment or \$29, whichever is greater.

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**SECURITY.** There is a mortgage on your real estate, located at your address shown on page one unless a different address is stated. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

#### PROPERTY INSURANCE:

**A. YOUR OBLIGATION TO INSURE.** You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

**B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE.** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

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1ST MTG W/PPP



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**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)**

lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

**DEFAULT.** If you don't pay on time or fail to keep any required insurance in force, or if permitted in the event of default under the Mortgage, (1) all your payments may become due at once and, (2) without notifying you before bringing suit, we may sue you for the entire unpaid balance of Principal and accrued Interest and (3) any judgment in our favor may include our reasonable attorney's fee and court costs as determined by the court. You agree that, should we obtain judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Federal law. You agree to pay interest on any judgment at the Contract Rate.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**OPTIONAL INSURANCE.** Optional credit insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** This loan is made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as Section 173f-7 (a), Title 12, United States Code (USC). This Agreement also qualifies as an "alternative mortgage transaction" under the Alternative Mortgage Transaction Parity Act section of the Garn-St. Germain Depository Institutions Act of 1982, Sections 3801 through 3806, Title 12, USC. Regulations issued by the Office of Thrift Supervision, Department of the Treasury, also govern.

If you do not pay the full amount of an instalment when it is due, and we intend to foreclose on the Mortgage, we must comply with the provisions of Section 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Assistance Act (Act No. 91 of 1983).

**ANY ADVANCE OF FUNDS PURSUANT TO THIS LOAN REPAYMENT AND SECURITY AGREEMENT AND THE MORTGAGE WHICH SECURES THE AGREEMENT MAY, IN THE EVENT OF ANY DEFAULT, RESULT IN THE LOSS OF YOUR HOME OR OTHER REAL PROPERTY PLEDGED AS SECURITY FOR YOUR LOAN.**

**YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.**

**BORROWERS:**

Donald L. Knepp (SEAL)

Soli L. Knepp (SEAL)

**WITNESS:**

Debra D. Stacey (SEAL)

PAB65813



## TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)

## LENDER (Called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
1087 PENNSYLVANIA AVENUE  
TYRONE PA 16886

## BORROWERS (Called "You", "Your")

KNEPP JR, DONALD W

KNEPP, TERI L

RD 1 BOX 281A

FRENCHVILLE PA 16836

LOAN NO: 711806-523402

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Date of Loan	
The cost of your credit as a yearly rate. 13.748%	The dollar amount the credit will cost you. \$ 152354.75	\$ 47700.85	\$ 200055.60	05/03/00	

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 565.71	06/03/00
359	\$ 555.71	Day 03 of each month thereafter. "e"

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

Property Insurance: You must insure the property securing this loan but you may obtain property insurance from anyone you want that is acceptable to us. If you purchase Personal Property Insurance (PPI) through us, you will pay the PPI Premium listed on Page 1 of the loan agreement.

Late Charge: If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 10% of the monthly payment or \$29, whichever is greater.

Prepayment: If you pay off early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of Points.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate

NOTICE: The following page contains additional information.

11-30-99 RE  
W/PPP TIL

PAB19211



#177007156594FED9000PA8192110\*\*KNEPP

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D E E D

THIS INDENTURE made the 21<sup>st</sup> day of December, 1999

BETWEEN:

THOMAS GIRARDI and MARGARET A. GIRARDI, husband and wife, of 1369 Treasure Lake, DuBois Pennsylvania 15801 and RICARDO GIRARDI, a single adult, of 222 Ridge Avenue, Curwensville Pennsylvania 16833, Grantors, parties of the first part,

A N D

DONALD W. KNEPP, Jr. and TERI L. KNEPP, husband and wife, with an address of P. O. Box 353, Bigler, Pennsylvania 16825, Grantees, parties of the second part,

WITNESSETH, that the said parties of the first part in consideration of the sum of **Forty-two Thousand and 00/100 \*\*\*\*\*** (\$42,000.00) Dollars to them now paid by the parties of the second part, do grant, bargain, sell and convey unto the parties of the second part, their heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs, executors and assigns forever, AND the said parties of the first part for themselves, their heirs,

ALL that certain lot or parcel of ground situate in Girard Township,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eighty-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of beginning. CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BETNG the same premises conveyed to the Grantors herein by deed from FCMS REO Corp. dated March 1, 1999, and recorded in Clearfield County Deed and Records Book with Instrument # 199903540.

This parcel has Assessment Map # 114-06-645-12.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER 2000000306  
RECORDED ON Jan 06, 2000  
2:47:45 PM

RECORDING FEES - \$14.50  
RECORDER  
COUNTRY IMPROVEMENT \$1.00

RECORDING FEES - \$13.00  
RECORDER  
COUNTRY IMPROVEMENT \$1.00  
TAX  
RECORDER  
COUNTRY IMPROVEMENT \$1.00  
RECORDER  
STATE TRANSFER \$120.00  
STATE TRANSFER  
TAX  
STATE WRT TAX \$0.50  
GIRARD TOWNSHIP \$210.00  
CLEARFIELD AREA \$210.00  
SCHOOLS \$157.00  
TOTAL \$585.50

*Debby*  
*Debra*

executors and administrators covenant with the said parties of the second part, their heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. [This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any]

WITNESS the hands and seals of the parties of the first part:

Simmons R. Girard  
Witness

Thomas R. Girard  
Thomas Girardi

Simmons R. Girard  
Witness

Margaret A. Girard  
Margaret A. Girardi

John G. Evans  
Witness

Ricardo Girard  
Ricardo Girardi

CERTIFICATE OF RESIDENCE

I, the undersigned, do hereby certify that the precise residence of the Grantee(s) is as follows:

RKI Box 241 A, Franksville PA 16836

Date: 12/31/99

John Krenzke  
AS Agent  
Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.

John Krenzke  
John Krenzke

RECORDED in the office for Recording of Deed, etc., in \_\_\_\_\_  
and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_\_ day of

\_\_\_\_\_, 199\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_

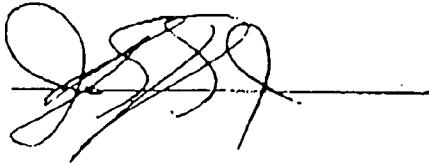
COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CLEARFIELD

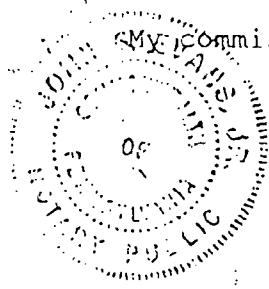
On this 3<sup>rd</sup> day of December, 1999,  
before me the undersigned officer, personally appeared  
Thomas M. Girardi, Margaret A. Girardi and Ricardo Girardi,  
known to me (or satisfactorily proven to be) the persons  
whose names are subscribed to the within instrument and  
acknowledged that they executed the same for the purposes  
therein contained.

IN WITNESS THEREOF, I herein set my hand and  
official seal.



My commission expires:

Notarial Seal  
John G. Evans Jr., Notary Public  
Murrysville Boro, Westmoreland County  
My Commission Expires Feb 1, 2003



**REIDENBACH & HENDERSON**

36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+

Telephone 717-295-9159  
Fax 717-295-1225  
e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

\* Member of California Bar  
+ Of Counsel

*FILE COPY*

February 26, 2002

RE: Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Co of Pennsylvania

TO: Donald W. Knepp, Jr. Teri L. Knepp  
RD 1 Box 261A RD 1 Box 261A  
Frenchville, PA 16836 Frenchville, PA 16836

FROM: Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Co of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

**ACT 91 NOTICE**

**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 781-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSE FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUESE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME: Donald W. Knepp, Jr. & Teri L. Knepp  
PROPERTY ADDRESSES: RD 1 Box 261A, Frenchville, PA 16836  
LOAN ACCOUNT NO.: 71180600523503  
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania  
CURRENT LENDER/SERVICER: Beneficial Mortgage Co of Pennsylvania

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY ASSISTANCE:

\*IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

\*IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND,

\*IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** - 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 one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION: Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceeding will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: RD 1 Box 261A, Frenchville, PA 16836 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Account # 71180600523503

November 2001 through February 2002 - 4 payments of \$555.71 = \$2,222.84

Other charges (explain/itemize): Past Due Payments: \$2,222.84 + interest: \$5,065.20= \$7,288.04

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$7,288.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - 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 hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted. EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A Notice of the actual date of the Sheriff'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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Beneficial Consumer Discount Company  
Foreclosure Dept.  
961 Weigel Drive  
Elmhurst, IL 60126  
(800) 959-3482 Ext. 7447  
Fax: (630) 617-7529  
Michelle Griffin

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

YOU MAY ALSO 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.

\*TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTION ON YOUR BEHALF.

\*TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\*TO ASSIST THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\*TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\*TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

**\*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Western PA  
219 A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

It is only necessary to schedule one face-to-face meeting. You should advise Ms. Griffin at Beneficial Consumer Discount Company, immediately of your intentions.

Sincerely,



Herbert P. Henderson, II  
Attorney for Beneficial Consumer Discount Company  
36 East King Street  
Lancaster, PA 17602  
(717)295-9159

pc: Beneficial Consumer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA, :  
Plaintiff : No. 02-847-CD  
vs. : MORTGAGE FORECLOSURE  
DONALD W. KNEPP, JR. and :  
TERI L. KNEPP :  
Defendants :

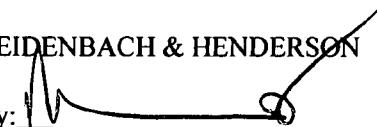
**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

Kindly enter Judgment by Default in favor of the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania , and against the Defendants, Donald W. Knepp, Jr. and Teri L. Knepp, for failure to answer the Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof, and assess Plaintiff's damages as follows:

Outstanding Principal Balance	\$ 50,991.20
Interest through 06/02/03	\$ 13,275.61
Attorneys Commission	\$ 2,549.56
Total	\$ 66,816.37

I hereby certify that the appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P 237.1 on the dates indicated on the Notices.

REIDENBACH & HENDERSON  
By: 

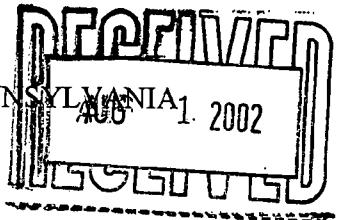
Herbert P. Henderson, II  
Attorney for the Plaintiff  
Attorney I.D. No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

FILED

JUN 03 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW



BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA,  
Plaintiff

NO. 02-847-CD

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR AND  
TERI L. KNEPP,

Defendants

TO: DONALD W. KNEPP, JR.

DATE: July 24, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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.

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

REIDENBACH & HENDERSON

By:

*Herbert P. Henderson, II*  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

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

JUL 26 2002

Attest:

*William A. Prothonotary*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA, : NO. 02-847-CD  
Plaintiff

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR AND  
TERI L. KNEPP,

Defendants

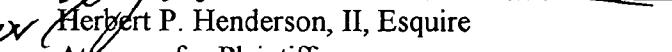
**PROOF OF SERVICE**

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby  
certify that on July 24, 2002 I mailed by first class mail a copy of the Notice of Intention to Take  
Default Judgment in the above matter upon the following:

Donald W. Knepp, Jr.  
RR 3 Box 148  
Philipsburg, PA 16866

REIDENBACH & HENDERSON

By:

  
For   
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA,  
Plaintiff

NO. 02-847-cd

vs.

DONALD W. KNEPP, JR. and  
TERI L. KNEPP

Defendants

ACTION IN MORTGAGE  
FORECLOSURE

TO: Teri L. Knepp

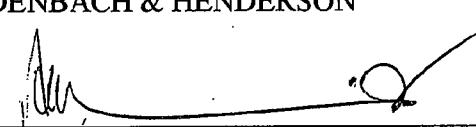
DATE: April 28, 2003

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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.

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

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

**FILED**

APR 30 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA,

Plaintiff

NO. 02-847-cd

vs.

ACTION IN MORTGAGE  
FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP

Defendants

**PROOF OF SERVICE**

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby  
certify that on April 28, 2003, I mailed by first class mail a copy of the Notice of Intention to  
Take Default Judgment in the above matter upon the following:

Teri L. Knepp  
735 North Allegheny Street, Apt. 3  
Bellefonte, PA 16823-2600

REIDENBACH & HENDERSON

By: \_\_\_\_\_

  
Herbert P. Henderson, II, Esquire  
Attorney for Plaintiff  
Attorney I.D. #56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA, :  
Plaintiff : NO. 02-847-CD  
vs. : ACTION IN MORTGAGE  
DONALD W. KNEPP, JR. and : FORECLOSURE  
TERI L. KNEPP :  
Defendants :

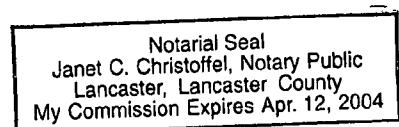
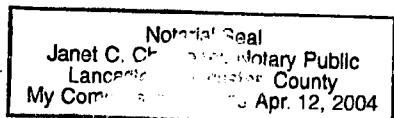
## **AFFIDAVIT AS TO MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LANCASTER : SS

HERBERT P. HENDERSON, II, ESQUIRE, attorney for Plaintiff in the above captioned matter hereby depose and state that he is unable to ascertain whether Defendants are in the military service pursuant to the Soldiers' and Sailors' Civil Relief Act of October 17, 1940, as amended.

Herbert P. Henderson, II, Esq.  
Attorney for Plaintiff  
Attorney ID #56304

Sworn to and subscribed  
before me this 30<sup>th</sup> Day  
of May, 2003.  
Janet C. St. John  
Notary Public



Office of Prothonotary of Court of Common Pleas of Clearfield County, Pa,

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2003 Confessed Judgment Docket at 02-847-CD in the amount of \$66,816.37 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession of judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: \_\_\_\_\_

Prothonotary

To:

Donald W. Knepp, Jr.  
RR3 Box 148  
Phillipsburg, PA 16866  
Defendant

Teri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823-1521  
Defendant

**FILED**

1:38-Ba-PL-20-00  
m -CC Notice to Plaintiff  
JUN 03 2003, cc + Stat to DPL

William A. Shaw  
Prothonotary

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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2002-00847-CD

COPY

Real Debt: \$66,816.37

Atty's Comm: \$

Vs.

Costs: \$

Donald W. Knepp Jr.  
Teri L. Knepp  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 3, 2003

Expires: June 3, 2008

Certified from the record this 3rd day of June, 2003

---

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants :

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield Butler County, against Donald W. Knepp, Jr. and Teri L. Knepp, Defendants,

and direct the Sheriff to levy on RD 1 Box 261A, Frenchville, PA 16836;

Amount Due:

Outstanding Principal Balance	\$50,991.20
Interest through 6/6/03	\$13,829.85
Attorneys Commission	\$ 2,549.56
Total	\$67,370.61 together with costs of proceeding
Prothonotary costs	120.00

REIDENBACH & HENDERSON

Dated: 6/4/03

**FILED**

JUN 09 2003

By:

Herbert P. Henderson, II, Esquire  
Attorney I.D. No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

William A. Shaw  
Prothonotary

FILED

Att'y pd. 20.00

06/09/2003  
JUN 09 2003  
EAP to Shff

William A. Shaw  
Prothonotary

ALL THAT CERTAIN lot or parcel of ground situate in Girard Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eight-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of BEGINNING.

CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BEING THE SAME PREMISES WHICH Thomas Girardi and Margaret A. Girardi, husband and wife and Ricardo Girardi, a single adult, by Deed dated December 31, 1999 and recorded January 6, 2000, at Instrument Number 200000306, granted and conveyed unto Donald W. Knepp, Jr. and Teri L. Knepp, husband and wife, their heirs and assigns.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants :

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed to the following information concerning the real property located at RD 1 Box 261A, Frenchville, PA 16836,

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

Donald W. Knepp, Jr.	Teri L. Knepp
RR3 Box 148	309 West Linn Street
Philipsburg, PA 16866	Bellefonte, PA 16823-1521

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

Donald W. Knepp, Jr.	Teri L. Knepp
RR3 Box 148	309 West Linn Street
Philipsburg, PA 16866	Bellefonte, PA 16823-1521

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

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

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

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 76137-3605

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

Allegheny County Treasurer  
Courthouse Room 108  
436 Grant Street  
Pittsburgh, PA 15219

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

None

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

None

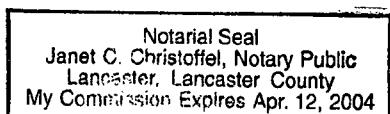
I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.

BENEFICIAL CONSUMER DISCOUNT COMPANY,  
d/b/a BENEFICIAL MORTGAGE CO. OF  
PENNSYLVANIA

By: \_\_\_\_\_

Herbert P. Henderson, II,  
Attorney for Plaintiff

Date: 6/4/03  
Sworn and subscribed )  
before me this 4<sup>th</sup> Day )  
of June, 2003. )  
Janet C. Christoff )



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA :  
Plaintiff : No 02-847-CD  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants :

**LONG DESCRIPTION**

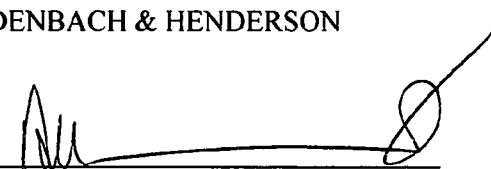
ALL THAT CERTAIN lot or parcel of ground situate in Girard Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eight-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of BEGINNING.

CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BEING THE SAME PREMISES WHICH Thomas Girardi and Margaret A. Girardi, husband and wife and Ricardo Girardi, a single adult, by Deed dated December 31, 1999 and recorded January 6, 2000, at Instrument Number 200000306, granted and conveyed unto Donald W. Knepp, Jr. and Teri L. Knepp, husband and wife, their heirs and assigns.

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159  
Attorney I.D. # 56304

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

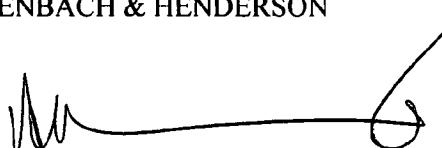
DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants :

**SHORT DESCRIPTION**

ALL THAT CERTAIN property situated in the Township of Gerard in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a Deed dated 12/31/1999 and recorded 1/6/2000 amount the land records of the County and State set forth above, to Instrument No. 200000306 and Page 1. Tax Map or Parcel ID No. 114-06-645-12.

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159  
Attorney I.D. # 56304

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA :  
Plaintiff : No 02-847-CD  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

See Attached Legal Description

HAVING erected thereon a dwelling known as RD 1 Box 261A, Frenchville, PA 16836

X Affidavit of Non-Military Service filed.  
Dated: \_\_\_\_\_

Amount Due ..... \$50,991.20  
Interest from 6/6/03 ..... \$13,829.85

Prothy. Costs ..... \$ 120.00  
Sheriff's Costs ..... \$ \_\_\_\_\_

REIDENBACH & HENDERSON

By:   
Herbert P. Henderson, II, Esquire  
Attorney I.D. No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

(SEAL)

By:   
6/19/03  
Deputy Prothonotary

ALL THAT CERTAIN lot or parcel of ground situate in Girard Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eight-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of BEGINNING.

CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BEING THE SAME PREMISES WHICH Thomas Girardi and Margaret A. Girardi, husband and wife and Ricardo Girardi, a single adult, by Deed dated December 31, 1999 and recorded January 6, 2000, at Instrument Number 200000306, granted and conveyed unto Donald W. Knepp, Jr. and Teri L. Knepp, husband and wife, their heirs and assigns.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE  
DONALD W. KNEPP, JR. and :  
TERI L. KNEPP, :  
Defendants :

FILED

JUL 18 2003

William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF LANCASTER

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to the law, deposes and says to the best of his knowledge, information and belief, that he is a partner in the law firm of Reidenbach & Henderson, which firm has acted as attorneys for Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, in this execution proceeding: that on July 14 2003, the Plaintiff, by its attorney, gave written ("Notice") to the Defendants (Defendants being served by Regular and Certified Mail) and the following lien holders of record in the manner indicated below, in connection with the Sheriff's Sale scheduled to be held on September 5, 2003, at 10:00 a.m. prevailing time, by

REGULAR MAIL, POSTAGE PREPAID

Donald W. Knepp, Jr.  
RR3 Box 148  
Philipsburg, PA 16866

Teri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823-1521

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

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 76137-3605

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

Clearfield County Tax Claim Bureau  
1 North Second Street  
Clearfield, PA 16830

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

None

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

None

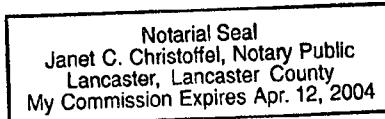
I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.

BENEFICIAL CONSUMER DISCOUNT COMPANY,  
d/b/a BENEFICIAL MORTGAGE CO. OF  
PENNSYLVANIA

By: \_\_\_\_\_

Herbert P. Henderson, II,  
Attorney for Plaintiff

Date: 7/14/03  
Sworn and subscribed )  
before me this 14<sup>th</sup> Day )  
of July, 2003. )  
Janet C. Christoffel \_\_\_\_\_



U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
<input type="checkbox"/> Return Receipt Fee (Endorsement Required)		
<input type="checkbox"/> Restricted Delivery Fee (Endorsement Required)		
<input type="checkbox"/> Total Postage & Fees	\$	

Postmark  
Here

*Se* Teri L. Knepp  
*Sir* 309 West Linn Street  
*or I*  
*City* Bellefonte, PA 16823-1521

Instructions

PS

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
<input type="checkbox"/> Return Receipt Fee (Endorsement Required)		
<input type="checkbox"/> Restricted Delivery Fee (Endorsement Required)		
<input type="checkbox"/> Total Postage & Fees	\$	

Postmark  
Here

*Se* Donald W. Knepp, Jr.  
*Sir* RR3 Box 148  
*or I*  
*City* Philipsburg, PA 16866

Instructions

PS

Reidenbach & Henderson  
36 E. King Street  
Lancaster PA 17602

**☒ Certificate of mailing**

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here

(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)

★ ★ ★  
500 199 3053 3053 8  
PB 8694134  
Postmark and  
Date of Receipt 1/50  
Handling Charge  
Actual Value  
if Registered  
8  
Value MAILED IF REGISTERED  
LAUREL STATE PA 15228  
Due Sender DC SH RD RR  
Article Number  
Line

Line	Addressee Name, Street, and PO Address	Postage	Fee	Delivery Confirmation				Signature Confirmation				Return Receipt				Restricted Delivery				Special Handling				Affix Stamp Here			
				Postage	Fee	Handling Charge	Actual Value if Registered	Value MAILED IF REGISTERED	LAUREL STATE PA 15228	Due Sender	DC	SH	RD	RR	Postmark and Date of Receipt	1/50	199	3053	3053	8	PB 8694134	★ ★ ★	500	199	3053	3053	8
1	Clearfield County Tax Claim Bureau 1 North Second Street Clearfield, PA 16830																										
2																											
3																											
4	Teri L. Knepp 309 West Linn Street Bellefonte, PA 16823-1521																										
5																											
6	Donald W. Knepp, Jr. RR3 Box 148 Philipsburg, PA 16866																										
7																											
8																											
9	Saxon Mortgage Services, Inc. 4708 Mercantile Drive N Fort Worth, TX 76126																										
10																											
11	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of PA 961 Weigel Drive Elmhurst, IL 60126																										
12																											
13																											
14																											
15																											

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per Name of receiving employee  
*H. L. L.*

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Services merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S9-13, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

**REIDENBACH & HENDERSON**

36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+

Telephone 717-295-9159

Fax 717-295-1225

e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

\* Member of California Bar  
+ Of Counsel

July 14, 2003

Donald W. Knepp, Jr.  
RR3 Box 148  
Philipsburg, PA 16866

Teri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823-1521

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of  
Pennsylvania vs. Donald W. Knepp, Jr. and Teri L. Knepp  
02-847-CD

Dear Mr. Knepp and Ms. Knepp:

You are hereby notified that Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, has entered Judgment on a complaint in Mortgage Foreclosure against you issued a Writ of Execution at No. 02-847-CD and that the Sheriff of Clearfield County has scheduled a Sheriff's Sale on said Execution for September 5, 2003 at 10:00 a.m. prevailing time, in the Sheriff's Office, Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. The property upon which execution was issued is situate in the Township of Girard, Clearfield County, with an address of RD 1 Box 261A, Frenchville, PA 16836, see attached copy of complete description.

Very truly yours,

  
Herbert P. Henderson, II

HPH,II/jcc  
Enclosure

**REIDENBACH & HENDERSON**

36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+

Telephone 717-295-9159

Fax 717-295-1225

e-mail: lawyer@law-for-you.com

\* Member of California Bar  
+ Of Counsel

July 14, 2003

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, PA 60126

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 60126

Clearfield County Tax Claim Bureau  
1 North Second Street  
Clearfield, PA 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of  
Pennsylvania, vs. Donald W. Knepp, Jr. and Teri L. Knepp  
Docket Number: 02-847-CD

Dear Lienholder:

Take notice: You are hereby notified that Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, has entered Judgment on a complaint in Mortgage Foreclosure against the above-referenced persons and has issued a Writ of Execution at No. 02-847-CD and that the Sheriff of Clearfield County has scheduled a Sheriff's Sale on said Execution for September 5, 2003 at 10:00 a.m. prevailing time, in the Sheriff's Office, Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. The property upon which execution was issued is situate in the Township of Girard, Clearfield County, with an address of RD 1 Box 261A, Frenchville, PA 16836, see attached copy of complete description.

You are a lienholder of record. Judgement has been entered in the amount of \$67,370.61 plus interest to the date of sheriff's sale together with late charges and all costs of suit.

Very truly yours,



Herbert P. Henderson, II

HPH,II/jcc  
Enclosure

**FILED**

NO

cc

31126-81  
JUL 18 2003

2003  
FBI

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA :

No 02-847-CD

Plaintiff

vs.

ACTION IN  
MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants

FILED

JUL 18 2003

William A. Shaw  
Prothonotary

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed to the following information concerning the real property located at RD 1 Box 261A, Frenchville, PA 16836,

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

Donald W. Knepp, Jr.  
RR3 Box 148  
Philipsburg, PA 16866

Teri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823-1521

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

Donald W. Knepp, Jr.  
RR3 Box 148  
Philipsburg, PA 16866

Teri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823-1521

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

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, PA 60126

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 60126

Clearfield County Tax Claim Bureau  
1 North Second Street  
Clearfield, PA 16830

With a true and correct copy of the Notice that was sent to the Defendants (Defendants served by Regular and Certified Mail) and the lien holders, the record is attached and made a part of this affidavit, sent by Untied States First-class Mail, Postage Prepaid.

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, Esquire  
Attorney for Plaintiff  
36 East King Street  
Lancaster, PA 17602  
Telephone: (717)295-9159  
ID #56304

Affirmed and subscribed to  
before me this 14<sup>th</sup> day of  
July 2003.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Janet C. Christoffel, Notary Public  
Lancaster, Lancaster County  
My Commission Expires Apr. 12, 2004

**FILED**

MON 11 AUG 2003  
JUL 18 2003  
2003  
END

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
: MORTGAGE FORECLOSURE  
:  
DONALD W. KNEPP, JR. and :  
TERI L. KNEPP, :  
Defendants :

FILED

DEC 15 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT 3129.2**  
**NOTICE TO DEFENDANTS AND**  
**LIEN HOLDERS OF RECORD**

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF CLEARFIELD

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to the law, deposes and says to the best of his knowledge, information and belief, that he is a partner in the law firm of Reidenbach, Henderson & Pecht, which firm has acted as attorneys for Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, in this execution proceeding: that on December 9, 2003, the Plaintiff, by its attorney, gave written ("Notice") to the Defendants (Defendants being served by Regular and Certified Mail) and the following lien holders of record in the manner indicated below, in connection with the Sheriff's Sale scheduled to be held on January 9, 2004, at 10:00 a.m. prevailing time, by

**REGULAR MAIL, POSTAGE PREPAID**

Donald W. Knepp, Jr.  
629 TC Co.  
WSOJAA  
APO, AE 09328

Terri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, PA 60126

Clearfield County Tax Claim Bureau  
1 North Second Street  
Clearfield, PA 16830

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 60126

With a true and correct copy of the Notice that was sent to the Defendants (Defendants served by Regular and Certified Mail) and the lien holders, the record is attached and made a part of this affidavit, sent by Untied States First-class Mail, Postage Prepaid.

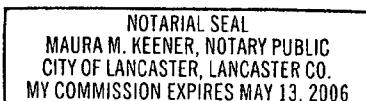
REIDENBACH, HENDERSON & PECHT

By: Herbert P. Henderson

Herbert P. Henderson, Esquire  
Attorney for Plaintiff  
36 East King Street  
Lancaster, PA 17602  
Telephone: (717)295-9159  
ID #56304

Affirmed and subscribed to  
before me this 10<sup>th</sup> day of  
December 2003.

Maury M. Keener  
Notary Public



**REIDENBACH, HENDERSON & PECHT**

The Cipher Building  
36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Wayne M. Pecht\*\*  
\* Member of California Bar  
+ CPA/LLM in Taxation

Telephone 717-295-9159

Fax 717-295-1225

e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

December 9, 2003

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

Saxon Mortgage Services, Inc.  
4708 Mercantile Drive N  
Fort Worth, TX 60126

Clearfield County Tax Claim Bureau  
1 North Second Street  
Clearfield, PA 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, vs. Donald W. Knepp, Jr. and Terri L. Knepp

Dear Lienholder:

Take notice: You are hereby notified that Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, has entered Judgment on a complaint in Mortgage Foreclosure against the above-referenced persons and has issued a Writ of Execution at No. 02-847-CD and that the Sheriff of Clearfield County has scheduled a Sheriff's Sale on said Execution for January 9, 2004 at 10:00 a.m. prevailing time, in the Clearfield County Courthouse, 1 North Second Street, Clearfield, PA 16830. The property upon which execution was issued is situate in the Township of Girard, Clearfield County, with an address of RD 1 Box 216A, Frenchville, PA 16836, see attached copy of complete description.

You are a lienholder of record. Judgement has been entered in the amount of \$66,816.37 plus interest to the date of sheriff's sale together with late charges and all costs of suit.

Very truly yours,



Herbert P. Henderson, II

HPH,II/tag  
Enclosure

Suite 200  
1205 Manor Drive  
Mechanicsburg, PA 17055

Telephone: 717-691-9810  
Fax: 717-766-3361

**REIDENBACH, HENDERSON & PECHT**

The Cipher Building  
36 East King Street  
Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Wayne M. Pecht\*\*+

\* Member of California Bar  
+ CPA/LLM in Taxation

Telephone 717-295-9159

Fax 717-295-1225

e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

December 9, 2003

Donald W. Knepp, Jr.  
629 TC Co.  
WSOJAA  
APO, AE 09328

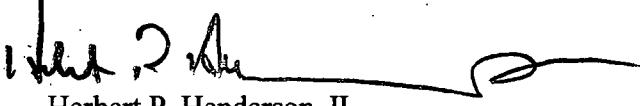
Terri L. Knepp  
309 West Linn Street  
Bellefonte, PA 16823

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Donald W. Knepp, Jr. and Terri L. Knepp

Dear Mr. and Mrs. Knepp:

You are hereby notified that Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, has entered Judgment on a complaint in Mortgage Foreclosure against you issued a Writ of Execution at No. 02-847-CD and that the Sheriff of Clearfield County has scheduled a Sheriff's Sale on said Execution for January 9, 2004 at 10:00 a.m. prevailing time, in the Clearfield County Courthouse, 1 North Second Street, Clearfield, PA 16830. The property upon which execution was issued is situate in the Township of Girard, Clearfield County, with an address of RD 1 Box 216A, Frenchville, PA 16836, see attached copy of complete description..

Very truly yours,

  
Herbert P. Henderson, II

HPH,II/tag  
Enclosure

Suite 200  
1205 Manor Drive  
Mechanicsburg, PA 17055

Telephone: 717-691-9810  
Fax: 717-766-3361



Reidenbach, Henderson & Pecht  
36 E. King Street  
Lancaster PA 17602

**Certificate of Mailing**

Check type of mail or service:

- Certified
- Recorded Delivery (International)
- COD
- Return Receipt for Merchandise
- Delivery Confirmation
- Signature Confirmation
- Express Mail
- Insured

Affix Stamp Here  
(if issued as a  
certificate of mailing,  
or for additional  
copies of this bill)

★ ★ ★ ★ ★  
P B 8 6 9 4 1 3 4  
3 2 0 0 9 0 0 0 0  
D F C 0 9 0 3  
S C 1 6 0 2  
E P P B F R P C B A N C A F E 6 0 2  
R R F E 6 0 3

Line Number	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge if Registered	Actual Value Insured Or Valued For Mail Or Merchandise	Delivery Confirmation				Signature Confirmation				Delivery Confirmation				Signature Confirmation			
							Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt	Postmark and Date of Receipt	Date of Receipt
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The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See *Domestic Mail Manual* R900, S913 and S921 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Postmaster, Per (Name of receiving employee)

*Tom*

Total Number of Pieces  
Listed by Sender      Total Number of Pieces  
Received at Post Office

*3*

Complete by Typewriter, Ink, or Ball Point Pen

FILED  
M 1:30 PM  
DEC 15 2003  
ESG

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

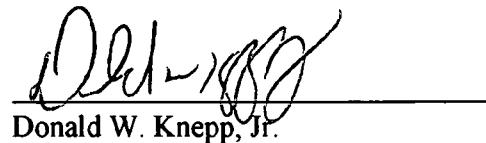
BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA :  
Plaintiff : No 02-847-CD  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

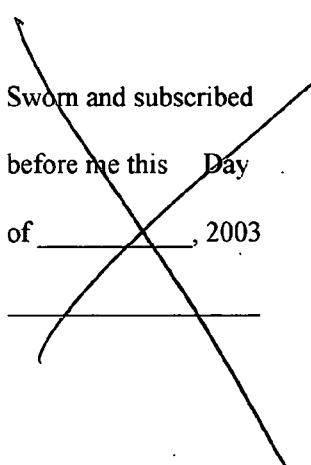
DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

Defendants :

**NOTICE OF CONSENT TO SHERIFF'S SALE**

The undersigned, Donald W. Knepp, Jr., hereby acknowledges and consents to the Sheriff's Sale in the above-referenced action in mortgage foreclosure, scheduled for January 9, 2004. By executing this Notice, the undersigned swears and/or affirms that he is aware of and unopposed to the Sale.

  
Donald W. Knepp, Jr.

Sworn and subscribed  
before me this Day )  
of                   , 2003 )  
                          ) 

FILED

JAN 09 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED No  
JAN 13 2004  
2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
*[Handwritten signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : Plaintiff : No 02-847-CD  
vs. : Plaintiff : ACTION IN  
TERI L. KNEPP, : Plaintiff : MORTGAGE FORECLOSURE  
Defendants : Plaintiff :

**NOTICE OF ACCEPTANCE OF SERVICE  
OF NOTICE OF SHERIFF SALE**

The undersigned, Donald. W. Knepp, Jr. hereby acknowledges that on the 13 day  
of November, 2003, he received a true and correct copy of the Notice of Sheriff's  
Sale of Real Estate in the above-captioned action in mortgage foreclosure.

Donald W. Knepp Jr.  
Donald W. Knepp Jr.

Sworn and subscribed  
before me this Day  
of , 2003

FILED

JAN 09 2004

William A. Shaw  
Prothonotary, Clerk of Courts

FILED  
M 12-4687  
JAN 09 2004  
Fees

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14235

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 02-847-CD

VS.

KNEPP, DONALD W. JR

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JULY 02, 2003 @ 2:20 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF SEPTEMBER 5, 2003 WAS SET.

NOW, JULY 8, 2003 DEPUTIZED CENTRE COUNTY TO SERVE TERI L. KNEPP.

NOW, JULY 18, 2003 @ 2:05 P.M. O'CLOCK CENTRE COUNTY SERVED TERI L. KNEPP, DEFENDANT, AT HER RESIDENCE, 185 NORTH STREET, MILLHIEM, CENTRE COUNTY, PENNSYLVANIA, BY HANDING TO JOE EMEL, ADULT IN CHARGE OF DEFENDNATS RESIDENCE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

NOW, JULY 24, 2003 INFORMED ATTORNEY UNABLE TO SERVE DONALD W. KNEPP, JR. HE IS SERVING ACTIVE JUTY IN THE MILITARY IN IRAQ.

NOW, AUGUST 25, 2003 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR SEPTEMBER 5, 2003 UNTIL OCTOBER 10, 2003.

NOW, OCTOBER 8, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE TO JANUARY 9, 2004.

NOW, JANUARY 8, 2004 RECEIVED A FAX LETER FROM THE PLAINTIFF'S ATTORNEY VERIFYING SERVICE OF THE NOTICE OF SALE AND CONSENT TO THE SHERIFF'S SALE DATED NOVEMBER 13, 2003 FROM DONALD W. KNEPP, JR.

NOW, JANUARY 9, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS THE PROPERTY WAS SOLD TO THE PLAINTIFF FOR \$1.00 + COSTS.

**FILED**

APR 22 2004

5/3/40/5

William A. Shaw

Prothonotary/Clerk of Courts

PD  
5-00  
ACK.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14235

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 02-847-CD

VS.

KNEPP, DONALD W. JR

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JANUARY, 19, 2004 BILLED ATTORNEY FOR ADDITONAL COSTS DUE.

NOW, FEBRUARY 25, 2004 RECEIVED A CHECK FROM THE PLAINTIFF FOR ADDITIONAL COSTS DUE.

NOW, APRIL 22, 2004 PAID COSTS FROM THE ADVANCE AND ADDITONAL CHECK.

NOW, APRIL 22, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR #1.00 + COSTS.

NOW, APRIL 22, A DEED WAS FILED.

SHERIFF HAWKINS      \$261.74

SURCHARGE      \$40.00

PAID BY ATTORNEY

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**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 14235**

**BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 02-847-CD**

**VS.**

**KNEPP, DONALD W. JR**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**Sworn to Before Me This**  
**\_\_\_\_ Day Of \_\_\_\_\_ 2004**

**So Answers,**

*Chester Hawkins*  
By *Cynthia Butter Aughenbaugh*  
**Chester A. Hawkins**  
**Sheriff**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL MORTGAGE  
CO. OF PENNSYLVANIA :  
Plaintiff : No 02-847-CD  
vs. : ACTION IN  
Defendants : MORTGAGE FORECLOSURE

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

See Attached Legal Description

HAVING erected thereon a dwelling known as RD 1 Box 261A, Frenchville, PA 16836

X Affidavit of Non-Military Service filed.  
Dated: \_\_\_\_\_

Amount Due ..... \$50,991.20  
Interest from 6/6/03..... \$13,829.85

Prothy. Costs ..... \$ 120.00  
Sheriff's Costs ..... \$ \_\_\_\_\_

REIDENBACH & HENDERSON

By:   
Herbert P. Henderson, II, Esquire  
Attorney I.D. No. 56304  
36 East King Street  
Lancaster, PA 17602  
(717) 295-9159

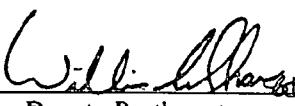
Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

(SEAL)

Received 6-9-03 @ 2:00 P.M.

Chesler A. Hawkins

by Cynthia Butter-Augdenbaugh

By:  6/9/03

Deputy Prothonotary

ALL THAT CERTAIN lot or parcel of ground situate in Girard Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of a road leading to Township Route T640; thence South along line of lands now or formerly of John B. Shirey, two hundred eighty-eight and five tenths (288.5) feet to an iron pin; thence West along line of lands now or formerly of Smith and Zindell one hundred seventy-five (175) feet to an iron pin; thence North along line of lands now or formerly of Ronald Fyock and line of lands now or formerly of Barry Shirey, two hundred twenty-one (221) feet through an iron pin to a point in the center line of a road; thence along center line of said road, North eight-four (84) degrees fifty (50) minutes East, one hundred seventy-five and four tenths (175.4) feet to a point and place of BEGINNING.

CONTAINING 0.92 acres as outlined in red on the map prepared by Gary B. Thurston, Surveyor, dated January 23, 1981.

BEING THE SAME PREMISES WHICH Thomas Girardi and Margaret A. Girardi, husband and wife and Ricardo Girardi, a single adult, by Deed dated December 31, 1999 and recorded January 6, 2000, at Instrument Number 200000306, granted and conveyed unto Donald W. Knepp, Jr. and Teri L. Knepp, husband and wife, their heirs and assigns.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      KNEPP      NO.      02-847-CD

NOW,      January 9, 2004      , 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 for the date, time and place of sale at the Court House in Clearfield on the      9TH      day of      JANUARY 2004, I exposed the within described real estate of      DONALD W. KNEPP, JR. AND TERI L. KNEPP      to public venue or outcry at which time and place I sold the same to      BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA      he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	11.52
LEVY	15.00
MILEAGE	11.52
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	5.78
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	7.92
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	25.00
<b>TOTAL SHERIFF COSTS</b>	<b>261.74</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	50,991.20
INTEREST	13,829.85
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>64,821.05</b>
<b>COSTS:</b>	
ADVERTISING	231.84
TAXES - collector	NONE
TAXES - tax claim	4,134.79
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	261.74
LEGAL JOURNAL AD	165.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>5,227.37</b>

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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

# 1160  
OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY TERM & NO. 02-847-CD  
D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

VS

DOCUMENT TO BE SERVED:

DONALD W. KNEPP, JR. AND TERI L. KNEPP

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

## SERVE BY:

AUGUST 1, 2003

**MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE**

SERVE: TERI L. KNEPP

ADDRESS: 309 WEST LINN STREET, BELLEFONTE, PA 16823-1521

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 8TH Day of JULY 2003.

Respectfully,

CHESTER A. HAWKINS  
SHERIFF OF CLEARFIELD COUNTY

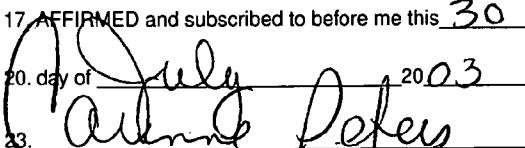
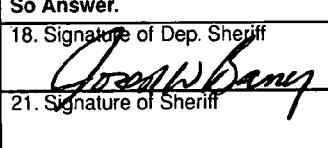
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1160

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>				<b>INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.</b>																									
<b>1. Plaintiff(s)</b> <i>BENEFICIAL Cons. Disc. Co.</i>				<b>2. Case Number</b> <i>02-847-CO</i>																									
<b>3. Defendant(s)</b> <i>TERI L. KNEPP</i>				<b>4. Type of Writ or Complaint:</b> <i>WRIT NOTICE OF LEVY</i>																									
<b>5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.</b> <b>SERVE</b> <b>→ AT</b> <i>TERI L. KNEPP</i>				<b>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)</b> <i>185 NORTH ST. MILLHIEM PA</i>																									
<b>7. Indicate unusual service:</b> <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other																													
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ <small>Sheriff of Centre County</small>																													
<b>8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE</b>																													
<b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.																													
<b>9. Print/Type Name and Address of Attorney/Originator</b>				<b>10. Telephone Number</b>			<b>11. Date</b>																						
<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>																													
<b>13. I acknowledge receipt of the writ or complaint as indicated above.</b>				<b>SIGNATURE of Authorized CCSD Deputy of Clerk and Title</b>			<b>14. Date Filed</b>		<b>15. Expiration/Hearing Date</b>																				
<b>TO BE COMPLETED BY SHERIFF</b>																													
<b>16. Served and made known to</b> <u>JOE EMEL</u> , on the <u>18</u> day of <u>JULY</u> , <b>20 03</b> , at <u>2:05</u> o'clock, <u>A</u> m., at <u>185 NORTH ST. MILLHIEM</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below:																													
<input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input checked="" type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____																													
On the _____ day of _____, 20_____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____																													
Remarks:																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Advance Costs</td> <td style="width: 10%;">Docket</td> <td style="width: 10%;">Service</td> <td style="width: 10%;">Sur Charge</td> <td style="width: 10%;">Affidavit</td> <td style="width: 10%;">Mileage</td> <td style="width: 10%;">Postage</td> <td style="width: 10%;">Misc.</td> <td style="width: 10%;">Total Costs</td> <td style="width: 10%;">Costs Due or Refund</td> </tr> <tr> <td><u>75.00</u></td> <td><u>9.00</u></td> <td><u>9.00</u></td> <td><u>0</u></td> <td><u>2.50</u></td> <td><u>13.60</u></td> <td><u>1.00</u></td> <td><u>2.00</u></td> <td><u>37.00</u></td> <td><u>38.00</u></td> </tr> </table>										Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund	<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>0</u>	<u>2.50</u>	<u>13.60</u>	<u>1.00</u>	<u>2.00</u>	<u>37.00</u>	<u>38.00</u>
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<b>17. AFFIRMED and subscribed to before me this</b> <u>30</u>  <b>20. day of</b> <u>July</u> <b>2003</b> <b>23.</b> <u>Corinne Peters</u> <b>Notary Public</b> <b>My Commission Expires</b> <u>July 30, 2005</u> <b>24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE</b> <small>Member Pennsylvania Association of Notaries</small>																													
<b>18. Signature of Dep. Sheriff</b>  <b>19. Date</b> <u>7-21-03</u>																													
<b>21. Signature of Sheriff</b>  <b>22. Date</b>																													
<b>SHERIFF OF CENTRE COUNTY</b>																													
Amount Pd. <u>2407-AA</u> Page <u>1</u>																													
<b>25. Date Received</b>																													

## REIDENBACH &amp; HENDERSON

36 East King Street  
Lancaster, PA 17602Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+Telephone 717-295-9159  
Fax 717-295-1225  
e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)\* Member of California Bar  
+ Of Counsel

August 25, 2003

VIA FACSIMILE: 814-765-5915

Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of  
Pennsylvania vs. Knepp

Dear Sir or Madam:

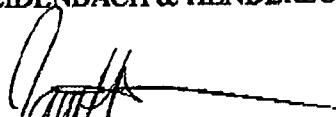
Due to non-service of the Defendant, Donald Knepp, please continue the sale scheduled  
for September 5, 2003 until October 10, 2003.Please note, the new address for Mr. Knepp is 570 Spring Valley Road, West Decatur, PA  
16878.

Thank you.

Very truly yours,

REIDENBACH &amp; HENDERSON

By:

  
Janet C. Christoffel  
ParalegalJCC  
Enclosure

TOTAL P.01

## REIDENBACH &amp; HENDERSON

36 East King Street  
Lancaster, PA 17602Kenneth G. Reidenbach, II\*  
Herbert P. Henderson, II  
Mitchell A. Sommers+Telephone 717-295-9159  
Fax 717-295-1225  
e-mail lawyer@law-for-you.com\* Member of California Bar  
+ Of Counsel

October 8, 2003

VIA FACSIMILE: 814-765-5915

Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of  
Pennsylvania vs. Knepp

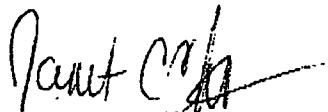
Dear Sir or Madam:

Due to Mr. Knepp being in the Military stationed in Iraq, please continue the sale  
scheduled for October 10, 2003 until January 9, 2004.

Thank you.

Very truly yours,

REIDENBACH &amp; HENDERSON



By:

Janet C. Christoffel  
ParalegalJCC  
Enclosure

TOTAL P.02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL MORTGAGE  
CO. OF PENNSYLVANIA Plaintiff : No 02-847-CD  
vs. : ACTION IN  
TERI L. KNEPP, Defendants : MORTGAGE FORECLOSURE

DONALD W. KNEPP, JR. and  
TERI L. KNEPP,

**NOTICE OF ACCEPTANCE OF SERVICE  
OF NOTICE OF SHERIFF SALE**

The undersigned, Donald. W. Knepp, Jr. hereby acknowledges that on the 13 day  
of November 2003, he received a true and correct copy of the Notice of Sheriff's  
Sale of Real Estate in the above-captioned action in mortgage foreclosure.

Donald W. Knepp Jr.

Donald W. Knepp Jr.

Sworn and subscribed  
before me this Day  
of 2003

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE :  
CO. OF PENNSYLVANIA : No 02-847-CD  
Plaintiff :  
vs. : ACTION IN  
DONALD W. KNEPP, JR. and : MORTGAGE FORECLOSURE  
TERI L. KNEPP, :  
Defendants :

**NOTICE OF CONSENT TO SHERIFF'S SALE**

The undersigned, Donald W. Knepp, Jr., hereby acknowledges and consents to the Sheriff's Sale in the above-referenced action in mortgage foreclosure, scheduled for January 9, 2004. By executing this Notice, the undersigned swears and/or affirms that he is aware of and unopposed to the Sale.

DD-1888  
Donald W. Knepp, Jr.

## REIDENBACH, HENDERSON &amp; PECHT

The Cipher Building  
 36 East King Street  
 Lancaster, PA 17602

Kenneth G. Reidenbach, II\*  
 Herbert P. Henderson, II  
 Wayne M. Pecht\*\*

\* Member of California Bar  
 + CPA/LLM in Taxation

Telephone 717-295-9159  
 Fax 717-295-1225  
 e-mail [lawyer@law-for-you.com](mailto:lawyer@law-for-you.com)

January 9, 2004

VIA FACSIMILE: 814-765-5915

Sheriff's Office  
 Clearfield County  
 Attn: Cindy

RE: Sheriff Sale January 9, 2004  
 Beneficial CDC vs. Donald and Teri Knepp

Dear Cindy:

Attached please find a copy of the Notice of Consent to Sheriff's Sale and the Notice of Acceptance of Service of Notice of Sheriff Sale signed by the Defendant, Donald Knepp.

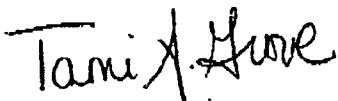
Our office is aware that the sheriff's office was unable to notify Donald Knepp prior to the sale.

Should you have any questions, feel free to contact our office.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:



Tami A. Grove  
 Paralegal

TAG

Suite 200  
 1205 Manor Drive  
 Mechanicsburg, PA 17055

Telephone: 717-691-9810  
 Fax: 717-766-3361