

04-48-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY vs. TERRENCE E.

MCKENRICK
et al

Beneficial et al vs. Terrence McKenrick et al
2004-48-CD

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO. 04-48-CD
Plaintiff :
: vs. : ACTION IN MORTGAGE
: : FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

NOTICE

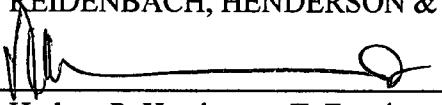
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

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

REIDENBACH, HENDERSON & PECHT

By: 

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

FILED

JAN 12 2004

William A. S... /
Prothonotary/Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO.
Plaintiff :
: :
vs. : ACTION IN MORTGAGE
: FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

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

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

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

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO.
Plaintiff :
vs. : ACTION IN MORTGAGE
TERRENCE E. MCKENRICK : FORECLOSURE
DONNA L. MCKENRICK :
Defendants :

COMPLAINT

1. Plaintiff is

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

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

Terrence E. McKenrick	Donna L. McKenrick
2630 Bell Run Road	2630 Bell Run Road
Grampian, PA 16838	Grampian, PA 16838

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

3. On February 22, 2002, Mortgagors made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200202934. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit "B".
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due July 27, 2003 and each month thereafter are due and unpaid, and by the

terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$67,831.86
Interest through 1/9/04	\$ 5,322.38
(Per Diem \$17.24)	
Attorney Fees	\$ 3,657.71
Cost of Title Search	\$ 110.00
TOTAL	\$76,921.95

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

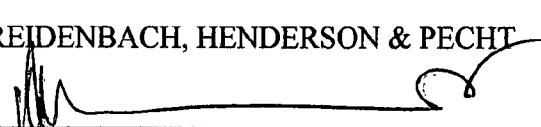
8. The Combined Notice has been sent to the Defendant by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

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

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

WHEREFORE, Plaintiff demand an in rem Judgment against Defendants in the sum of \$76,921.95, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

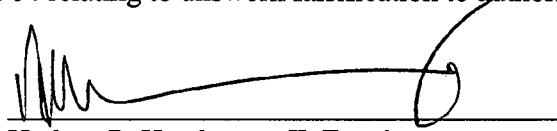
REIDENBACH, HENDERSON & PECHT

By: 

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

VERIFICATION

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



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

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

200202934
RECORDED ON
Feb 25, 2002
1:02:01 PM

Total Pages: /

711707 - 00570487

MORTGAGE

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

THIS MORTGAGE is made this day 22ND of FEBRUARY 2002, between the
Mortgagor, TERRENCE E. MCKENRICK AND DONNA L. MCKENRICK, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1995 S. ATHERTON ST., STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 68,518.34, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 22, 2002 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 22, 2022:

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 PENN IN
THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA,
BEING MORE FULLY DESCRIBED IN A DEED DATED 08/20/1987 AND
RECORDED 08/20/1987, AMONG THE LAND RECORDS OF THE COUNTY
AND STATE SET FORTH ABOVE, IN DEED VOLUME 1177 AND PAGE
167, TAX MAP OR PARCEL ID NO.: 125-E10-5
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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

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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.

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.

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

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

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

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

18. Borrower's Right to Reinstate. 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

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* ORIGINAL

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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* ORIGINAL

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.

Terrence E. McKenrick
TERRENCE E MCKENRICK Borrower
Donna L. McKenrick
DONNA L MCKENRICK Borrower

I hereby certify that the precise address of the Lender (Mortgagor) is:
1995 S ATHERTON ST STATE COLLEGE, PA 16801

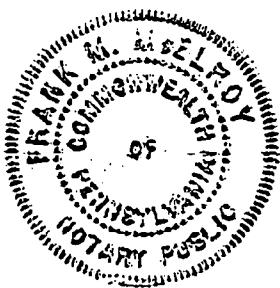
On behalf of the Lender. By: HELENE SHECKLER *Heleen Sheckler* Title: SA
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, FRANK M. McELROY a Notary Public in and for said county and state, do hereby certify that TERRENCE E MCKENRICK AND DONNA L MCKENRICK, HUSBAND AND WIFE

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

Given under my hand and official seal, this 22ND day of FEBRUARY, 2002.

My Commission expires:



Notary Seal
Frank M. McElroy, Notary Public
College Twp., Centre County
My Commission Expires Nov. 7, 2005
Member, Pennsylvania Association of Notaries

Frank M. McElroy
Notary Public

This instrument was prepared by:
BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
(Name)

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

03-01-01 MTG

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

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* ORIGINAL

EXHIBIT B

This Indenture

Made the 20th day of August 1987.

Between MARY B. MCKENRICK, a/k/a MARY B. MCKENDRICK, an individual, of 6354 Cooke Road, Byron, New York 14422, hereinafter referred to as "GRANTOR",

party of the first part and
TERRENCE E. MCKENRICK and DONNA L. MCKENRICK, husband and wife, of
65 McElree Road, Washington, Pennsylvania 15301, hereinafter
referred to as "GRANTEEES",

parties of the second part:
Witnesseth, that the said party of the first part, in consideration of the sum of
One (\$1.00) Dollar -----

to her now paid by the said parties of the second part, does grant, bargain, sell
and convey unto the said parties of the second part, their heirs and assigns,

All those certain pieces of land situate in Penn Township,
Clearfield County, Pennsylvania, bounded and described as
follows:

THE FIRST THEREOF: BEGINNING at a point on land of E.
A. Irwin on the East side of Bell Run, and nearly oppo-
site the mouth of small run on the West side thereof;
thence by a line North 21 degrees West Two hundred and
Twenty-Two (222) feet to a post by small run; thence by
line of lots North 41 degrees East forty (40) feet to
post corner of the Mrs. Edward Spencer; thence by the
said Spencer and other lots North 14 degrees East; Two
Hundred and Forty-One (241) feet to a post; thence South
65 degrees East along road to lands of E.A. Irwin thence
down Bell Run by lands of E.A. Irwin to place of
beginning. Containing about one (1) acre more or less.

EXCEPTING AND RESERVING a parcel of land conveyed by
Smith J. McKendrick and Mary B. McKendrick to James L.
Buck and Donna M. Buck by deed dated November 17, 1983,
recorded in Clearfield County Deed Book 918, page 08,
consisting of 0.270 acre.

11/11/1987

vol 117 pg 168

FURTHER EXCEPTING AND RESERVING the coal together with the usual rights and privileges to dig, mine and recover the same by deed from Thomas Wall and Eliza Wall to Isaac B. Norris dated March 24, 1894, recorded in Clearfield County Deed Book 84, page 102.

BEING the same premises conveyed to Smith J. McKenrick and Mary B. McKenrick by deed dated April 26, 1953, recorded in Clearfield County Deed Book 445, page 473.

THE SECOND THEREOF: BEGINNING at an old iron pin on line of lot of Smith J. and Mary B. McKenrick, the same being the southeast corner of lot of James L. and Donna M. Buck, the land or lot of which the lot herein described is a part; thence by lot now owned by Smith J. and Mary B. McKenrick, (formerly the Mary Spencer lot) North 60° 28' W for a distance of 132.0 feet to a corner on the right of way of Township Road Route Number T-641; thence by the right of way of said road, North 33° 36' East for a distance of 25.2 feet to an iron pin; thence through the lot of said James L. and Donna M. Buck for a new line, South 63° 14' East for a distance of 123.7 feet to an iron pin on the line of land of Smith J. and Mary R. McKenrick; thence by said line, South 17° 19' West for a distance of 31.9 feet to an iron pin and the place of beginning. Containing in all 0.083 acres.

EXCEPTING AND RESERVING all coal or coal rights more specifically described in a deed from I.B. Norris and Annie Norris to Leona Donahue by deed dated September 4, 1897, recorded in Clearfield County Deed Book 189, page 155.

FURTHER EXCEPTING AND RESERVING all oil and gas with rights incident to the removal thereof as set forth in a deed from Maldon E. Wall and Ruby A. Wall to James M. McCartney and Edith M. McCartney dated January 14, 1961, recorded in Clearfield County Deed Book 487, page 346.

BEING the same premises conveyed to Smith J. McKenrick and Mary B. McKenrick by deed dated November 17, 1943, from James L. Buck and Donna M. Buck, which deed was recorded in Clearfield County Deed Book 918, page 03.

THE THIRD THEREOF: BEGINNING at a post, corner of line of street, or public road; thence North twenty-five (25) degrees, East seventy (70) feet, along said street, or road, to corner of lot No. 3; thence by said lot, South Sixty-five (65°) degrees East, One Hundred and Eighteen and three-fourths (118 3/4) feet, to a post; thence South fourteen (14°) degrees West, Seventy-One (71) feet, to a post on corner of lot No. 5; thence by said last mentioned lot, North sixty-five (65°) degrees West, One hundred and thirty (130) feet to the place of beginning. Containing eight thousand seven hundred and six (8706) square feet.

EXCEPTING AND RESERVING all the coal, with the right to mine and remove the same, by deed from Thomas Wall and Elizabeth Wall to Mary E. Spencer, which deed is dated June 11, 1883, and recorded in Clearfield County Deed Book 187, page 153.

BEING the same premises which were conveyed to James Smith McKenrick and Mary R. McKenrick by deed dated

V61177 msi 169

February 20, 1950, from James Smith McKenrick and Mary B. McKenrick, which deed was recorded in Clearfield County Deed Book 404, page 80.

THE FOURTH THEREOF: BEGINNING at Bell Run at a point where a small run, known as Wall Run flows into Bell Run, at the line of land heretofore conveyed by Charles H. Flynn and wife to Martin J. McCartney and Alice McCartney, husband and wife, now owned by Maynard S. Neamy and Vivian Neamy; thence in a westerly direction along said Wall Run one hundred ninety-five (195) feet to the road leading from Walltown to Bell's Landing, being Highway Route No. thence along said road in a northerly direction twelve (12) feet to line of land now owned by James Smith McKenrick, one of the Grantees herein; thence by the McKenrick line in an easterly direction one hundred ninety (195) feet to a point in Bell Run; thence by Bell Run in a southerly direction sixty-two (62) feet to the northern line of Neamy land and the place of beginning.

EXCEPTING AND RESERVING all of the coal and mining rights conveyed by Thomas Wall to Penn Township Coal Company by deed dated August 26, 1882, recorded in Clearfield County Deed Book 25, page 507.

BEING the same premises conveyed to James Smith McKenrick and Mary B. McKenrick by deed dated October 19, 1965, from Charles H. Flynn and Maude M. Flynn, which deed was recorded in Clearfield County Deed Book 518, page 181.

The said Smith James McKenrick was also known during his lifetime as James Smith McKenrick, Smith J. McKenrick, and Smith J. McKenrick. Smith James McKenrick was deceased on February 26, 1986, and his estate is filed in the Clearfield County Register of Wills Office to 86-112. His widow, Mary B. McKenrick, the grantor herein, is also known as Mary B. McKenrick.

THIS IS A TRANSFER BETWEEN PARENT AND CHILD AND THEREFORE IS EXEMPT FROM REALTY TRANSFER TAX.

VA 1177 PG 170

With the appearance: Us heirs and Us Heirs the same unto and for the use of the said parties of the second part, their heirs, executors and administrators and assigns forever,

And the said party of the first part

for herself, her heirs, executors and administrators and assigns against the said parties of the second part, their heirs, executors and assigns against all lawful claimants SPECIALY WARRANT

NOTICE—THIS DOCUMENT DOES NOT SEAL, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR RELATIONS OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is not valid in the manner provided in Section 4 of the Act of July 17, 1967, P. L. 944, as amended, and is not intended as notice of unrecorded instruments, if any.)

Witness the hand and seal of the said party of the first part

Witness:

Caroly Sleet

Gloria B. McKendrick
Mary B. McKendrick
Mary B. McKendrick
Mary B. McKendrick



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT, WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania
County of Clearfield } MA

On this the 20th day of August 1987, the undersigned officer, personally appeared MARY B. MCKENRICK, a/k/a MARY B. MCKENDRICK (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Flora A. Spangler
Notary Public
(Title of Office)

My commission expires

FLORA A. SPANGLER, Notary Public
Commonwealth of Pennsylvania
My Commission Expires August 7, 1990

Commonwealth of Pennsylvania
County of _____ } A

On this day of
A.D. 18, before me
in end for end

state the above named

State of _____
County of _____
On this, the _____ day of _____
before me
the undersigned officer, personally appeared

and acknowledged the foregoing indenture to be
good and valid, to
the end that it may be recorded as such.

between my hand and

My Commission Party

Title of Officer

My Commission Expires.

Certificate of Residence

" Cynthia Soult, Attorney at Law, do hereby certify that Grantee
resides at 65 McKee Road, Washington, PA 15301.

Whence my hand this

May 1988

of AUGUST 19
Cynthia Abbott

十一

四

Commonwealth of Pennsylvania. {
County of Chester

1957-1958
1958-1959

My Commission Expires
First Monday in January, 1988

Entered on this 20 day of August
A.D. 1887, in the Recorder's office of the said County, in Deed Book
Volume 1177, page 167 Records

Given under my hand and the seal of the said office, the day and

Michael R. Lytle

• Date _____

Entered of Record Aug 20 1987 3:31 PM Michael R. Lytle, Recorder

EXHIBIT "C"

REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

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

* Member of California Bar
+ CPA/LLM in Taxation

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

November 19, 2003

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

TO: Terence E. McKenrick
2630 Bell Run Rd.
Grampian, PA 16838

TO: Donna L. McKenrick
2630 Bell Run Rd.
Grampian, PA 16838

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

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME: Terrence E. McKenrick and Donna L. McKenrick
PROPERTY ADDRESSES: RR 1 Box 505, Grampian, PA 16838
LOAN ACCOUNT NO.: 711723 00 584486
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Mortgage Co of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE**

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

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

within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 505, Grampian, PA 16838 IS SERIOUSLY IN DEFAULT because:

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

Account # 711723 00 584486

July 2003 thruough October 2003-4 payments of \$628.74 = \$2,514.96

Other charges (explain/itemize): Past Due Payments: \$2,514.96 + interest: \$1,893.70 = \$4,408.66

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,408.66, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Beneficial Consumer Discount Company
Foreclosure Dept.
961 Weigel Drive
Elmhurst, IL 60126
(800) 959-3482 Ext.6023
Fax: (630) 617-7749
Bernie Miller

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

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

YOU MAY ALSO HAVE THE RIGHT:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

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

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

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

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

*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814)535-6556 (814)539-1688	CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 (814)539-6335
---	--

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

Sincerely,



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

pc: Bernie Miller, Beneficial Finance

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

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA,
Plaintiff : NO. 04-48-CD
vs. : ACTION IN MORTGAGE
TERRENCE E. MCKENRICK : FORECLOSURE
DONNA L. MCKENRICK :
Defendants :

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby
certify that on March 24, 2004, I mailed by first class mail a copy of the Notice of Intention to Take
Default Judgment in the above matter upon the following:

Terrence E. McKenrick
2630 Bell Run Road
Grampian, PA 16838

Donna L. McKenrick
2630 Bell Run Road
Grampian, PA 16838

REIDENBACH, HENDERSON & PECHT

By:

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

FILED 16
M 12:37PM
MAR 26 2004
KPD

William A. Shaw
Prothonotary/Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, :
Plaintiff : NO. 04-48-CD
vs. : ACTION IN MORTGAGE
TERRENCE E. MCKENRICK : FORECLOSURE
DONNA L. MCKENRICK :
Defendants :

TO: Donna L. McKenrick

DATE: March 24, 2004

IMPORTANT NOTICE

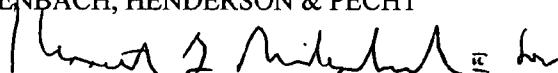
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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.

Keystone Legal Service
213 N. Second Street
Clearfield, PA 16830
(814) 765-9646

REIDENBACH, HENDERSON & PECHT

By: 

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

FILED

3/12/2004
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JED

William A. Shaw
Prothonotary/Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, :
Plaintiff : NO. 04-48-CD
vs. : ACTION IN MORTGAGE
TERRENCE E. MCKENRICK : FORECLOSURE
DONNA L. MCKENRICK :
Defendants :

TO: Terrence E. McKenrick

DATE: March 24, 2004

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.

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Keystone Legal Service
213 N. Second Street
Clearfield, PA 16830
(814) 765-9646

REIDENBACH, HENDERSON & PECHT

By: Herbert P. Henderson, II

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

FILED NO CC
m112:37-01
MAR 26 2004
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William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

MCKENRICK, TERRENCE E. & DONNA L.

COMPLAINT ACTION IN MORTGAGE FORECLOSURE

Sheriff Docket # 15049

04-48-CD

SHERIFF RETURNS

NOW JANUARY 28, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT ACTION IN MORTGAGE FORECLOSURE ON DONNA L. MCKENRICK, DEFENDANT AT RESIDENCE, 2630 BELL RUN ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONNA MCKENRICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JANUARY 28, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT ACTION IN MORTGAGE FORECLOSURE ON TERRENCE E. MCKENRICK, DEFENDANT AT RESIDENCE, 2630 BELL RUN ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONNA MCKENRICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
33.00	SHERIFF HAWKINS PAID BY: ATTY CK# 27396
20.00	SURCHARGE PAID BY: ATTY CK# 27397

Sworn to Before Me This

14 Day Of April 2004
William A. Shaw

So Answers,

Chester A. Hawkins
My Name is
Chester A. Hawkins
Sheriff

FILED
08:35 AM
APR 14 2004

**William A. Shaw
Prothonotary**

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48-CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

Outstanding Principal Balance	\$67,831.86
Interest through 4/05/04	\$ 6,822.26
Attorneys Commission	\$ 3,732.71
Total	\$78,386.83

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

REIDENBACH, HENDERSON & PECHT

By:


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

FILED

APR 14 2004

William A. Shaw
Prothonotary

Office of Prothonotary of Court of Common Pleas of Allegheny County, Pa.

Permit to Lender of Public Civil Process, Rule #139, for the service of process, to be used in this office today in the 2004 Consolidated Judgment Document #01-18-C-1 in the cause of Robert G. Burchfield v. Burchfield Consumer Company, A/k/a Burchfield Manufacturing Co. of Pennsylvania, Plaintiff, on consolidation of judgment containing in a copy, note, letter, supplemental process, or other document which has a date.

Date:

To:

Telephone B. McGinnis
2630 Bell Run Road
Germantown, PA 19838
Dame L. McKenna
2830 Bell Run Road
Germantown, PA 19838

RECEIVED
APR 14 2004
Dame L. A. Stacey
Prothonotary

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

Beneficial Consumer Discount Company
Beneficial Mortgage Co. of Pennsylvania
Plaintiff(s)

No.: 2004-00048-CD

Real Debt: \$78,386.83

Atty's Comm: \$

Vs.

Costs: \$

Terrence E. McKenrick
Donna L. McKenrick
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 14, 2004

Expires: April 14, 2009

Certified from the record this 14th day of April, 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

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48-CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County, against Terrence E. McKenrick and Donna L. McKenrick, Defendants,

and direct the Sheriff to levy on RR 1 Box 505, Gampian, PA 16838;

Amount Due:

Principal Due	\$67,831.86
Delinquent Interest	\$ 6,822.26
(Through 4/05/04 at per diem rate of \$17.24)	
Attorney Fee (5%)	\$ <u>3,732.71</u>
TOTAL	\$78,831.86 plus costs of proceeding

FILED

JUN 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

125.00 Prothonotary

REIDENBACH, HENDERSON & PECHT

Dated: 6/3/04

By:


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

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

TERRENCE F. MCKENRICK
DONNA F. MCKENRICK
MORTGAGE LENDER SOURCE
P.O. BOX 1000
MOUNTAIN VIEW, CALIFORNIA 94031
NO. 04-48-CD
CO. OF HENNSZIAVNA
COMPANY 487 BENEFICIAL MORTGAGE
: BENEFICIAL CONSUMER DISCOUNTS

TERMINOLOGY FOR WRIT TO EXECUTION

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48-CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

AFFIDAVIT PURSUANT TO RULE 3129.1

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed to the following information concerning the real property located at RR 1 Box 505, Grampian, PA 16838.

1. Names and addresses of Owners or Reputed Owners:

Terrence E. McKenrick	Donna L. McKenrick
2630 Bell Run Road	2630 Bell Run Road
Grampian, PA 16838	Grampian, PA 16838

2. Names and addresses of Defendants in the Judgment:

Terrence E. McKenrick	Donna L. McKenrick
2630 Bell Run Road	2630 Bell Run Road
Grampian, PA 16838	Grampian, PA 16838

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

Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
P.O. Box 8634
Elmhurst, IL 60126

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

Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
P.O. Box 8634
Elmhurst, IL 60126

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

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

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

None

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

None

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

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

By: Herbert P. Henderson, II

Herbert P. Henderson, II,
Attorney for Plaintiff

Date: 6/3/04

Sworn and subscribed)
before me this 3rd Day)
of June, 2004.)
Maura M. Keener)

NOTARIAL SEAL
MAURA M. KEENER, NOTARY PUBLIC
CITY OF LANCASTER, LANCASTER CO.
MY COMMISSION EXPIRES MAY 13, 2006

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

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48-CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :

AFFIDAVIT OF ACT 91 OF 1983

I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about November 19, 2003, I sent the requisite Notice pursuant to Act 91 of 1983 to the above-captioned Defendants relating to the property that is the subject of the above-captioned Action in Mortgage Foreclosure.

Herbert P. Henderson, II, Esquire

36 East King Street

Lancaster, PA 17602

(717) 295-9159

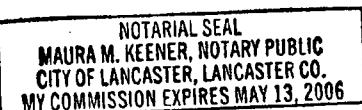
Attorney for the Plaintiff

Attorney ID No. 56304

Dated: 6/3/04

Sworn and subscribed)
before me this 3rd Day)
of June, 2004.)

Maura M. Keener
Notary Public



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

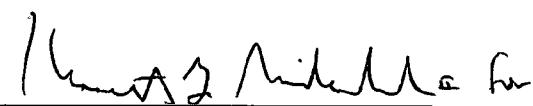
BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, :
Plaintiff : NO. 04-48-CD
vs. :
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :
ACTION IN MORTGAGE
FORECLOSURE

AFFIDAVIT OF LAST KNOWN ADDRESS

I, Herbert P. Henderson, II, Esq., Attorney for Plaintiff, hereby swear and affirm that the Defendants, last known addresses are:

Terrence E. McKenrick
2630 Bell Run Road
Grampian, PA 16838

Donna L. McKenrick
2630 Bell Run Road
Grampian, PA 16838


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

Sworn and subscribed)
before me this 3rd Day)
of June, 2004.)



NOTARIAL SEAL
MAURA M. KEENER, NOTARY PUBLIC
CITY OF LANCASTER, LANCASTER CO.
MY COMMISSION EXPIRES MAY 13, 2006

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

COPY

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48-CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK :
DONNA L. MCKENRICK :
Defendants :
WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.
Dated: April 14, 2004

Amount Due \$67,831.86
Interest \$ 6,822.26

Prothy. Costs \$ 125.00
Sheriff's Costs \$ _____

REIDENBACH, HENDERSON & PECHT

By: Herbert P. Henderson, II

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

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: 6/7/04
Deputy Prothonotary

LONG DESCRIPTION

ALL THOSE CERTAIN pieces of land situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on land of E. A. Irwin on the East side of Bell Run, and nearly opposite the mouth of small run on the West side thereof; thence by a line North 21 degrees West Two hundred and Twenty-Two (222) feet to a post by small run; thence by line of lots North 41 degrees East forty (40) feet to post corner of the Mrs. Edward Spencer; thence by the said Spencer and other lots North 14 degrees East; Two Hundred and Forty-One (241) feet to a post; thence South 65 degrees East along road to lands of E. A. Irwin thence down Bell Run by lands of E. A. Irwin to place of beginning. Containing about one (1) acre more or less.

EXCEPTING AND RESERVING a parcel of land conveyed by Smith J. McKendrick and Mary B. McKendrick to James L. Buck and Donna M. Buck by deed dated November 17, 1983, recorded in Clearfield County Deed Book 918, age 08, consisting of 0.270 acre.

FURTHER EXCEPTING AND RESERVING the coal together with the usual rights and privileges to dig, mine and recover the same by deed from Thomas Wall and Elisa Wall to Issac B. Norris dated March 24, 1894, recorded in Clearfield County Deed Book 84, page 102.

THE SECOND THEREOF: BEGINNING at an old iron pin on line of lot of Smith J. and Mary B. McKendrick, the same being the southeast corner of lot of James L. and Donna M. Buck, the land or lot of which the lot herein described is a part; thence by lot now owned by Smith J. and Mary B. McKendrick, (formerly the Mary Spencer lot) North 60 degrees 28' W for a distance of 132.0 feet to a corner on the right of way of Township Road Route Number T-641; thence by the right of way of said road, North 33 degrees 36' East for a distance of 25.2 feet to an iron pin; thence through the lot of said James L. and Donna M. Buck for a new line, South 63 degrees 14' East for a distance of 123.7 feet to an iron pin on the line of said land of Smith J. and Mary B. McKendrick; thence by said line, South 17 degrees 19' West for a distance of 31.9 feet to an iron pin and the place of beginning. Containing in all 0.083 acres.

EXCEPTING AND RESERVING all coal or coal rights more specifically described in a deed from I. B. Norris and Annie Norris to Leona Donahue by deed dated September 4, 1897, recorded in Clearfield County Deed Book 189, page 155.

FURTHER EXCEPTING AND RESERVING all oil and gas with rights incident to the removal thereof set forth in a deed from Maldon E. Wall to James M. McCartney and Edith M. McCartney dated January 14, 1961, recorded in Clearfield County Deed Book 487, page 346.

THE THIRD THEREOF: BEGINNING at a post, corner of line of street, or public road; thence North twenty-five (25) degrees, East seventy (70) feet, along said street, or road, to corner of lot No. 3; thence by said lot, South sixty-five (65) degrees East, One Hundred and Eighteen and three-fourths (118 3/4) feet, to a post; thence South fourteen (14) degrees West, Seventy-One

(71) feet, to a post on corner of Lot No. 5; thence by said last mentioned lot, North sixty-five (65) degrees West, One hundred and thirty (130) feet to the place of beginning. Containing eight thousand seven hundred and six (8706) square feet.

EXCEPTING AND RESERVING all the coal, with the right to mine and remove the same, by deed from Thomas Wall and Elizabeth Wall to Mary E. Spencer, which deed is dated June 11, 1883, and recorded in Clearfield County Deed Book 187, page 153.

THE FOURTH THEREOF: BEGINNING at Bell Run at a point where a small run, known as Wall Run flows into Bell Run, at the line of land heretofore conveyed by Charles H. Flynn and wife to Martin J. McCartney and Alice McCartney, husband and wife, now owned by Maynard S. Neamy and Vivian Neamy; thence in a westerly direction along said Wall Run one hundred ninety-five (195) feet to the road leading from Walltown to Bells Landing, being Highway Route No. thence along said road in a northerly direction twelve (12) feet to line of land now owned by James Smith McKenrick, one of the Grantees herein; thence by the McKenrick line in an easterly direction one hundred ninety (195) feet to a point in Bell Run; thence by Bell Run in a southerly direction sixty-two (62) feet to the northern line of Neamy land and the place of beginning.

EXCEPTING AND RESERVING all of the coal and mining rights conveyed by Thomas Wall to Penn Township Coal Company by deed dated August 26, 1882, recorded in Clearfield County Deed Book 25, page 507.

BEING THE SAME PREMISES WHICH Mary B. McKenrick, a/k/a Mary B. McKendrick, individual, by Deed dated August 20, 1987 and recorded August 20, 1987, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 1177, Page 167, granted and conveyed unto Terrence E. McKenrick and Donna L. McKenrick, husband and wife.

TAX PARCEL: 125-E-10-5

SHORT DESCRIPTION

ALL THAT CERTAIN property situated in the Township of Penn in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a deed dated 08/20/1987 and recorded 08/20/1987, among the land records of the County and State set forth above, in Deed Volume 1177 and Page 167.

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

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL MORTGAGE
CO. OF PENNSYLVANIA, :
Plaintiff : No. 04-48CD
vs. : MORTGAGE FORECLOSURE
TERRENCE E. MCKENRICK and
DONNA L. MCKENRICK :
Defendants :
:

AFFIDAVIT 3129.2
NOTICE TO DEFENDANTS AND
LIEN HOLDERS OF RECORD

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF LANCASTER

EGK
FILED NO
M/T:11:04
SEP 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to the law, deposes and says to the best of his knowledge, information and belief, that he is a partner in the law firm of Reidenbach, Henderson & Pecht, which firm has acted as attorneys for Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, in this execution proceeding: that on August 31, 2004, the Plaintiff, by its attorney, gave written ("Notice") to the Defendants (Defendants being served by Regular and Certified Mail) and the following lien holders of record in the manner indicated below, in connection with the Sheriff's Sale scheduled to be held on October 1, 2004, at 10:00 a.m. prevailing time, by

REGULAR MAIL, POSTAGE PREPAID

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania 961 Weigel Drive Elmhurst, IL 60126	Clearfield County Tax Claim Bureau 230 East Market Street Clearfield, PA 16830
Donna L. McKenrick 2630 Bell Run Road Grampian, PA 16838	Terrence E. McKenrick 2630 Bell Run Road Grampian, PA 16838

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

REIDENBACH, HENDERSON & PECHT

By:

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

Affirmed and subscribed to
before me this 10th day of
September 2004.

Maura M. Keener
Notary Public



REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

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

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

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

August 30, 2004

Terrence E. McKenrick
2630 Bell Run Road
Grampian, PA 16838

Donna L. McKenrick
2630 Bell Run Road
Grampian, PA 16838

Re: **NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

Owner/Defendant(s): Terrence E. McKenrick and Donna L. McKenrick
Property to be sold: RR 1 Box 505, Gampian, PA 16838
Date of Sale: October 1, 2004
Place of Sale: Sheriff's Office of Clearfield County
Time of Sale: 10:00 a.m.
Judgment Amount: \$78,386.83
Foreclosure Docket: 04-48CD
Executing Creditor: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

Dear Mr. and Mrs. McKenrick:

Please be advised that this office represents Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania in an Action of Mortgage Foreclosure. The above property will be sold at Sheriff's Sale on the above date, time and location.

A schedule of distribution will be filed by the Sheriff 30 days after the sale. Distribution of sale proceeds, if any, will be made by the Sheriff in accordance with the schedule, unless exceptions are filed to the schedule within 10 days of the filing of the schedule. **If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to CONTACT YOUR OWN ATTORNEY as we are not permitted to give you legal advice.**

Very truly yours,



Herbert P. Henderson, II

HPH,II/jcc
Enclosure

Suite 200
1205 Manor Drive
Mechanicsburg, PA 17055

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

REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

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

* Member of California Bar
+ CPA/LLM in Taxation

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

August 30, 2004

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

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Re: **NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

Owner/Defendant(s): Terrence E. McKenrick and Donna L. McKenrick
Property to be sold: RR 1 Box 505, Gampian, PA 16838
Date of Sale: October 1, 2004
Place of Sale: Sheriff's Office of Clearfield County
Time of Sale: 10:00 a.m.
Judgment Amount: \$78,386.83
Foreclosure Docket: 04-48CD
Executing Creditor: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

Dear Lienholder:

Please be advised that this office represents Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania in an Action of Mortgage Foreclosure. The above property will be sold at Sheriff's Sale on the above date, time and location.

Research of the public records indicates that you are, or may be, a lien creditor on the property owned by the Defendants. Please be advised that the Sheriff's Sale may extinguish your lien against the property. You may wish to attend the sale to protect your interest if any.

A schedule of distribution will be filed by the Sheriff 30 days after the sale. Distribution of sale proceeds, if any, will be made by the Sheriff in accordance with the schedule, unless exceptions are filed to the schedule within 10 days of the filing of the schedule. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to CONTACT YOUR OWN ATTORNEY as we are not permitted to give you legal advice.

Very truly yours,


Herbert P. Henderson, II

HPH,II/jcc
Enclosure

Suite 200
1205 Manor Drive
Mechanicsburg, PA 17055

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16064
NO: 04-48-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVAN

vs.

DEFENDANT: TERRENCE E. MCKENRICK AND DONNA L. MCKENRICK

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/07/2004

LEVY TAKEN 08/12/2004 @ 10:49 AM

POSTED 08/12/2004 @ 10:49 AM

SALE HELD 10/01/2004

SOLD TO BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVAN

SOLD FOR AMOUNT \$52,000.00 PLUS COSTS

WRIT RETURNED 01/25/2005

DATE DEED FILED 01/25/2005

SERVICES

08/12/2004 @ 10:49 AM SERVED TERRENCE E. MCKENRICK

SERVED TERRENCE E. MCKENRICK, DEFENDANT, BY HANDING TO DONNA MCKENRICK, WIFE/DEFENDANT, AT THE RESIDENCE 2630 BELL RUN ROAD, GRAMPIAN, PA

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

08/12/2004 @ 10:49 AM SERVED DONNA L. MCKENRICK

SERVED DONNA L. MCKENRICK, DEFENDANT, AT THE RESIDENCE 2630 BELL RUN ROAD, A/K/A RR 1, BOX 505, GRAMPIAN, CLEARFIELD COUNTY, PA, BY HANDING TO DONNA

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

FILED *GK*
02:50 PM
JAN 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16064
NO. 04-48-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF
PENNSYLVAN
vs.
DEFENDANT: TERENCE E. MCKENRICK AND DONNA L. MCKENRICK

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

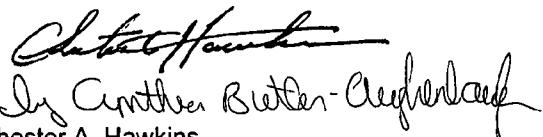
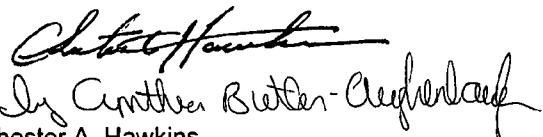
SHERIFF HAWKINS \$1,258.44

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


In 
Chester A. Hawkins
Sheriff

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

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

No. 04-48-CD

Plaintiff
vs.
MORTGAGE FORECLOSURE

TERRENCE E. MCKENRICK
DONNA L. MCKENRICK

Defendants
WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.
Dated: April 14, 2004

Amount Due \$67,831.86
Interest \$ 6,822.26

Proth. Costs \$ 125.00
Sheriff's Costs \$ _____

REIDENBACH, HENDERSON & PECHT

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

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

By: Willie L. Thompson 6/17/04
Deputy Prothonotary

(SEAL)

Received June 7, 2004 @ 1:00 P.M.
Chester A. Daubens
by Cynthia Butter-Aughenbaugh

LONG DESCRIPTION

ALL THOSE CERTAIN pieces of land situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on land of E. A. Irwin on the East side of Bell Run, and nearly opposite the mouth of small run on the West side thereof; thence by a line North 21 degrees West Two hundred and Twenty-Two (222) feet to a post by small run; thence by line of lots North 41 degrees East forty (40) feet to post corner of the Mrs. Edward Spencer; thence by the said Spencer and other lots North 14 degrees East; Two Hundred and Forty-One (241) feet to a post; thence South 65 degrees East along road to lands of E. A. Irwin thence down Bell Run by lands of E. A. Irwin to place of beginning. Containing about one (1) acre more or less.

EXCEPTING AND RESERVING a parcel of land conveyed by Smith J. McKendrick and Mary B. McKendrick to James L. Buck and Donna M. Buck by deed dated November 17, 1983, recorded in Clearfield County Deed Book 918, age 08, consisting of 0.270 acre.

FURTHER EXCEPTING AND RESERVING the coal together with the usual rights and privileges to dig, mine and recover the same by deed from Thomas Wall and Elisa Wall to Issac B. Norris dated March 24, 1894, recorded in Clearfield County Deed Book 84, page 102.

THE SECOND THEREOF: BEGINNING at an old iron pin on line of lot of Smith J. and Mary B. McKendrick, the same being the southeast corner of lot of James L. and Donna M. Buck, the land or lot of which the lot herein described is a part; thence by lot now owned by Smith J. and Mary B. McKendrick, (formerly the Mary Spencer lot) North 60 degrees 28' W for a distance of 132.0 feet to a corner on the right of way of Township Road Route Number T-641; thence by the right of way of said road, North 33 degrees 36' East for a distance of 25.2 feet to an iron pin; thence through the lot of said James L. and Donna M. Buck for a new line, South 63 degrees 14' East for a distance of 123.7 feet to an iron pin on the line of said land of Smith J. and Mary B. McKendrick; thence by said line, South 17 degrees 19' West for a distance of 31.9 feet to an iron pin and the place of beginning. Containing in all 0.083 acres.

EXCEPTING AND RESERVING all coal or coal rights more specifically described in a deed from I. B. Norris and Annie Norris to Leona Donahue by deed dated September 4, 1897, recorded in Clearfield County Deed Book 189, page 155.

FURTHER EXCEPTING AND RESERVING all oil and gas with rights incident to the removal thereof set forth in a deed from Maldon E. Wall to James M. McCartney and Edith M. McCartney dated January 14, 1961, recorded in Clearfield County Deed Book 487, page 346.

THE THIRD THEREOF: BEGINNING at a post, corner of line of street, or public road; thence North twenty-five (25) degrees, East seventy (70) feet, along said street, or road, to corner of lot No. 3; thence by said lot, South sixty-five (65) degrees East, One Hundred and Eighteen and three-fourths (118 3/4) feet, to a post; thence South fourteen (14) degrees West, Seventy-One

(71) feet, to a post on corner of Lot No. 5; thence by said last mentioned lot, North sixty-five (65) degrees West, One hundred and thirty (130) feet to the place of beginning. Containing eight thousand seven hundred and six (8706) square feet.

EXCEPTING AND RESERVING all the coal, with the right to mine and remove the same, by deed from Thomas Wall and Elizabeth Wall to Mary E. Spencer, which deed is dated June 11, 1883, and recorded in Clearfield County Deed Book 187, page 153.

THE FOURTH THEREOF: BEGINNING at Bell Run at a point where a small run, known as Wall Run flows into Bell Run, at the line of land heretofore conveyed by Charles H. Flynn and wife to Martin J. McCartney and Alice McCartney, husband and wife, now owned by Maynard S. Neamy and Vivian Neamy; thence in a westerly direction along said Wall Run one hundred ninety-five (195) feet to the road leading from Walltown to Bells Landing, being Highway Route No. thence along said road in a northerly direction twelve (12) feet to line of land now owned by James Smith McKenrick, one of the Grantees herein; thence by the McKenrick line in an easterly direction one hundred ninety (195) feet to a point in Bell Run; thence by Bell Run in a southerly direction sixty-two (62) feet to the northern line of Neamy land and the place of beginning.

EXCEPTING AND RESERVING all of the coal and mining rights conveyed by Thomas Wall to Penn Township Coal Company by deed dated August 26, 1882, recorded in Clearfield County Deed Book 25, page 507.

BEING THE SAME PREMISES WHICH Mary B. McKenrick, a/k/a Mary B. McKendrick, individual, by Deed dated August 20, 1987 and recorded August 20, 1987, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 1177, Page 167, granted and conveyed unto Terrence E. McKenrick and Donna L. McKenrick, husband and wife.

TAX PARCEL: 125-E-10-5 and 125-E-10-7.1

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TERRENCE E. MCKENRICK

NO. 04-48-CD

NOW, January 24, 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 October 01, 2004, I exposed the within described real estate of Terrence E. Mckenrick And Donna L. Mckenrick 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 \$52,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	67,831.86
SERVICE	15.00	INTEREST @ %	0.00
MILEAGE	9.00	FROM TO 10/01/2004	
LEVY	15.00		
MILEAGE	9.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	1,040.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	3,732.71
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	6,822.26
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	52,000.00	TOTAL DEBT AND INTEREST	\$78,426.83
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	238.92
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	1,880.50
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$1,257.44	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	31.00
		SHERIFF COSTS	1,257.44
		LEGAL JOURNAL COSTS	108.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
TOTAL DEED COSTS	\$31.00	TOTAL COSTS	\$3,785.86

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