

04-64-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY vs. JOYCE ANN NUNN, et al.

Beneficial, et al vs. Joyce Ann Nunn, et al
2004-64-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, :
Plaintiff :

NO. 04-64-CD

vs. :

ACTION IN MORTGAGE
FORECLOSURE

JOYCE ANN NUNN :
JOHN J. SHIPPS :

Defendants :

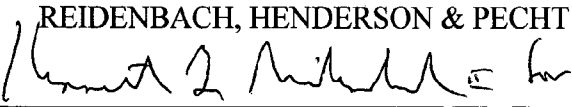
NOTICE

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

By: REIDENBACH, HENDERSON & PECHT


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

FILED

JAN 14 2004

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,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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:

Joyce Ann Nunn	John J. Shipps
RR1, Box 508	RR1, Box 508
Grampian, PA 16838	Grampian, PA 16838

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

3. On February 15, 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. 200202610. 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 August 21, 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:

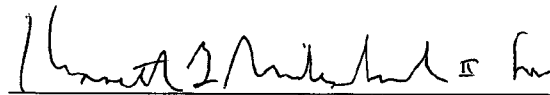
Principal Balance	\$40,399.77
Interest through 1/2/04 (Per Diem \$12.50)	\$ 3,985.95
Attorney Fees	\$ 2,219.29
Cost of Title Search	\$ 110.00
TOTAL	\$46,715.01

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 \$43,120.38, 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.

A handwritten signature in black ink, appearing to read "Herbert P. Henderson, II", written over a horizontal line.

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

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200202610

RECORDED ON
Feb 19, 2002
11:21:12 AM
Total Pages: 7

RECORDING FEES - \$19.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50
CUSTOMER
BENEFICIAL CONS DISC CO

711806 -00-539847

MORTGAGE

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

THIS MORTGAGE is made this day 15TH of FEBRUARY 2002, between the Mortgagor, JOYCE ANN NUNN, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,399.77, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 15, 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 15, 2032;

☐ 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 08/31/1996 AND RECORDED 09/10/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1787 AND PAGE

76, TAX MAP OR PARCEL ID NO.: 125-F10-55
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* ORIGINAL

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.

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.

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* ORIGINAL

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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* ORIGINAL *

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



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.

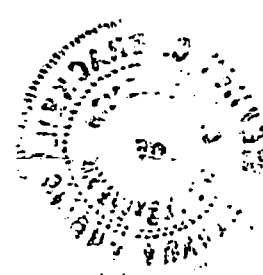
19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents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

Joyce Ann Nunn
JOYCE ANN NUNN -Borrower

-Borrower-

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

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

On behalf of the Lender. By: Linda S. Miller Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby certify that JOYCE ANN NUNN, NOT STATED

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 She 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 15TH day of FEBRUARY, 2002.

My Commission expires:

Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER
(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*177004526995MTG9000PA0012A70**NUNN

* ORIGINAL

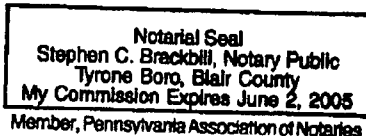
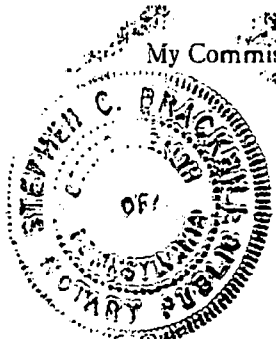


EXHIBIT B

WARRANTY DEED - 100

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PLANNED-COM CO., WILLIAMSPORT, PA

County Parcel No. 123-F10-33

This Deed,

MADE the 31 day of August

in the year nineteen hundred and ninety-six (1996)

BETWEEN VERNETTE R. STIVERS and CORINNE SCHOONOVER, Co-Executrices of the Estate of ROBERT E. DENT, SR.; VERNETTE R. STIVERS and RUSSELL F. STIVERS, her husband, of 15 Martin Road, Whippany, NJ 07981; CORINNE SCHOONOVER and JOSEPH SCHOONOVER, her husband, of 8579 Bumble Bee Road, Tobyhanna, PA 18466; and DIANA F. ROWE of 26 Hals Street, Belleville, NJ 07109, parties of the first part, hereinafter referred to as Grantors,

A
N
D

JOYCE ANN NURN of R.D. 1, Box 308, Grampian, Pennsylvania, 16838, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, That in consideration of One (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, her heirs and assigns,

All that certain piece or parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Hill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees West one hundred eighty (180) feet to post corner on line of said public road; thence along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING the same premises conveyed to Robert E. Dent, also known as Robert E. Dent, Sr., from Robert A. Spencer and Virginia R. Spencer, husband and wife, by deed dated January 9, 1995, said deed being recorded at Clearfield in Volume 1654, Page 214.

Robert E. Dent, also known as Robert E. Dent, Sr., passed away on January 11, 1996.

Lettars Testamentary on the Estate of Robert E. Dent, also known as Robert E. Dent, Sr., were granted to Vernetta R. Stivers and Corinne Schoonover, Co-Executrices by the Office of the Clearfield County Register of Wills on January 17, 1996.

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This is a conveyance by the Grantees of any claim they may have to the above-described property which is being distributed to Joyce Ann Mann as part of her distribution from the Estate of their deceased father, Robert E. Dent, also known as Robert E. Dent, Sr.

This is a conveyance from sisters to sister and is therefore tax exempt.

I, CLERK OF THE COURT, do hereby certify that this document is a true and correct copy of the original as filed in the Recorder's Office of the County of [] State of [].



Karen L. Starch
Recorder of Deeds

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not subject to Act No. 384, approved September 10, 1965, or amended.)

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AND the said grantors will SPECIALLY
hereby conveyed.

WARRANT AND FOR THE PURPOSES OF THE PROPERTY

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

Russell P. Stivers
Joseph P. Schoonover
Russell P. Stivers
Vernette R. Stivers
Joseph P. Schoonover
Corinne Schoonover
Joseph P. Schoonover

Vernette R. Stivers [Seal]
VERNETTE R. STIVERS, Co-Executrix of the
Estate of Robert E. Dent
Corinne Schoonover [Seal]
CORINNE SCHOONOVER, Co-Executrix of the
Estate of Robert E. Dent
Russell P. Stivers [Seal]
RUSSELL P. STIVERS
Corinne Schoonover [Seal]
CORINNE SCHOONOVER
Joseph P. Schoonover [Seal]
JOSEPH SCHOONOVER
Diana F. Rowe [Seal]
DIANA F. ROWE

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
R.R. 1, Box 508, Grampian, PA 16838

Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE

Commonwealth of Pennsylvania

County of _____ ss.

On this, the *31st* day of *August* 1996, before me *Robert Stivers*
the undersigned officer, personally appeared CORINNE SCHOONOVER and JOSEPH SCHOONOVER
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires *Jan 30 2001*

Robert Stivers

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STATE OF *New Jersey*
COUNTY OF *Monmouth*

SS.

On this, the 31 day of August, 1996, before me, the undersigned officer, personally appeared DIANA F. ROWE, known to me (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 have hereunto set my hand and official seal.

*Diana F. Rowe**Robin Stivers*

ROBIN STIVERS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES J.N. 30, 2001

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State of NEW JERSEY

County of Morris

On this, the 31st day of August 1996, before me

the undersigned officer, personally appeared VERNETTE R. STIVERS and RUSSELL F. STIVERS

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires

Jan 30, 2000

Karen L. Starch

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 2:45 PM

BY J. C. Kunkle

FEE 17.00

Karen L. Starch, Recorder

Commonwealth of Pennsylvania

County of Clearfield

RECORDED in the Office for Recording of Deeds, etc., in and for the said County, in Deed Book No. , Page

WITNESS my hand and official seal this day of , 1996.

No Tax

Deed

WARRANTY DEED

The Philadelphia Co., Wilmington, Pa.

VERNETTE R. STIVERS and CONNIE
SCHROEDER, Co-Executrices of the
Estate of Robert E. Dent, et al,
GrantorsJUDICE ANN WYNN,
Grantee

Grantee

Dated August 31, 1996

For House, Garage and Lot

situated in Penn Township,

Clearfield County, Pennsylvania,

Consideration \$1.00

Recorded

Entered for Record in the Recorder's

Office of CLEARFIELD

County, Pa. day of Aug. 3

1996

Recorder

Entered of Record 9-10-1996 2:45 PM Karen L. Starch, 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**

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

* Member of California Bar
+ CPA/LLM in Taxation

November 21, 2003

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

TO: Joyce Ann Nunn John J. Shipps
Rural Rte 1 Box 508 Rural Rte 1 Box 508
Grampian, PA 16838 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 Joyce Ann Nunn and John J. Shipps
PROPERTY ADDRESSES: Rural Rte 1 Box 508, Grampian, PA 16838
LOAN ACCOUNT NO.: 711723 00 582646
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 you 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: Rural Rte 1 Box 508, 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 582646

August 21, 2003 through November 21, 2003-4 payments of \$393.76 = \$1,575.04

Other charges (explain/itemize): Past Due Payments: \$1,575.04 + interest: \$1,848.41 = \$3,423.45

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 \$3,423.45, 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 be 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

3/8/04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

FILED
M 12:00 PM
JAN 14 2004
William A. Shaw
Prothonotary/Clerk of Courts
acc
Shff
Attg pd 85.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

NUNN, JOYCE ANN & JOHN J. SHIPPS

COMPLAINT ACTION IN MORTGAGE FORECLOSURE

Sheriff Docket #

15070

04-64-CD

SHERIFF RETURNS

NOW FEBRUARY 20, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JOYCE ANN NUNN, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

NOW FEBRUARY 20, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN J. SHIPPS, DEFENDANT. NEW ADDRESS: 10 SHADY LANE, NEWTON, NEW JERSEY 07860.

Return Costs


Cost	Description
43.00	SHERIFF HAWKINS PAID BY: ATTY CK# 27364
20.00	SURCHARGE PAID BY: ATTY CK# 27362

Sworn to Before Me This

20 Day Of FEB 2004

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

So Answers,


Chester A. Hawkins
Sheriff

FILED

FEB 20 2004
013:00
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. 04-64-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

JOYCE ANN NUNN
JOHN J. SHIPPS

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

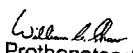
By: 

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

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

JAN 14 2004

Attest.


Prothonotary/
Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHEPPS	:	
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

due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$40,399.77
Interest through 1/2/04 (Per Diem \$12.50)	\$ 3,985.95
Attorney Fees	\$ 2,219.29
Cost of Title Search	\$ 110.00
TOTAL	\$46,715.01

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 \$43,120.38, 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.

A handwritten signature in cursive script, appearing to read "Herbert P. Henderson, II", written over a horizontal line.

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

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200202610
RECORDED ON
Feb 19, 2002
11:21:12 AM
Total Pages: 7
RECORDING FEES - \$19.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50
CUSTOMER
BENEFICIAL CONS DISC CO

711806 -00-539847

MORTGAGE

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

THIS MORTGAGE is made this day 15TH of FEBRUARY 2002, between the Mortgagor, JOYCE ANN NUNN, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,399.77, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 15, 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 15, 2032;

☐ 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 08/31/1996 AND RECORDED 09/10/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1787 AND PAGE

76, TAX MAP OR PARCEL ID NO.: 125-F10-55
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* ORIGINAL

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.

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.

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* ORIGINAL

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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* ORIGINAL *

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



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.

Joyce Ann Nunn
JOYCE ANN NUNN -Borrower

-Borrower

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

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

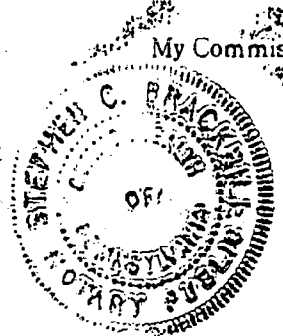
On behalf of the Lender. By: Linda S. Miller Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby certify that JOYCE ANN NUNN, NOT STATED

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 She 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 15TH day of FEBRUARY, 20 02.

My Commission expires:



Notarial Seal
Stephen C. Brackbill, Notary Public
Tyrone Boro, Blair County
My Commission Expires June 2, 2005
Member, Pennsylvania Association of Notaries

Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER
(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

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* ORIGINAL

EXHIBIT B

WARRANTY DEED - 1996

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PLANNED-GROW CO., WILLIAMSPORT, PA

County Parcel No. 125-F10-33

This Deed,

MADE the 31 day of August

in the year nineteen hundred and ninety-six (1996)

BETWEEN VERNETTE R. STIVERS and CORINNE SCHOONOVER, Co-Executrices of the Estate of ROBERT E. DENT, SR.; VERNETTE R. STIVERS and RUSSELL F. STIVERS, her husband, of 15 Martin Road, Whippany, NJ 07981; CORINNE SCHOONOVER and JOSEPH SCHOONOVER, her husband, of 8579 Bumble Bee Road, Tobyhanna, PA 18466; and DIANA F. ROWE of 26 Raisin Street, Belleville, NJ 07109, parties of the first part, hereinafter referred to as Grantors,

A

B

D

JOYCE ANN MURN of R.D. 1, Box 308, Grampian, Pennsylvania, 16838, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, That in consideration of One (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, her heirs and assigns,

ALL that certain piece or parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Hill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees West one hundred eighty (180) feet to post corner on line of said public road; thence along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING the same premises conveyed to Robert E. Dent, also known as Robert E. Dent, Sr., from Robert A. Spencer and Virginia R. Spencer, husband and wife, by deed dated January 9, 1993, said deed being recorded at Clearfield in Volume 1654, Page 214.

Robert E. Dent, also known as Robert E. Dent, Sr., passed away on January 11, 1996.

Letters Testamentary on the Estate of Robert E. Dent, also known as Robert E. Dent, Sr., were granted to Vernetta R. Stivers and Corinne Schoonover, Co-Executrices by the Office of the Clearfield County Register of Wills on January 17, 1996.

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This is a conveyance by the Grantees of any claim they may have to the above-described property which is being distributed to Joyce Ann Munn, as part of her distribution from the Estate of their deceased father, Robert E. Dent, also known as Robert E. Dent, Sr.

This is a conveyance from sisters to sister and is therefore tax exempt.

I hereby certify that this document
is a true and correct copy of the
original as recorded in the
Recorder's Office.



Karen L. Starch
Recorder of Deeds

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not subject to Art No. 204, approved September 12, 1965, as amended.)

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AND the said grantors will SPECIALLY hereby conveyed.

WARRANT AND EXECUTORY INSTRUMENTS the property

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Signed and delivered in the presence of

Russell F. Stivers
Joseph P. Schoonover
Russell F. Stivers
Vernette R. Stivers
Joseph P. Schoonover
Corinne Schoonover
Joseph P. Schoonover

Vernette R. Stivers [Seal]
 VERNETTE R. STIVERS, Co-Executrix of the
 Estate of Robert E. Dent
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER, Co-Executrix of the
 Estate of Robert E. Dent
Russell F. Stivers [Seal]
 RUSSELL F. STIVERS
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER
Joseph P. Schoonover [Seal]
 JOSEPH SCHOONOVER
Diana F. Rowe [Seal]
 DIANA F. ROWE

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
 R.R. 1, Box 508, Grapian, PA 16838

Joseph Colavecchi
 JOSEPH COLAVECCHI, ESQUIRE

Commonwealth of Pennsylvania

County of _____ ss.

On this, the 31st day of August 1996, before me *Robin Stivers*
 the undersigned officer, personally appeared CORINNE SCHOONOVER and JOSEPH SCHOONOVER
 known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
 instrument, and acknowledged that they executed the same for the purpose therein
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires Jan 30 2001

Robin Stivers
 Robin Stivers

vol. 1787 p. 79

STATE OF
COUNTY OF*New Jersey*
Monmouth

SS.

On this, the 31 day of August, 1996, before me,
the undersigned officer, personally appeared DIANA F. ROWE, known
to me (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 have hereunto set my hand and official
seal.

*Diana F. Rowe**Robin Stivers*

ROBIN STIVERS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 30, 2001

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State of NEW JERSEY

County of Morris

On this, the 31st day of August 1996, before me

the undersigned officer, personally appeared YVETTE R. STIVERS and RUSSELL F. STIVERS

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires Jan 30, 2000

*[Signature]*CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 2:45 PM 10-76

BY J. P. LUTCH

FEES 17.00

Karen L. Starch, Recorder

Commonwealth of Pennsylvania

County of Clearfield

RECORDED in the Office for Recording of Deeds, etc., in and for the said County, in Deed Book No. , Page

WITNESS my hand and official seal this day of , 1996

No Tax

Deed

WARRANTY DEED

The Philadelphia Co., Williamsport, Pa.

YVETTE R. STIVERS and CORINNE
SCHROEDER, Co-Executrices of the
Estate of Robert E. Dent, et al,
Grantors

-and-

JOYCE ANN NICH,

Grantee

Dated August 31, 1996

For House, Garage and Lot

situated in Penn Township,

Clearfield County, Pennsylvania.

Consideration \$1.00

Recorded

Entered for Record in the Recorder's

Office of CLEARFIELD

County, the day of

Aug 19, 1996

Pen. 8

Recorder

Entered of Record 9-10-1996 2:45 PM Karen L. Starch, 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**

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

* Member of California Bar
+ CPA/LLM in Taxation

November 21, 2003

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

TO: Joyce Ann Nunn John J. Shipps
Rural Rte 1 Box 508 Rural Rte 1 Box 508
Grampian, PA 16838 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 INMEDITAMENTE 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 Joyce Ann Nunn and John J. Shipp
PROPERTY ADDRESSES: Rural Rte 1 Box 508, Grampian, PA 16838
LOAN ACCOUNT NO.: 711723 00 582646
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: Rural Rte 1 Box 508, 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 582646

August 21, 2003 through November 21, 2003-4 payments of \$393.76 = \$1,575.04

Other charges (explain/itemize): Past Due Payments: \$1,575.04 + interest: \$1,848.41 = \$3,423.45

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 \$3,423.45, 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 be 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. 04-64-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

JOYCE ANN NUNN :
JOHN J. SHIPPS :

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.

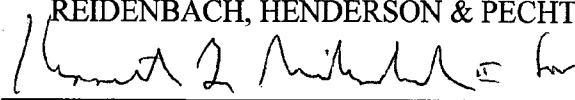
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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:

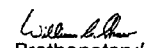


Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D.# 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

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

JAN 14 2004

Attest.


Prothonotary/
Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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:

Joyce Ann Nunn	John J. Shipps
RR1, Box 508	RR1, Box 508
Grampian, PA 16838	Grampian, PA 16838

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

3. On February 15, 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. 200202610. 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 August 21, 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 | \$40,399.77 |
| Interest through 1/2/04
(Per Diem \$12.50) | \$ 3,985.95 |
| Attorney Fees | \$ 2,219.29 |
| Cost of Title Search | \$ 110.00 |
| TOTAL | \$46,715.01 |
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 \$43,120.38, 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 he 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.

A handwritten signature in cursive script, appearing to read "Herbert P. Henderson, II", written over a horizontal line.

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

EXHIBIT A

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200202610

RECORDED ON

Feb 19, 2002
11:21:12 AM

Total Pages: 7

RECORDING FEES - \$19.00

RECORDED

COUNTY IMPROVEMENT \$1.00

FUND

RECORDED

IMPROVEMENT FUND

STATE WRIT TAX

TOTAL \$21.50

CUSTOMER

BENEFICIAL CONS DISC CO

711806 -00-539847

MORTGAGE

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

THIS MORTGAGE is made this day 15TH of FEBRUARY 2002, between the Mortgagor, JOYCE ANN NUNN, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA,
a corporation organized and existing under the laws of PENNSYLVANIA, whose
address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,399.77, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 15, 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 15, 2032;

☐ 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 08/31/1996 AND RECORDED 09/10/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1787 AND PAGE

76, TAX MAP OR PARCEL ID NO.: 125-F10-55
03-01-01 MTG

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* ORIGINAL

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.

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.

03-01-01 MTG

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* ORIGINAL

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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* ORIGINAL *

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



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.



03-01-01 MTG

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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.

Joyce Ann Nunn
JOYCE ANN NUNN -Borrower

-Borrower

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

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

On behalf of the Lender. By: Linda S. Miller Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby certify that JOYCE ANN NUNN, NOT STATED

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 She 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 15TH day of FEBRUARY, 2002.

My Commission expires:

Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER
(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



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* ORIGINAL

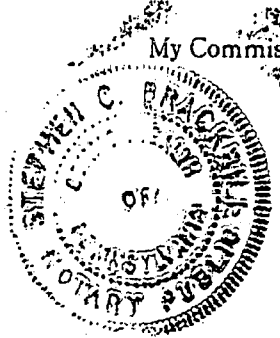


EXHIBIT B

WARRANTY DEED - 100

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CLEARFIELD COUNTY, PENNSYLVANIA

County Parcel No. 125-F10-35

This Deed,

MADE the 31 day of August

in the year nineteen hundred and ninety-six (1996)

BETWEEN VERNETTE R. STIVERS and CORINNE SCHOONOVER, Co-Executrices of the Estate of ROBERT E. DENT, SR.; VERNETTE R. STIVERS and RUSSELL F. STIVERS, her husband, of 15 Martin Road, Whippany, NJ 07981; CORINNE SCHOONOVER and JOSEPH SCHOONOVER, her husband, of 8579 Bumble Bee Road, Tobyhanna, PA 18466; and DIANA P. ROWE of 26 Raleigh Street, Belleville, NJ 07109, parties of the first part, hereinafter referred to as Grantors,

A

B

D

JOYCE ANN MUNN of R.D. 1, Box 308, Grampian, Pennsylvania, 16838, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, That in consideration of One (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, her heirs and assigns,

ALL that certain piece or parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees West one hundred eighty (180) feet to post corner on line of said public road; thence along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING the same premises conveyed to Robert E. Dent, also known as Robert E. Dent Sr., from Robert A. Spencer and Virginia R. Spencer, husband and wife, by deed dated January 9, 1993, said deed being recorded at Clearfield in Volume 1634, Page 214.

Robert E. Dent, also known as Robert E. Dent, Sr., passed away on January 11, 1996.

Lettate Testamentary on the Estate of Robert E. Dent, also known as Robert E. Dent, Sr., were granted to Vernetta R. Stivers and Corinne Schoonover, Co-Executrices by the Office of the Clearfield County Register of Wills on January 17, 1996.

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This is a conveyance by the Grantees of any claim they may have to the above-described property which is being distributed to Joyce Ann Munn as part of her distribution from the Estate of their deceased father, Robert E. Dent, also known as Robert E. Dent, Sr.

This is a conveyance from sisters to sister and is therefore tax exempt.

I, _____, County Clerk, do hereby certify that this document is a true and correct copy of the original as filed in the Recorder's Office.



Karen L. Starns
Recorder of Deeds

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This _____ day of _____

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not subject to Act No. 264, approved September 12, 1966, as amended.)

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AND the said grantors will SPECIALLY
hereby conveyed.

WARRANT AND FOR THE PURPOSES OF THE PROPERTY

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the
day and year first above-written.

Signed and delivered in the presence of

Russell F. Stivers
Joseph P. Schoonover
Russell F. Stivers
Vernette R. Stivers
Joseph P. Schoonover
Corinne Schoonover
J. P. Stivers

Vernette R. Stivers [Seal]
 VERNETTE R. STIVERS, Co-Executrix of the
 Estate of Robert E. Dent [Seal]
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER, Co-Executrix of the
 Estate of Robert E. Dent [Seal]
Russell F. Stivers [Seal]
 RUSSELL F. STIVERS [Seal]
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER [Seal]
Joseph P. Schoonover [Seal]
 JOSEPH SCHOONOVER [Seal]
Diana F. Rowe [Seal]
 DIANA F. ROWE [Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
 R.R. 1, Box 508, Grampian, PA 16838

Joseph Colavecchi
 JOSEPH COLAVECCHI, ESQUIRE

Commonwealth of Pennsylvania

County of _____ ss.

On this, the 31st day of August 1996, before me *Robert Stivers*
 the undersigned officer, personally appeared CORINNE SCHOONOVER and JOSEPH SCHOONOVER
 known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
 instrument, and acknowledged that they executed the same for the purpose therein
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires Jan 30 2001

Robert Stivers
 Robert Stivers

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STATE OF *New Jersey*
COUNTY OF *Monmouth* ss.

On this, the 31 day of August, 1996, before me,
the undersigned officer, personally appeared DIANA F. ROWE, known
to me (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 have hereunto set my hand and official
seal.

Diana F. Rowe

Robin Stivers

ROBIN STIVERS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 2001

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State of NEW JERSEY

County of Morris

On this, the 31st day of August 1996, before me the undersigned officer, personally appeared VERNETTE R. STIVERS and RUSSELL F. STIVERS

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires Jan. 30, 2000

[Signature]

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:45 PM
BY J. C. L...
FEES 17.00
Karen L. Starch, Recorder

Commonwealth of Pennsylvania

County of Clearfield

RECORDED in the Office for Recording of Deeds, etc., in and for the County, in Deed Book No. , Page

WITNESS my hand and official seal this day of , 1996

No Tax

Deed

WARRANTY DEED

The Philadelphia Co., Williamsport, Pa.

VERNETTE R. STIVERS and CORINNE SCHOONUYER, Co-Executrices of the Estate of Robert E. Dent, et al, Grantors

-and-

SOURCE ANN NORD, Grantee

Grantee

Dated August 31, 1996

For House, Garage and Lot

situated in Penn Township,

Clearfield County, Pennsylvania.

Consideration \$1.00

Recorded

Entered for Record in the Recorder's

Office of CLEARFIELD

County, this day of Aug. 9

1996

Page 2

Recorder

Entered of Record 9-10-1996 2:45 PM Karen L. Starch, 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**

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

* Member of California Bar
+ CPA/LLM in Taxation

November 21, 2003

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

TO: Joyce Ann Nunn John J. Shipp
Rural Rte 1 Box 508 Rural Rte 1 Box 508
Grampian, PA 16838 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 INMEDITAMENTE 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 Joyce Ann Nunn and John J. Shipp
PROPERTY ADDRESSES: Rural Rte 1 Box 508, Grampian, PA 16838
LOAN ACCOUNT NO.: 711723 00 582646
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: Rural Rte 1 Box 508, 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 582646

August 21, 2003 through November 21, 2003-4 payments of \$393.76 = \$1,575.04

Other charges (explain/itemize): Past Due Payments: \$1,575.04 + interest: \$1,848.41 = \$3,423.45

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 \$3,423.45, 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 be 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,

A handwritten signature in black ink, appearing to read "Herb P. Henderson, II", followed by a long horizontal flourish.

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

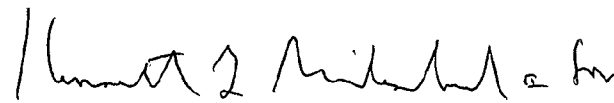
BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO. 04-64-CD
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
Defendants	:	

AFFIDAVIT OF SERVICE

I, Herbert P. Henderson, II, Attorney for the Plaintiff, depose and say that a true and correct copy of the Complaint filed in the above-captioned action was sent to John J. Shipps, Defendant, by Certified Mail, Article No. 7002 0460 0000 1900 3356, Return Receipt Requested, Restricted Delivery, and that the Return Receipt attached hereto, was executed by the Defendant on February 16, 2004.

I verify that the statements made in this Affidavit are true and correct. 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.

Dated: 3/2/04



Herbert P. Henderson, II
Attorney I.D. No. 56304
Attorney for Plaintiff

FILED

MAR 05 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. 04-64-CD

vs. :

ACTION IN MORTGAGE
FORECLOSURE

JOYCE ANN NUNN :
JOHN J. SHIPPS :

Defendants :

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. John Shipps
10 Shady Lane
Newton, NJ 07860

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

J. Zoppa

C. Date of Delivery

2/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☒ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7002 0460 0000 1900 3356

FILED

M 1:26 PM

MAR 05 2004

[Signature]

William A. Shaw
Prothonotary

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO. 04-64-CD
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
Defendants	:	

PRAECIPE

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above referenced matter.

Respectfully Submitted,

REIDENBACH, HENDERSON & PECHT

By:



Herbert P. Henderson, II, Esquire

Attorney for Plaintiff

36 East King Street

Lancaster, PA 17602

(717) 295-9159

Attorney I.D. No. 56304

FILED

MAR 08 2004

William A. Shaw
Prothonotary

FILED

m 2:16 80 ps 10.00

MAR 08 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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

NO. 04-64-CD

ACTION IN MORTGAGE
FORECLOSURE

TO: Mr. Shipps

DATE: March 8, 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

MAR 10 2004

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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS
Defendants

NO. 04-64-CD
ACTION IN MORTGAGE
FORECLOSURE

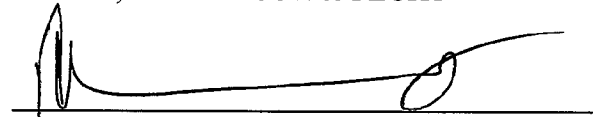
PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby
certify that on March 8, 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:

John J. Shipps
10 Shady Lane
Newton, NJ 07860

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 ND _{ac}
MAR 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15070

VS.

04-64-CD

NUNN, JOYCE ANN & JOHN J. SHIPPS

COMPLAINT ACTION IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

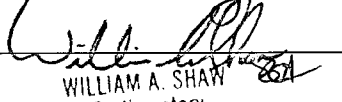
NOW MARCH 25, 2004 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOYCE ANN NUNN, DEFENDANT AT RESIDENCE, 421 LOCUST ST., APT 307, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOYCE ANN NUNN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS

Return Costs

Cost	Description
23.24	SHERIFF HAWKINS PAID BY: ATTY CK# 1366
10.00	SURCHARGE PAID BY: ATTY CK# 1479

Sworn to Before Me This

5th Day Of May 2004


WILLIAM A. SHAW

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

So Answers,


Chester A. Hawkins

Sheriff

FILED

013:3684
MAY 05 2004

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. 04-64-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

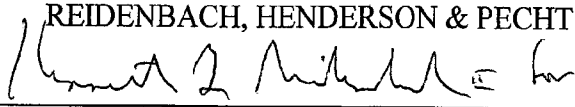
NOTICE

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 14 2004
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,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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:

Joyce Ann Nunn	John J. Shipps
RR1, Box 508	RR1, Box 508
Grampian, PA 16838	Grampian, PA 16838

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

3. On February 15, 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. 200202610. 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 August 21, 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	\$40,399.77
Interest through 1/2/04 (Per Diem \$12.50)	\$ 3,985.95
Attorney Fees	\$ 2,219.29
Cost of Title Search	\$ 110.00
TOTAL	\$46,715.01

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 \$43,120.38, 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.

A handwritten signature in dark ink, appearing to read 'Herbert P. Henderson, II', written over a horizontal line.

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

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200202610

RECORDED ON
Feb 19, 2002
11:21:12 AM
Total Pages: 7

RECORDING FEES - \$19.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50
CUSTOMER
BENEFICIAL CONS DISC CO

711806 -00-539847

MORTGAGE

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

THIS MORTGAGE is made this day 15TH of FEBRUARY 2002, between the Mortgagor, JOYCE ANN NUNN, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,399.77, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 15, 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 15, 2032;

☐ 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 08/31/1996 AND RECORDED 09/10/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1787 AND PAGE

76, TAX MAP OR PARCEL ID NO.: 125-F10-55
03-01-01 MTG

PA0012A1



*177004526995MTG9000PA0012A10**NUNN

* ORIGINAL

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

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

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property



is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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.

03-01-01 MTG

PA0012A3



*177004526995MTG9000PA0012A30**NUNN

* ORIGINAL

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.

03-01-01 MTG

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* ORIGINAL *

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



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.



03-01-01 MTG

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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.

Joyce Ann Nunn
JOYCE ANN NUNN -Borrower

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

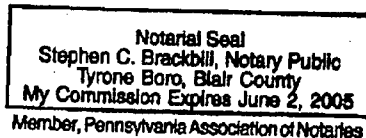
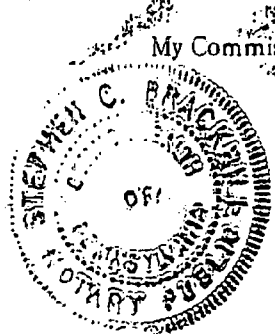
On behalf of the Lender. By: LINDA S. MILLER Linda S. Miller Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby certify that JOYCE ANN NUNN, NOT STATED

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 She 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 15TH day of FEBRUARY, 20 02.

My Commission expires:



Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER
(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



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* ORIGINAL

EXHIBIT B

WARRANTY DEED - 1996

Vol. 1787 HCE 76

PLANNED RECORDS, WILLIAMSPORT, PA

County Parcel No. 125-F10-33

This Deed,

MADE the 31 day of August

in the year nineteen hundred and ninety-six (1996)

BETWEEN VERNETTE R. STIVERS and CORINNE SCHOONOVER, Co-Executrices of the Estate of ROBERT E. DENT, SR.; VERNETTE R. STIVERS and RUSSELL F. STIVERS, her husband, of 15 Martin Road, Whippany, NJ 07981; CORINNE SCHOONOVER and JOSEPH SCHOONOVER, her husband, of 8579 Dumbie Bee Road, Tobyhanna, PA 18466; and DIANA P. ROWE of 26 Raleigh Street, Belleville, NJ 07109, parties of the first part, hereinafter referred to as Grantors,

A
B
C
D

JOYCE ANN MUMF of R.D. 1, Box 508, Grampian, Pennsylvania, 16838, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, That in consideration of One (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, her heirs and assigns,

ALL that certain piece or parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees West one hundred eighty (180) feet to post corner on line of said public road; thence along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING the same premises conveyed to Robert E. Dent, also known as Robert E. Dent, Sr., from Robert A. Spencer and Virginia R. Spencer, husband and wife, by deed dated January 9, 1995, said deed being recorded at Clearfield in Volume 1654, Page 214.

Robert E. Dent, also known as Robert E. Dent, Sr., passed away on January 11, 1996.

Letters Testamentary on the Estate of Robert E. Dent, also known as Robert E. Dent, Sr., were granted to Vernetta R. Stivers and Corinne Schoonover, Co-Executrices by the Office of the Clearfield County Register of Wills on January 17, 1996.

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This is a conveyance by the Grantees of any claim they may have to the above-described property which is being distributed to Joyce Ann Hunt as part of her distribution from the Estate of their deceased father, Robert E. Dent, also known as Robert E. Dent, Sr.

This is a conveyance from sisters to sister and is therefore tax exempt.

I hereby certify that this document
is a true and correct copy of the
original as recorded in the
Recorder's Office.



Karen L. Starns
Recorder of Deeds

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not subject to Act No. 204, approved September 14, 1965, as amended.)

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AND the said grantors will SPECIALLY WARRANT KNOWLEDGE OF THE PROPERTY hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Subscribed and delivered in the presence of

Russell F. Stivers
Joseph P. Schoonover
Russell F. Stivers
Vernette E. Stivers
Joseph P. Schoonover
Corinne Schoonover
Joseph P. Schoonover

Vernette E. Stivers [Seal]
 VERNETTE E. STIVERS, Co-Executrix of the
 Estate of Robert E. Dent
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER, Co-Executrix of the
 Estate of Robert E. Dent
Russell F. Stivers [Seal]
 RUSSELL F. STIVERS
Corinne Schoonover [Seal]
 CORINNE SCHOONOVER
Joseph P. Schoonover [Seal]
 JOSEPH SCHOONOVER

Diana F. Rowe (Seal)
 DIANA F. ROWE

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantors herein is as follows:
 R.R. 1, Box 508, Grampian, PA 16838

Joseph Colavecchi
 JOSEPH COLAVECCHI, ESQUIRE

Commonwealth of Pennsylvania

County of _____ ss.

On this, the 31st day of August 1996, before me *Robin Stivers*
 the undersigned officer, personally appeared CORINNE SCHOONOVER and JOSEPH SCHOONOVER
 known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
 instrument, and acknowledged that they executed the same for the purpose therein
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires Jan 30 2001

Robin Stivers

vol 1787 p 79

STATE OF *New Jersey*
COUNTY OF *Monmouth* :
: SS.

On this, the 31 day of August, 1996, before me,
the undersigned officer, personally appeared DIANA F. ROWE, known
to me (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 have hereunto set my hand and official
seal.

*Diana F. Rowe**Robin Stivers*

ROBIN STIVERS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 2001

VOL 1787 PGE 50

State of NEW JERSEY
County of Morris } ss.

On this, the 31st day of August 1996, before me
the undersigned officer, personally appeared VERNETTE R. STIVERS and RUSSELL F. STIVERS
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires

Jan 30 2000[Signature]

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:45 PM
BY [Signature]
FEES 17.00
Karen L. Starch, Recorder

Commonwealth of Pennsylvania

County of Clearfield } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for the
County, in Deed Book No. _____, Page _____

WITNESS my hand and official seal this _____ day of _____, 1996

Recorder of Deeds

No Tax

Deed

WARRANTY DEED

The Purchasers Co., Williamsport, Pa.

VERNETTE R. STIVERS and CORINNE
SCHOONOVER, Co-Executrices of the
Estate of Robert E. Dent, et al,
Grantors

-and-

JOYCE ANN NUNN,

Grantee

Dated August 31, 1996

For House, Garage and Lot

situated in Penn Township,

Clearfield County, Pennsylvania.

Consideration \$1.00

Recorded

Entered for Record in the Recorder's

Office of CLEARFIELDCounty, the _____ day of Th. 9_____ 1996

_____ Pm. 9

Recorder

Entered of Record 9-10 1996 2:45 PM Karen L. Starch, 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**

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

* Member of California Bar
+ CPA/LLM in Taxation

November 21, 2003

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

TO: Joyce Ann Nunn John J. Shipp
Rural Rte 1 Box 508 Rural Rte 1 Box 508
Grampian, PA 16838 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 INMEDITAMENTE 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 Joyce Ann Nunn and John J. Shipp
PROPERTY ADDRESSES: Rural Rte 1 Box 508, Grampian, PA 16838
LOAN ACCOUNT NO.: 711723 00 582646
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: Rural Rte 1 Box 508, 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 582646

August 21, 2003 through November 21, 2003-4 payments of \$393.76 = \$1,575.04

Other charges (explain/itemize): Past Due Payments: \$1,575.04 + interest: \$1,848.41 = \$3,423.45

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 \$3,423.45, 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 be 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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS
Defendants

NO. 04-64-CD

ACTION IN MORTGAGE
FORECLOSURE

TO: Joyce Ann Nunn

DATE: May 7, 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

MAY 17 2004

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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

NO. 04-64-CD

ACTION IN MORTGAGE
FORECLOSURE

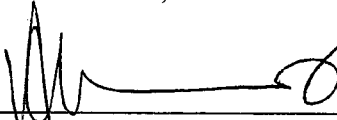
PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby
certify that on May 7, 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:

Joyce Ann Nunn
421 Locust Street, Apt 307
Curwensville, PA 16833

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
MAY 18 3:35 PM
MAY 17 2004

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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

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, Joyce Ann Nunn and John J. Shipps, 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	\$40,399.77
Interest through 5/18/04	\$ 5,698.45
Attorneys Commission	\$ 2,304.91
Total	\$48,403.13

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

MAY 21 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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

AFFIDAVIT AS TO MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

SS

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



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

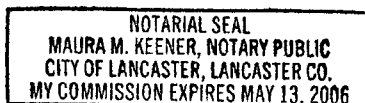
Sworn to and subscribed)

before me this 19th Day)

of May, 2004.)

Maura M. Keener)

Notary Public



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

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2004 Confessed Judgment Docket at 04-64-CD in the amount of \$48,403.13 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession if judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: _____

Prothonotary

To:

Joyce Ann Nunn
421 Locust Street, Apt 307
Curwensville, PA 16833

John J. Shipps
10 Shady Lane
Newton, NJ 07860

FILED

IN 1:58254 Notice to Adg
Adm to Adg
rec to Adg
MAY 21 2004

William A. Shaw
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.: 2004-00064-CD

Real Debt: \$48,403.13

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joyce Ann Nunn
John J. Shipps
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 21, 2004

Expires: May 21, 2009

Certified from the record this 21st day of May, 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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

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 Joyce Ann Nunn and John J. Shipps, Defendants,

and direct the Sheriff to levy on RR 1 Box 508, Grampian, PA 16838

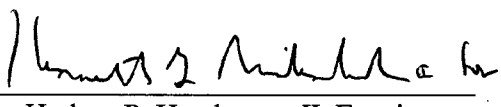
Amount Due:

Principal Due	\$40,399.77
Delinquent Interest	\$ 5,698.45
(Through 5/18/04 at	
per diem rate of \$12.50)	
Attorney Fee (5%)	\$ 2,304.91

TOTAL	\$48,403.13 plus costs of proceeding
	135.00 Prothonotary costs
	REIDENBACH, HENDERSON & PECHT

Dated: 6/14/04

By:


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

FILED

JUN 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

Aug pd. 2000

for 07/15/04
JUN 18 2004

1 cc @ Lewis

cc/prop. desc. to Shff

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,	:	
	:	No. 04-64-CD
Plaintiff	:	
vs.	:	MORTGAGE FORECLOSURE
	:	
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
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 Praecipe for the Writ of Execution was filed to the following information concerning the real property located at RR 1 Box 508, Grampian, PA 16838.

1. Names and addresses of Owners or Reputed Owners:

Joyce Ann Nunn	John J. Shipps
421 Locust Street, Apt 307	10 Shady Lane
Curwensville, PA 16833	Newton, NJ 07860

2. Names and addresses of Defendants in the Judgment:

Joyce Ann Nunn	John J. Shipps
421 Locust Street, Apt 307	10 Shady Lane
Curwensville, PA 16833	Newton, NJ 07860

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	Penn Township Sewage
Beneficial Mortgage Co. of Pennsylvania	RD 1 Box 39A
961 Weigel Drive	Grampian, PA 16838
P.O. Box 8634	
Elmhurst, IL 60126	

Mitchell Oil Company	Heilig Meyers Master Trust
P.O. Box 37	341 N. Delaware Avenue, Suite 405
Philipsburg, PA 16866	Philadelphia, PA 19125

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

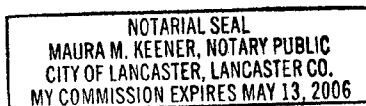
Date: 6/14/04

Sworn and subscribed)

before me this 14th Day)

of June, 2004.)

Maura M. Keener)



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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

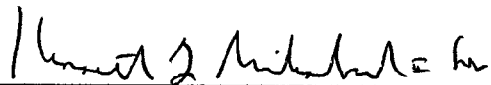
Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

AFFIDAVIT OF ACT 91 OF 1983

I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about November 21, 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.

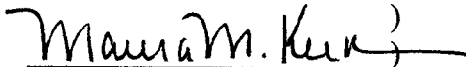

Herbert P. Henderson, II, Esquire
36 East King Street
Lancaster, PA 17602
(717) 295-9159
Attorney for the Plaintiff
Attorney ID No. 56304

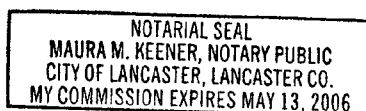
Dated: 6/14/04

Sworn and subscribed)

before me this 14th Day)

of June, 2004.)


Notary Public



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

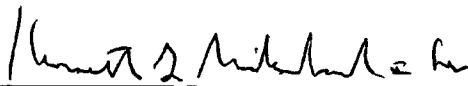
BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO. 04-64-CD
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
JOYCE ANN NUNN	:	
JOHN J. SHIPPS	:	
Defendants	:	

AFFIDAVIT OF LAST KNOWN ADDRESS

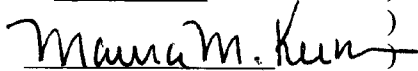
I, Herbert P. Henderson, II, Esq., Attorney for Plaintiff, hereby swear and affirm that the Defendants, last known addresses are:

Joyce Ann Nunn
421 Locust Street, Apt 307
Curwensville, PA 16833

John J. Shipps
10 Shady Lane
Newton, NJ 07860


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

Sworn and subscribed)
before me this 14th 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

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

Plaintiff

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.
Dated: May 21, 2004

Amount Due \$40,399.77
Interest \$ 5,698.45

Prothy. Costs \$ 135.00
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: 6/18/04
Deputy Prothonotary

LONG DESCRIPTION

ALL THAT CERTAIN piece of parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING THE SAME PREMISES WHICH Vernetta R. Stivers and Corinne Schoonover, Co-executries of the estate of Robert E. Dent, Sr., Vernetta R. Stivers and Russell F. Stivers, her husband; Corinne Schoonover and Joseph Schoonover, her husband and Diana F. Rowe.

TAX PARCEL: 125-F10-55

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 08/31/1996 and recorded 09/10/1996, among the land records of the County and State set forth above, in Deed Volume 1787 and Page 76.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff :

vs. :

JOYCE ANN NUNN and :
JOHN J. SHIPPS :

Defendants :

Judgment/Execution No. 04-64-CD

MORTGAGE FORECLOSURE

AFFIDAVIT 3129.2

NOTICE TO DEFENDANTS AND
LIEN HOLDERS OF RECORD

FILED
m/11/516/ NO CC
OCT 14 2004

William J. ...
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF LANCASTER

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to the law, deposes and says to the best of his knowledge, information and belief, that he is a partner in the law firm of Reidenbach & Henderson, which firm has acted as attorneys for Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, in this execution proceeding: that on September 30, 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 November 5, 2004, at 10:00 a.m. prevailing time, by

REGULAR MAIL, POSTAGE PREPAID

Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

John J. Shipps
10 Shady Lane
Newton, NJ 07860

Mitchell Oil Company
P.O. Box 37
Philipsburg, PA 16866

Clearfield County Tax Claim Bureau
230 East Market Street
Clearfield, PA 16830

Joyce Ann Nunn
421 Locust Street, Apt 307
Curwensville, PA 16833

Penn Township Sewage
RD1, Box 39A
Grampian, PA 16838

Heilig Meyers Master Trust
341 N. Delaware Avenue, Suite 405
Philadelphia, PA 19125

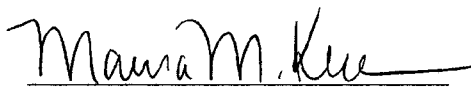
With a true and correct copy of the Notice that was sent to the Defendants (Defendants served by Regular and Certified Mail) and the lien holders, the record is attached and made a part of this affidavit, sent by United States First-class Mail, Postage Prepaid.

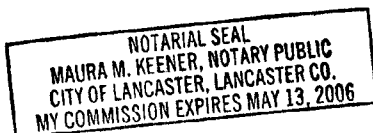
REIDENBACH & HENDERSON

By: 

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

Affirmed and subscribed to
before me this 8th day of
October 2004.


Notary Public



REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II

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

* Member of California Bar

September 30, 2004

Joyce Ann Nunn
421 Locust Street Apt 307
Curwensville, PA 16833

John J. Shipps
10 Shady Lane
Newton, NJ 07860

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

Owner/Defendant(s): Joyce Ann Nunn and John J. Shipps
Property to be sold: RR 1, Box 508, Grampian, PA 16838
Date of Sale: November 5, 2004
Place of Sale: Sheriff's Office of Clearfield County, 1 North Second Street, Suite 116, Clearfield, Pennsylvania
Time of Sale: 10:00 a.m.
Judgment Amount: \$48,403.13
Foreclosure Docket #: 04-64-CD
Executing Creditor: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

Dear Ms. Nunn and Mr. Shipps:

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
Herbert P. Henderson, II

HPH,II/mmk

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II

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

* Member of California Bar

September 30, 2004

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

Penn Township Sewage
RD 1, Box 39A
Grampian, PA 16838

Mitchell Oil Company
P.O. Box 37
Philipsburg, PA 16866

Heilig Meyers Master Trust
341 N. Delaware Avenue, Suite 405
Philadelphia, PA 19125

Clearfield County Tax Claim Bureau
230 East Market Street
Clearfield, PA 16830

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

Owner/Defendant(s): Joyce Ann Nunn and John J. Shipps
Property to be sold: RR 1, Box 508, Grampian, PA 16838
Date of Sale: November 5, 2004
Place of Sale: Sheriff's Office of Clearfield County, 1 North Second Street, Suite 116, Clearfield, Pennsylvania
Time of Sale: 10:00 a.m.
Judgment Amount: \$48,403.13
Foreclosure Docket: 04-64-CD
Executing Creditor: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

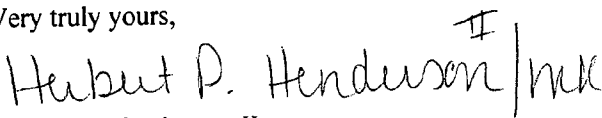
Dear Lienholder:

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/mmk

Reidenbach & Henderson
36 East King Street
Lancaster, PA 17602

☒ Certificate of mailing

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

Affix Stamp Here

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

196
3075
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SEP
PB 8694134

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value	Insured Value	Due Sender DC Fee	RD Fee	RR Fee
------	----------------	--	---------	-----	-----------------	--------------	---------------	-------------------	--------	--------

1		Clearfield County Tax Claim Bureau 230 East Market Street Clearfield, PA 16830	.30							
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2		Joyce Ann Nunn 421 Locust Street, Apt 307 Curwensville, PA 16833	.30							
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3		John J. Shipp 10 Shady Lane Newton, NJ 07860	.30							
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4										
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15										

Total Number of Pieces Listed by Sender	3	Total Number of Pieces Received at Post Office	3	Postmaster, Per (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damages in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (E) parcels.				
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PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

□ Encryption of messages.

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

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

UNITED STATES POSTAGE
198 01 200 PB8694134
SEP 20 07

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value	Insured Value	Due Sender	DC	Sec 1	SH	RD	RR
1		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania 961 Weigel Drive Elmhurst, IL 60126	.36										
2													
3													
4		Penn Township Sewage RD 1, Box 39A Grampian, PA 16838	.36										
5													
6													
7		Mitchell Oil Company P.O. Box 37 Phillipsburg, PA 16866	.30										
8													
9													
10													
11		Heilig Meyers Master Trust 341 N. Delaware Avenue, Suite 405 Philadelphia, PA 19125	.36										
12													
13													
14													
15													

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damages in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R800, S813, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

4902 5525 2000 01TE E002

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.38
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$ 7.63

Postmark Here
 9/30/04

Sent
 Street or P.O. Box
 City, State ZIP+4[®]

John J. Shipps
 10 Shady Lane
 Newton, NJ 07860

PSN Instructions

7003 3110 0002 5755 7091

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.38
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$

Postmark Here
 9/30/04

Sent
 Street or P.O. Box
 City, State ZIP+4[®]

Joyce Ann Nunn
 421 Locust Street, Apt 307
 Curwensville, PA 16833

PSN Instructions

67

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. 04-64-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
JOHN J. SHIPPS and JOYCE ANN NUNN : FORECLOSURE

ORDER

AND NOW, to wit, this 23rd day of December, 2004, upon consideration of the Plaintiff's Motion for Special Service, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is GRANTED and service upon the Defendant shall be effective by posting a copy of the Notice of Sale and Handbill on the most public part of the property and by mailing a copy of the Notice of Sale and Handbill and all future notices required by law, in connection with the Action in Mortgage Foreclosure, via U.S. first class mail, at their last known address, 421 Locust Street, Apt 307, Curwensville, PA 16833 and 10 Shady Lane Newton, NJ 07860.

BY THE COURT:

Judith J. Armonian
J.

Attest:

FILED
DEC 23 2004
c/11:20 L
William A. Shaw
Prothonotary
3 cmt to Att

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. 04-64-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
JOHN J. SHIPPS and JOYCE ANN NUNN : FORECLOSURE

FILED 3cc
DEC 22 2004
William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, comes the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, by and through its attorney, Herbert P. Henderson, II, and files the following Motion for Special Service:

1. The Plaintiff Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, is a Pennsylvania Business Corporation organized and existing under the laws of Pennsylvania, having a principal place of 961 Weigel Drive, Elmhurst, IL 60126.

2. The Defendant, Joyce Ann Nunn, is an adult individual with a last known address of 421 Locust Street, Apt 307, Curwensville, Pennsylvania, 16833.

3. The Defendant, John J. Shipps, is an adult individual with a last known address of 10 Shady Lane, Newton, New Jersey, 07860.

4. On or about June 18, 2004, Plaintiff filed an Writ of Execution of Judgment filed to Docket Number 04-64-CD. A true and correct copy of the Writ of Execution is attached hereto, made a part hereof, and marked Exhibit "A".

5. A Sheriff's Sale was scheduled for November 5, 2004.

6. The Sheriff's Office was unable to serve either Defendant with a Handbill and Notice of Sale

as per Pa. R.C.P. 3129.2 at which time the Sheriff's Sale was continued to February 4, 2005.

7. Plaintiff sent a Request for Change of Address to the Post Master in an attempt to obtain a new address for Defendant. The request was returned, "no change of address order on file". Attached hereto, made a part hereof and marked Exhibit "B"


8. In accordance with the PA Rules of Civil Procedure, Rule 410 and Rule 430, the Court may authorize service by posting a copy of the Notice on the most public part of the property, or by sending a copy of the Handbill and Notice of Sale by Certified Mail to the Defendant's last known address, or by other means, if any, that the Court deems appropriate to give Notice to Defendants.

9. The Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, believes and therefore avers that the Defendant is aware of the pending foreclosure action but is avoiding service.

WHEREFORE, the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, hereby requests the Court to allow it to serve the Defendant, by special service of the Notice of Sale and Handbill accordance with Pa. R.C.P. 410 (c)(2) and (3), namely service by posting and/or by Certified Mail to the last known address of Defendant or by such other means which the Court believes reasonable under the circumstances.

Respectfully submitted,

REIDENBACH & HENDERSON

By: 

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

VERIFICATION

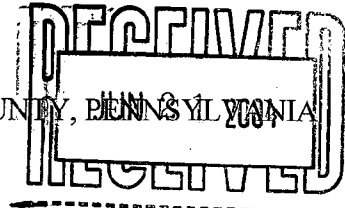
Herbert P. Henderson, II, Esquire hereby states that he is attorney for Plaintiff in this matter, that he is authorized to make this Verification, and that the statements made in the foregoing Motion for Special Service are true and correct to the best of his knowledge, information and belief. The undersigned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

A handwritten signature in black ink, appearing to read 'Herbert P. Henderson, II', written over a horizontal line.

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

Exhibit "A"

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

vs.

JOYCE ANN NUNN
JOHN J. SHIPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

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 Joyce Ann Nunn and John J. Shipps, Defendants,

and direct the Sheriff to levy on RR 1 Box 508, Grampian, PA 16838

Amount Due:

Principal Due	\$40,399.77
Delinquent Interest	\$ 5,698.45
(Through 5/18/04 at	
per diem rate of \$12.50)	
Attorney Fee (5%)	\$ 2,304.91

TOTAL	\$48,403.13 plus costs of proceeding
	135.00 Prothonotary costs
	REIDENBACH, HENDERSON & PECHT

FILED
JUN 18 2004
William A. Shaw
Prothonotary/Clerk of Courts

Dated: 6/14/04

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

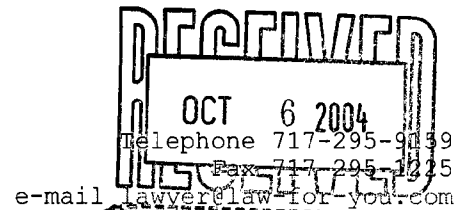
EXHIBIT "B"

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II

* Member of California Bar



September 29, 2004

Postmaster
525 State St
Curwensville, PA 16833

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (If a boxholder) for the following:

Name: Joyce Ann Nunn

Address: 421 Locust Street, Apt 307, Curwensville, PA 16833

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholders information.

The following information is provided in accordance with 39 CFR 265.6 (d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is **waived** in accordance with 39 CFR 265.6 (d)(1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se- except a corporation acting pro se must cite statute): _____
3. The names of all known parties to the litigation: Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania v. Joyce Ann Nunn and John J. Shipp
4. The court in which the case has been or will be heard: Mortgage Foreclosure Action filed in Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been issued: 04-64-00
6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Herbert P. Henderson II
Signature

36 East King Street
Address

Herbert P. Henderson, II
Printed Name

Lancaster, PA 17602
City, State, ZIP Code

FOR POST OFFICE USE ONLY

BOXHOLDER'S

POSTMARK

☒ No change of address order on file. NO ADDRESS or

☐ Not known at address given. NAME and STREET ADDRESS

☐ Moved, left no forwarding address. _____

☐ No such address. _____



Praeipie for Writ of Execution-MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-64-CD

Joyce Ann Nunn and
John J. Shipps

NO. _____ TERM _____

PRAEIPIE FOR WRIT OF EXECUTION

To the Prothonotary:

FILED *Att'y rd 20.00*
m/2:11/61
MAR 14 2005 *10096 writs*
w/prop deser.
to Shff

William A. Shaw
Prothonotary/Clerk of Courts

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Joyce Ann Nunn and John J. Shipps

_____ of
defendant(s) and

3. Against the following property in the hands of (name) _____
Joyce Ann Nunn and John J. Shipps

4. And index this writ;

(a) against Joyce Ann Nunn and John J. Shipps

Defendant(s) and

(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name
of garnishee as follows, RR 1, Box 508, Grampian, PA 16838

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 48,403.13

Interest from 7.95 per day \$ _____

Costs (to be added) \$ _____

Prothonotary costs 155.00

Terrence J. McCabe

TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff(s)

NO. 04-64-CD TERM

NO. TERM

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

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

VS.

Joyce Ann Nunn and John J.
Shipp

Præcipe for Writ of
Execution

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

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 48,403.13

INTEREST FROM

7.95 per day

PROTHONOTARY 155.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

Terrence J. McCabe
Attorney for Plaintiff(s)

LONG DESCRIPTION

ALL THAT CERTAIN piece of parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING THE SAME PREMISES WHICH Vernetta R. Stivers and Corinne Schoonover, Co-executries of the estate of Robert E. Dent, Sr., Vernetta R. Stivers and Russell F. Stivers, her husband; Corinne Schoonover and Joseph Schoonover, her husband and Diana F. Rowe.

TAX PARCEL: 125-F10-55

SEIZED, taken in execution to be sold as the property of JOHN J. SHIPPS AND JOYCE ANN NUNN, at the suit of BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA. JUDGMENT NO. 04-64-CD.

Being Known As: RR 1, Box 508, Grampian, PA 16838.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

Joyce Ann Nunn and
John J. Shipps

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-64-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 RR 1, Box 508, Grampian, PA 16838, 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

Joyce Ann Nunn

421 Locust Street, Apt. 307
Curwensville, PA 16833

John J. Shipps

10 Shady Lane
Newton, NJ 07860

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

Name

Address

Joyce Ann Nunn

421 Locust Street, Apt. 307
Curwensville, PA 16833

John J. Shipps

10 Shady Lane
Newton, NJ 07860

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.

Penn Township Sewage

RD 1, Box 39-A
Grampian, PA 16838

Mitchell Oil Co.

P.O. Box 37
Phillipsburg, PA 16866

Heilig Meyers Master Trust

c/o Apothaker
1341 N. Delaware Avenue
Apt/Ste 405
Philadelphia, PA 19125

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

Name

Address

Plaintiff herein.

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

Name

Address

None

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

Name

Address

Tenant(s)

RR 1, Box 508
Grampian, PA 16838

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.

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Sq.
Dept. #280601
Harrisburg, PA 17128

Dept. Of Public Welfare
TPL Casualty Unit
Estate Recovery Program

Willow Oak Building
P.O. Box 8486
Harrisburg, PA 17105

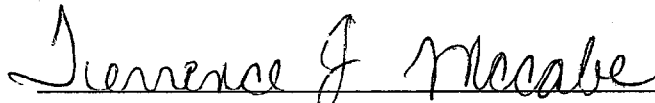
Clearfield County
Tax Claim Bureau

230 East Market Street
Suite 121
Clearfield, PA 16830

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

March 10, 2005

DATE


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

LONG DESCRIPTION

ALL THAT CERTAIN piece of parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING THE SAME PREMISES WHICH Vernetta R. Stivers and Corinne Schoonover, Co-executries of the estate of Robert E. Dent, Sr., Vernetta R. Stivers and Russell F. Stivers, her husband; Corinne Schoonover and Joseph Schoonover, her husband and Diana F. Rowe.

TAX PARCEL: 125-F10-55

SEIZED, taken in execution to be sold as the property of JOHN J. SHIPPS AND JOYCE ANN NUNN, at the suit of BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA. JUDGMENT NO. 04-64-CD.

Being Known As: RR 1, Box 508, Grampian, PA 16838.

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

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

Vs.

NO.: 2004-00064-CD

COPY

Joyce Ann Nunn and
John J. Shipps

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, Plaintiff(s) from JOYCE ANN NUNN and JOHN J. SHIPPS, 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: \$48,403.13
INTEREST from 7.95 per day
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/14/2005

PAID: \$155.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

LONG DESCRIPTION

ALL THAT CERTAIN piece of parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING THE SAME PREMISES WHICH Vernetta R. Stivers and Corinne Schoonover, Co-executries of the estate of Robert E. Dent, Sr., Vernetta R. Stivers and Russell F. Stivers, her husband; Corinne Schoonover and Joseph Schoonover, her husband and Diana F. Rowe.

TAX PARCEL: 125-F10-55

SEIZED, taken in execution to be sold as the property of JOHN J. SHIPPS AND JOYCE JOYCE ANN NUNN, at the suit of BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA. JUDGMENT NO. 04-64-CD.

Being Known As: RR 1, Box 508, Grampian, PA 16838.

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 :

vs. :

No. 04-64-CD

JOHN J. SHIPPS and JOYCE ANN NUNN :

FILED
M 1:29 PM 100600

FEB 22 2005

PRAECIPE

William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Kindly withdraw the appearance of Herbert P. Henderson, II, Esquire, of Reidenbach & Henderson, on behalf of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania with regard to the above-captioned action.

Date: 1/27/05

REIDENBACH & HENDERSON

By: [Signature]

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

Kindly enter the appearance of Terrence J. McCabe, Esquire, of McCabe, Weisberg & Conway, P.C. on behalf of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania with regard to the above-captioned action.

Date: 2/17/05

MCCABE, WEISBERG & CONWAY, P.C.

By: [Signature]

Terrence J. McCabe
Attorney I.D. No. 16496
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF
PENNSYLVANIA

Plaintiff

vs.

JOYCE ANN NUNN and JOHN J. SHIPPS

Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 04-64-CD

FILED
019:00/801 Amy
MAR 24 2005
William A. Shaw
Prothonotary/Clerk of Courts
B. PAHL

ORDER

AND NOW, this 24th day of March, 2005, upon consideration of the Motion of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania for Reassessment of Damages, it is ORDERED that reassessment of damages is hereby granted and the Plaintiff's Judgment in this case is to be reassessed by the Prothonotary as follows:

Judgment	\$ 48,403.13
Interest (05/18/04 through 03/18/05)	
@ \$12.50 per diem	\$ 4,025.00
Corporate Advances	\$ 6,143.34
REASSESSED DAMAGES	<u>\$ 58,571.47</u>

BY THE COURT:

Paul E. Cherry
J.

FILED

MAR 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.
BY: BONNIE DAHL, ESQUIRE
Identification Number 79294
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

Plaintiff

vs.

JOYCE ANN NUNN and JOHN J. SHIPPS

Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 04-64-CD

FILED^{icc}
019:2061
MAR 24 2005
W. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S MOTION FOR REASSESSMENT OF DAMAGES

Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania (hereinafter referred to as "Beneficial"), files this motion for Reassessment of Damages for the following reasons:

1. On March 11, 2004, Plaintiff's Complaint in Mortgage Foreclosure was filed.
2. On May 21, 2004, Judgment was entered in favor of Plaintiff, Beneficial and against Defendants, John J. Shipps and Joyce Ann Nunn, in the amount of \$48,403.13 plus interest and costs.
3. Since the entry of Judgment, Plaintiff has incurred corporate advances in the amount of \$6,143.34 to protect its security interest.
4. Upon disposition of this petition, the amount due and owing will be as follows:

Judgment	\$ 48,403.13
Interest (05/18/04 through 03/18/05)	
@ \$12.50 per diem	\$ 4,025.00
Corporate Advances	\$ 6,143.34

REASSESSED DAMAGES

\$ 58,571.47

5. Under the terms of the mortgage, Plaintiff is entitled to inclusion of the figures set forth above and requests such other and further relief as is just.

6. Since service of the Notice of Sale was effectuated by certified mail and posting pursuant to Court Order, we request that notice of presentation of this Motion be waived. A true and correct copy of the Order for Alternative Service is attached hereto as Exhibit "A."

7. Defendants will not be prejudiced by the entry of the proposed Order because this foreclosure has been and remains uncontested.

WHEREFORE, Plaintiff requests this Honorable Court issue an Order to the Prothonotary to reassess damages as set forth above.

Respectfully submitted,

McCABE, WEISBERG & CONWAY, P.C.


BONNIE DAHL, ESQUIRE
Attorney for Plaintiff

VERIFICATION

BONNIE DAHL, Esquire, hereby states that she is the attorney for Plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing facts are true and correct to the best of her knowledge, information and belief.

The undersigned also understands that his statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.



BONNIE DAHL, ESQUIRE
Attorney for Plaintiff
123 S. Broad Street, Suite 2080
Philadelphia, PA 19109
Tel.: (215) 790-1010
Fax.: (215) 790-1274

Dated: 3/17/05

EXHIBIT "A"

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. 04-64-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
JOHN J. SHIPPS and JOYCE ANN NUNN : FORECLOSURE

ORDER

AND NOW, to wit, this 23rd day of December, 2004, upon consideration of the Plaintiff's Motion for Special Service, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is GRANTED and service upon the Defendant shall be effective by posting a copy of the Notice of Sale and Handbill on the most public part of the property and by mailing a copy of the Notice of Sale and Handbill and all future notices required by law, in connection with the Action in Mortgage Foreclosure, via U.S. first class mail, at their last known address, 421 Locust Street, Apt 307, Curwensville, PA 16833 and 10 Shady Lane Newton, NJ 07860.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

Attest:

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

DEC 23 2004

Attest.

William A. Khan
Prothonotary/
Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: BONNIE DAHL, ESQUIRE

Attorney for Plaintiff

Identification Number 79294

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

bdahl@mwc-law.com

BENEFICIAL CONSUMER
DISCOUNT COMPANY d/b/a
BENEFICIAL MORTGAGE
COMPANY OF PENNSYLVANIA

Plaintiff

vs.

JOYCE ANN NUNN and
JOHN J. SHIPPS

Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 04-64-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT
OF ITS MOTION FOR REASSESSMENT OF DAMAGES**

1. Matter Before the Court.

Plaintiff's instant motion is for the Reassessment of Damages with respect to its action in mortgage foreclosure. Under the terms of the mortgage, the relevant portions of which have been highlighted for the Court's review, Plaintiff, as mortgagee, is entitled to reimbursement of costs incurred to protect its secured interest. A true and correct copy of mortgage is attached hereto as Exhibit "B." Plaintiff has, in fact, incurred costs subsequent to the Court's entry of Judgment. Plaintiff, therefore, has filed this instant motion.

2. Statement of Question Involved.

Is Plaintiff entitled to reassess damages to recover costs incurred post-judgment and prior to the payment of judgment in full?

Suggested answer: yes.

3. Facts.

Plaintiff's Complaint in Mortgage Foreclosure was filed on March 11, 2004. On May 21, 2004, Judgment was entered in favor of Plaintiff, Beneficial and against Defendants,

Joyce Ann Nunn and John J. Sipps, in the amount of \$43,403.13 plus interest and costs.

Since the entry of Judgment, Plaintiff has incurred corporate advances in the amount of \$6,143.34. Additionally, interest has accrued in the amount of \$4,025.00.

4. Argument.

Under the terms of the mortgage, Plaintiff is entitled to recoup Real Estate Taxes, Insurance Premiums, and other charges advanced by the Mortgagee which are advances necessary to protect its security interest. As set forth in Plaintiff's foregoing Petition, these advances are recoverable in the amount of Judgment against the Defendant.

Plaintiff is entitled to the reassessment of damages so long as Plaintiff's motion is filed prior to the payment of judgment in full. *Chase Home Mortgage Corporation of the Southeast v. Good*, 370 Pa.Super. 570, 537 A.2d 22 (1988).

5. Relief.

WHEREFORE, Plaintiff respectfully requests this Court enter an ORDER to the Prothonotary to reassess damages as set forth above.

Respectfully submitted,

McCABE, WEISBERG & CONWAY, P.C.

A handwritten signature in black ink, appearing to read 'Bonnie Dahl', is written over a horizontal line.

BONNIE DAHL, ESQUIRE

Attorney for Plaintiff

EXHIBIT "B"

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200202610

RECORDED ON

Feb 19, 2002
11:21:12 AM

Total Pages: 7

RECORDING FEES - \$19.00

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$21.50

CUSTOMER
BENEFICIAL CONS DISC CO

711806 -00-539847

MORTGAGE

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

THIS MORTGAGE is made this day 15TH of FEBRUARY 2002, between the Mortgagor, JOYCE ANN NUNN, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16886 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,399.77 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 15, 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 15, 2032;

☐ 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 08/31/1996 AND RECORDED 09/10/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1787 AND PAGE

76, TAX MAP OR PARCEL ID NO.: 125-F10-55
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* ORIGINAL

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.

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.

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* ORIGINAL

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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* ORIGINAL *

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



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.

Joyce Ann Nunn
JOYCE ANN NUNN -Borrower

-Borrower

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

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

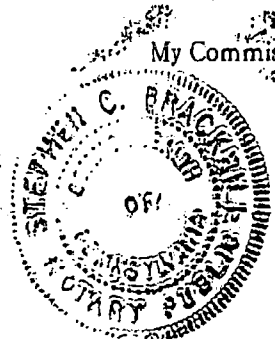
On behalf of the Lender. By: Linda S. Miller Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby
certify that JOYCE ANN NUNN, NOT STATED

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 She
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 15TH day of FEBRUARY, 2002.

My Commission expires:



Notarial Seal
Stephen C. Brackbill, Notary Public
Tyrone Boro, Blair County
My Commission Expires June 2, 2005
Member, Pennsylvania Association of Notaries

Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER
(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*177004526995MTG9000PA0012A70**NUNN

* ORIGINAL

McCAEE, WEISBERG AND CONWAY, P.C.

BY: BONNIE DAHL, ESQUIRE

Attorney for Plaintiff

Identification Number 79294

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

bdahl@mwc-law.com

BENEFICIAL CONSUMER
DISCOUNT COMPANY d/b/a
BENEFICIAL MORTGAGE
COMPANY OF PENNSYLVANIA

Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 04-64-CD

vs.

JOYCE ANN NUNN and
JOHN J. SHIPPS

Defendants

CERTIFICATE OF SERVICE

I, BONNIE DAHL, Esquire, attorney for Movant, hereby certify that I served a true and correct copy of the Motion of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania for Reassessment of Damages by United States Mail, first class, postage prepaid, on the March 18, 2005, upon the following:

Joyce Ann Nunn
421 Locust Street
Apt. 307
Curwensville, PA 16833

John J. Shipps
10 Shady Lane
Newton, NJ 07860


BONNIE DAHL, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16121
NO: 04-64-CD

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

vs.

DEFENDANT: JOHN J. SHIPPS AND JOYCE ANN NUNN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/18/2004

LEVY TAKEN 08/30/2004 @ 10:04 AM

POSTED 01/12/2005 @ 11:42 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/26/2005

DATE DEED FILED **NOT SOLD**

FILED

011127801
APR 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/04/2004 @ SERVED JOHN J. SHIPPS

SEPTEMBER 30, 2004 SERVED JOHN J. SHIPPS BY CERT. AND REGULAR MAIL TO 10 SHADY LANE, NEWTON, NJ 07860 CERT #70023150000078545542. MAIL CLAIMED BY MARK D. BATLTON ON 10/4/04

@ SERVED JOYCE ANN NUNN

SERVED JOYCE ANN NUNN BY CERT. AND REGULAR MAIL PER COURT ORDER TO 421 LOCUST ST. APT 307, CURWENSVILLE, PA 16833 CERT #70023150000078546255. RETURNED UNCLAIMED TO SHERIFF'S OFFICE.

@ SERVED JOHN J. SHIPPS

NOW, JANUARY 10, 2005 RE SERVED JOHN J. SHIPPS PER COURT ORDER BY CERT. AND REGULAR MAIL TO 10 SHADY LANE, NEWTON, NJ 07860 CERT #70033110000193800305. CERT MAIL WAS RETURNED UNCLAIMED

@ SERVED

NOW, APRIL 26, 2005 RETURN WRIT AS UNEXUCATED THERE WAS NO ONE TO REPRESENT PLAINTIFF AT THE MARCH 4, 2005 SHERIFF'S SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16121
NO: 04-64-CD

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

vs.

DEFENDANT: JOHN J. SHIPPS AND JOYCE ANN NUNN

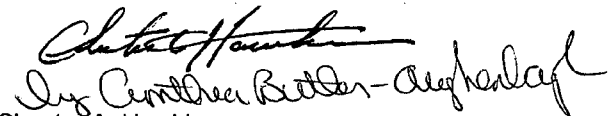
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$281.69

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

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

Plaintiff

vs.

JOYCE ANN NUNN
JOHN J. SHEPPS

Defendants

No. 04-64-CD

MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.
Dated: May 21, 2004

Amount Due \$40,399.77
Interest \$ 5,698.45

Prothy. Costs \$ 135.00
Sheriff's Costs \$ _____

REIDENBACH, HENDERSON & PECHT

By:

Herbert P. Henderson, II, Esquire
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:

Deputy Prothonotary

(SEAL)

Received June 18, 2004 @ 2:00 P.M.
Chester A. Wankin
by Cynthia Butler-Aufderbaugh

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 08/31/1996 and recorded 09/10/1996, among the land records of the County and State set forth above, in Deed Volume 1787 and Page 76.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN J. SHIPPS

NO. 04-64-CD

NOW, April 26, 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 March 04, 2005, I exposed the within described real estate of John J. Shipps And Joyce Ann Nunn to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.50
LEVY	15.00
MILEAGE	9.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	20.19
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	15.00
ADD'L MILEAGE	18.00
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$281.69

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	40,399.77
INTEREST @ 12.5000	3,625.00
FROM 05/18/2004 TO 03/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	5,698.45
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$49,763.22

COSTS:

ADVERTISING	514.48
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	281.69
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,314.17

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John J. Shipps
10 Shady Lane
Newton, NJ 07860

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5542

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY
A. Signature

x *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Mary D. Ball

C. Date of Delivery

10/4

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

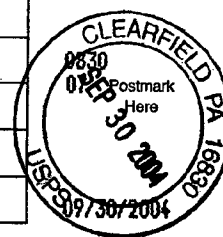
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

NEWTON NJ 07860

Postage	\$ <i>66</i>
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ <i>44.65</i>


Sent To

John J. Shipps

Street, Apt. No.,
or PO Box No.

10 Shady Lane

City, State, ZIP+4

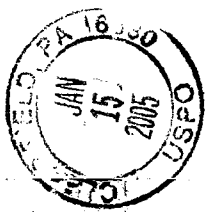
Newton, NJ 07860

PS Form 3800, June 2002

See Reverse for Instructions

7002 3150 0000 7854 5542

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John J. Shipps
10 Shady Lane
Newton, NJ 07860

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

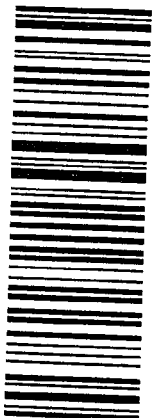
7003 3110 0001 9380 0305

Domestic Return Receipt

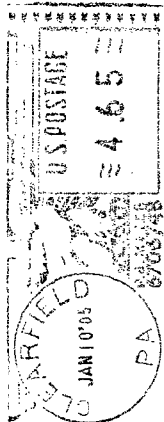
102595-02-M-1540



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0305



JOHN J. SHIPPS
10 SHADY LANE
NEWTON, NJ 07860

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/ STREET
☐ OTHER ☐ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

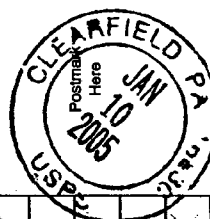
RTS
RETURN TO SENDER

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

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To John J. Shipps
Street, Apt. No., or PO Box No. 10 Shady Lane
City, State, ZIP+4 Newton, NJ 07860

PS Form 3800, June 2002 See Reverse for Instructions

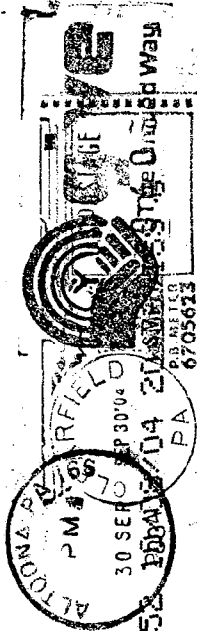
7003 3110 0001 9380 0305



CHESTER A. HAWKINS

SHERIFF

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



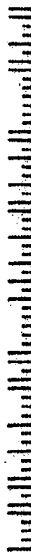
RCVD USPS 152

JOHN J. SHIPPS
10 SHADY LANE

A ☐ INSUFFICIENT ADDRESS
C ☐ ATTEMPTED NOT KNOWN
S ☐ NO SUCH NUMBER/ STREET
☒ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RTS
RETURN TO SENDER

02





CHESTER A. HAWKINS
SHERIFF

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

CERTIFIED MAIL™



7002 3150 0000 7854 6525



*936 Eedar Dr
Newtown PA 17056*

fwd

1/14/05
10 5
Newtown

JOYCE ANN NUNN

421 LOCUST STREET, APT 307
CURWENSVILLE, PA 16833

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED

☐ OTHER



UNCLAIMED

*Rec.
2-7-05*

16830/2432
07860/1002

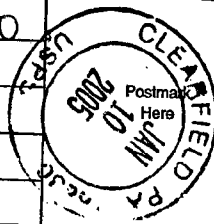
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ <i>.60</i>
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.65</i>



Sent To **Joyce Ann Nunn**
Street, Apt. No., or PO Box No. **421 Locust Street, Apt 307**
City, State, ZIP+4 **Curwensville, PA 16833**

PS Form 3800, June 2002

See Reverse for Instructions

7002 3150 0000 7854 6525

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Joyce Ann Nunn
421 Locuts Street, Apt 307
Curwensville, PA 16833

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 3150 0000 7854 6525

Return Receipt

102595-02-M-1540

REIDENBACH & HENDERSON36 East King Street
Lancaster, PA 17602Kenneth G. Reidenbach, II*
Herbert P. Henderson, IITelephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

* Member of California Bar

November 4, 2004


VIA FACSIMILE: 814-765-5915

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of
Pennsylvania vs. Joyce Ann Nunn and John J. Shipps
Sheriff Sale Scheduled for Friday, November 5, 2004

Dear Sir or Madam:

Please continue the sale scheduled for November 5, 2004, and reschedule it for February 4, 2005,
due to a service problem.Thank you for your assistance in this matter. Should you have any questions or need additional
information, please contact me.Very truly yours,
REIDENBACH & HENDERSON

By:


Maura M. Keener
Paralegal

MMK

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. 04-64-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
JOHN J. SHIPPS and JOYCE ANN NUNN : FORECLOSURE

ORDER

AND NOW, to wit, this 23rd day of December, 2004, upon consideration of the Plaintiff's Motion for Special Service, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is GRANTED and service upon the Defendant shall be effective by posting a copy of the Notice of Sale and Handbill on the most public part of the property and by mailing a copy of the Notice of Sale and Handbill and all future notices required by law, in connection with the Action in Mortgage Foreclosure, via U.S. first class mail, at their last known address, 421 Locust Street, Apt 307, Curwensville, PA 16833 and 10 Shady Lane Newton, NJ 07860.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

Attest:

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

DEC 23 2004

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II

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

* Member of California Bar

January 14, 2005

VIA FACSIMILE: 814-765-5915

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

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of
Pennsylvania vs. Joyce Ann Nunn and John J. Shipps
Sheriff Sale Scheduled for February 4, 2005

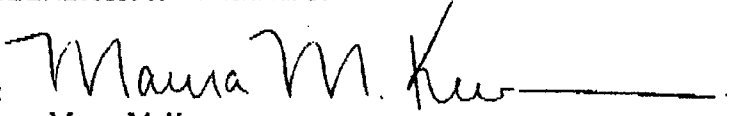
Dear Sir or Madam:

Please continue the sale scheduled for February 4, 2005 to March 4, 2005, due to a service problem.

Thank you for your assistance in this matter. Should you have any questions or need additional information, please contact me.

Very truly yours,
REIDENBACH & HENDERSON

By:


Maura M. Keener
Paralegal

MMK

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Identification Number 16496

Attorney for Plaintiff

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

BENEFICIAL CONSUMER DISCOUNT :

COMPANY d/b/a BENEFICIAL MORTGAGE :

CLEARFIELD COUNTY

CO. OF PENNSYLVANIA :

NC: 04-64-CD

vs. :

JOHN J. SHIPPS :

and :

JOYCE ANN NUNN :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA

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 May 17, 2005 per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendants, John J. Shipps and Joyce Ann Nunn, by regular mail and certified mail, return receipt requested, addressed to their last-known addresses of 421 Locust Street, Apt. 307, Curwensville, PA 16833 and 10 Shady Lane, Newton, NJ 07860. True and correct copies of the letter, certified return receipt, and certificate of mailing are

FILED

JUN 15 2005

W. A. Shaw

Prothonotary/Clerk of Courts

1 cc. nt to H-17

(60)

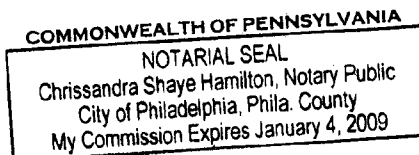
attached hereto, made a part hereof, and marked as Exhibit "A ."

3. Per a conversation with the Sheriff's office, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendants, John J. Shipps and Joyce Ann Nunn, by posting the same at the mortgaged premises known as Rural Route 1 Box 508, Grampian, PA 16838 on May 16, 2005.

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY
OF JUNE, 2005.

Chrissandra Shaye Hamilton
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 : NO. 04-64-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
JOHN J. SHIPPS and JOYCE ANN NUNN : FORECLOSURE

ORDER

AND NOW, to wit, this 23rd day of December, 2004, upon consideration of the Plaintiff's Motion for Special Service, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is GRANTED and service upon the Defendant shall be effective by posting a copy of the Notice of Sale and Handbill on the most public part of the property and by mailing a copy of the Notice of Sale and Handbill and all future notices required by law, in connection with the Action in Mortgage Foreclosure, via U.S. first class mail, at their last known address, 421 Locust Street, Apt 307, Curwensville, PA 16833 and 10 Shady Lane Newton, NJ 07860.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

Attest:

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

DEC 23 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

7005 0390 0004 6136 0617

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: John J. Shipps	
Street, Apt. No., or PO Box No. 10 Shady Lane	
City, State, ZIP+4 Newton, NJ 07860	
PS Form 3800, June 2002 See Reverse for Instructions	

- * Licensed in PA & NJ
- ** Licensed in PA & NY
- *** Licensed in PA, NJ & NY
- † Licensed in NY & CT
- ^ Licensed in NY
- ‡ Managing Attorney for NJ
- + Managing Attorney for NY

LAW OFFICES
EISBERG & CONWAY, P.C.

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

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

SUITE 205
53 WEST 36TH STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

Affiliated with:
WHITTLESEY McDOWELL & RIGA P.C.
Joseph F. Riga*
Of Counsel

Exhibit A

May 17, 2005

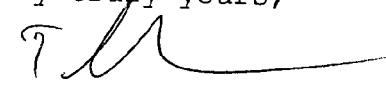
John J. Shipps
10 Shady Lane
Newton, NJ 07860

RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage
Co. of Pennsylvania vs. Joyce Ann Nunn and John J. Shipps
Clearfield County; CCP; Number 04-64-CD

Dear John J. Shipps:

Enclosed please find Notice of Sheriff's Sale of Real Property
relative to the above-captioned matter.

Very truly yours,



TERRENCE J. McCABE

TJM/sy

Enclosure

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NO. 7005 0390 0004 6136 0617
RETURN RECEIPT REQUESTED

7005 0390 0004 6136 0600

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Joyce Ann Nunn
 Street, Apt. No.,
 or PO Box No. 421 Locust St., apt. 307
 City, State, ZIP+4 Curwensville, PA 16833

PS Form 3800, June 2002 See Reverse for Instructions

† Licensed in NY & CT
 * Licensed in NY
 † Managing Attorney for NJ
 + Managing Attorney for NY

LAW OFFICES
EISBERG & CONWAY, P.C.

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

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

SUITE 205
 53 WEST 36TH STREET
 NEW YORK, NY 10018
 (917) 351-1188
 FAX (917) 351-0363

Exhibit A

Affiliated with:
WHITTLESEY McDOWELL & RIGA P.C.
 Joseph F. Riga*
Of Counsel

May 17, 2005

Joyce Ann Nunn
 421 Locust Street, Apt. 307
 Curwensville, PA 16833

RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage
 Co. of Pennsylvania vs. Joyce Ann Nunn and John J. Shipp
 Clearfield County; CCP; Number 04-64-CD

Dear Joyce Ann Nunn:

Enclosed please find Notice of Sheriff's Sale of Real Property
 relative to the above-captioned matter.

Very truly yours,



TERRENCE J. McCABE

TJM/sy

Enclosure

SENT VIA REGULAR MAIL AND
 CERTIFIED MAIL NO. 7005 0390 0004 6136 0600
 RETURN RECEIPT REQUESTED

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

Postage

Joyce Ann Nunn
421 Locust Street
Apt. 307
Curwensville, PA 16833

John J. Shipp
10 Shady Lane
Newton, NJ 07860

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
1	1
2	2
3	3
4	4
5	5
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7	7
8	8
9	9
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100	100

Postmaster, Per (Name of receiving employee)

2.

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

Adix

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonreplaceable documents under universal coverage is \$100 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The Express Mail document reconstruction insurance is \$100 per piece subject to special Express Mail Service merchandise insurance available for up to \$2,000 to states, but not all countries. The maximum indemnity payable on Express Mail merchandise insurance is \$100, but if special Express Mail Service merchandise insurance is available for up to \$2,000 to states, but not all countries. The maximum indemnity payable on Standard Mail® 9500, 9513, and 9521 for limitations of coverage on insured and COD mail. See *Danzon Mail Manual* 9500, 9513, and 9521 for limitations of coverage on insured and COD mail. See *Danzon Mail Manual* 9500, 9513, and 9521 for limitations of coverage on insured and COD mail. See *Danzon Mail Manual* 9500, 9513, and 9521 for limitations of coverage on insured and COD mail. See *Danzon Mail Manual* 9500, 9513, and 9521 for limitations of coverage on insured and COD mail.

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 Co. of Pennsylvania
vs.
Joyce Ann Nunn and
John J. Shipps

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-64-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 17th day of May, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

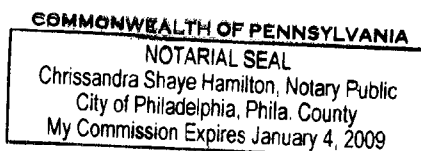
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17th DAY
OF May, 2005.


NOTARY PUBLIC



OK FILED
MAY 11 4 50 PM '05
MAY 24 2005

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

Exhibit A

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Co. of Pennsylvania
vs.
Joyce Ann Nunn and
John J. Shipps

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-64-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 RR 1, Box 508, Grampian, PA 16838, 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
Joyce Ann Nunn	421 Locust Street, Apt. 307 Curwensville, PA 16833
John J. Shipps	10 Shady Lane Newton, NJ 07860

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

Name	Address
Joyce Ann Nunn	421 Locust Street, Apt. 307 Curwensville, PA 16833
John J. Shipps	10 Shady Lane Newton, NJ 07860

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.

Penn Township Sewage

RD 1, Box 39-A
Grampian, PA 16838

Mitchell Oil Co.

P.O. Box 37
Phillipsburg, PA 16866

Heilig Meyers Master Trust

c/o Apothaker
1341 N. Delaware Avenue
Apt/Ste 405
Philadelphia, PA 19125

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

Name

Address

Plaintiff herein.

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

Name

Address

None

Exhibit A

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)

RR 1, Box 508
Grampian, PA 16838

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.

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Commonwealth of Pennsylvania

6th Floor, Strawberry Sq.

Bureau of Individual Tax
Inheritance Tax Division

Dept. #280601
Harrisburg, PA 17128

Dept. Of Public Welfare
TPL Casualty Unit
Estate Recovery Program

Willow Oak Building
P.O. Box 8486
Harrisburg, PA 17105

Clearfield County
Tax Claim Bureau

230 East Market Street
Suite 121
Clearfield, PA 16830

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

May 17, 2005

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Co. of Pennsylvania
vs.
Joyce Ann Nunn and
John J. Shipps

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 04-64-CD

Exhibit B

DATE: May 17, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Joyce Ann Nunn and John J. Shipps
PROPERTY: RR 1, Box 508, Grampian, PA 16838
IMPROVEMENTS: Residential Dwelling

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

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

1864 U.S. POSTAGE PB 2232577
7030 \$01.80 MAY 17 05
2322 PERSONAL MAIL
19109

1864 U.S. POSTAGE PB 2232577
7030 \$01.80 MAY 17 05
2322 PERSONAL MAIL
19109

Name and Address of Sender McCabe, Weisberg and Conway, P.C. 123 S. Broad St., Suite 2080 Philadelphia, PA 19109 ATTN: Samantha Young		Article Number	Check type of mail or service: <input type="checkbox"/> Certified <input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> COD <input type="checkbox"/> Registered <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured		Postage	Fee	Handling Charge	Affix Stamp Here (if issued as a certificate of mailing, or for additional copies of this bill) <i>Postmark and Date of Receipt</i>
1	Beneficial v. Nunn		Joyce Ann Nunn 421 Locust Street Apt. 307 Curwensville, PA 16833					
2			John J. Shipps 10 Shady Lane Newton, NJ 07860					
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14								
15								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)				

The full declaration of value is required on all domestic and international registered mail pieces. The maximum value for registered mail is \$5,000. The maximum insurable value for registered mail is \$50,000. The maximum insurable value for registered mail is \$50,000. The maximum insurable value for registered mail is \$50,000.

International Mail Manual for limitations of coverage on registered mail.

2

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonreplaceable documents under Express Mail domestic registration insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail international insurance is \$500, but official Express Mail Service merchandise is available up to \$1,000 in some, but not all, countries. The maximum indemnity payable on Express Mail merchandise insurance is \$25,000 per registered mail. See *Dowsett's Mail Manual* 2000, §913, and §917 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) services.

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

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

Line Article Number

1 Beneficial v. Nunn

2

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9

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

Addressee Name, Street and PO Address

Penn Township Sewage
RD 1, Box 39-A
Grampian, PA 16838

Mitchell Oil Co.
P.O. Box 37
Phillipsburg, PA 16866

Heilig Meyers Master Trust c/o Apothaker
1341 N. Delaware Avenue
Apt/Ste 405
Philadelphia, PA 19125

Tenant(s)
RR 1, Box 508
Grampian, PA 16838

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

Commonwealth of Pennsylvania
Inheritance Tax Office
1400 Spring Garden Street
Philadelphia, PA 19130

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division
6th Floor, Strawberry Sq.
Dept. #280601
Harrisburg, PA 17128

Dept. Of Public Welfare
TPL Casualty Unit
Estate Recovery Program
Willow Oak Building
P.O. Box 8486
Harrisburg, PA 17105

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

Postage

Fee

Handling
Charge

1354 U.S. POSTAGE PB2232577
7000 \$03.000 MAY 17 05
2321

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20121
NO: 04-64-CD

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

vs.

DEFENDANT: JOHN J. SHIPPS AND JOYCE ANN NUNN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/14/2005

LEVY TAKEN 05/16/2005 @ 10:30 AM

POSTED 05/16/2005 @ 10:30 AM

SALE HELD 07/01/2005

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

SOLD FOR AMOUNT \$15,000.00 PLUS COSTS

WRIT RETURNED 08/09/2005

DATE DEED FILED 08/09/2005

PROPERTY ADDRESS RR #1, BOX 508 GRAMPIAN , PA 16838

SERVICES

05/24/2005 @ SERVED JOHN J. SHIPPS

SERVICE BY REG AND CERTIFIED MAIL PER COURT ORDER TO JOHN J. SHIPPS, DEFENDANT TO 10 SHANDY LANE, NEWTON, NJ 07860
CERT #70041350000496726068. RETURNED UNCALIMED TO SHERIFF'S OFFICE 6/2/05.

05/24/2005 @ SERVED JOYCE ANN NUNN

SERVICE BY REG. AND CERTIFIED MAIL PER COURT ORDER TO JOYCE ANN NUNN, 421 LOCUST ST., APT 307, CURWENSVILLE,
CLEARFIELD COUNTY PENNSYLVANIA CERT #70041350000496725931. RETURNED UNCALIMED TO SHERIFF'S OFFICE 6/14/05

FILED

0110:40:51
AUG 09 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20121
NO: 04-64-CD

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

vs.

DEFENDANT: JOHN J. SHIPPS AND JOYCE ANN NUNN

Execution REAL ESTATE

SHERIFF RETURN


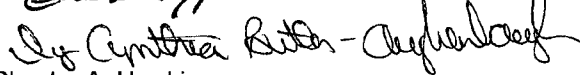
SHERIFF HAWKINS \$519.66

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

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

Vs.

NO.: 2004-00064-CD

Joyce Ann Nunn and
John J. Shipps

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, Plaintiff(s) from JOYCE ANN NUNN and JOHN J. SHIPPS, 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:

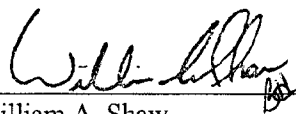
Garnishee(s) as follows:

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: \$48,403.13
INTEREST from 7.95 per day
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/14/2005

PAID: \$155.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 14th day
of March A.D. 2005
At 3:15 A.M./P.M.

Chester A. Houkins
Sheriff By Cynthia Butler-Archer

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

LONG DESCRIPTION

ALL THAT CERTAIN piece of parcel or tract of land situate in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Northwest side of public road leading from Grampian to Walls Mill and on line of alley or street; thence along line of same North thirty-five (35) degrees East one hundred eighty (180) feet to a post corner on other lands now or formerly of A.C. Moore; thence by lands of same South fifty (50) degrees East one hundred Twenty (120) feet, more or less, to a post corner of the Raffaele De Falco lot; thence along line of same, South thirty-five (35) degrees along line of same North fifty (50) degrees West one hundred twenty (120) feet, more or less, to post corner on alley and the place of beginning. Containing one-half of an acre, more or less.

BEING THE SAME PREMISES WHICH Vernetta R. Stivers and Corinne Schoonover, Co-executries of the estate of Robert E. Dent, Sr., Vernetta R. Stivers and Russell F. Stivers, her husband; Corinne Schoonover and Joseph Schoonover, her husband and Diana F. Rowe.

TAX PARCEL: 125-F10-55

SEIZED, taken in execution to be sold as the property of JOHN J. SHIPPS AND JOYCE ANN NUNN, at the suit of BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA. JUDGMENT NO. 04-64-CD.

Being Known As: RR 1, Box 508, Grampian, PA 16838.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN J. SHIPPS

NO. 04-64-CD

NOW, July 01, 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 July 01, 2005, I exposed the within described real estate of John J. Shipps And Joyce Ann Nunn to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$15,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	9.72
POSTING	15.00
CSDS	10.00
COMMISSION	300.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	15,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$519.66

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	48,403.13
INTEREST @ %	0.00
FROM TO 07/01/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$48,443.13

COSTS:

ADVERTISING	353.44
TAXES - COLLECTOR	140.24
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	519.66
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,522.34

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

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS
SHERIFF

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



7004 1350 0004 9672 6068



No live there

JOHN J. SHIPPS
10 SHADY LANE

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN ☐ OTHER
☐ S ☐ NO SUCH NUMBER/ STREET
☒ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD



7004 1350 0004 9672 6068

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Sent To	
JOHN J. SHIPPS	
10 SHADY LANE	
NEWTON, NJ 07860	
PS Form 3800, June 2002 See Reverse for Instructions	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOHN J. SHIPPS
10 SHADY LANE
NEEDHAM

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

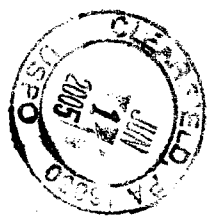
4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

4 1350 0004 9672 6068

102595-02-M-1540



Rec
6-2-05

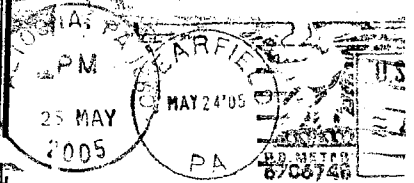


CHESTER A. HAWKINS
SHERIFF

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



7004 1350 0004 9672 5931



151
5/27/05
9/24/05
[Handwritten signature and scribbles]

1st NOTICE

2nd NOTICE

RETURNED

JOYCE ANN NUNN
421 LOCUST STREET, APT. 307
CURWENSVILLE, PA 16833

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD
- ☐ OTHER



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U.S. Postal Service™

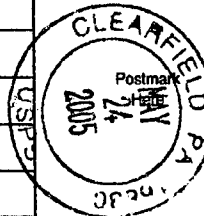
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To

Street, Apt. No.,
or PO Box No. JOYCE ANN NUNN
421 LOCUST STREET, APT. 307
City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOYCE ANN NUNN
421 LOCUST STREET, APT. 307
CHICAGO, ILL. 60607

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

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102595-02-M-1540

