

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

FILED

MAY 13 2004

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

v.

Howard L. Burnett a/k/a Howard Burnett
Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

William A. Shaw
Prothonotary

Number 04-673-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

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Beneficial Consumer Discount Company
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P.O. Box 8621
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Howard L. Burnett a/k/a Howard Burnett
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UNITED STATES OF AMERICA
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for the Western District of Pennsylvania
U.S. Post Office and Courthouse
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Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Howard L. Burnett a/k/a Howard Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Church Street, Box 197, Winburne, PA 16879.

3. The Defendant is Sherri L. Burnett a/k/a Sherri Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is

Church Street, Box 197, Winburne, PA 16879.

4. On 09/09/2002, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$14,289.38, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 1402-02, in favor of the United States of America against Howard L. Burnett and Sherri L. Burnett, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.

5. Notice of this lien was filed on 09/09/2002, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Pittsburgh, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

6. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

7. On 02/04/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199901946.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as Church Street, Box 197, Winburne, PA 16879.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/04/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

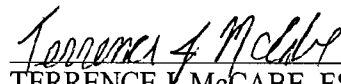
10. The following amounts are due on the mortgage:

Principal Balance	\$	39,652.54
Interest through 04/30/2004	\$	6,835.66
(Plus \$ 11.08 per diem thereafter)		
Attorney's Fee	\$	1,982.63
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	49,020.83

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$49,020.83, together with interest at the rate of \$11.08 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Hetal Thakkar
Hetal Thakkar

499

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 829-3903

Serial Number

230294878

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer HOWARD L & SHERRI L BURNETT

Residence PO BOX 197
WINBURNE, PA 16879-0197

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	160-48-3146	06/04/2001	07/04/2011	4013.45
1040	12/31/2001	160-48-3146	06/03/2002	07/03/2012	10275.93
Exhibit A					02-1402-00
					FILED
Place of Filing					SEP 09 2002 m1335 hrs pd 25.00 William A. Shaw ILL-IRS Prothonotary
Clearfield Prothonotary Clearfield County Clearfield, PA 16830					Total \$ 14289.38

This notice was prepared and signed at PITTSBURGH, PA, on this,
the 28th day of August, 2002.

Signature

for L LEDER

Title
ACS

(800) 829-3903

23-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60020X

7:1707

MORTGAGE

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

THIS MORTGAGE is made this day 4TH of FEBRUARY 1999, between the Mortgagor, HOWARD BURNETT AND SHERRI BURNETT, HUSBAND AND WIFE

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 42,894.99, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 4, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 4, 2009;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A DEED DATED 10/23/97 AND RECORDED 11/6/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1885 AND PAGE 198.
TAX MAP OR PARCEL ID NO : 110-S09-632-9

Exhibit B



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.

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.

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.

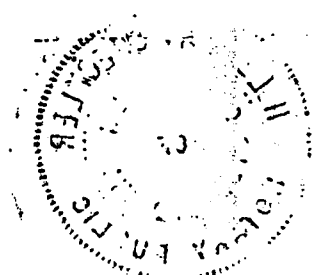
22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199901946

RECORDED ON
Feb 08, 1999
12:59:35 PM

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



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.

Howard Burnett
-Borrower

Sherril Burnett
-Borrower

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

On behalf of the Lender. By: John T. Foxx Title: BSM
COMMONWEALTH OF PENNSYLVANIA, County ss:

I, HELENE A. SHECKLER, a Notary Public in and for said county and state, do hereby certify that HOWARD BURNETT AND SHERRIL BURNETT personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4TH day of FEBRUARY, 1999

My Commission expires:

Helene A. Sheckler
Notary Public



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

1995 S. ATHERTON ST. STATE COLLEGE, PA 16801
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA P.O.BOX :
8621 ELMHURST, IL 60126 :
v. :
HOWARD L. BURNETT a/k/a HOWARD : NUMBER 04-673-CD
BURNETT AND :
SHERRI L. BURNETT a/k/a SHERRI :
BURNETT :
and :
UNITED STATES OF AMERICA :

AFFIDAVIT OF SERVICE

Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within action, being duly sworn according to law, deposes and says that on May 21, 2004 a true and correct copy of Complaint in Mortgage Foreclosure was served by United States registered mail, return receipt requested, upon the following:

The United States of America
The Honorable John Ashcroft
Attorney General of the United States
United States Department of Justice
10th and Constitution Avenues Northwest
Room 4400
Washington, DC 20530

FILED

JUN 22 2004

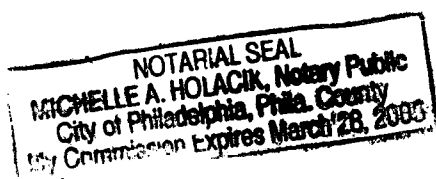
William A. Shaw
Prothonotary/Clerk of Courts

A true and correct copy of the letter and green card, article number RR 650 127 345 US, is attached hereto, made a part hereof, and marked Exhibit "A."

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 18th DAY
OF June, 2004.

NOTARY PUBLIC

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



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

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
RITA C. BUSCHER*†
MONICA G. CHRISTIE +†
FRANK DUBIN
BRENDA L. BROGDON*
SEAN GARRETT*+
JULIE M. FIORELLO^
BETH L. THOMAS
LAURENCE R. CHASHIN*
SVEN E. PFAHLERT*
JOSEPH VACCARO*
MICHELE DELILLE^

SUITE 2080
123 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

JOSEPH F. RIGA*
Of Counsel

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

May 18, 2004

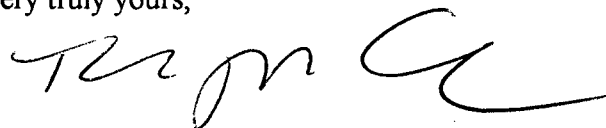
The United States of America
The Honorable John Ashcroft
Attorney General of the United States
United States Department of Justice
10th and Constitution Avenues Northwest
Room 4400
Washington, DC 20530

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of
PA v. Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri
Burnett and United States of America
Clearfield County; Court of Common Pleas ; Number 04-673-CD

Dear Mr. Ashcroft:

Enclosed please find a true and correct copy of the Complaint in Mortgage Foreclosure,
the original of which has been duly filed of record with the Court of Common Pleas of Clearfield
County, Pennsylvania on May 14, 2004.

Very truly yours,



TERRENCE J. McCABE

TJM/mh
Enclosure

REGISTERED MAIL NUMBER RR 650 127 345 US
RETURN RECEIPT REQUESTED

EXHIBIT "A"

Registered No. **RR 650 127 345 US**

BURNETT, HOWARD
To Be Completed By Customer
By Post Office

Reg. Fee \$	8.25	Special Delivery \$	0.00
Handling Charge \$	0.00	Return Receipt \$	1.75
Postage \$	0.83	Restricted Delivery \$	0.00
Received by	\$0.00		

Customer Must Declare Full Value \$ **0.00**

☐ With Postal Insurance
☒ Without Postal Insurance

Domestic Insurance Is Limited To \$25,000; International Indemnity Is Limited (See Reverse)

FROM
McCABE, WEISBERG & CONWAY, P.C.
123 SOUTH BROAD STREET, STE. 2080
PHILADELPHIA, PA 19109

TO
THE UNITED STATES OF AMERICA
THE HONORABLE JOHN ASHCROFT
ATTORNEY GENERAL OF THE UNITED STATES
UNITED STATES DEPARTMENT OF JUSTICE
10TH AND CONSTITUTION AVENUES NW
WASHINGTON, DC 20530

PS Form 3811, February 2001

Receipt for Registered Mail

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) MAY 21 2004 C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>THE UNITED STATES OF AMERICA THE HONORABLE JOHN ASHCROFT ATTORNEY GENERAL OF THE UNITED STATES UNITED STATES DEPARTMENT OF JUSTICE 10TH AND CONSTITUTION AVENUES NW ROOM 4400 WASHINGTON, DC 20530</p>	<p>E. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number RR 650 127 345 US (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

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

Attorney for Plaintiff

FILED

JUN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA. :
v. :
HOWARD L. BURNETT a/k/a HOWARD : NUMBER 04-673-CD
BURNETT AND :
SHERRI L. BURNETT a/k/a SHERRI :
BURNETT :
and :
UNITED STATES OF AMERICA :

AMMENDED AFFIDAVIT OF SERVICE

Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within action, being duly sworn according to law, deposes and says that on May 21, 2004 a true and correct copy of Complaint in Mortgage Foreclosure was served by United States registered mail, return receipt requested, upon the following:

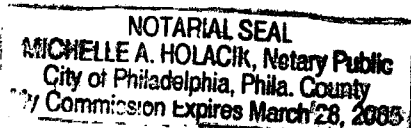
The United States of America
The Honorable John Ashcroft
Attorney General of the United States
United States Department of Justice
10th and Constitution Avenues Northwest
Room 4400
Washington, DC 20530

A true and correct copy of the letter and green card, article number RR 650 127 345 US, is attached hereto, made a part hereof, and marked Exhibit "A."

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

Michelle A. Holack
NOTARY PUBLIC

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



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

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MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
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JOSEPH F. RIGA*
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‡ Managing Attorney for NJ
+ Managing Attorney for NY

May 18, 2004

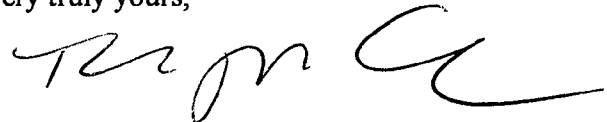
The United States of America
The Honorable John Ashcroft
Attorney General of the United States
United States Department of Justice
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Room 4400
Washington, DC 20530

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of
PA v. Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri
Burnett and United States of America
Clearfield County; Court of Common Pleas ; Number 04-673-CD

Dear Mr. Ashcroft:

Enclosed please find a true and correct copy of the Complaint in Mortgage Foreclosure,
the original of which has been duly filed of record with the Court of Common Pleas of Clearfield
County, Pennsylvania on May 14, 2004.

Very truly yours,



TERRENCE J. McCABE

TJM/mh
Enclosure

REGISTERED MAIL NUMBER RR 650 127 345 US
RETURN RECEIPT REQUESTED

EXHIBIT "A"

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:

THE UNITED STATES OF AMERICA
THE HONORABLE JOHN ASHCROFT
ATTORNEY GENERAL OF THE UNITED STATES
UNITED STATES DEPARTMENT OF JUSTICE
10TH AND CONSTITUTION AVENUES NW
ROOM 4400
WASHINGTON, DC 20530

2. Article Number
(Transfer from service label)

RR 650 127 345 US

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

MAY 21 2004

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Certified Mail

☐ Express Mail

☒ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Registered No.

RR 650 127 345 US

Reg. Fee \$

8.25

Handling Charge \$

1.75

Postage \$

0.00

Received by

0.00

Special Delivery \$

0.00

Return Receipt \$

1.75

Restricted Delivery \$

1.75

Delivery \$

0.00

Customer Must Declare Full Value \$

0.00

☐ With Postal Insurance

☒ Without Postal Insurance

Domestic Insurance Is Limited To \$25,000; International Indemnity Is Limited (See Reverse)

BURNETT HOWARD
To Be Completed By Post Office
BENEFICIAL V
To Be Completed by Customer
(Please Print)
All Entries Must Be in Ballpoint or Typed

FROM

MCCABE, WEISBERG & CONWAY, P.C.
123 SOUTH BROAD STREET, STE. 2080
PHILADELPHIA, PA 19109

TO

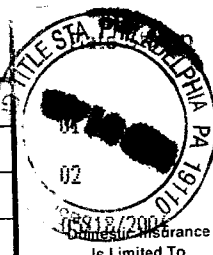
THE UNITED STATES OF AMERICA
THE HONORABLE JOHN ASHCROFT
ATTORNEY GENERAL OF THE UNITED STATES
UNITED STATES DEPARTMENT OF JUSTICE
10TH AND CONSTITUTION AVENUES NW
WASHINGTON, DC 20530

PS Form 3811, February

ROOM 4400
WASHINGTON, DC 20530

Receipt for Registered Mail

(See Information on Reverse)



In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Sheriff Docket # 15580

VS.

04-673-CD

BURNETT, HOWARD L. a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 20, 2004, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT.

NOW JUNE 4, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED PERSON IN CHARGE.

NOW JULY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHERRI L. BURNETT a/k/a SHERRI BURNETT and HOWARD L. BURNETT a/k/a HOWARD BURNETT, DEFENDANTS. THE RESIDENCE OF CHURCH ST., BOX 197, WINBURNE, PA. IS "EMPTY". ACCORDING TO POST OFFICE MOVED LEFT NO FORWARDING ADDRESS.

Return Costs

Cost	Description
70.37	SHERIFF HAWKINS PAID BY: ATTY CK# 73707
30.00	SURCHARGE PAID BY: ATTY CK# 43708
50.00	ALLEGHENY CO. SHFF. PAID BY: ATTY.
3.00	SHEILA O'BRIEN, NOTARY PAID BY: ATTY.

153.37

Sworn to Before Me This

7 Day Of July 2004

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

JUL 07 2004
0131.006
William A. Shaw
Prothonotary

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Beneficial C.D.C. d/b/a Beneficial Mortgage Co of PA
VS.

CASE#: 04-673-015

DEFT.: Burnett and USA, et al
DEFT.: United States of America d/ United States Attorney
DEFT.: _____

EXPIRES: _____
☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☒ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION • LEVY OR GARNISHEE
☐ OTHER _____

GARNISHEE: _____
ADDRESS: US Post Office and Courthouse, 100 Grant Street,
Suite 400, Pittsburgh, PA 15219

MUNICIPALITY OR CITY WARD: _____ ATTY: Terrence J McCabe
DATE: May 10 2004 ADDRESS: 123 S. Broad St., Suite 2080,
ATTY'S PHONE: 215 790 1010 Phila, PA 19109

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: _____ 20_____, I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hearby CERTIFY and RETURN that on the 4 day of JUNE, 2004 at _____ o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☒ Manager/other person authorized to accept deliveries of United States Mail _____
☐ Agent or person in charge of Defendant(s) office or usual place of business.
☐ Other WAGLE
☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____
☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____
☐ Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20_____, at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 • 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me this _____ day of JUN 17 2004

Notarial Seal
Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2004
Member, Pennsylvania Association of Notaries

PETER R. DEFAZIO, Sheriff

DISTRICT: _____

(DEPUTY)

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641, EXT. 5986
AFTER 4:00 P.M. (814) 765-1539
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15580

BENEFICIAL CONSUMER DISCOUNT CO.

TERM & NO. 04-673-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

HOWARD L. BURNETT a/k/a

SERVE BY: 06/12/2004

MAKE REFUND PAYABLE TO: McCABE, WEISBERG & CONWAY, ESQ.

SERVE: UNITED STATES OF AMERICA

ADDRESS: c/o U.S. Atty. for Western District of Pa., U.S. Post Office & Courthouse,
700 Grant St. Suite 400, Pittsburgh, Pa. 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF
ALLEGHENY COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 20th Day of
MAY 2004

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

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

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

MAY 13 2004

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

v.

Howard L. Burnett a/k/a Howard Burnett
Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Number

04-673-4

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Howard L. Burnett a/k/a Howard Burnett
Church Street, Box 197
Winburne, PA 16879

and

Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Howard L. Burnett a/k/a Howard Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Church Street, Box 197, Winburne, PA 16879.

3. The Defendant is Sherri L. Burnett a/k/a Sherri Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is

Church Street, Box 197, Winburne, PA 16879.

4. On 09/09/2002, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$14,289.38, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 1402-02, in favor of the United States of America against Howard L. Burnett and Sherri L. Burnett, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.

5. Notice of this lien was filed on 09/09/2002, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Pittsburgh, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

6. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

7. On 02/04/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199901946.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as Church Street, Box 197, Winburne, PA 16879.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/04/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


10. The following amounts are due on the mortgage:

Principal Balance	\$	39,652.54
Interest through 04/30/2004	\$	6,835.66
(Plus \$ 11.08 per diem thereafter)		
Attorney's Fee	\$	1,982.63
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	49,020.83

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$49,020.83, together with interest at the rate of \$11.08 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. dba Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Hetal Thakkar
Hetal Thakkar

499

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 829-3903

Serial Number

230294878

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer HOWARD L & SHERRI L BURNETT

Residence

PO BOX 197
WINBURNE, PA 16879-0197

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	160-48-3146	06/04/2001	07/04/2011	4013.45
1040	12/31/2001	160-48-3146	06/03/2002	07/03/2012	10275.93

Exhibit A

FILED

SEP 09 2002

m1334-125 p 25.00

William A. Shaw IRS

Prothonotary

Place of Filing

Clearfield Prothonotary
Clearfield County
Clearfield, PA 16830

Total \$

14289.38

This notice was prepared and signed at PITTSBURGH, PA

the 26th day of August, 2002.

Signature

for L LEDER

Title
ACS

(800) 829-3903

23-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60020X

7:1707

MORTGAGE

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

THIS MORTGAGE is made this day 4TH of FEBRUARY 1999, between the Mortgagor, HOWARD BURNETT AND SHERRI BURNETT, HUSBAND AND WIFE

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 42,894.89, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 4, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 4, 2009;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A DEED DATED 10/23/97 AND RECORDED 11/6/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1885 AND PAGE 198.
TAX MAP OR PARCEL ID NO : 110-S09-532-9

Exhibit B



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.

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.

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.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199901946

RECORDED ON
Feb 08, 1999
12:59:35 PM

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



**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.

Howard Burnett
-Borrower

Sherril Burnett
-Borrower

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

1995 S. ATHERTON ST. STATE COLLEGE, PA 16801

On behalf of the Lender. By: John T. Foxx JOHN T. FOXX Title: BSM

COMMONWEALTH OF PENNSYLVANIA,

County ss: _____

I, HELENE A. SHECKLER, a Notary Public in and for said county and state, do hereby certify that

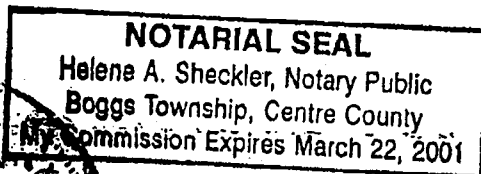
HOWARD BURNETT AND SHERRIL BURNETT

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

Given under my hand and official seal, this 4TH day of FEBRUARY, 1999

My Commission expires: _____

Helene A. Sheckler
Notary Public



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

(Name)

1995 S. ATHERTON ST. STATE COLLEGE, PA 1680

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



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

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

MAY 13 2004

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

v.

Howard L. Burnett a/k/a Howard Burnett
Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

Number 04-673-4

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Howard L. Burnett a/k/a Howard Burnett
Church Street, Box 197
Winburne, PA 16879

and

Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Howard L. Burnett a/k/a Howard Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Church Street, Box 197, Winburne, PA 16879.

3. The Defendant is Sherri L. Burnett a/k/a Sherri Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is

Church Street, Box 197, Winburne, PA 16879.

4. On 09/09/2002, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$14,289.38, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 1402-02, in favor of the United States of America against Howard L. Burnett and Sherri L. Burnett, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.

5. Notice of this lien was filed on 09/09/2002, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Pittsburgh, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

6. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

7. On 02/04/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199901946.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as Church Street, Box 197, Winburne, PA 16879.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/04/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


10. The following amounts are due on the mortgage:

Principal Balance	\$	39,652.54
Interest through 04/30/2004	\$	6,835.66
(Plus \$ 11.08 per diem thereafter)		
Attorney's Fee	\$	1,982.63
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	49,020.83

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$49,020.83, together with interest at the rate of \$11.08 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Hetal Thakkar
Hetal Thakkar

499

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 829-3903

Serial Number

230294878

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer HOWARD L & SHERRI L BURNETT

Residence

PO BOX 197
WINBURNE, PA 16879-0197

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

02-1402-00

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	160-48-3146	06/04/2001	07/04/2011	4013.45
1040	12/31/2001	160-48-3146	06/03/2002	07/03/2012	10275.93
Exhibit A					FILED
					SEP 09 2002 m1334-tes pd 25.00 William A. Shaw CC IRS Prothonotary
Place of Filing					Total \$
Clearfield Prothonotary Clearfield County Clearfield, PA 16830					14289.38

This notice was prepared and signed at PITTSBURGH, PA, on this,
the 26th day of August, 2002.

Signature

for L LEDER

Title
ACS

(800) 829-3903

23-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-486, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60020X

7-1707

MORTGAGE

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

THIS MORTGAGE is made this day 4TH of FEBRUARY 1999, between the Mortgagor,
HOWARD BURNETT AND SHERRI BURNETT, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is
1995 S. ATHERTON ST, STATE COLLEGE, PA 16801
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 42,894.99,
evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated
FEBRUARY 4, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly
installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that
rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 4, 2009 ;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA
BEING MORE FULLY DESCRIBED IN A DEED DATED 10/23/97 AND RECO
RD 11/6/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE, IN DEED VOLUME 1885 AND PAGE 198.
TAX MAP OR PARCEL ID NO : 110-S09-532-9

Exhibit B



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.

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.

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.

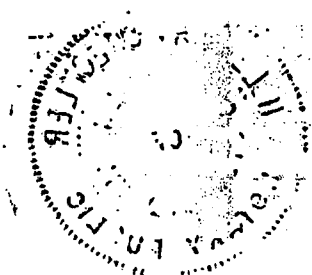
22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199901946

RECORDED ON
Feb 08, 1999
12:59:35 PM

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



**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.

Howard Burnett
-Borrower

Sherrri Burnett
-Borrower

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

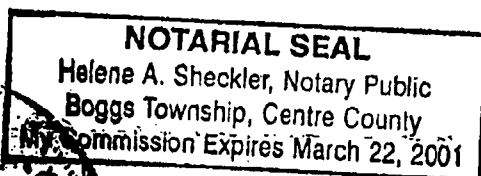
On behalf of the Lender. By: *John T. Foxx* JOHN T. FOXX Title: BSM
COMMONWEALTH OF PENNSYLVANIA, County ss:

I, HELENE A. SHECKLER, a Notary Public in and for said county and state, do hereby certify that HOWARD BURNETT AND SHERRI BURNETT personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4TH day of FEBRUARY, 1999

My Commission expires:

Helene A. Sheckler
Notary Public



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

(Name)

1995 S. ATHERTON ST. STATE COLLEGE, PA 1680

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



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	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
HOWARD L. BURNETT a/k/a	:	
HOWARD BURNETT	:	
SHERRI L. BURNETT a/k/a	:	
SHERRI BURNETT	:	NUMBER 04-673-CD
and	:	
UNITED STATES OF AMERICA	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED ^{EW}
m/11:41/204
AUG 12 2004
4cc9 Compl.
Reinstated to
Atty
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 7.00

FILED
AUG 08 2004
William A. Shaw
Prothonotary

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

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

MAY 13 2004

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

v.

Howard L. Burnett a/k/a Howard Burnett
Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Number 04-673-CD
FILED

2:04

MAY 13 2004

CIVIL ACTION/MORTGAGE FORECLOSURE
NOTICE

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

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

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

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

William A. Shaw
AVISO Prothonotary

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Howard L. Burnett a/k/a Howard Burnett
Church Street, Box 197
Winburne, PA 16879

and

Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

and

UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Howard L. Burnett a/k/a Howard Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Church Street, Box 197, Winburne, PA 16879.

3. The Defendant is Sherri L. Burnett a/k/a Sherri Burnett, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is

Church Street, Box 197, Winburne, PA 16879.

4. On 09/09/2002, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$14,289.38, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 1402-02, in favor of the United States of America against Howard L. Burnett and Sherri L. Burnett, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.

5. Notice of this lien was filed on 09/09/2002, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Pittsburgh, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

6. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

7. On 02/04/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199901946.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as Church Street, Box 197, Winburne, PA 16879.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/04/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

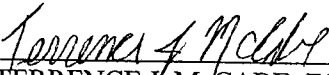
10. The following amounts are due on the mortgage:

Principal Balance	\$	39,652.54
Interest through 04/30/2004	\$	6,835.66
(Plus \$ 11.08 per diem thereafter)		
Attorney's Fee	\$	1,982.63
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	49,020.83

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$49,020.83, together with interest at the rate of \$11.08 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Hetal Thakkar
Hetal Thakkar

Form 668 (Y)(c)
(Rev. October 2000)

499

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 829-3903

Serial Number

230294878

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer HOWARD L & SHERRI L BURNETT

Residence

PO BOX 197
WINBURNE, PA 16879-0197

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

02-1402-00

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	160-48-3146	06/04/2001	07/04/2011	4013.45
1040	12/31/2001	160-48-3146	06/03/2002	07/03/2012	10275.93

Exhibit A

FILED

SEP 09 2002

m1335123 p1 25.00

William A. Shaw ILL. IRS

J. D. PROTHONOTARY

Place of Filing

Clearfield Prothonotary
Clearfield County
Clearfield, PA 16830

Total \$ 14289.38

This notice was prepared and signed at PITTSBURGH, PA

the 26th day of August, 2002.

Signature

for L LEDER

Title
ACS

(800) 829-3903

23-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60020X

781707

MORTGAGE

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

THIS MORTGAGE is made this day 4TH of FEBRUARY 1999, between the Mortgagor,
HOWARD BURNETT AND SHERRI BURNETT, HUSBAND AND WIFE

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 42,894.99,
 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated
FEBRUARY 4, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly
 installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that
 rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 4, 2009;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER
 IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA
 BEING MORE FULLY DESCRIBED IN A DEED DATED 10/23/97 AND RECO
 RDED 11/6/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE
 SET FORTH ABOVE, IN DEED VOLUME 1885 AND PAGE 198.
 TAX MAP OR PARCEL ID NO : 110-S09-532-9

Exhibit B



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.

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.

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.

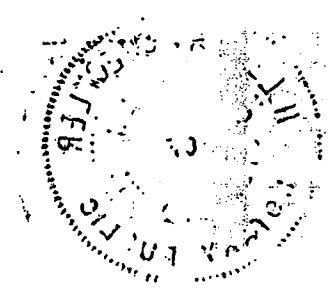
22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199901946

RECORDED ON
Feb 08, 1999
12:59:35 PM

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



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.

Howard Burnett
-Borrower

Sherri Burnett
-Borrower

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

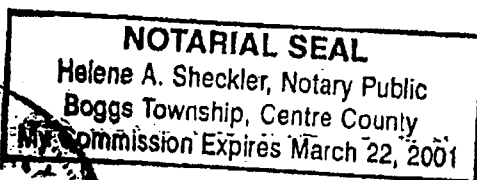
On behalf of the Lender. By: JOHN T. FOXX Title: BSM
COMMONWEALTH OF PENNSYLVANIA, County ss:

I, HELENE A. SHECKLER, a Notary Public in and for said county and state, do hereby certify that HOWARD BURNETT AND SHERRI BURNETT personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4TH day of FEBRUARY, 1999.

My Commission expires:

Helene A. Sheckler
Notary Public



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

1995 S. ATHERTON ST. STATE COLLEGE, PA 1680
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

Date: 05/13/2004

Clearfield County Court of Common Pleas

NO. 1879082

Time: 02:08 PM

Receipt

Page 1 of 1

Received of: McCabe, Weisber & Conway, P.C.

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-00673-CD

Litigant: Beneficial Consumer Discount, etal. vs. Howard L. Burnett

Amount

Civil Complaint

85.00

Total:

85.00

Check: 43320

Payment Method: Check

Amount Tendered: 85.00

Clerk: BANDERSON

Duplicate

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

HOWARD L. BURNETT a/k/a
HOWARD BURNETT
SHERRI L. BURNETT a/k/a
SHIRRI BURNETT
and
UNITED STATES OF AMERICA

NUMBER 04-673-CD

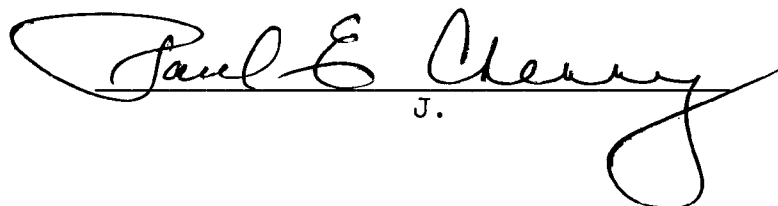
ORDER

FILED

AUG 20 2004
0/11:40 AM
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to file

AND NOW, this 20th day of August, 2004,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service and the Notice of Sheriff's Sale upon the
Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L.
Burnett a/k/a Sherri Burnett, by regular mail and by certified
mail, return receipt requested, and by posting at the Defendant's
last-known address and the mortgaged premises known in this
herein action as Church Street, Box 197, Winburne, PA 16879.

BY THE COURT:


J.

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.

HOWARD L. BURNETT a/k/a
HOWARD BURNETT
SHERRI L. BURNETT a/k/a
SHIRRI BURNETT
and
UNITED STATES OF AMERICA

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 04-673-CD

FILED

AUG 20 2004

William A. Shaw

Prothonotary/Clerk of Courts

3 sent to Htc

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

1. Plaintiff attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett, at the Defendant's last-known address of Church Street, Box 197, Winburne PA 16879. However, the Sheriff advised that he was unsuccessful as the property was vacant. A copy of the Sheriff's Non Service Return indicating the same is attached hereto and marked as Exhibit "A."

2. Plaintiff has searched for a forwarding address for Defendants, and the Post Master has advised that there is no change of address order on file for the Defendants, Howard L. Burnett a/k/a/ Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett, from the address of Church Street, Box 197, Winburne, PA 16879 (See Affidavit of Good Faith Investigation attached hereto

and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendants; there is no listing for the Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett at Church Street, Box 197, Winburne, PA 16879. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has attempted to make inquiry with the residing neighbors of Defendants Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett, however there are no house numbers listed on Church Street (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").


5. Plaintiff has made inquiry of the local tax bureau and the tax bill is mailed to 216 Coalward Street, P.O. Box 197, Winburne, PA 16879 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendants, Howard L. Burnett a/k/a Sherri L. Burnett a/k/a Sherri Burnett (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendant's Voter Registration Records, and the Clearfield County Office of Voter Registration has advised that the Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett are not registered to vote at the address of Church Street, Box 197, Winburne, PA 16879 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Complaint in Mortgage Foreclosure, and all other subsequent pleadings that require personal service, and the Notice of Sheriff's Sale upon the Defendants, Howard L. Burnett and Sherri L. Burnet a/k/a Sherri Burnett, by regular mail; certified mail, return receipt requested; and by posting at Defendants' last-known address and the mortgaged premises known in this herein action as Church Street, Box 197, Winburn, PA 16879.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
	:	
HOWARD L. BURNETT a/k/a	:	
HOWARD BURNETT	:	
SHERRI L. BURNETT a/k/a	:	
SHIRRI BURNETT	:	
and	:	
UNITED STATES OF AMERICA	:	NUMBER 04-673-CD

MEMORANDUM OF LAW

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

WHEREFORE, Plaintiff prays this service be made.



TERRENCE J. McCABE, ESQUIRE

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


Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
	:	
HOWARD L. BURNETT a/k/a	:	
HOWARD BURNETT	:	
SHERRI L. BURNETT a/k/a	:	
SHIRRI BURNETT	:	
and	:	
UNITED STATES OF AMERICA	:	NUMBER 04-673-CD

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 17th day of August, 2004, upon the following:

Howard L. Burnett a/k/a Howard Burnett
Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879


TERRENCE J. McCABE, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



TERRENCE J. McCABE, ESQUIRE

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

VS.

BURNETT, HOWARD L. a/k/a

Sheriff Docket # 15580

04-673-CD

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

SHERIFF RETURNS

NOW MAY 20, 2004, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT.

NOW JUNE 4, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED PERSON IN CHARGE.

NOW JULY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHERRI L. BURNETT a/k/a SHERRI BURNETT and HOWARD L. BURNETT a/k/a HOWARD BURNETT, DEFENDANTS. THE RESIDENCE OF CHURCH ST., BOX 197, WINBURNE, PA. IS "EMPTY". ACCORDING TO POST OFFICE MOVED LEFT NO FORWARDING ADDRESS.

Return Costs

Cost	Description
70.37	SHERIFF HAWKINS PAID BY: ATTY CK# 73707
30.00	SURCHARGE PAID BY: ATTY CK# 43708
50.00	ALLEGHENY CO. SHFF. PAID BY: ATTY.
3.00	SHEILA O'BRIEN, NOTARY PAID BY: ATTY.

Sworn to Before Me This

_____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "A"

LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.
P.O. BOX 3221
WARMINSTER, PA 18974
(215) 442-5668
(215) 442-9727 FAX

Beneficial Consumer Discount Company d/b/a : COURT OF COMMON PLEAS
Beneficial Mortgage Co. of Pennsylvania : CLEARFIELD COUNTY

VS.

HOWARD L. BURNETT a/k/a : NO. 04-673-CD
HOWARD BURNETT :
SHERRI L. BURNETT a/k/a SHERRI BURNETT :

LAST KNOWN ADDRESS: Church Street, Box 197, Winburne, PA 16879

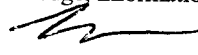
LOAN NUMBER: 5-1349PA

AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)

I hereby certify that on June 16, 2004, a good faith effort was made to discover the correct address of said defendant (s), by:

1. **Inquiry of Postal authority;**
Postal authority states defendant's mailing address is PO Box 197, Winburne, PA 16879
2. **Examination of local telephone directories and 411 assistance;**
There is an unlisted number for Sherri Burnett in or around the Winburne area.
3. **Neighbor Contacts:**
No house numbers listed on Church St.
4. **Tax Information:**
- Tax office has mailing address as **216 Coalward St., PO Box 197, Winburne, PA 16879**
5. **Death Records:**
- Social Security has no death records for the defendants under their SSN's
6. **Voter Registration:**
The defendants aren't registered.

I certify that this information is true and correct to the best of my knowledge, information and belief.

BY: 
Larry Del Vecchio, Process Server

NOTARY PUBLIC:

Sworn to and described
before me this _____ day

of _____

2004

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
George R. Hesser, Notary Public
Lower Southampton Twp., Bucks County
My Commission Expires Feb. 29, 2008

Member, Pennsylvania Association of Notaries

LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.

P.O. BOX 3221
WARMINSTER, PA. 18974

(215) 442-5668
FAX (215) 442-9727

June 16, 2004

Postmaster
Winburne, PA 16879

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: Sherri L. Burnett a/k/a Sherri Burnett
Address: Church St., Box 197
Winburne, PA 16879

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
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: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:
Beneficial CDC v. Howard L. Burnett a/k/a Howard Burnett & Sherri L. Burnett
a/k/a Sherri Burnett
4. The court in which the case has been or will be heard:
Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
04-673-CD
6. The capacity in which this individual is to be served:
Defendant(s)

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 IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For McCabe, Weisberg & Conway, P.C.

P.O. Box 3221
Warminster, PA. 18974

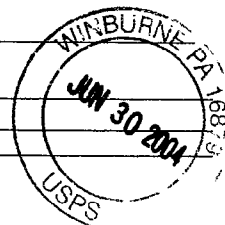
FOR THE POST OFFICE USE ONLY

NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

P.O. Box 197
WINBURN, PA 16879

POST MARK



LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.

P.O. BOX 3221
WARMINSTER, PA. 18974

(215) 442-5668
FAX (215) 442-9727

June 16, 2004

Postmaster
Winburne, PA 16879

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: Howard L. Burnett a/k/a Howard Burnett
Address: Church St., Box 197
Winburne, PA 16879

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
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: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:
Beneficial CDC v. Howard L. Burnett a/k/a Howard Burnett & Sherri L. Burnett
a/k/a Sherri Burnett
4. The court in which the case has been or will be heard:
Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
04-673-CD
6. The capacity in which this individual is to be served:
Defendant(s)

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 IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For McCabe, Weisberg & Conway, P.C.

P.O. Box 3221
Warminster, PA. 18974

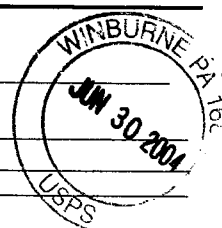
FOR THE POST OFFICE USE ONLY

NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

PO Box 197
WINBURN, PA. 16879

POST MARK



In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Sheriff Docket #

15580

VS.

04-673-CD

BURNETT, HOWARD L. a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 3, 2004 AT 2:45 PM POSTED THE WITHIN PRAECIPE & COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) ON THE PROPERTY OF HOWARD L. BURNETT a/k/a HOWARD BURNETT and SHERRI L. BURNETT a/k/a SHERRI BURNETT, DEFENDANTS AT CHURCH ST. BOX 197, WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
30.00	SHERIFF HAWKINS PAID BY: ATTY CK#47549
20.00	SURCHARGE PAID BY: ATTY CK# 47550

Sworn to Before Me This

7th Day Of Sept. 2004

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

So Answers,

Chester A. Hawkins
by *Mauley*
Chester A. Hawkins
Sheriff

FILED *EGK*

SEP 07 2004
3:00

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA :
v. :
HOWARD L. BURNETT a/k/a :
HOWARD BURNETT :
and :
SHERRI L. BURNETT a/k/a : NUMBER 04-673-CD
SHERRI BURNETT :
and :
UNITED STATES OF AMERICA :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF CLEARFIELD :

FILED
m/12/04
SEP 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

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 August 23, 2004 per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett a/k/a Sherri Burnett, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known address of Church Street, Box 197, Winburne, PA 16879. The regular mail was never

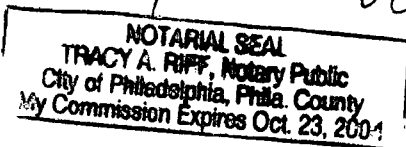
returned and the certified mail was not returned "unclaimed."
True and correct copies of the letters, certificates of mailing and
certified receipts are attached hereto, made a part hereof, and
marked as Exhibit "A."

3. That on September 3, 2004 in accordance with the attached
Court Order, Plaintiff served a true and correct copy of the
Complaint in Mortgage Foreclosure upon the Defendants, Howard L.
Burnett a/k/a Howard Burnett and Sherri L. Burnett and Sherri
Burnett, by posting the same at the mortgage premises of Chruch
Street, Box 197, Winburne, PA 16879. True and correct copy of the
Affidavit of Service indicating the same is attached hereto, made
a part hereof, and marked Exhibit "B."


TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9th DAY
OF September, 2004.


NOTARY PUBLIC



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

HOWARD L. BURNETT a/k/a
HOWARD BURNETT
SHERRI L. BURNETT a/k/a
SHIRRI BURNETT
and

UNITED STATES OF AMERICA

NUMBER 04-673-CD

ORDER

AND NOW, this 20th day of August, 2004,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service and the Notice of Sheriff's Sale upon the
Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L.
Burnett a/k/a Sherri Burnett, by regular mail and by certified
mail, return receipt requested, and by posting at the Defendant's
last-known address and the mortgaged premises known in this
herein action as Church Street, Box 197, Winburne, PA 16879.

BY THE COURT:

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

/s/ Paul E. Cherry

AUG 20 2004

J.

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:

Skerril L. Burnett
Church St., Box 197
Winburne, PA 16879

2. Article Number

(Transfer from service label)

7004 0550 0001 1583 2386

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Skerril L. Burnett*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Skerril L. Burnett

C. Date of Delivery

8-27-04

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

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:

Howard L. Burnett
Church St., Box 197
Winburne, PA 16879

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Skerril L. Burnett*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Skerril L. Burnett

C. Date of Delivery

8-27-04

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

Postage

\$ *83*

Certified Fee

2.30

Return Receipt Fee
(Endorsement Required)

1.75

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ *4.88*

Postmark
Here

Sent To

Howard L. Burnett

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

Church St., Box 197

City, State, ZIP+4

Winburne, PA 16879

PS Form 3800, July 2002

See reverse for instructions

EXHIBIT "A"

7004 0550 0001 1583 2386

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

VS.

BURNETT, HOWARD L. a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15580
04-673-CD

SHERIFF RETURNS

NOW SEPTEMBER 3, 2004 AT 2:45 PM POSTED THE WITHIN PRAECIPE & COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) ON THE PROPERTY OF HOWARD L. BURNETT a/k/a HOWARD BURNETT and SHERRI L. BURNETT a/k/a SHERRI BURNETT, DEFENDANTS AT CHURCH ST. BOX 197, WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
30.00	SHERIFF HAWKINS PAID BY: ATTY CK#47549
20.00	SURCHARGE PAID BY: ATTY CK# 47550

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "B"

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of America	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-673-CD m/3:33 CCT 29 2004 Prothonotary, Clerk of Courts
---	---

EBK
ICC9 Notice
to Defs.
Statement to
Atty
Atty pd.
20.00

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$49,020.83
Interest from 5/1/04 to 10/27/04	\$ 1,983.32
TOTAL	\$51,004.15

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

AND NOW, this 29th day of October, 2004,
Judgment is entered in favor of Plaintiff, Beneficial Consumer
Discount Company d/b/a Beneficial Mortgage Company Of PA and
against Defendant(s), Howard L. Burnett, a/k/a Howard Burnett and
Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of
America and damages are assessed in the amount of \$51,004.15, plus
interest and costs.

BY THE PROTHONOTARY:

William L. Hargis

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company Of PA
vs.
Howard L. Burnett, a/k/a
Howard Burnett and Sherri L.
Burnett, a/k/a Sherri Burnett
and
The United States Of America

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: C4-673-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

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

Howard L. Burnett,
a/k/a Howard Burnett

Church Street, Box 197
Winburne, PA 16879

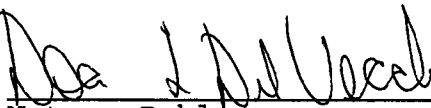
Sherri L. Burnett,
a/k/a Sherri Burnett


Church Street, Box 197
Winburne, PA 16879

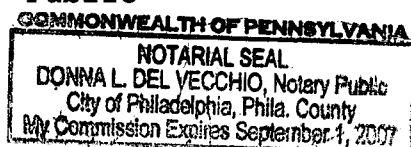
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY

OF October, 2004.


Notary Public


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company Of PA
vs.
Howard L. Burnett, a/k/a
Howard Burnett and SherriL.
Burnett, a/k/a Sherri Burnett
and
The United States Of America

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: C4-673-CD

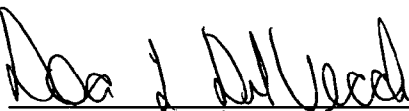
CERTIFICATION

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

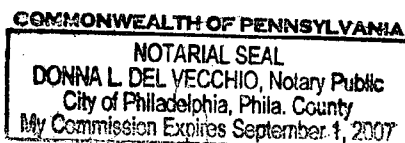
SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27th DAY

OF October, 2004.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



Notary Public



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

**William A. Shaw
Prothonotary**

September 24, 2004

To: Howard L. Burnett a/k/a Howard Burnett
Church Street, Box 197
Winburne, PA 16879

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

vs.

Howard L. Burnett a/k/a Howard Burnett
and
Sherri L. Burnett a/k/a Sherri Burnett
and
UNITED STATES OF AMERICA

Clearfield County
Court of Common Pleas

Number 04-673-CD

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

IMPORTANT NOTICE

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

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

NOTIFICACION IMPORTANTE

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

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

TJM/rda

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

**William A. Shaw
Prothonotary**

September 24, 2004

To: Sherri L. Burnett a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

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

vs.

Howard L. Burnett a/k/a Howard Burnett
and
Sherri L. Burnett a/k/a Sherri Burnett
and
UNITED STATES OF AMERICA

Clearfield County
Court of Common Pleas

Number 04-673-CD

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

TJM/rda

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

**William A. Shaw
Prothonotary**

September 24, 2004

To: UNITED STATES OF AMERICA
c/o United States Attorney
for the Western District of Pennsylvania
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Howard L. Burnett a/k/a Howard Burnett
and
Sherri L. Burnett a/k/a Sherri Burnett
and
UNITED STATES OF AMERICA

Clearfield County
Court of Common Pleas

Number 04-673-CD

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

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

**William A. Shaw
Prothonotary**

September 24, 2004

To: UNITED STATES OF AMERICA
The Honorable John Ashcroft
Attorney General of the United States
United States Department of Justice
10th and Constitution Avenues Northwest
Room 4400
Washington, DC 20530

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Howard L. Burnett a/k/a Howard Burnett
and
Sherri L. Burnett a/k/a Sherri Burnett
and
UNITED STATES OF AMERICA

Clearfield County
Court of Common Pleas

Number 04-673-CD

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

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814-765-2641 x 5982

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

VERIFICATION

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


TERRENCE J. McCABE, ESQUIRE

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

COPY

William A. Shaw
Prothonotary

To: Howard L. Burnett, a/k/a Howard Burnett
Church Street, Box 197
Winburne, PA 16879

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company Of PA
vs.
Howard L. Burnett, a/k/a
Howard Burnett and Sherri L.
Burnett, a/k/a Sherri Burnett
and
The United States Of America

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-673-CD

NOTICE

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

William A. Shaw
Prothonotary

10/29/04

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

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

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

Copy

William A. Shaw
Prothonotary

To: Sherri L. Burnett, a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

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Company d/b/a Beneficial
Mortgage Company Of PA
vs.
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The Honorable John Ashcroft
Attorney General of the United States
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

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

No.: 2004-00673-CD

Real Debt: \$51,004.15

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Howard L. Burnett
Sherri L. Burnett
United States of America
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 29, 2004

Expires: October 29, 2009

Certified from the record this 29th day of October, 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

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company Of PA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

Howard L. Burnett, a/k/a Howard
Burnett and Sherri L. Burnett,
a/k/a Sherri Burnett
and
The United States Of America

04-673-CD

NO. _____ TERM _____

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

2010
ICC
Shff
m/3:46 PM
OCT 29 2004
Atty pd.
20.00

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett
_____ Of defendant(s) and
3. Against the following property in the hands of (name) _____
Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett
4. And index this writ;
 - (a) against Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett Defendant(s) and
 - (b) against _____ as GarnisheeAs a lis pendens against real property of the defendant(s) in name of garnishee as follows, Church Street, Box 197 Winburne, PA 16879

(Specifically described property)

(If space insufficient, attach extra sheets)

- | | |
|-------------------------------------|---------------------------|
| 5. Amount Due | \$ <u>51,004.15</u> |
| Interest from 10/27/04 to sale date | \$ <u>8.38 per day</u> |
| Costs (to be added) | \$ _____ |
| | 132.00 Prothonotary costs |

Terrence J. McCabe

TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff(s)

04-673-CD

NO. _____ TERM _____

RECEIVED WRIT THIS _____ DAY

OF _____ A.D.

AT _____ M

NO. _____ TERM _____

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

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company Of PA

VS.

Howard L. Burnett, a/k/a
Howard Burnett and Sherri L.
Burnett, a/k/a Sherri Burnett
and The United States Of
America

**Praecipe 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

Terrence J. McCabe
Attorney for Plaintiff(s)

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 51,004.15
INTEREST FROM 8.38 per
10/27/04 to sale day
date

PROTHONOTARY **132.00**

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN lots, pieces or parcels of ground situate, lying and being in the Village of Ames, Township of Cooper, County of Clearfield, State of Pennsylvania, with all the buildings and improvements thereon bounded and more particularly described as follows:

PARCEL #1

BEGINNING at Lots Nos. TWO HUNDRED ONE (201) and TWO HUNDRED THREE (203) as marked, known and designated on the Town Plat of Ames. This conveyance is made subject to all the exceptions and reservations in prior conveyances contained with respect to coal, fire-clay, oil and gas and the rights or privileges of mining and removing the same.

PARCEL #2

BEGINNING at Lot No. ONE HUNDRED NINETY NINE (199) as marked, known and designated on the Town Plot of Ames.

Being the same premises as vested in the party of the first part herein by Deed of Anna B. Spotts, et. al., dated October 17, 1983. and recorded in Deed Book Volume 193 at Page 106.

Together with all and singular the Buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, Whatsoever unto the Granted Premises Belonging, or in any wise Appertaining and the Reversions and Remainders, Rents, Issues and Profits, Thereof and all the Estate, Right, Title, and Interest, Property, Claim, and Demand Whatsoever of the said Grantors, Their Heirs, and Assigns, In Law, Equity, or Otherwise, Howsoever, in and to the same and every part Thereof.

To Have And To Hold the said Lot or Piece of Ground above Described with the messuage or Tenant thereon Erected, Hereditaments and Premises Hereby Granted or mentioned and intended so to be, with the appurtenances, Unto the Grantees, Their Heirs and Assigns, Forever.

Under and Subject, Nevertheless to all Exceptions, Reservations, Conditions and Restrictions as Contained in Prior Deeds in the Chain Of title.

Being Known As: Church Street, Box 197 Winburne, PA 16879.

Being Parcel No. 110-S09-532-9

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of America	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-673-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 Church Street, Box 197 Winburne, PA 16879, 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
Howard L. Burnett, a/k/a Howard Burnett	Church Street, Box 197 Winburne, PA 16879
Sherri L. Burnett, a/k/a Sherri Burnett	Church Street, Box 197 Winburne, PA 16879

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

Name	Address
Howard L. Burnett, a/k/a Howard Burnett	Church Street, Box 197 Winburne, PA 16879
Sherri L. Burnett, a/k/a Sherri Burnett	Church Street, Box 197 Winburne, PA 16879

The United States Of America c/o United States Attorney for The Western District of Pennsylvania	U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219
---	---

United States Of America The Honorable John Ashcroft Attorney General of the United States, United States Department Of Justice	10 th and Constitution Avenues, Northwest Room 4400 Washington, DC 20530
---	--

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.

The United States Of America c/o United States Attorney for The Western District of Pennsylvania	U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219
---	---

United States Of America The Honorable John Ashcroft Attorney General of the United States, United States Department Of Justice	10 th and Constitution Avenues, Northwest Room 4400 Washington, DC 20530
---	--

Beneficial Consumer Discount Company	961 Weigel Drive P. O. Box 8634 Elmhurst, IL 60126
---	--

United Refining Co.	P.O. Box 356 West Chester, PA 19381
---------------------	--

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

Name	Address
Plaintiff herein.	
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania	1995 S. Atherton Street State College, PA 16801
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania	961 Weigel Drive Elmhurst, IL 60126 Attn: Al Spears
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company Of Pennsylvania	636 Grand Regency Blvd. Brandon, FL 33510 Attn: Rebecca Gast

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

Name	Address
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)	Church Street, Box 197 Winburne, PA 16879
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.
United States of America c/o Attorney for the <u>Western District</u> of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219

United States Of America
The Honorable John Ashcroft
Attorney General of the
United States, United States
Department Of Justice

10th and Constitution
Avenues, Northwest
Room 4400
Washington, DC 20530

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service
Federated Investors Tower

13th Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

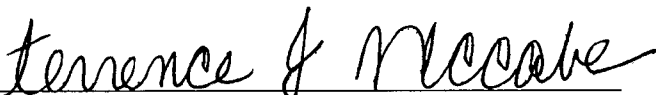
Tax Claim Bureau

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.

October 27, 2004

DATE



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN lots, pieces or parcels of ground situate, lying and being in the Village of Ames, Township of Cooper, County of Clearfield, State of Pennsylvania, with all the buildings and improvements thereon bounded and more particularly described as follows:

PARCEL #1

BEGINNING at Lots Nos. TWO HUNDRED ONE (201) and TWO HUNDRED THREE (203) as marked, known and designated on the Town Plat of Ames. This conveyance is made subject to all the exceptions and reservations in prior conveyances contained with respect to coal, fire-clay, oil and gas and the rights or privileges of mining and removing the same.

PARCEL #2

BEGINNING at Lot No. ONE HUNDRED NINETY NINE (199) as marked, known and designated on the Town Plot of Ames.

Being the same premises as vested in the party of the first part herein by Deed of Anna B. Spotts, et. al., dated October 17, 1983. and recorded in Deed Book Volume 193 at Page 106.

Together with all and singular the Buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-Courses, Rights, Liberties, Privileges. Hereditaments and Appurtenances, Whatsoever unto the Granted Premises Belonging, or in any wise Appertaining and the Reversions and Remainders, Rents, Issues and Profits, Thereof and all the Estate, Right, Title, and Interest, Property, Claim, and Demand Whatsoever of the said Grantors, Their Heirs, and Assigns, In Law, Equity, or Otherwise, Howsoever, in and to the same and every part Thereof.

To Have And To Hold the said Lot or Piece of Ground above Described with the messuage or Tenant thereon Erected, Hereditaments and Premises Hereby Granted or mentioned and intended so to be, with the appurtenances, Unto the Grantees, Their Heirs and Assigns, Forever.

Under and Subject, Nevertheless to all Exceptions, Reservations, Conditions and Restrictions as Contained in Prior Deeds in the Chain Of title.

Being Known As: Church Street, Box 197 Winburne, PA 16879.

Being Parcel No. 110-S09-532-9

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

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

Vs.

NO.: 2004-00673-CD

Howard L. Burnett a/k/a Howard Burnett and
Sherri L. Burnett a/k/a Sherri Burnett and
The United States of America

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from HOWARD L. BURNETT a/k/a Howard Burnett and SHERRI L. BURNETT a/k/a Sherri Burnett and UNITED STATES OF AMERICA, 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: \$51,004.15
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 10/29/2004

PAID: \$132.00
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 Street, Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

Sheriff

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN lots, pieces or parcels of ground situate, lying and being in the Village of Ames, Township of Cooper, County of Clearfield, State of Pennsylvania, with all the buildings and improvements thereon bounded and more particularly described as follows:

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Together with all and singular the Buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, Whatsoever unto the Granted Premises Belonging, or in any wise Appertaining and the Reversions and Remainders, Rents, Issues and Profits, Thereof and all the Estate, Right, Title, and Interest, Property, Claim, and Demand Whatsoever of the said Grantors, Their Heirs, and Assigns, In Law, Equity, or Otherwise, Howsoever, in and to the same and every part Thereof.

To Have And To Hold the said Lot or Piece of Ground above Described with the messuage or Tenant thereon Erected, Hereditaments and Premises Hereby Granted or mentioned and intended so to be, with the appurtenances, Unto the Grantees, Their Heirs and Assigns, Forever.

Under and Subject, Nevertheless to all Exceptions, Reservations, Conditions and Restrictions as Contained in Prior Deeds in the Chain Of title.

Being Known As: Church Street, Box 197 Winburne, PA 16879.

Being Parcel No. 110-S09-532-9

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 Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of America	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-673-CD
---	---

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 1st day of February, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

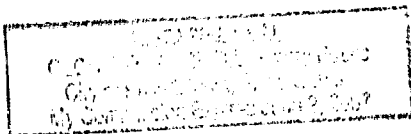
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 1st DAY
OF February, 2005.


NOTARY PUBLIC



FILED ^{no} cc
m/12478/
FEB 07 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 Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of America	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-673-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 Church Street, Box 197 Winburne, PA 16879, 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
Howard L. Burnett, a/k/a Howard Burnett	Church Street, Box 197 Winburne, PA 16879
Sherri L. Burnett, a/k/a Sherri Burnett	Church Street, Box 197 Winburne, PA 16879

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

Name	Address
Howard L. Burnett, a/k/a Howard Burnett	Church Street, Box 197 Winburne, PA 16879
Sherri L. Burnett, a/k/a Sherri Burnett	Church Street, Box 197 Winburne, PA 16879

The United States Of America c/o United States Attorney for The Western District of Pennsylvania	U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219
---	---

United States Of America The Honorable John Ashcroft Attorney General of the United States, United States Department Of Justice	10 th and Constitution Avenues, Northwest Room 4400 Washington, DC 20530
---	--

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.

The United States Of America c/o United States Attorney for The Western District of Pennsylvania	U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219
---	---

United States Of America The Honorable John Ashcroft Attorney General of the United States, United States Department Of Justice	10 th and Constitution Avenues, Northwest Room 4400 Washington, DC 20530
---	--

Beneficial Consumer Discount Company	961 Weigel Drive P. O. Box 8634 Elmhurst, IL 60126
---	--

United Refining Co.	P.O. Box 356 West Chester, PA 19381
---------------------	--

Exhibit A

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

Name

Address

Exhibit A

Plaintiff herein.

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

1995 S. Atherton Street
State College, PA 16801

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

961 Weigel Drive
Elmhurst, IL 60126
Attn: Al Spears

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

636 Grand Regency Blvd.
Brandon, FL 33510
Attn: Rebecca Gast

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

Name

Address

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)

Church Street, Box 197
Winburne, PA 16879

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.

United States of America
c/o Attorney for the
Western District of PA

633 U.S. Post Office
and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

United States Of America 10th and Constitution
The Honorable John Ashcroft Avenues, Northwest
Attorney General of the Room 4400
United States, United States Washington, DC 20530
Department Of Justice

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

Internal Revenue Service 13th Floor, Suite 1300
Federated Investors Tower 1001 Liberty Avenue
Pittsburgh, PA 15222

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.

February 1, 2005

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

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

Attorney for Plaintiff

Exhibit B

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of America	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-673-CD
---	---

DATE: February 1, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Howard L. Burnett, a/k/a Howard Burnett and
Sherri L. Burnett, a/k/a Sherri Burnett

PROPERTY: Church Street, Box 197 Winburne, PA 16879

IMPROVEMENTS: Residential Dwelling

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

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

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

Check type of mail or service:
☐ Certified
☐ 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**

Line	Article Number	Addressee Name, Street and PO Address	Postage	Pee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bene v. Burnett	Howard L. Burnett, a/k/a Howard Burnett Church Street, Box 197 Winburne, PA 16879											
2		Sherri L. Burnett, a/k/a Sherri Burnett Church Street, Box 197 Winburne, PA 16879											
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

Total Number of Pieces
 Listed by Sender

2

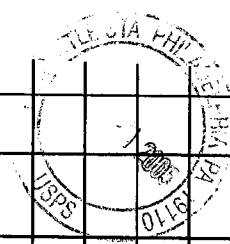
Total Number of Pieces
 Received at Post Office

2

Postmaster, Per (Name of receiving
 employee)

Complete by Typewriter, Ink, or Ball Point Pen

1303 U.S. POSTAGE P82232577
 7046 \$00.900 FEB 01 05
 FROM ZIP CODE 19109



The full declaration of value is required on all domestic and international registered mail. The taxman indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$200 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum amount payable for Express Mail document reconstruction insurance is \$5,000 per piece. The maximum amount payable for up to \$5,000 to some, but not all countries. The maximum amount payable for registered mail is \$50,000 for registered mail. See Domestic Mail Manual (DMM) 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

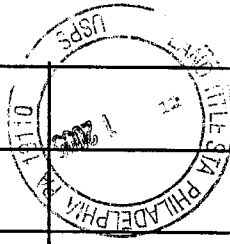
Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
ATTN: Samantha Young

Check type of mail or service:
☐ Certified
☐ COD
☐ Registered
☐ Delivery Confirmation
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Insured

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bene v. Burnett	The United States Of America c/o United States Attorney for The Western District of Pennsylvania U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219											
2		United States Of America The Honorable John Ashcroft Attorney General of the United States, United States Department Of Justice 10 th and Constitution Avenues Northwest Room 4400 Washington, DC 20530											
3		Beneficial Consumer Discount Company 961 Weigel Drive P. O. Box 8634 Elmhurst, IL 60126											
4		United Refining Co. P.O. Box 356 West Chester, PA 19381											
5		Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania 1995 S. Atherton Street State College, PA 16801											
6		Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania 961 Weigel Drive Elmhurst, IL 60126 Attn: Al Spears											

1593 U.S. POSTAGE PB223257*
 7016 \$04.200 FEB 01 05*
 5584 FROM ZIP CODE 19109



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA :
v. :
HOWARD L. BURNETT a/k/a :
HOWARD BURNETT :
and :
SHERRI L. BURNETT a/k/a : NUMBER 04-673-CD
SHERRI BURNETT :
and :
UNITED STATES OF AMERICA :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

FILED no
mla:2861 cc
MAR 07 2005 (4)

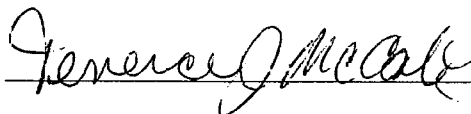
William A. Shaw
Prothonotary/Clerk of Courts

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 February 1, 2005 per the attached Court Order,
Plaintiff served a true and correct copy of the Notice of Sheriff's
Sale upon the Defendants, Howard L. Burnett a/k/a Howard Burnett
and Sherri L. Burnett a/k/a Sherri Burnett, by regular mail,
certificate of mailing and certified mail, return receipt
requested, addressed to their last-known address of Church Street,
Box 197, Winburne, PA 16879. The regular mail was never returned

and the certified mail was not returned "unclaimed." True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A."

3. Per a conversation with the Sheriff 's Office, that on January 24, 2005 in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L. Burnett and Sherri Burnett, by posting the same at the mortgage premises of Chruch Street, Box 197, Winburne, PA 16879.

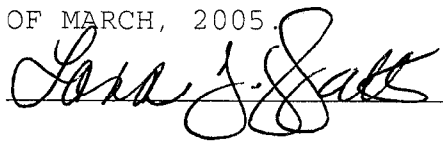


TERRENCE J. McCABE, ESQUIRE

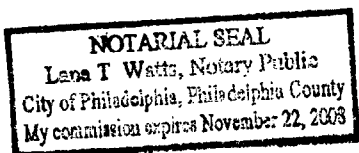
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 1st DAY

OF MARCH, 2005.



NOTARY PUBLIC



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

HOWARD L. BURNETT a/k/a
HOWARD BURNETT
SHERRI L. BURNETT a/k/a
SHIRRI BURNETT
and
UNITED STATES OF AMERICA

NUMBER 04-673-CD

O R D E R

AND NOW, this 20th day of August, 2004,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service and the Notice of Sheriff's Sale upon the
Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L.
Burnett a/k/a Sherri Burnett, by regular mail and by certified
mail, return receipt requested, and by posting at the Defendant's
last-known address and the mortgaged premises known in this
herein action as Church Street, Box 197, Winburne, PA 16879.

BY THE COURT:

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

/s/ Paul E. Cherry

AUG 20 2004

J.

9809 227 1627 0001 1627 6118

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	\$

Postmark
Here

Sent To	Howard Burnett
Street, Apt. No., or PO Box No.	Church St., Box 197
City, State, ZIP+4	Winburne, PA 16879

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

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

February 1, 2005

Howard L. Burnett, a/k/a Howard Burnett
 Church Street, Box 197
 Winburne, PA 16879

RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage
 Company Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and
 Sherri L. Burnett, a/k/a Sherri Burnett and The United States
 Of America
 Clearfield County; CCP; Number 04-673-CD

Dear Howard L. Burnett, a/k/a Howard Burnett:

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. 7004 1160 0001 1627 6118
 RETURN RECEIPT REQUESTED

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 <u>Sherri Burnett</u> Street, Apt. No. or PO Box No. <u>Church St., Box 197</u> City, State, ZIP+4 <u>Winburne, PA 16879</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

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

February 1, 2005

Sherri L. Burnett, a/k/a Sherri Burnett
Church Street, Box 197
Winburne, PA 16879

RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage
Comp-any Of PA vs. Howard L. Burnett, a/k/a Howard Burnett and
Sherri L. Burnett, a/k/a Sherri Burnett and The United States Of
America

Clearfield County; CCP; Number 04-673-CD

Dear Sherri L. Burnett, a/k/a Sherri Burnett:

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. 7004 1160 0001 1627 6118
RETURN RECEIPT REQUESTED

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

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

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bene v. Burnett	Howard L. Burnett, a/k/a Howard Burnett Church Street, Box 197 Winburne, PA 16879											
2		Sherri L. Burnett, a/k/a Sherri Burnett Church Street, Box 197 Winburne, PA 16879											
3													
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14													
15													
Total Number of Pieces Listed by Sender 2		Total Number of Pieces Received at Post Office 2	Postmaster, Per (Name of receiving employee) (Signature)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail worldwide insurance is \$500, less optional Express Mail Service worldwide is available for up to \$5,000 to room, but not to countries. The maximum indemnity payable is \$2,000 for registered mail. See Domestic Mail Manual (DMM) 3911, and 3921 for limitations of coverage on insured Mail (®) pieces. International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (®) and Standard Mail (®) pieces.								

1303 15 POSTAGE PS 223257
7046 400 900 FEB 01 05
5585 10109

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20041

NO: 04-673-CD

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

DEFENDANT: HOWARD L. BURNETT, A/K/A HOWARD BURNETT AND SHERRI L. BURNETT, A/K/A SHERRI
BURNETT AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/01/2004

LEVY TAKEN 01/24/2005 @ 9:45 AM

POSTED 01/24/2005 @ 9:45 AM

SALE HELD 04/01/2005

SOLD TO BENEFICIAL CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/20/2005

DATE DEED FILED 05/20/2005

FILED
MAY 20 2005
01/21/05
William A. Shaw
Prothonotary/Clerk of Courts

PROPERTY ADDRESS CHURCH STREET, BOX 197 WINBURNE , PA 16879

SERVICES

02/05/2005 @ SERVED HOWARD L. BURNETT A/K/A HOWARD BURNETT

SERVED HOWARD L. BURNETT A/K/A HOWARD BURNETT, DEFENDANT, BY CERT & REG MAIL PER COURT ORDER TO CHURCH STREET, BOX 197 A/K/A 216 COALWARD ST, WINBURNE, CLFD CO., PA CERT #70033110000193800428 SIGNED FOR BY SHERRI L. BURNETT/WIFE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

02/05/2005 @ SERVED SHERRI L. BURNETT A/K/A SHERRI BURNETT

SERVED SHERRI L. BURNETT A/K/A SHERRI BURNETT BY CERT & REG MAIL PER COURT ORDER TP CHURCH STREET, BOX 197 A/K/A 216 COALWARD ST, WINBURNE, CLFD. CO., PA. CERT #70033110000193800435 SIGNED FOR BY SHERRI BURNETT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

03/09/2005 @ SERVED UNITED STATES OF AMERICA

SERVED THE US OF AMERICA BY CERTIFIED MAIL SIGNED FOR BY UNKNOWN AGENT CERT#70033110000193800540

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

03/14/2005 @ SERVED UNITED STATES OF AMERICA

SERVED THE US OF AMERICA BY CERTIFIED MAIL SIGNED FOR BY UNKNOWN AGENT CERT#70033110000193800534.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20041

NO: 04-673-CD

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

DEFENDANT: HOWARD L. BURNETT, A/K/A HOWARD BURNETT AND SHERRI L. BURNETT, A/K/A SHERRI
BURNETT AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN


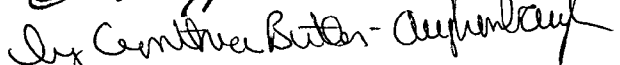
SHERIFF HAWKINS \$267.64

SURCHARGE \$60.00 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 d/b/a
Beneficial Mortgage Company of Pennsylvania

Vs.

NO.: 2004-00673-CD

Howard L. Burnett a/k/a Howard Burnett and
Sherri L. Burnett a/k/a Sherri Burnett and
The United States of America

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from HOWARD L. BURNETT a/k/a Howard Burnett and SHERRI L. BURNETT a/k/a Sherri Burnett and UNITED STATES OF AMERICA, 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:

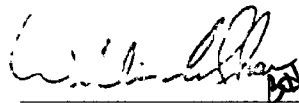
Garnishee(s) as follows:

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: \$51,004.15
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 10/29/2004

PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 1st day
of November A.D. 2004
At 11:30 A.M./P.M.

Charles A. Hawkins
Sheriff Jay Carmichael Butler-Caplanough

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

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN lots, pieces or parcels of ground situate, lying and being in the Village of Ames, Township of Cooper, County of Clearfield, State of Pennsylvania, with all the buildings and improvements thereon bounded and more particularly described as follows:

PARCEL #1

BEGINNING at Lots Nos. TWO HUNDRED ONE (201) and TWO HUNDRED THREE (203) as marked, known and designated on the Town Plat of Ames. This conveyance is made subject to all the exceptions and reservations in prior conveyances contained with respect to coal, fire-clay, oil and gas and the rights or privileges of mining and removing the same.

PARCEL #2

BEGINNING at Lot No. ONE HUNDRED NINETY NINE (199) as marked, known and designated on the Town Plot of Ames.

Being the same premises as vested in the party of the first part herein by Deed of Anna B. Spotts, et. al., dated October 17, 1983. and recorded in Deed Book Volume 193 at Page 106.

Together with all and singular the Buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-Courses, Rights, Liberties, Privileges. Hereditaments and Appurtenances, Whatsoever unto the Granted Premises Belonging, or in any wise Appertaining and the Reversions and Remainders, Rents, Issues and Profits, Thereof and all the Estate, Right, Title, and Interest, Property, Claim, and Demand Whatsoever of the said Grantors, Their Heirs, and Assigns, In Law, Equity, or Otherwise, Howsoever, in and to the same and every part Thereof.

To Have And To Hold the said Lot or Piece of Ground above Described with the messuage or Tenant thereon Erected, Hereditaments and Premises Hereby Granted or mentioned and intended so to be, with the appurtenances, Unto the Grantees, Their Heirs and Assigns, Forever.

Under and Subject, Nevertheless to all Exceptions, Reservations, Conditions and Restrictions as Contained in Prior Deeds in the Chain Of title.

Being Known As: Church Street, Box 197 Winburne, PA 16879.

Being Parcel No. 110-S09-532-9

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME HOWARD L. BURNETT A/K/A HOWARD BURNETT

NO. 04-673-CD

NOW, May 20, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of Howard L. Burnett, A/K/A Howard Burnett And Sherri L. Burnett, A/K/A Sherri Burnett And The United States Of America to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	16.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	25.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	45.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$267.64

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	51,004.15
INTEREST @ 8.3800 %	1,307.28
FROM 10/27/2004 TO 04/01/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$52,371.43

COSTS:

ADVERTISING	416.14
TAXES - COLLECTOR	135.70
TAXES - TAX CLAIM	2,697.27
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	267.64
LEGAL JOURNAL COSTS	241.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$4,064.75

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

CHESTER A. HAWKINS, Sheriff

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

HOWARD L. BURNETT a/k/a
HOWARD BURNETT
SHERRI L. BURNETT a/k/a
SHIRRI BURNETT
and
UNITED STATES OF AMERICA

NUMBER 04-673-CD

ORDER

AND NOW, this 20th day of August, 2004,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service and the Notice of Sheriff's Sale upon the
Defendants, Howard L. Burnett a/k/a Howard Burnett and Sherri L.
Burnett a/k/a Sherri Burnett, by regular mail and by certified
mail, return receipt requested, and by posting at the Defendant's
last-known address and the mortgaged premises known in this
herein action as Church Street, Box 197, Winburne, PA 16879.

BY THE COURT:

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

/s/ Paul E. Cherry

AUG 20 2004

J.

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:

THE UNITED STATES OF AMERICA
U.S. DEPT. OF JUSTICE
U.S. ATTORNEY'S OFFICE
WESTERN DIST. OF PA
633 US POST OFFICE & COURTHOUSE
PITTSBURGH, PA 15219

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt *Burnett*

102595-02-M-1540

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

David H. Burns
MAR 1 & 2005

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 3110 0001 9380 0534

U.S. Postal ServiceTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

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

OFFICIAL USE

Postage \$ *1.60*
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.
City, State, ZIP+4

UNITED STATES OF AMERICA
U.S. ATTORNEY GENERAL
C/O DEPT. OF JUSTICE
10th & CONSTITUTION BLVD
NW ROOM 440
WASHINGTON, DC 20530

PS Form 3800, June

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:

THE UNITED STATES OF AMERICA
U.S. DEPT. OF JUSTICE
U.S. ATTORNEY'S OFFICE
WESTERN DIST. OF PA
633 US POST OFFICE & COURTHOUSE
PITTSBURGH, PA 15219

OFFICIAL USE

U.S. Postal ServiceTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

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

Postage \$ *1.60*
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.
City, State, ZIP+4

UNITED STATES OF AMERICA
U.S. DEPT. OF JUSTICE
U.S. ATTORNEY'S OFFICE
WESTERN DISTRICT OF PA
633 US POST OFFICE & COURTHOUSE
PITTSBURGH, PA 15219

PS Form 3800, June 2002

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☒ Agent
B. Received by (Printed Name) *MAR 9 2005* ☐ Addressee
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

7003 3110 0001 9380 0541

Form 3811, February 2004

Domestic Return Receipt *Burnett*

102595-02-M-1540

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:

HOWARD L. BURNETT AKA HOWARD BURNETT
CHURCH STREET, BOX 197 AKA
216 COALWARD STREET
WINBURNE, PA 16879

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Howard Burnett ☐ Agent
☐ Addressee

B. Received by (Printed Name) *Sherill Burnett* ☐ Date of Delivery *2-5-05*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

WINBURNE, PA 16879
FEB 5 2005

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes2. Article Number
(Transfer from service label)

2003 3110 0001 9380 0428

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage

\$10.60

Certified Fee

\$2.30

Return Receipt Fee
(Endorsement Required)

\$1.75

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$14.65

0830

Postmark
Here

01/28/2005

Sent To

HOWARD L. BURNETT AKA HOWARD BURNETT
CHURCH STREET, BOX 197 AKA
216 COALWARD STREET
WINBURNE, PA 16879

PS Form 3800, June 2002

See Reverse for Instructions

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:

SHERILL BURNETT AKA SHERILL BURNETT
CHURCH STREET, BOX 197 AKA
216 COALWARD STREET
WINBURNE, PA 16879

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Sherill Burnett ☐ Agent
☐ Addressee

B. Received by (Printed Name) *Sherill Burnett* ☐ Date of Delivery *2-5-05*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

WINBURNE, PA 16879
FEB 5 2005

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label) 2003 3110 0001 9380 0435

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage

\$10.60

Certified Fee

\$2.30

Return Receipt Fee
(Endorsement Required)

\$1.75

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$14.65

0830

Postmark
Here

01/28/2005

Sent To

SHERILL BURNETT AKA SHERILL BURNETT
CHURCH STREET, BOX 197 AKA
216 COALWARD STREET
WINBURNE, PA 16879

PS Form 3800, June 2002

See Reverse for Instructions