

03-1495-CD

BENEFICIAL CONSUMER DISCOUNT CO. vs. SHERRY L. CHESNEY, et al.

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

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
P.O. Box 8621
Elmhurst, IL 60126
v.

Sherry L. Chesney
506 Thompson Street
Curwensville, PA 16833
and

Alfred H. Chesney, Jr. a/k/a Alfred Chesney
506 Thompson Street
Curwensville, PA 16833

Attorney for Plaintiff

Clearfield County
Court of Common Pleas

FILED

OCT 06 2003

William A. Shaw
Prothonotary

Number 03-495-4

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company of Pennsylvania
P.O. Box 8621
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Sherry L. Chesney
506 Thompson Street
Curwensville, PA 16833
and
Alfred H. Chesney, Jr.
a/k/a Alfred Chesney
506 Thompson Street
Curwensville, PA 16833

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized under the laws of Pennsylvania and doing business at the above captioned address.

2. The Defendant is Sherry L. Chesney, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 506 Thompson Street, Curwensville, PA 16833.

3. The Defendant is Alfred H. Chesney, Jr. a/k/a Alfred Chesney, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 506 Thompson Street, Curwensville, PA 16833.

4. On 06/14/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage BookInstrument #199909858 .

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 183A, Woodland, PA 16881.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/14/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


7. The following amounts are due on the mortgage:

Principal Balance	\$	46,188.78
Interest 0 through 07/15/2003 (Plus \$ 16.65 per diem thereafter)	\$	9001.47
Attorney's Fee	\$	2,309.43
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	58,049.68

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

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,049.68, together with interest at the rate of \$16.65 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

711707

MORTGAGE

ALFRED H. CHESNEY JR AND SHERRY L. CHESNEY, TENANCY NOT STATED

(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
1995 S. ATHERTON ST, STATE COLLEGE, PA 16801
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 48,736.61, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JUNE 14, 1999 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 JUNE 14, 2019;

☐ 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 COUNTY Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CURWENSVILLE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/25/99 AND RECORDED 05/25/99 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 199908431 AND PAGE _____

6.1-H10-24
 KAREN L. STARCH
 REGISTER AND RECORDER
 CLEARFIELD COUNTY, PA
 Pennsylvania

INSTRUMENT NUMBER
199909858

RECORDED ON
JUN 15, 1999
8:32:21 AM

	RECORDING FEES -	TAX	MA	OR	PARCEL ID NO
RECORDER	\$27.00				
COUNTY IMPROVEMENT FUND	\$1.00				
RECORDER	\$1.00				
IMPROVEMENT FUND					
STATE WRIT TAX	\$0.50				
TOTAL	\$29.50				

Benjamin

Exhibit A

10-01-98 MTG

ORIGINAL



PA001251

-4-

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.



18. Borrower's Right to Reinstate. -5-33-

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 to Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower pays 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.



-6-

**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.

Alfred H Chesney Jr

-Borrower

Sherry L Chesney

-Borrower

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender. By: *John T Foxx*

JOHN T FOXX

Title: BSM

COMMONWEALTH OF PENNSYLVANIA,

CENTRE

County ss:

I, HELENE A SHECKLER

, a Notary Public in and for said county and state, do hereby certify that ALFRED H CHESNEY JR AND SHERRY L CHESNEY, TENANCY NOT STATED

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 T he Y 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

14TH

day of

JUNE

, 19 99

My Commission expires:

Helene A Sheckler

Notary Public



This instrument was prepared by:

BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

(Name)

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

CHESNEY, SHERRY L. & ALFRED H. JR. a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14635

03-1495-CD

SHERIFF RETURNS

NOW OCTOBER 7, 2003 AT 1:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY L. CHESNEY, DEFENDANT AT RESIDENCE, 506 THOMPSON ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. CHESNEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 7, 2003 AT 1:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALFRED H. CHESNEY JR. a/k/a ALFRED CHESNEY, DEFENDANT AT RESIDENCE, 506 THOMPSON ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. CHESNEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 9, 2003 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAY GOOD, OCCUPANT AT RD#1 BOX 183A, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAY GOOD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 9, 2003 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA GOOD, OCCUPANT AT RD#1 BOX 183A, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAY GOOD, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
43.92	SHERIFF HAWKINS PAID BY:ATTY CK# 34280
40.00	SURCHARGE PAID BY: ATTY

FILED

OCT 14 2003

0/11:45 a.m.

William A. Shaw
Prothonotary

Sworn to Before Me This

14th Day Of Oct 2003
William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
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FILED

FEB 04 2004


William A. Shaw
Prothonotary/Clerk of Courts

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

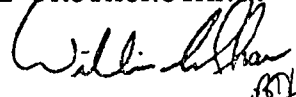
Kindly enter judgment by default in favor of Plaintiff and against Defendant(s) in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$58,049.68
Interest from 07/16/03-1/29/04	\$ 3,280.05
TOTAL	\$61,329.73


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

AND NOW, this 4th day of February, 2004,
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney and damages are assessed in the amount of \$61,329.73, plus interest and costs.

BY THE PROTHONOTARY:


William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
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AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant(s), is/are over eighteen (18) years of age and resides at resides at the respective addresses:

Sherry L. Chesney

506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr.
a/k/a Alfred Chesney

506 Thompson Street
Curwensville, PA 16833

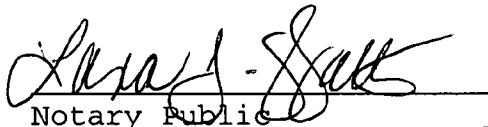
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 29th DAY

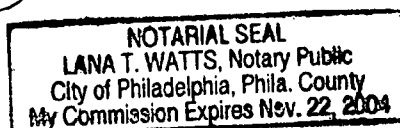
OF January, 2004.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



Notary Public



McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
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Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
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CERTIFICATION

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

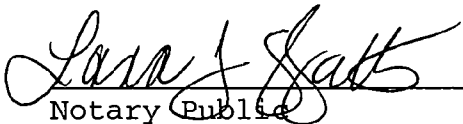
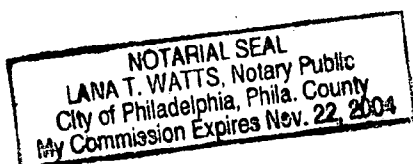
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 29th DAY

OF January, 2004.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


Notary Public

VERIFICATION

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

A handwritten signature in dark ink, appearing to read 'T. McCabe', is written above a horizontal line.

TERRENCE J. McCABE, ESQUIRE

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

**William A. Shaw
Prothonotary**

November 12, 2003

To: Sherry L. Chesney
506 Thompson Street
Curwensville, PA 16833

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania

vs.

Sherry L. Chesney
and

Alfred H. Chesney, Jr. a/k/a Alfred Chesney

Clearfield County
Court of Common Pleas

EXHIBIT "A"

Number 03-1495-CD

**NOTICE, RULE 237.5
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Dave Meholic
Court Administrator
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814-765-2641 x 5982

NOTIFICACION IMPORTANTE

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Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

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

**William A. Shaw
Prothonotary**

November 12, 2003

To: Alfred H. Chesney, Jr. a/k/a Alfred Chesney
506 Thompson Street
Curwensville, PA 16833

EXHIBIT "A"

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania

vs.

Sherry L. Chesney

and

Alfred H. Chesney, Jr. a/k/a Alfred Chesney

Clearfield County
Court of Common Pleas

Number 03-1495-CD

**NOTICE, RULE 237.5
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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814-765-2641 x 5982

**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

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

**William A. Shaw
Prothonotary**

November 12, 2003

To: Sherry L. Chesney
RR 1 Box 183 A
Woodland, PA 16881

EXHIBIT "A"

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania

vs.

Sherry L. Chesney
and

Alfred H. Chesney, Jr. a/k/a Alfred Chesney

Clearfield County
Court of Common Pleas

Number 03-1495-CD

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Clearfield, PA, 16830
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**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

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

**William A. Shaw
Prothonotary**

November 12, 2003

To: Alfred H. Chesney, Jr. a/k/a Alfred Chesney
RR 1 Box 183 A
Woodland, PA 16881

EXHIBIT "A"

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania

vs.

Sherry L. Chesney
and

Alfred H. Chesney, Jr. a/k/a Alfred Chesney

Clearfield County
Court of Common Pleas

Number 03-1495-CD

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Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
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**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

COPY

William A. Shaw
Prothonotary

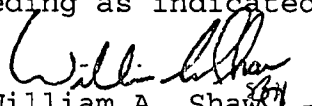
To: Sherry L. Chesney
506 Thompson Street
Curwensville, PA 16833

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

NOTICE

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

2/4/04


William A. Shaw
Prothonotary

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

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

COPY

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

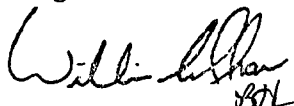
To: Alfred H. Chesney, Jr. a/k/a Alfred Chesney
506 Thompson Street
Curwensville, PA 16833

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
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 X Judgment by Default
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COPY

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

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2003-01495-CD

Real Debt: \$61,329.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sherry L. Chesney and
Alfred H. Chesney Jr. a/k/a
Alfred Chesney
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 4, 2004

Expires: February 4, 2009

Certified from the record this 4th day of February, 2004.

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

Praeipe for Writ of Execution-MORTGAGE FORECLOSURE

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

03-1495-CD

NO.

TERM

Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a
Alfred Chesney

FILED

PRAEIPCE FOR WRIT OF EXECUTION

FEB 04 2004

To the Prothonotary:

William A. Shaw
Prothonotary/Clerk of Courts

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney Of defendant(s) and
3. Against the following property in the hands of (name) Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney
4. And index this writ;
(a) against Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney Defendant(s) and
(b) against _____ as Garnishee
As a lis pendens against real property of the defendant(s) in name of garnishee as follows, 506 Thompson Street, Curwensville, PA 16833

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 61,329.73
Interest from 1/30/04-sale date \$ _____
Costs (to be added) \$ _____

125.00 Prothonotary Costs



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff(s)

03-1495-CD

NO. _____ TERM _____

RECEIVED WRIT THIS _____ DAY

NO. _____ TERM _____

OF _____ A.D. _____

AT _____ M _____

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA**

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania

Sheriff

VS.

Sherry L. Chesney and Alfred
H. Chesney, Jr. a/k/a Alfred
Chesney

**Praecipe for Writ of
Execution**

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 61,329.73

INTEREST FROM
1/30/04-sale
date

125.00

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

TERRENCE J. McCABE, ESQUIRE
Attorney I.D. No 16496
123 S. Broad Street, Ste. 2080
Philadelphia, PA 19109
Tel: 215 790 1010



Attorney for Plaintiff(s)

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 506 Thompson Street, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name	Address
Sherry L. Chesney	506 Thompson Street Curwensville, PA 16833
Alfred H. Chesney, Jr. a/k/a Alfred Chesney	506 Thompson Street Curwensville, PA 16833

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

Name	Address
Sherry L. Chesney	506 Thompson Street Curwensville, PA 16833
Alfred H. Chesney, Jr. a/k/a Alfred Chesney	506 Thompson Street Curwensville, PA 16833

3. Name and last known address of every judgment creditor

whose judgment is a record lien on the real property to be sold:

Name	Address
Plaintiff herein.	
Novak Stouer and Furst	122 East High Street, P.O. Box 209, Bellefonte, PA 16823

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

Name	Address
Plaintiff herein.	
Jessie E. Gearhart	807 State Street, Curwensville, PA
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	1995 South Atherton Street State College, PA 15801
and Beneficial Consumer Discount Co.	961 Weigel Drive P.O. Box 8632 Elmhurst, IL 60126 Attn: Al Spears

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

Name	Address
------	---------


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

Name	Address
Tenant(s)	506 Thompson Street, Curwensville, PA 16833
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.

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

January 29, 2004

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

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

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of Pennsylvania

COPY

Vs.

NO.: 2003-01495-CD

Sherry L. Chesney and
Alfred H. Chesney Jr. a/k/a
Alfred Chesney

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from SHERRY L. CHESNEY and ALFRED H. CHESNEY, JR. a/k/a Alfred Chesney Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$61,329.73
INTEREST from 1/30/04 - sale date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/04/2004

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Terrence J. McCabe, Esq.
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

Sheriff

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

described as:

ALL THAT CERTAIN piece, parcel or lot of land situate in Foster Township, McKean County Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point where the Lafferty Hollow Road intersects the boundary lie between the Malvia Farm and the westerly line of the lands of Joseph Roggenbaum;

thence along the westerly line of the Lafferty Hollow Road, S. 47 degrees 50' West, thirty seven (37) feet to a point;

thence along the easterly line lands of Pearl H. Ishman, N. 42 degrees 10' West. two hundred (200) feet to a point;

thence N. 47 degrees 50' East., sixty-one and four tenths (61.4) feet to a point, said point being the Northerly boundary of an abandoned lease Road,

thence along the Northerly boundary of the said abandoned lease road South 60 degrees 30 minutes East one hundred thirty-five and nine-tenths (135.9) feet to a point, said point being the Westerly line of Joseph Roggenbaum

thence along the Westerly line of of land of Joseph Roggenbaum South 1 degree 05' West, ninety-seven and five tenths (97.5) feet to the place of beginning.

Commonly known as: 57 Lafferty Hollow, Bradford, PA 16701.

Title is vested in: **Todd E. Bobenrieth and Julie A. Bobenrieth, by virtue of a deed from Todd E. Bobenreith dated 11/21/2000 recorded 11/30/2000**

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania
vs.
Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a
Alfred Chesney

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 03-1495-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 24th DAY OF MARCH, 2004, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

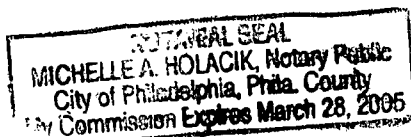


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 24th DAY OF
MARCH, 2004.



NOTARY PUBLIC



FILED No. cc

7/11/2004
APR 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 506 Thompson Street, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Plaintiff herein.

Novak Stouer and Furst 122 East High Street,
P.O. Box 209,
Bellefonte, PA 16823

EXHIBIT "A"

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

Name

Address

Plaintiff herein.

Jessie E. Gearhart

807 State Street,
Curwensville, PA 16833

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of Pennsylvania

1995 South Atherton Street
State College, PA 15801

and

Beneficial Consumer Discount Co.

961 Weigel Drive
P.O. Box 8632
Elmhurst, IL 60126

Attn: Al Spears

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

Name

Address

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

Name

Address

Tenant(s)

506 Thompson Street,
Curwensville, PA 16833

Domestic Relations

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

Commonwealth of Pennsylvania,

Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

March 24, 2004

DATE



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT "A"

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

DATE: March 24, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a Alfred Chesney

PROPERTY: 506 Thompson Street, Curwensville, PA 16833

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MAY 7, 2004 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT "B"

Name of Addressee: **WEISSBERG AND CONWAY, P.C.** Check type of mail or service:

**FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109**

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

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

Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee
----------------	---	---------	-----	-----------------	----------------------------	---------------	-------------------	--------

1. Bene V. Chesney
Sherry L. Chesney
506 Thompson Street
Curwensville, PA 16833

Beneficial Consumer Discount Co.
961 Weigel Drive
P.O. Box 8632
Elmhurst, IL 60126

2. Alfred H. Chesney, Jr.
a/k/a Alfred Chesney
506 Thompson Street
Curwensville, PA 16833

Attn: Al Spears

3. Novak Stouner and Furst
122 East High Street
P.O. Box 209
Beliefonte, PA 16823

Tenant(s)
506 Thompson Street
Curwensville, PA 16833

4. Jessie E. Gearhart
807 State Street
Curwensville, PA 16833

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

5. Beneficial Consumer Discount Co
d/b/a Beneficial Mortgage Company
of Pennsylvania
1995 South Atherton Street
State College, PA 15801

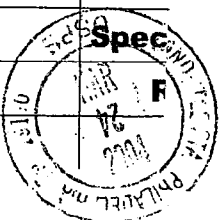
Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
9	5	

EXHIBIT "B"

Delivery Confirmation

Signature Confirmation



1932 U.S. POSTAGE PB223257
7047 \$02.700 MAR 24 04
0646 FROM ZIP CODE 19109

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

03-1495-CD

NO.

TERM

Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a
Alfred Chesney

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney Of defendant(s) and
3. Against the following property in the hands of (name) Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney

4. And index this writ;

(a) against Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney Defendant(s) and

(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name of garnishee as follows, 506 Thompson Street, Curwensville, PA 16833

(Specifically described property)

(If space insufficient, attach extra sheets)

FILED

NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00

5. Amount Due \$ 61,329.73
Interest from 1/30/04-sale date \$ _____
10.08 per day
Costs (to be added) \$ _____

145.00 Prothonotary costs

Terrence J. McCabe

TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff(s)

Printed name

RECEIVED WRIT THIS DAY

OF A.D.
AT M

03-1495-CD
NO. TERM

Sheriff

NO. TERM

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania

VS.

Sherry L. Chesney and Alfred
H. Chesney, Jr. a/k/a Alfred
Chesney

Praecipe for Writ of
Execution

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 61,329.73
INTEREST FROM
1/30/04-sale
date
PROTHONOTARY 145.00
USE ATTORNEY
USE PLAINTIFF
ATTORNEY'S COMM.
SATISFACTION
SHERIFF

TERRENCE J. McCABE, ESQUIRE
Attorney I.D. No 16496
123 S. Broad Street, Ste. 2080
Philadelphia, PA 19109
Tel: 215 790 1010

Terrence J. McCabe
Attorney for Plaintiff(s)

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 506 Thompson Street, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Name Address

Plaintiff herein.

Novak Stouer and Furst 122 East High Street,
P.O. Box 209,
Bellefonte, PA 16823

4.

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

Name

Address

Plaintiff herein.

Jessie E. Gearhart

807 State Street,
Curwensville, PA 16833

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of Pennsylvania
and

1995 South Atherton Street
State College, PA 15801

Beneficial Consumer Discount Co.

961 Weigel Drive
P.O. Box 8632
Elmhurst, IL 60126

Attn: Al Spears

Beneficial Consumer Discount Co.

636 Grand Regency Blvd.
Elmhurst, IL 33510

Attn: Rebecca Gast

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

Name

Address

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

Name

Address

Tenant(s)

506 Thompson Street,
Curwensville, PA 16833

Domestic Relations

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

Commonwealth of Pennsylvania,

Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

Tax Claim Bureau

230 E. Market Street
Suite 121
Clearfield, PA 16830

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

November 8, 2004

DATE

Terrence J. McCabe

TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

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

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of Pennsylvania

Vs.

NO.: 2003-01495-CD

Sherry L. Chesney and
Alfred H. Chesney Jr.,
a/k/a Alfred Chesney

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from SHERRY L. CHESNEY and ALFRED H. CHESNEY JR. a/k/a Alfred Chesney, Defendant(s):

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

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

Garnishee(s) as follows:

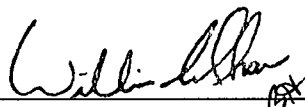
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$61,329.73
INTEREST from 1/30/04-sale date
10.08 per day:
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/19/2004

PAID: \$145.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Terrence J. McCabe, Esq.
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15309
NO: 03-1495-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PA
VS.
DEFENDANT: ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY AND SHERRY L. CHESNEY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/04/2004

LEVY TAKEN 03/19/2004 @ 1:10 PM

POSTED 03/19/2004 @ 1:10 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/17/2005

DATE DEED FILED NOT SOLD

FILED
01/19/2005
JAN 17 2005
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

03/19/2004 @ 1:10 PM SERVED ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY
SERVED SHERRY CHESNEY WIFE/DEFENDANT, FOR ALFRED H. CHESNEY, JR. DEFENDANT AT THE
RESIDENCE 506 THOMPSON STREET, CURWENSVILLE, PENNSYLVANIA

03/19/2004 @ 1:10 PM SERVED SHERRY L. CHESNEY
SERVED SHERRY L. CHESNEY, DEFENDANT AT THE RESIDENCE 506 THOMPSON STREET, CURWENSVILLE,
CLEARFIELD COUNTY, PENNSYLVANIA.

@ SERVED

NOW, MAY 5, 2004 RECEIVED FAX LETTER FROM PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE DUE
TO A BANKRUPTCY FILING.

@ SERVED

NOW, JANUARY 17, 2005 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS.
PLAINTIFF'S ATTORNEY STAYED SALE. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15309
NO: 03-1495-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PA
VS.

DEFENDANT: ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY AND SHERRY L. CHESNEY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$179.44

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of Pennsylvania

Vs.

NO.: 2003-01495-CD

Sherry L. Chesney and
Alfred H. Chesney Jr. a/k/a
Alfred Chesney

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from SHERRY L. CHESNEY and ALFRED H. CHESNEY, JR. a/k/a Alfred Chesney Defendant(s):

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

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

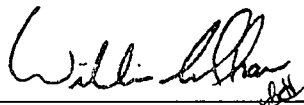
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$61,329.73
INTEREST from 1/30/04 - sale date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/04/2004

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of February A.D. 2004
At 3:00 A.M./P.M.

Christa A. Haulkins
Sheriff by Cynthia Butler-Aughdenough

Requesting Party: Terrence J. McCabe, Esq.
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

described as:

ALL THAT CERTAIN piece, parcel or lot of land situate in Foster Township, McKean County Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point where the Lafferty Hollow Road intersects the boundary lie between the Malvia Farm and the westerly line of the lands of Joseph Roggenbaum;

thence along the westerly line of the Lafferty Hollow Road, S. 47 degrees 50' West, thirty seven (37) feet to a point;

thence along the easterly line lands of Pearl H. Ishman, N. 42 degrees 10' West. two hundred (200) feet to a point;

thence N. 47 degrees 50' East., sixty-one and four tenths (61.4) feet to a point, said point being the Northerly boundary of an abandoned lease Road,

thence along the Northerly boundary of the said abandoned lease road South 60 degrees 30 minutes East one hundred thirty-five and nine-tenths (135.9) feet to a point, said point being the Westerly line of Joseph Roggenbaum

thence along the Westerly line of of land of Joseph Roggenbaum South 1 degree 05' West, ninety-seven and five tenths (97.5) feet to the place of beginning.

Commonly known as: **57 Lafferty Hollow, Bradford, PA 16701.**

Title is vested in: **Todd E. Bobenrieth and Julie A. Bobenrieth, by virtue of a deed from Todd E. Bobenreith dated 11/21/2000 recorded 11/30/2000**

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY

NO. 03-1495-CD

NOW, January 15, 2005, 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 May 07, 2004, I exposed the within described real estate of Alfred H. Chesney, Jr. A/K/A Alfred Chesney And Sherry L. Chesney to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.50
LEVY	15.00
MILEAGE	4.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$178.44

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	61,329.73
INTEREST @	0.00
FROM 01/30/2004 TO 05/07/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$61,369.73

COSTS:

ADVERTISING	364.32
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	178.44 178.44
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$988.76

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

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

TERRENCE J. McCABE

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

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

SUITE 503
53 WEST 35th STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

May 5, 2004

Sheriff's Office
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830

Re: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE
COMPANY OF PENNSYLVANIA

VS.

SHERRY L. CHESNEY & ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY
CLEARFIELD COUNTY; CCP; NUMBER 03-1495-CD
PREMISES: 506 THOMPSON STREET, CURWENSVILLE, PA 16833
Sheriff's Sale Date: May 7, 2004

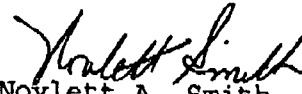
Dear Sheriff:

As you know, the above-captioned property is currently listed for the May 7, 2004 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Defendant filed a Chapter 13 bk on May 3, 2004 in the Western District of PA., bk# 04-25883.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,


Novlett A. Smith
Legal Assistant

/nas

SENT VIA FACSIMILE TRANSMITTAL--NUMBER (814)-765-5915
SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania
vs.
Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a
Alfred Chesney

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 03-1495-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 8th DAY OF February, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

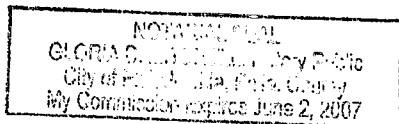
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8th DAY OF
February, 2005.


NOTARY PUBLIC



FILED

m 2:02 PM 10/2/05

FEB 11 2005

William A. Shaw
Prothonotary

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

Attorney for Plaintiff

Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sherry L. Chesney and Alfred H. Chesney, Jr. a/k/a Alfred Chesney	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1495-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 506 Thompson Street, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Sherry L. Chesney 506 Thompson Street
Curwensville, PA 16833

Alfred H. Chesney, Jr. 506 Thompson Street
a/k/a Alfred Chesney Curwensville, PA 16833

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

Plaintiff herein.

Novak Stouer and Furst 122 East High Street,
P.O. Box 209,
Bellefonte, PA 16823

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

Plaintiff herein.

Jessie E. Gearhart

807 State Street,
Curwensville, PA 16833

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of Pennsylvania

1995 South Atherton Street
State College, PA 15801

and

Beneficial Consumer Discount Co.

961 Weigel Drive
P.O. Box 8632
Elmhurst, IL 60126

Attn: Al Spears

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

Name

Address

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

Name

Address

Tenant(s)

506 Thompson Street,
Curwensville, PA 16833

Domestic Relations

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

Commonwealth of Pennsylvania,

Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

February 8, 2005

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

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

Attorney for Plaintiff

Exhibit B

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania
vs.
Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a
Alfred Chesney

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 03-1495-CD

DATE: February 8, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sherry L. Chesney and
Alfred H. Chesney, Jr. a/k/a Alfred Chesney

PROPERTY: 506 Thompson Street, Curwensville, PA 16833

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on April 1, 2005 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

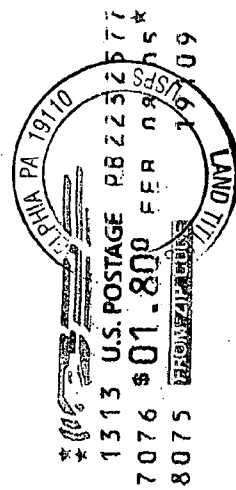
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Affix Stamp Here
(if issued as a
certificate of mailing
or for additional
copies of this bill)
*Postmark and
Date of Receipt*

Postmark and
Date of Receipt

Complete by Typewriter, Ink, or Ball Point Pen

Complete by Typewriter, Ink, or Ball Point Pen



Name and Address of Sender
McCabe, Weisberg and Conway, P.C.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109
ATTN: Samantha Young

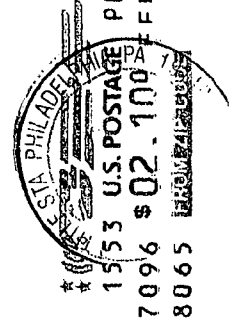
Check type of mail or service:
☐ Certified ☐ Recorded Delivery (International)
☐ COD ☐ Registered
☐ Delivery Confirmation ☐ Return Receipt for Merchandise
☐ Express Mail ☐ Signature Confirmation
☐ Insured

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Dom. Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Beneficial v. Chesney	Novak Stouder and Furst 122 East High Street P.O. Box 209 Belleville, PA 16823											
2		Jessie E. Gearhart 807 State Street Curwensville, PA 16833											
3		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA 1995 South Atherton St. State College, PA 15801											
4		Beneficial Consumer Discount Co. 961 Weigel Drive P.O. Box 8632 Elmhurst, IL 60126 Attn: Al Spears											
5		Tenant(s) 506 Thompson Street Curwensville, PA 16833											
6		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
7		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
8													
9													
10													
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office											
7													

Exhibit B

The full declaration of value is required on all domestic and air express mail documents. The maximum value for registered mail is \$50,000. The maximum value for insured mail is \$5,000. The maximum value for insured mail is \$5,000. The maximum value for insured mail is \$5,000.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20054

NO: 03-1495-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

vs.

DEFENDANT: SHERRY L. CHESNEY AND ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/19/2004

LEVY TAKEN 02/11/2005 @ 10:10 AM

POSTED 02/11/2005 @ 10:10 AM

SALE HELD 04/01/2005

SOLD TO BENEFICIAL CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/18/2005

DATE DEED FILED 05/18/2005

PROPERTY ADDRESS 506 THOMPSON STREET CURWENSVILLE , PA 16833

FILED

MAY 18 2005

5/20/05

William A. Snaw

Prothonotary/Clerk of Courts

PO
5.00

SERVICES

02/11/2005 @ 1:39 PM SERVED SHERRY L. CHESNEY

SERVED SHERRY L CHESNEY DEFENDANT, AT HER RESIDENCE RD #1, BOX 21A, PENNSYLVANIA AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. CHESNEY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

02/11/2005 @ 1:39 PM SERVED ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY

SERVED ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY AT HIS RESIDENCE, RD #1, BOX 21A, PENNSYLVANIA AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ALFRED H. CHESNEY, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20054
NO: 03-1495-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

vs.

DEFENDANT: SHERRY L. CHESNEY AND ALFRED H. CHESNEY, JR. A/K/A ALFRED CHESNEY

Execution REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$210.16

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of Pennsylvania

Vs.

NO.: 2003-01495-CD

Sherry L. Chesney and
Alfred H. Chesney Jr.,
a/k/a Alfred Chesney

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from SHERRY L. CHESNEY and ALFRED H. CHESNEY JR. a/k/a Alfred Chesney, Defendant(s):

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

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

Garnishee(s) as follows:

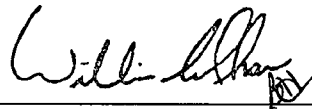
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$61,329.73
INTEREST from 1/30/04-sale date
10.08 per day:
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/19/2004

PAID: \$145.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 19th day
of November A.D. 2004
At 3:00 A.M./P.M.

Chester G. Henderson
Sheriff - by Cynthia Bitter-Aydenbaugh

Requesting Party: Terrence J. McCabe, Esq.
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, together with the improvements thereon situate in the First Ward of the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwestern intersection of George Street and Thompson Street; thence along George Street, North 56 degrees 10 minutes West, forty (40) feet to an old stake on the Leonard Kantar property line; thence along the Leonard Kantar property line North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe; thence along line of Leonard Kantar property, Robert Davidson property and W.O. Neale property, North 56 degrees 10 minutes West, one hundred fifty (150) feet to an iron pipe at an alley; thence along said alley North 33 degrees 50 minutes East, sixty (60) feet to an iron pipe on the line of Mrs. Larue Peters; thence along line of the said Mrs. Larue Peters, South 56 degrees 10 minutes East, one hundred ninety (190) feet to a mark on stone wall at Thompson Street; thence along Thompson Street South 33 degrees 50 minutes West, one hundred twenty (120) feet to the place of beginning.

Tax Parcel #6-1-H10-277-29

Being Known As: 506 Thompson Street, Curwensville, PA 16833.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SHERRY L. CHESNEY

NO. 03-1495-CD

NOW, May 18, 2005, 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 April 01, 2005, I exposed the within described real estate of Sherry L. Chesney And Alfred H. Chesney, Jr. A/K/A Alfred Chesney to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.86
LEVY	15.00
MILEAGE	4.86
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$210.16

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	61,329.73
INTEREST @ 10.0800 %	4,304.16
FROM 01/30/2004 TO 04/01/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$65,673.89
--------------------------------	--------------------

COSTS:

ADVERTISING	342.22
TAXES - COLLECTOR	561.65
TAXES - TAX CLAIM	4,965.22
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	210.16
LEGAL JOURNAL COSTS	205.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	1,328.00
TOTAL COSTS	\$7,931.75

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