

905-CD  
BENEFICIAL CONSUMER DISCOUNT CO. vs. SANDRA L. PENTZ

**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.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

**Attorney for Plaintiff**

Clearfield County  
Court of Common Pleas

Number **2003-1505-CD**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

**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 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

**FILED**

**OCT 06 2003**

*m 13:00/mm*  
William A. Shaw

Prothonotary/Clerk of Courts

*1 COPY TO SHFF*

*1 COPY TO ATT*

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**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  
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Clearfield County  
Court of Common Pleas

v.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

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 Sandra L. Pentz, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1404 Powell Avenue, Hyde, PA 16843.

3. On 02/09/1999, mortgagor 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 Book as Instrument #199902182.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/09/2003 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.


6. The following amounts are due on the mortgage:

Principal Balance	\$ 40,406.91
Interest 02/09/2003 through 09/30/2003 (Plus \$ 14.94 per diem thereafter)	\$ 10,201.14
Attorney's Fee	\$ 2,020.35
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
 GRAND TOTAL	 \$ 53,178.40

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 based on work actually performed.

8. 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 Defendant by regular mail with certificate of mailing.


WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$53,178.40, together with interest at the rate of \$14.94 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

VERIFICATION

The undersigned, Tom Hawbecker, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT COMPANY ET AL., and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Tom Hawbecker

711723

**MORTGAGE**

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,521.53 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014 ;

☐ 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 LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1863 PAGE 446.

TAX PARCEL IDS: 123-J09-623-122, 123-J09-623-63  
ADDRESS:

1404 POWELL AVENUE  
HYDE, PA 18843

**EXHIBIT "A"**

10-01-98 MTG

FILE COPY



PA001251

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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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower 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.

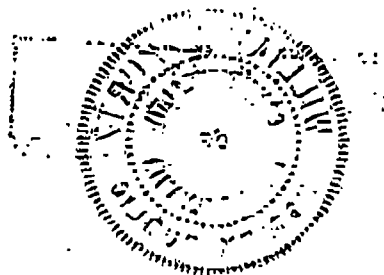
19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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



**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.

Sandra L. Pentz  
SANDRA L. PENTZ

-Borrower

-Borrower

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

BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA 90 BEAVER DRIVE, DUBOIS, PA 15801

On behalf of the Lender. By: WILLIAM L. KURTZ Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA,

County ss: CLEARFIELD

I, WILLIAM L. KURTZ, a Notary Public in and for said county and state, do hereby certify that

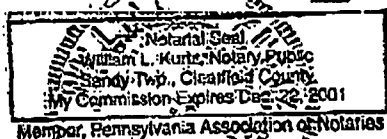
SANDRA L. PENTZ

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

Given under my hand and official seal, this 9TH day of FEBRUARY, 19 99.

My Commission expires:

[Signature]  
Notary Public



This instrument was prepared by:

DAVID W. ALLSHOUSE (Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(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**

**Sheriff Docket #**

**14644**

**VS.**

**03-1505-CD**

**PENTZ, SANDRA L.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW OCTOBER 8, 2003 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. PENTZ, DEFENDANT AT RESIDENCE, 1404 POWELL AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMANDA WISOR, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: COUDRIET/RYEN

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>20.88</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 34405</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 34404</b>

**Sworn to Before Me This**

14<sup>th</sup> Day Of Oct 2003

William A. Shaw

**So Answers,**

Chester A. Hawkins

**Chester A. Hawkins**

**Sheriff**

**FILED**

**OCT 14 2003**

**William A. Shaw**  
**Prothonotary**

*no cc*

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

Attorney for Plaintiff

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

: Clearfield County  
: COURT OF COMMON PLEAS  
:  
:  
:

v.

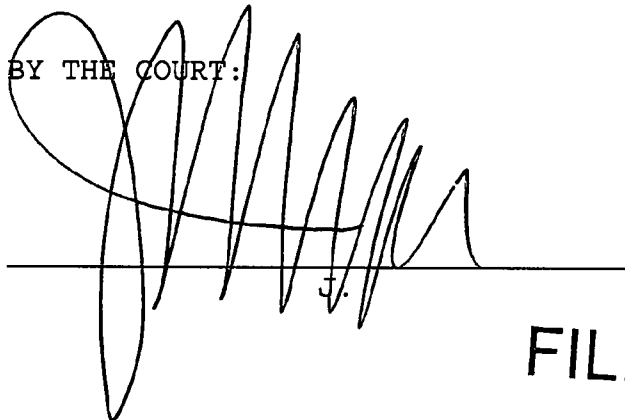
Sandra Pentz

: 2003-1505CD

O R D E R

AND NOW, this 10<sup>th</sup> day of November, 2003,  
the Plaintiff is granted leave to serve the Complaint in Mortgage  
Foreclosure and all other subsequent pleadings that require  
personal service and the Notice of Sheriff's Sale upon the  
Defendant, Sandra Pentz by regular mail and by certified mail,  
return receipt requested, and by posting at the Defendants' last-  
known address and the mortgaged premises known in this herein  
action as 1404 Powell Avenue, Hyde PA 16843.

BY THE COURT:

A large, stylized handwritten signature in black ink, appearing to be 'William A. Shaw', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning and several sharp peaks and valleys.

FILED

NOV 12 2003

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

Attorney for Plaintiff

FILED

NOV 10 2003

William A. Snaw  
Prothonotary/Clerk of Courts

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

: Clearfield County  
: COURT OF COMMON PLEAS  
:  
:  
:

v.

Sandra Pentz

: 2003-1505CD

PETITION TO ALLOW SERVICE ON THE DEFENDANTS  
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING  
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Plaintiff attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Sandra L. Pentz, at the Defendants' last-known address of 1404 Powell Avenue, Hyde, PA 16843. A copy of the Sheriff's Non Service Return indicating the same is attached hereto and marked as Exhibit "A."

2. Plaintiff has searched for a forwarding address for Defendants, and the Post Master has advised that the physical address for PO Box 254 is property, 1404 Powell Ave. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendant; there is an unlisted number in or around the Hyde, PA area for the Defendant, Sandra L. Pentz. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has made inquiry with the neighbor Jason Pentz, 1410 Powell Avenue, (814) 765-0975 left messages with no response. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").


5. Plaintiff has made inquiry of the local tax bureau and the tax bill is mailed to PO Box 254, Hyde, PA 16843. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendant, Sandra Pentz. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendants' Voter Registration Records, and the Clearfield County has advised that the Defendant, Sandra L. Pentz is registered to Vote at property, 1404 Powell Avenue. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendant, Sandra L. Pentz the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Complaint in Mortgage Foreclosure and all other subsequent pleadings that require personal service and the Notice of Sheriff's Sale upon the Defendant, Sandra Pentz by regular mail and by certified mail, return receipt requested, and by posting at the Defendants' last-known address and the mortgaged premises known in this herein action as 1404 Powell Avenue, Hyde PA 16843.

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



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

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Attorney for Plaintiff

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

: Clearfield County  
: COURT OF COMMON PLEAS  
:  
:  
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v.

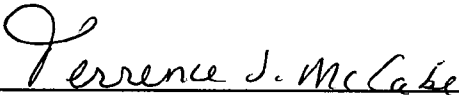
Sandra Pentz

: 2003-1505CD

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE

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

---

Attorney for Plaintiff

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

: Clearfield County  
: COURT OF COMMON PLEAS  
:

v.

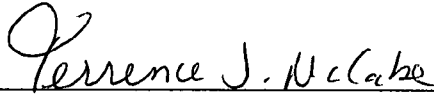
Sandra Pentz

: 2003-1505CD

CERTIFICATION OF SERVICE

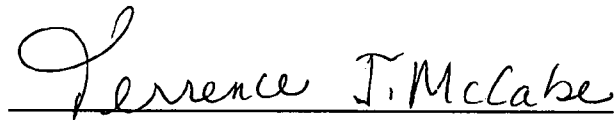
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff,  
hereby certify that I served a true and correct copy of the  
foregoing Petition to Allow Service on the Defendants by Regular  
Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by  
United States Mail, first class, postage prepaid, on the 6<sup>th</sup> day  
of ,November 2003, upon the following:

Sandra Pentz  
1404 Powell Avenue  
Hyde, PA 16843

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE

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. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Identification Number 16496**

**First Union Building**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

**(215) 790-1010**

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

V.

Sandra L. Pentz

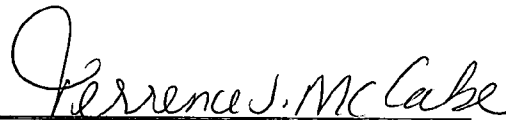
Clearfield County  
Court of Common Pleas

Number 2003-1505CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

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



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED**

2-04

DEC 11 2003

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, 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.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

Attorney for Plaintiff 12-11-03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*William L. Hanson*  
Deputy Prothonotary

Clearfield County  
Court of Common Pleas

Number 2003-1505-C0

**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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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 PUEDE PROPORCIONAR CON INFORMACION 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

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

OCT 06 2003

Attest.

*William L. Hanson*  
Prothonotary/  
Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**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

Clearfield County  
Court of Common Pleas

v.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

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 Sandra L. Pentz, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1404 Powell Avenue, Hyde, PA 16843.

3. On 02/09/1999, mortgagor 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 Book as Instrument #199902182.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/09/2003 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.

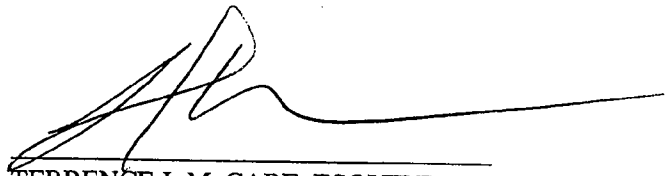
6. The following amounts are due on the mortgage:

Principal Balance	\$	40,406.91
Interest 02/09/2003 through 09/30/2003 (Plus \$ 14.94 per diem thereafter)	\$	10,201.14
Attorney's Fee	\$	2,020.35
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	53,178.40

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 based on work actually performed.

8. 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 Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$53,178.40, together with interest at the rate of \$14.94 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

VERIFICATION

The undersigned, Tom Hawbecker, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT COMPANY ET AL., and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tom Hawbecker  
Tom Hawbecker



711723

**MORTGAGE**

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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 90 BEAVER DRIVE, SUITE 114 C. DUBOIS, PA 15801  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,621.53 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014;

☐ 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 LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1803 PAGE 446.

TAX PARCEL IDS: 123-J09-623-122, 123-J09-623-63  
ADDRESS:

1404 POWELL AVENUE  
HYDE, PA 16843

EXHIBIT "A"

10-01-98 MTG

FILE COPY



PA001251

-2-

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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower 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.



-3-

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.



-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.



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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.

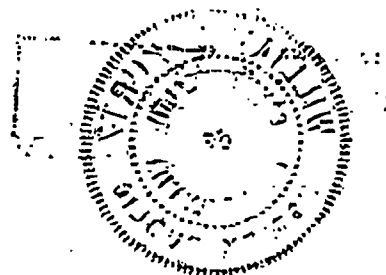
19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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



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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.

*Sandra L. Pentz*  
SANDRA L. PENTZ -Borrower

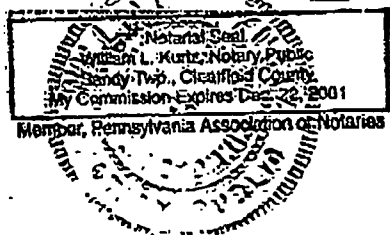
-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA 90 BEAVER DRIVE, DUBOIS, PA 15801  
On behalf of the Lender. By: WILLIAM L. KURTZ Title: MANAGER  
COMMONWEALTH OF PENNSYLVANIA, County ss: CLEARFIELD

I, WILLIAM L. KURTZ, a Notary Public in and for said county and state, do hereby certify that SANDRA L. PENTZ personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that S he signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of FEBRUARY, 19 99.

My Commission expires:



*William L. Kurtz*  
Notary Public

This instrument was prepared by:

*David W. Allshouse*  
DAVID W. ALLSHOUSE (Name)

90 BEAVER DRIVE, DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

Date: 10/06/2003

Clearfield County Court of Common Pleas

NO. 1867179

Time: 03:11 PM

Receipt

Page 1 of 1

Received of: McCabe, Weisberg & Co.

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2003-01505-CD	Plaintiff: Beneficial Consumer Discount Company	Amount
Civil Complaint		85.00
<b>Total:</b>		<b>85.00</b>

Check: 34403

Payment Method: Check

Amount Tendered: 85.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**PENTZ, SANDRA L.**

**Sheriff Docket # 14644**

**03-1505-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW DECEMBER 17, 2003 AT 9:39 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF SANDRA L. PENTZ, DEFENDANT AT 1404 POWELL AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA.

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>11.88</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 36952</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 36951</b>

**Sworn to Before Me This**

**20<sup>th</sup> Day Of Jan. 2004**  
*William A. Shaw*

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

**So Answers,**

*Chester A. Hawkins*  
**Chester A. Hawkins**  
Sheriff

**FILED**

**JAN 20 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, 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.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

**COP**  
Attorney for Plaintiff

12-11-03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*William L. Shaw*  
Deputy Prothonotary

Clearfield County  
Court of Common Pleas

Number 2003-1505-C0

**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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**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

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

OCT 06 2003

Attest.

*William L. 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, Pennsylvania 19109**  
**(215) 790-1010**

**Attorney for Plaintiff**

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.

Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

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 Sandra L. Pentz, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1404 Powell Avenue, Hyde, PA 16843.
3. On 02/09/1999, mortgagor 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 Book as Instrument #199902182.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/09/2003 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.

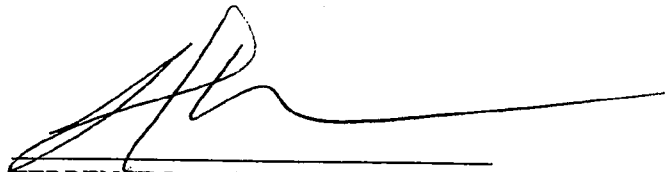
6. The following amounts are due on the mortgage:

Principal Balance	\$	40,406.91
Interest 02/09/2003 through 09/30/2003 (Plus \$ 14.94 per diem thereafter)	\$	10,201.14
Attorney's Fee	\$	2,020.35
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	53,178.40

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 based on work actually performed.

8. 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 Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$53,178.40, together with interest at the rate of \$14.94 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

VERIFICATION

The undersigned, Tom Hawbecker, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT COMPANY ET AL., and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tom Hawbecker  
Tom Hawbecker

711723

**MORTGAGE**

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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 90 BEAVER DRIVE, SUITE 114 C. DUBOIS, PA 15801  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,521.53 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014;

☐ 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 LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1863 PAGE 446.

TAX PARCEL IDS: 123-J09-623-122, 123-J09-623-63  
ADDRESS:

1404 POWELL AVENUE  
HYDE, PA 18843

**EXHIBIT "A"**

10-01-98 MTG

FILE COPY



PA001251

-2-

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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower 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.



-3-

**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.



-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.





-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.

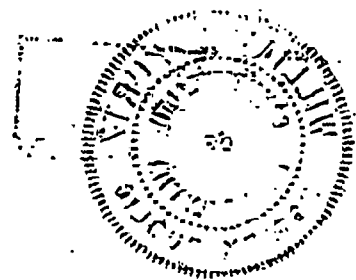
19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

*Sandra L. Pentz*  
SANDRA L. PENTZ -Borrower

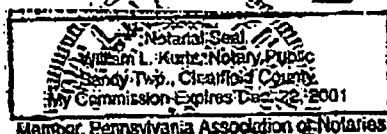
-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA 90 BEAVER DRIVE, DUBOIS, PA 15801  
On behalf of the Lender. By: WILLIAM L. KURTZ Title: MANAGER  
COMMONWEALTH OF PENNSYLVANIA. County SEE CLEARFIELD

I, WILLIAM L. KURTZ, a Notary Public in and for said county and state, do hereby certify that SANDRA L. PENTZ personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that S he signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of FEBRUARY, 19 99.

My Commission expires:



*William L. Kurtz*  
Notary Public

This instrument was prepared by:  
*David W. Allshouse*  
DAVID W. ALLSHOUSE (Name)

90 BEAVER DRIVE, DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



Date: 10/06/2003

Clearfield County Court of Common Pleas

NO. 1867179

Time: 03:11 PM

Receipt

Page 1 of 1

Received of: McCabe, Weisberg & Co.

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2003-01505-CD

Plaintiff: Beneficial Consumer Discount Company

Amount

Civil Complaint

85.00

**Total:**

**85.00**

Check: 34403

Payment Method: Check

Amount Tendered: 85.00

William A. Shaw, Prothonotary/Clerk of Courts

By:

Deputy Clerk

Clerk: BILLSHAW

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

Attorney for Plaintiff

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

v.

Sandra L. Pentz

Clearfield County  
Court of Common Pleas

Number 2003-1505-CV

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF Clearfield County :

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on December 16, 2003, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Sandra L. Pentz, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of 1404 Powell Avenue, Hyde PA 16843. True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A."

**FILED**

**FEB 06 2004**

William A. Shaw  
Prothonctary/Clerk of Courts

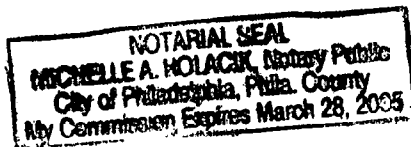
3. That on the Date of December 17, 2003 in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Sandra L. Pentz, by posting the same at the mortgage premises of 1404 Powell Avenue, Hyde Clearfield County Pennsylvania. True and correct copy of the Affidavit of Service indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS <sup>4<sup>th</sup></sup> DAY  
OF February, 2004.

Michelle A. Holack  
NOTARY PUBLIC



**(Domestic Mail Only; No Insurance Coverage Provided)**

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

Rece

EXHIBIT

STAMPED: "FLORIDA PHILADELPHIA 1876" (Circular postmark)

1162 U.S. POSTAGE PB2232577  
7014 \$00.90 DEC 16 03  
4684 FROM ZIP CODE 19109

Ref	urn	Rec	ceipt
-----	-----	-----	-------

Postage	\$ 8.83
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.88</b>

Sent To Sandra Pentz  
Street, Apt. No., or PO Box No. 1404 Lowell Avenue  
City, State, Zip Hyde, PA 16843  
PS Form 3800, May 2000 See Reverse for Instructions

De!

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

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

PENTZ, SANDRA L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14644

03-1505-CD

COPY

**SHERIFF RETURNS**

NOW DECEMBER 17, 2003 AT 9:39 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF SANDRA L. PENTZ, DEFENDANT AT 1404 POWELL AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA.

**Return Costs**

Cost	Description
11.88	SHERIFF HAWKINS PAID BY: ATTY CK# 36952
10.00	SURCHARGE PAID BY: ATTY CK# 36951

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2004

So Answered

*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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

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	\$53,178.40
Interest from 10/1/03-3/25/04	<u>\$ 2,629.44</u>
TOTAL	\$55,807.84

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

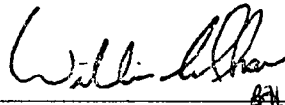
AND NOW, this 29<sup>th</sup> day of March, 2004,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), Sandra L. Pentz and damages are assessed in the amount of \$55,807.84, plus interest and costs.

BY THE PROTHONOTARY:

FILED

MAR 29 2004

William A. Shaw  
Prothonotary/Clerk of Courts

  
831



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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

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".

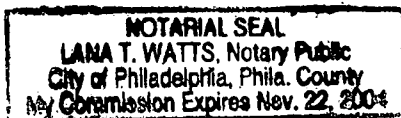
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 25th DAY

OF March, 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  
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the 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 the respective addresses:

Sandra L. Pentz

1404 Powell Avenue  
Hyde, PA 16843

SWORN TO AND SUBSCRIBED

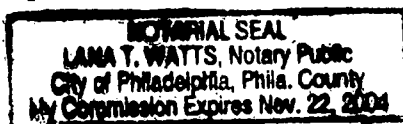
BEFORE ME THIS 25th DAY

OF March, 2004

  
Notary Public



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



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 black ink, appearing to read 'T. McCabe', is written above a double horizontal line.

TERRENCE J. McCABE, ESQUIRE

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

**William A. Shaw  
Prothonotary**

January 20, 2004

To: Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

**EXHIBIT "A"**

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

vs.

Sandra L. Pentz

Clearfield County  
Court of Common Pleas

Number 2003-1505 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  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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 INFORMACION 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

---

**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

To: Sandra L. Pentz  
1404 Powell Avenue  
Hyde, PA 16843

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

NOTICE

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

 3/29/04  
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

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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2003-01505-CD

Real Debt: \$55,807.84

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sandra L. Pentz  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 29, 2004

Expires: March 29, 2009

Certified from the record this 29th day of March, 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

**Praeipie 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.

Sandra L. Pentz

2003-1505-CD

NO.

TERM

**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 Sandra L. Pentz

Of defendant(s) and

3. Against the following property in the hands of (name) \_\_\_\_\_

Sandra L. Pentz

4. And index this writ;

(a) against Sandra L. Pentz Defendant(s) and

(b) against \_\_\_\_\_ as Garnishee

As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, 1404 Powell Avenue, Hyde, PA 16843

(Specifically described property)

(If space insufficient, attach extra sheets)

**FILED**

**MAR 29 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

5. Amount Due

\$ 55,807.84

Interest from 3/26/04-sale date

\$ \_\_\_\_\_

Costs (to be added)

\$ \_\_\_\_\_

*132.00 Prothonotary Costs*



TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff(s)

2003-1505-CD

NO. \_\_\_\_\_ TERM \_\_\_\_\_

RECEIVED WRIT THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ A.D.

NO. \_\_\_\_\_ TERM \_\_\_\_\_

AT \_\_\_\_\_ M

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

Sheriff

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

(MORTGAGE FORECLOSURE)

VS.

Sandra L. Pentz

EXECUTION DEBT 55,807.84

Praeipie for Writ of  
Execution

INTEREST FROM  
3/26/04-sale  
date

PROTHONOTARY 132.00

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



Attorney for Plaintiff(s)



LEGAL DESCRIPTION

THE FIRST THEREOF ALL THAT CERTAIN LOT SITUATED IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING A PART OF THE PLAN OF THE STEEL & IRON WORKS ADDITION TO CLEARFIELD.

BEING LOT NO. 13 IN BLOCK 33 ON SAID PLAN AND BEING FORTY(40) FEET ON POWELL AVENUE AND EXTENDING ONE HUNDRED TWENTY(120) FEET TO AN ALLEY; AND BEING MORE PARTICULARLY BOUNDED AS FOLLOWS; ON THE NORTH BY LOT NO. 12 ON THE EAST BY THE ALLEY; ON THE SOUTH LOT NO. 14; AND ON THE WEST BY POWELL AVENUE.

BEING THE SAME PREMISE AS WAS CONVEYED TO THEODORE A. CONDON AND HELEN HURLEY CONDON, HIS WIFE BY DEED OF W. WALLACE SMITH, ET AL DATED JULY 8, 1949 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 400, PAGE 78.

AND

THE SECOND THEREOF ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED AT HYDE CITY, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN IN THE PLAN OF THE STEEL AND IRON WORKS ADDITION TO CLEARFIELD, RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY ON THE 16<sup>TH</sup> DAY OF SEPTEMBER, 1902, IN MISCELLANEOUS BOOK "S", PAGE 515 AS LOT NUMBER 14, IN BLOCK 33, SAID LOT FRONTING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING IN DEPTH ONE HUNDRED TWENTY (120) FEET TO AN ALLEY.

BEING THE SAME PREMISES AS WERE CONVEYED TO THEODORE A. CONDON, AND HELEN H. CONDON, HUSBAND AND WIFE BY DEED OF ELIZABETH R. SMITH, WIDOW, DATED APRIL 2, 1973 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 687, PAGE 329.

**Parcel ID #J09-623-0063 and J09-623-00122**

**Being Known As: 1404 Powell Avenue, Hyde, PA 16843.**

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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-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 1404 Powell Avenue, Hyde, PA 16843, 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
Sandra L. Pentz	1404 Powell Avenue Hyde, PA 16843

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

Name	Address
Sandra L. Pentz	1404 Powell Avenue Hyde, PA 16843

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.

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

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

Name	Address
Plaintiff herein.	
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, 90 Beaver Drive, Suite 114 C. Dubois, PA 15801.	
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania P.O. Box 8621, Elmhurst, IL 60126	

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
------	---------

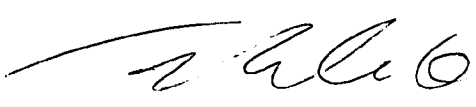
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenant(s)	1404 Powell Avenue, Hyde, PA 16843
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 25, 2004

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

# EXHIBIT "A"

## LEGAL DESCRIPTION

THE FIRST THEREOF ALL THAT CERTAIN LOT SITUATED IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING A PART OF THE PLAN OF THE STEEL & IRON WORKS ADDITION TO CLEARFIELD.

BEING LOT NO. 13 IN BLOCK 33 ON SAID PLAN AND BEING FORTY(40) FEET ON POWELL AVENUE AND EXTENDING ONE HUNDRED TWENTY(120) FEET TO AN ALLEY; AND BEING MORE PARTICULARLY BOUNDED AS FOLLOWS; ON THE NORTH BY LOT NO. 12 ON THE EAST BY THE ALLEY; ON THE SOUTH LOT NO. 14; AND ON THE WEST BY POWELL AVENUE.

BEING THE SAME PREMISE AS WAS CONVEYED TO THEODORE A. CONDON AND HELEN HURLEY CONDON, HIS WIFE BY DEED OF W. WALLACE SMITH, ET AL DATED JULY 8, 1949 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 400, PAGE 78.

AND

THE SECOND THEREOF ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED AT HYDE CITY, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN IN THE PLAN OF THE STEEL AND IRON WORKS ADDITION TO CLEARFIELD, RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY ON THE 16<sup>TH</sup> DAY OF SEPTEMBER, 1902, IN MISCELLANEOUS BOOK "S", PAGE 515 AS LOT NUMBER 14, IN BLOCK 33, SAID LOT FRONTING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING IN DEPTH ONE HUNDRED TWENTY (120) FEET TO AN ALLEY.

BEING THE SAME PREMISES AS WERE CONVEYED TO THEODORE A. CONDON, AND HELEN H. CONDON, HUSBAND AND WIFE BY DEED OF ELIZABETH R. SMITH, WIDOW, DATED APRIL 2, 1973 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 687, PAGE 329.

Parcel ID #J09-623-0063 and J09-623-00122

Being Known As: 1404 Powell Avenue, Hyde, PA 16843.

**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.: 2003-01505-CD

Sandra L. Pentz

**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 SANDRA L. PENTZ, 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: \$55,807.84

PAID: \$132.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/29/2004

\_\_\_\_\_  
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

LEGAL DESCRIPTION

THE FIRST THEREOF ALL THAT CERTAIN LOT SITUATED IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING A PART OF THE PLAN OF THE STEEL & IRON WORKS ADDITION TO CLEARFIELD.

BEING LOT NO. 13 IN BLOCK 33 ON SAID PLAN AND BEING FORTY(40) FEET ON POWELL AVENUE AND EXTENDING ONE HUNDRED TWENTY(120) FEET TO AN ALLEY; AND BEING MORE PARTICULARLY BOUNDED AS FOLLOWS; ON THE NORTH BY LOT NO. 12 ON THE EAST BY THE ALLEY; ON THE SOUTH LOT NO. 14; AND ON THE WEST BY POWELL AVENUE.

BEING THE SAME PREMISE AS WAS CONVEYED TO THEODORE A. CONDON AND HELEN HURLEY CONDON, HIS WIFE BY DEED OF W. WALLACE SMITH, ET AL DATED JULY 8, 1949 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 400, PAGE 78.

AND

THE SECOND THEREOF ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED AT HYDE CITY, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN IN THE PLAN OF THE STEEL AND IRON WORKS ADDITION TO CLEARFIELD, RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY ON THE 16<sup>TH</sup> DAY OF SEPTEMBER, 1902, IN MISCELLANEOUS BOOK "S", PAGE 515 AS LOT NUMBER 14, IN BLOCK 33, SAID LOT FRONTING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING IN DEPTH ONE HUNDRED TWENTY (120) FEET TO AN ALLEY.

BEING THE SAME PREMISES AS WERE CONVEYED TO THEODORE A. CONDON, AND HELEN H. CONDON, HUSBAND AND WIFE BY DEED OF ELIZABETH R. SMITH, WIDOW, DATED APRIL 2, 1973 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 687, PAGE 329.

**Parcel ID #J09-623-0063 and J09-623-00122**

**Being Known As: 1404 Powell Avenue, Hyde, PA 16843.**

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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 17<sup>th</sup> DAY OF MAY, 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."

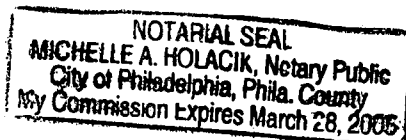


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 17<sup>th</sup> DAY OF  
MAY, 2004.



NOTARY PUBLIC



FILED

MAY 20 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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-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 1404 Powell Avenue, Hyde, PA 16843, a copy of the description of said property is attached hereto and marked Exhibit "A."

- Name and address of Owner(s) or Reputed Owner(s):  
Name Address  
  
Sandra L. Pentz 1404 Powell Avenue  
Hyde, PA 16843
- Name and address of Defendant(s) in the judgment:  
Name Address  
  
Sandra L. Pentz 1404 Powell Avenue  
Hyde, PA 16843
- 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.  
  
Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania  
P.O. Box 8621, Elmhurst, IL 60126
- Name and address of the last recorded holder of every mortgage of record:  
Name Address  
  
Plaintiff herein.  
  
Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania,  
90 Beaver Drive, Suite 114, C. Dubois, PA 15801.  
  
Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania  
P.O. Box 8621, Elmhurst, IL 60126



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)

1404 Powell Avenue,  
Hyde, PA 16843

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.

May 17, 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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

DATE: May 17, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sandra L. Pentz

PROPERTY: 1404 Powell Avenue, Hyde, PA 16843

IMPROVEMENTS: Residential Dwelling.

The above-captioned property is scheduled to be sold at the Sheriff's Sale on JULY 2, 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 and Address of Sender  
**MCCABE, WEISBERG AND CONWAY, P.C.**  
FIRST UNION BUILDING  
123 SOUTH BROAD STREET  
SUITE 2080  
PHILADELPHIA, PA 19109

Check type of mail or service:

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

Attach 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	SC Fee	SH Fee	RD Fee	RR Fee
1.	Bene v. Pentz, S Sandra L. Pentz 1404 Powell Avenue Hyde, PA 16843											
2.	Beneficial Consumer Discount Company c/o Beneficial Mortgage Company of Pennsylvania P.O. Box 8621 Elmhurst, IL 60126											
3.	Beneficial Consumer Discount Company c/o Beneficial Mortgage Company of Pennsylvania 90 Beaver Drive Suite 114 C Dubois, PA 15801											
4.	Tenant(s) 1404 Powell Avenue Hyde, PA 16843											
5.	Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
6.	Commonwealth of Pennsylvania Department of Welfare P.O. Box 2673 Harrisburg, PA 17105											
7.												
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)									

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

EXHIBIT "B"

Delivery Charge  
Signature

U.S. POSTAGE  
\$01.80  
MAY 17 04  
PB 2232577  
19109

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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

AFFIDAVIT OF SERVICE

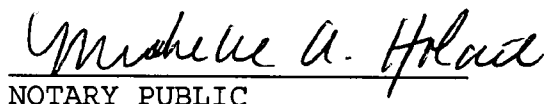
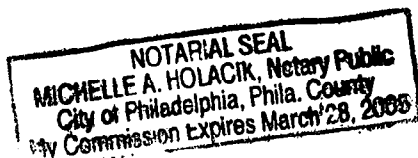
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 18<sup>th</sup> DAY OF JUNE, 2004, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 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 18<sup>th</sup> DAY OF  
JUNE, 2004.

  
NOTARY PUBLIC

FILED  
m/s: 1987  
JUN 25 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. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

AMENDED 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 1404 Powell Avenue, Hyde, PA 16843, a copy of the description of said property is attached hereto and marked Exhibit "A."

- Name and address of Owner(s) or Reputed Owner(s):  
Name Address  
  
Sandra L. Pentz 1404 Powell Avenue  
Hyde, PA 16843
- Name and address of Defendant(s) in the judgment:  
Name Address  
  
Sandra L. Pentz 1404 Powell Avenue  
Hyde, PA 16843
- 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.  
  
Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania  
P.O. Box 8621, Elmhurst, IL 60126  
  
Credit One LLC 3619 18<sup>th</sup> Street  
Metairie, LA 70002
- Name and address of the last recorded holder of every mortgage of record:  
Name Address  
  
Plaintiff herein.  
  
Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania,  
90 Beaver Drive, Suite 100 C. Dubois, PA 15801.

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

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)	1404 Powell Avenue, Hyde, PA 16843
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.

June 18, 2004

DATE



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

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 vs. Sandra L. Pentz	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 2003-1505-CD
---	--

DATE: May 17, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sandra L. Pentz

PROPERTY: 1404 Powell Avenue, Hyde, PA 16843

IMPROVEMENTS: Residential Dwelling.

The above-captioned property is scheduled to be sold at the Sheriff's Sale on JULY 2, 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 **McCabe, WE BBERG AND CONWAY, FIRST UNION BUILDING** Check type of mail or service:

**123 SOUTH BROAD STREET  
SUITE 2080  
PHILADELPHIA, PA 19109**

- ☐ 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)  
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	SC Fee	SH Fee	RD Fee	RR Fee
1.	Bene v. Pentz, S. Credit One LLC 3619 18 <sup>th</sup> Street Metairie, LA 70002											
2.												
3.												
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)									

PS Form 3877, February 2002 (Page 1 of 2)

N.Y.

Complete by Typewriter, Ink, or Ballpoint Pen

EXHIBIT B

See Privacy Act Statement on Reverse

Delivery  
Signature

1262 2232577  
7039 \$0.25  
4850 19109  
JUN 18 04



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

Sheriff Docket # 15552

**BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 03-1505**

**VS.**

**PENTZ, SANDRA L.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MAY 13, 2004 @ 9:25 A.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 JULY 2, 2004 WAS SET.**

**NOW, MAY 13, 2004 @ 9:25 A.M. O'CLOCK SERVED SANDRA L. PENTZ, DEFENDANT, AT HER RESIDENCE 1404 POWELL AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA L. PENTZ, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 20, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE TO AUGUST 6, 2004.**

**NOW, AUGUST 6, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, AUGUST 16, 2004 BILLED THE ATTORNEY FOR ADDITIONAL COSTS DUE.**

**NOW, AUGUST 30, 2004 RECEIVED A CHECK FROM THE PLAINTIFF'S ATTORNEY FOR ADDITIONAL COSTS DUE.**

**NOW, DECEMBER 30, 2004 PAID THE COSTS FROM THE ADVANCE AND ADDITIONAL CHECK FROM THE ATTORNEY.**

**NOW, JANUARY 3, 2005 RETURNED WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JANUARY 3, 2005 A DEED WAS FILED.**

**FILED**

OK

**JAN 03 2005**

William A. Shaw

Prothonotary/Clerk of Courts

PD  
5.00

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

Sheriff Docket # 15552

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 03-1505

VS.

PENTZ, SANDRA L.

WRIT OF EXECUTION

REAL ESTATE

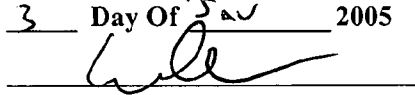
**SHERIFF RETURNS**

SHERIFF HAWKINS \$192.18

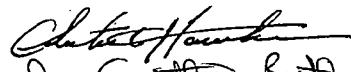

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

3 Day Of JAN 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.: 2003-01505-CD

Sandra L. Pentz

**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 SANDRA L. PENTZ, 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: \$55,807.84

PAID: \$132.00

INTEREST: \$

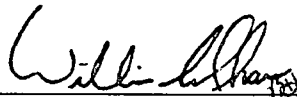
SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/29/2004



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day

of March A.D. 2004

At 3:45 A.M./P.M.

Chester C. Hawkins

Sheriff by Cynthia Butler-Aughenbaugh

Requesting Party: Terrence J. McCabe, Esq.

123 S. Broad St., Ste. 2080

Philadelphia, PA 19109

(215) 790-1010

LEGAL DESCRIPTION

THE FIRST THEREOF ALL THAT CERTAIN LOT SITUATED IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING A PART OF THE PLAN OF THE STEEL & IRON WORKS ADDITION TO CLEARFIELD.

BEING LOT NO. 13 IN BLOCK 33 ON SAID PLAN AND BEING FORTY(40) FEET ON POWELL AVENUE AND EXTENDING ONE HUNDRED TWENTY(120) FEET TO AN ALLEY; AND BEING MORE PARTICULARLY BOUNDED AS FOLLOWS; ON THE NORTH BY LOT NO. 12 ON THE EAST BY THE ALLEY; ON THE SOUTH LOT NO. 14; AND ON THE WEST BY POWELL AVENUE.

BEING THE SAME PREMISE AS WAS CONVEYED TO THEODORE A. CONDON AND HELEN HURLEY CONDON, HIS WIFE BY DEED OF W. WALLACE SMITH, ET AL DATED JULY 8, 1949 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 400, PAGE 78.

AND

THE SECOND THEREOF ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED AT HYDE CITY, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN IN THE PLAN OF THE STEEL AND IRON WORKS ADDITION TO CLEARFIELD, RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY ON THE 16<sup>TH</sup> DAY OF SEPTEMBER, 1902, IN MISCELLANEOUS BOOK "S", PAGE 515 AS LOT NUMBER 14, IN BLOCK 33, SAID LOT FRONTING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING IN DEPTH ONE HUNDRED TWENTY (120) FEET TO AN ALLEY.

BEING THE SAME PREMISES AS WERE CONVEYED TO THEODORE A. CONDON, AND HELEN H. CONDON, HUSBAND AND WIFE BY DEED OF ELIZABETH R. SMITH, WIDOW, DATED APRIL 2, 1973 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 687, PAGE 329.

**Parcel ID #J09-623-0063 and J09-623-00122**

**Being Known As: 1404 Powell Avenue, Hyde, PA 16843.**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SANDRA L. PENTZ

NO. 03-1505-CD

NOW, January 03, 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 August 06, 2004, I exposed the within described real estate of Pentz, Sandra L. 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	3.00
LEVY	15.00
MILEAGE	3.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
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                    \$192.18**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	55,807.84
INTEREST @	0.00
FROM TO 08/06/2004	

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

**TOTAL DEBT AND INTEREST                    \$55,807.84**

**COSTS:**

ADVERTISING	380.82
TAXES - COLLECTOR	257.73
TAXES - TAX CLAIM	2,029.40
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	192.18
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	16.00

**TOTAL COSTS                                    \$3,519.63**

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

FAX (215) 790-1274

TERRENCE J. McCABE

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020SUITE 5225  
500 FIFTH AVENUE  
NEW YORK, NY 10110  
(212) 575-1010  
FAX (212) 575-2537Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage  
Company of Pennsylvania vs. Sandra L. Pentz  
Property: 1404 Powell Avenue, Hyde, PA 16843  
Civil Docket Number: 2003-1505-CD

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the JULY 2, 2004 Sheriff's Sale. I am requesting at this time that you postpone this matter to the AUGUST 6, 2004 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,



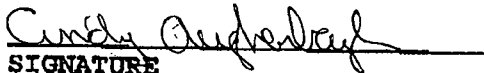
TERRENCE J. McCABE

TJM/gm

Enclosures

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915

SHERIFF'S OFFICE-RECEIVED BY:

  
SIGNATURE7-1-04  
DATE