



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

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

v.

Terry E. Finberg a/k/a Terry Finberg  
201 East Doris Avenue  
State College, PA 16801

**Attorney for Plaintiff**

Clearfield County  
Court of Common Pleas

**FILED** *Atty. pd.*  
*m/2:2381 8500*  
**SEP 09 2004** *2 cc shff*

William A. Shaw  
Prothonotary/Clerk of Courts

Number **04-1397-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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**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

v.

Terry E. Finberg a/k/a Terry Finberg  
201 East Doris Avenue  
State College, PA 16801

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 Terry E. Finberg a/k/a Terry Finberg, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his/her last-known address is 201 East Doris Avenue, State College, PA 16801.

3. On 09/26/2002, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200215567.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 984 Hannah Street, Houtzdale, PA 16651.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/26/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

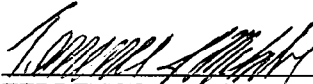
6. The following amounts are due on the mortgage:

Principal Balance	\$ 53,858.63
Interest through 08/31/2004	\$ 3,789.98
(Plus \$ 15.55 per diem thereafter)	
Attorney's Fee	\$ 2,692.93
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 60,891.54

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

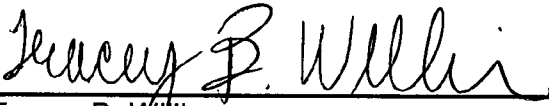
8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$60,891.54, together with interest at the rate of \$15.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Tracey B. Williams, 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.

  
\_\_\_\_\_  
Tracey B. Williams

02 OCT -7 AM 11:31

## MORTGAGE

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

THIS MORTGAGE is made this day 26TH of SEPTEMBER 2002, between the Mortgagor, TERRY E. FINBERG, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 56,980.12, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated SEPTEMBER 26, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 26, 2017;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF WOODWARD, WARD 00, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/08/2001 AND RECORDED 10/24/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN

04-29-02 MTC  
CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012B1



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\* ORIGINAL

# Exhibit A

EXHIBIT A (PAGE 1)

DEED VOLUME 200117053 AND PAGE AND. TAX MAP OR PARCEL ID  
NO.: 130-M14-397-34

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200215567

RECORDED ON  
Sep 27, 2002  
11:52:17 AM  
Total Pages: 8

RECORDING FEES - \$21.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT \$3.00  
FUND  
STATE WRIT TAX \$0.50  
TOTAL \$26.50

CUSTOMER  
BENEFICIAL CONS DISC CO



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\* ORIGINAL

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

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

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

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

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

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

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

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





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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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\* ORIGINAL

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



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.

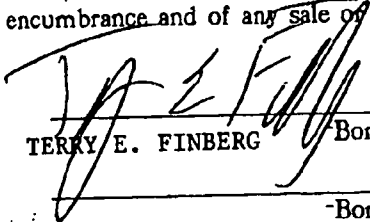
**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**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.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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.

  
TERRY E. FINBERG

Borrower

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, 90 BEAVER DRIVE, DUBOIS, PA 15801  
On behalf of the Lender, By: SHARON MARNATTI Title: ACCOUNT EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, County ss: CLEARFIELD

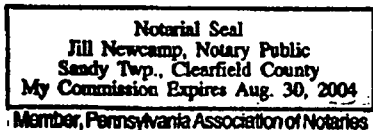
I, JILL NEWCAMP a Notary Public in and for said county and state, do hereby  
certify that TERRY E. FINBERG

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

Given under my hand and official seal, this 26TH day of SEPTEMBER, 2002

My Commission expires:

  
Notary Public



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

90 BEAVER DRIVE, DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA0012B7

04-29-02 MTG



\*F0706599EQ93MTG9000PA0012B70\*\*FINBERG

\* ORIGINAL

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**FINBERG, TERRY E. a/k/a TERRY FINBERG**

**Sheriff Docket # 16250**

**04-1397-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW SEPTEMBER 15, 2004 AT 10:06 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY E. FINBERG a/k/a TERRY FINBERG or OCCUPANT, DEFENDANT AT RESIDENCE, 984 HANNAH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JILYNN SALTER, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 10, 2004 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY E. FINBERG a/k/a TERRY FINBERG, DEFENDANT.

NOW SEPTEMBER 17, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY E. FINBERG a/k/a TERRY FINBERG, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SHELLY FINBERG, WIFE.

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>49.50</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 48038</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 48039</b>
<b>32.35</b>	<b>CENTRE CO. SHFF. PAID BY: ATTY.</b>

**Sworn to Before Me This**

8 Day Of October, 2004  
*William A. Shaw*

**So Answers,**

*Chester A. Hawkins*  
*My Mother, Harri*  
**Chester A. Hawkins**  
**Sheriff**

**FILED**

*O 3:11 PM NOV*

**OCT 08 2004**

*EWK*

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

# SHERIFF'S OFFICE

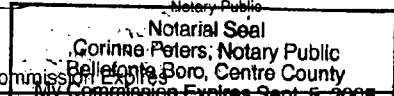
## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b>		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>		
1. Plaintiff(s) <u>Beneficial Consumer Discount</u>	2. Case Number <u>04-1397-CD</u>	
3. Defendant(s) <u>Terry Finberg</u>	4. Type of Writ or Complaint: <u>Complaint</u>	
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Terry Finberg</u>		
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>201 E. Doris Ave. State College PA</u>		
7. Indicate unusual service:    Reg Mail    Certified Mail    Deputize    Post    Other		
Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County		
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE		

**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, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <u>Shelly Finberg</u> , on the <u>17th</u> day of <u>September</u> , 20 <u>04</u> , at <u>12:49</u> o'clock, <u>P</u> m., at <u>201 E. Doris Ave. State College PA</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below:									
Defendant(s) personally served. <input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <u>wife</u> Adult in charge of Defendant's residence. Manager/Clerk of place of lodging in which Defendant(s) resides(s). Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M.									
Defendant not found because: Moved            Unknown            No Answer            Vacant            Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>0.00</u>	<u>2.50</u>	<u>10.35</u>	<u>.50</u>	<u>1.00</u>	<u>32.35</u>	<u>42.65</u>
17. AFFIRMED and subscribed to before me this <u>24</u>									
20. day of <u>Sept</u> , 20 <u>04</u>				18. Signature of Dep. Sheriff <u>Tim P. Morris</u>				19. Date <u>9-20-04</u>	
23. <u>Corinne Peters</u>				21. Signature of Sheriff				22. Date	
				SHERIFF OF CENTRE COUNTY					
My Commission Expires Sept. 5, 2005				Amount Pd. _____				Page _____	
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE								25. Date Received	



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) 765-1533  
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 16250

BENEFICIAL CONSUMER DISCOUNT

TERM & NO. 04-1397-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

TERRY E. FINBERG a/k/a TERRY FINBERG

SERVE BY: 10/09/2004

**MAKE REFUND PAYABLE TO:**

McCABE, WEISBERG & CONWAY, ESQ.

SERVE: TERRY E. FINBERG AK/A TERRY FINBERG

ADDRESS: 201 EAST DORIS AVE., STATE COLLEGE, PA. 16801

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  
CENTRE COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 10th Day of  
SEPTEMBER 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

Pg 2860-99  
Pd 75.2



(Civil)

SHERIFF'S OFFICE WORK SHEET

# 1127

Deputy assigned SM Date assigned 9/14/04 Last Day 10/6/04

DEFENDANT (S) Terry Finberg Type of Writ Complaint

address 201 E. Doris Ave Order # 04-1397-CD

State College, Page # 2860-AA

PLAINTIFF Beneficial Consumer Discount Date Served \_\_\_\_\_

Action Taken

Date/Time

9-17-04/12:49 P- Served Shelly Finberg / wife /

Miscellaneous Information

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Terry E. Finberg, a/k/a Terry Finberg  
201 East Doris Avenue  
State College, PA 16801

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

NOTICE

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



11-3-07

William A. Shaw  
Prothonotary

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

FILED 

NOV 03 2004  
11/3/04  
William A. Shaw  
Prothonotary/Clerk of Courts

If you have any questions concerning this Judgment, please call

Terrence J. McCabe, Esquire at (215) 790-1010.

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

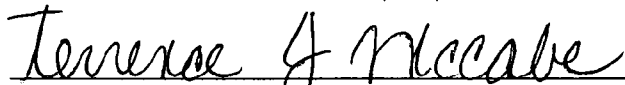
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$60,891.54
Interest from 9/1/04 to 11/1/04	\$ 948.55
TOTAL	\$61,840.09

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 3<sup>rd</sup> day of November, 2004,

Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania and against Defendant(s), Terry E. Finberg, a/k/a Terry Finberg and damages are assessed in the amount of \$61,840.09, plus interest and costs.

BY THE PROTHONOTARY:



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 Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-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:

Terry E. Finberg,  
a/k/a Terry Finberg

201 East Doris Avenue  
State College, PA 16801

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 1st DAY

OF November, 2004.

*Michele A. Holacik*  
Notary Public

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

NOTARIAL SEAL  
MICHELLE A. HOLACIK, Notary Public  
City of Philadelphia, Phila. County  
Commission Expires March 28, 2005

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

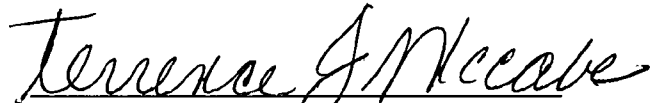
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

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 1st DAY

OF November, 2004.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public

NOTARIAL SEAL  
MICHELLE A. HOLACIK, Notary Public  
City of Philadelphia, Phila. County  
Commission Expires March 28, 2005

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

**William A. Shaw  
Prothonotary**

October 12, 2004

To: Terry E. Finberg a/k/a Terry Finberg  
201 East Doris Avenue  
State College, PA 16801

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

Clearfield County  
Court of Common Pleas

vs.

Terry E. Finberg a/k/a Terry Finberg

Number 04-1397-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

---

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

TJM/rda

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

**Praeipce for Writ of Execution-MORTGAGE FORECLOSURE**

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-1397-CD

NO.

TERM

Terry E. Finberg, a/k/a Terry  
Finberg

**PRAEPIPE FOR WRIT OF EXECUTION**

**FILED**

To the Prothonotary:

NOV 03 2004

William A. Shaw  
Prothonotary/Clerk of Courts  
w/6000  
1 court to Sheriff  
1 court to Attorney

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Terry E. Finberg, a/k/a Terry

Finberg

of

defendant(s) and

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

Terry E. Finberg, a/k/a Terry Finberg

4. And index this writ;

(a) against Terry E. Finberg, a/k/a Terry Finberg

Defendant(s) and

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

As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, 984 Hannah Street Houtzdale, PA 16651

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due

\$ 61,840.09

Interest from 11/2/04 to sale date

\$ 10.16 per day

Costs (to be added)

\$ 105.00 - Prothonotary

*Terrence J. McCabe*

TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff(s)



04-1397-CD

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

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

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

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

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

Sheriff

VS.

Terry E. Finberg, a/k/a Terry  
Finberg

(MORTGAGE FORECLOSURE)

Præcipe for Writ of  
Execution

EXECUTION DEBT 61,840.09  
INTEREST FROM 10.16 per  
11/2/04 to sale day  
date

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

Tel: 215 790 4010

SATISFACTION

SHERIFF

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

*Terrence J. McCabe*  
Attorney for Plaintiff(s)

## LEGAL DESCRIPTION

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, and at an alley, and running in a Northerly direction 87 feet to a post; thence in a westerly direction 64 feet to a post; thence in a Southerly direction 97 feet to a post on the North side of said Township Road; thence in an Easterly direction 62 feet to a post, the place of beginning. Being part of a larger tract or piece of ground known as Lot No. 87 in the Western extension of the Borough of Houtzdale.

THE SECOND THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, at the Southeast corner of lot now or formerly of John Gaffney, and thence running along the line of said Road, South 40 ½ degrees East, 215 feet to a post; thence running South 78 ½ East, 100 feet to a post; thence running 11 ½ degrees West, 10 feet to a post on line of Old Penn Tramway; thence running in a Westerly direction along the line of said Tramway 218 feet to a post; thence running North 36 ½ degrees East, 18 feet to a post; thence South 35 degrees West, 107 feet to a post on line of the Township Road and the place of beginning. Being Lot No. 170 and part of Lot No. 171 in the general plan of the Village of West Houtzdale.

EXCEPTING AND RESERVING a portion of this parcel as described in Deed Book 350, at page 600.

EXCEPTING AND RESERVING all previous exceptions and reservations which are set forth in prior deeds.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

Being Parcel No. 130-M14-397-34

Being Known As: 984 Hannah Street Houtzdale, PA 16651.

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

Beneficial Consumer Discount Company,

Vs.

NO.: 2004-01397-CD

Terry E. Finberg, a/k/a Terry Finberg

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, , Plaintiff(s) from TERRY E. FINBERG, a/k/a Terry Finberg, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Sheet
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$61,840.09

INTEREST: 10.16 per day from 11-2-04 to sale date

PROTH. COSTS: \$

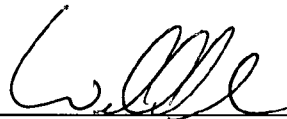
ATTY'S COMM: \$

DATE: 11/03/2004

PAID: \$105.00

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.  
First Union Building  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109

\_\_\_\_\_  
Sheriff

## LEGAL DESCRIPTION

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, and at an alley, and running in a Northerly direction 87 feet to a post; thence in a westerly direction 64 feet to a post; thence in a Southerly direction 97 feet to a post on the North side of said Township Road; thence in an Easterly direction 62 feet to a post, the place of beginning. Being part of a larger tract or piece of ground known as Lot No. 87 in the Western extension of the Borough of Houtzdale.

THE SECOND THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, at the Southeast corner of lot now or formerly of John Gaffney, and thence running along the line of said Road, South 40 ½ degrees East, 215 feet to a post; thence running South 78 ½ East, 100 feet to a post; thence running 11 ½ degrees West, 10 feet to a post on line of Old Penn Tramway; thence running in a Westerly direction along the line of said Tramway 218 feet to a post; thence running North 36 ½ degrees East, 18 feet to a post; thence South 35 degrees West, 107 feet to a post on line of the Township Road and the place of beginning. Being Lot No. 170 and part of Lot No. 171 in the general plan of the Village of West Houtzdale.

EXCEPTING AND RESERVING a portion of this parcel as described in Deed Book 350, at page 600.

EXCEPTING AND RESERVING all previous exceptions and reservations which are set forth in prior deeds.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

Being Parcel No. 130-M14-397-34

Being Known As: 984 Hannah Street Houtzdale, PA 16651.

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


Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

AFFIDAVIT OF SERVICE

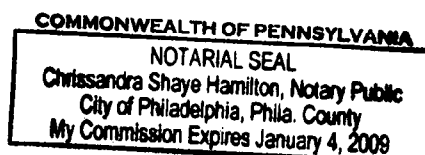
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff  
in the within matter, hereby certify that on the 2<sup>nd</sup> day of  
February, 2005, a true and correct copy of the Notice of  
Sheriff's Sale of Real Property was served on all pertinent  
lienholder(s) as set forth in the Affidavit Pursuant 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 2<sup>nd</sup> DAY  
OF February, 2005.

  
NOTARY PUBLIC



**FILED** *no cc*  
*m/12:40 PM*  
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 Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-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 984 Hannah Street Houtzdale, PA 16651, 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
Terry E. Finberg, a/k/a Terry Finberg	201 East Doris Avenue State College, PA 16801

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

Name	Address
Terry E. Finberg, a/k/a Terry Finberg	201 East Doris Avenue State College, PA 16801

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.	

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

**Exhibit A**

Name

Address

Plaintiff herein.

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)

984 Hannah Street  
Houtzdale, PA 16651

Domestic Relations

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

Commonwealth of Pennsylvania,

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

Tax Claim Bureau

230 E. Market Street  
Suite 121  
Clearfield, PA 16830

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

## Exhibit A

United States of America

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

United States of America  
c/o U.S. Attorney for the  
Eastern District of PA

615 Chestnut Street  
Philadelphia, PA 19106

United States of America  
c/o U.S. Attorney for the  
Middle District of PA

235 North Washington St.  
Scranton, PA 18503  
or  
Federal Building  
228 Walnut Street  
P.O. Box 11754  
Harrisburg, PA 17108

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

U.S. Post Office  
and Courthouse  
700 Grant Street  
Suite 400  
Pittsburgh, PA 15219

Commonwealth of Pennsylvania

Inheritance Tax Office  
1400 Spring Garden  
Street  
Philadelphia, PA 19130

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division

6th Floor, Strawberry Sq  
Department #280601  
Harrisburg, PA 17128


Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

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

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 2, 2005

DATE

  
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, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

Exhibit B

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

DATE: February 2, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Terry E. Finberg, a/k/a Terry Finberg

PROPERTY: 984 Hannah Street Houtzdale, PA 16651

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  
☐ Registered  
☐ COD  
☐ 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	Address Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SE Fee	RD Fee	RR Fee
1	Bene v. Finberg	Terry E. Finberg a/k/a Terry Finberg 201 East Doris Avenue State College, PA 16801											
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

Total Number of Pieces Listed by Sender: 1

Total Number of Pieces Received at Post Office: 1

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum liability payable for the reimbursement of insurable contents under Express Mail document reimbursement insurance is \$500 per piece subject to additional limitations for multiple pieces sent in a single container. The maximum liability payable is \$12,000 for registered mail. See Domestic Mail Manual (DMM) 3000, 3013, and 3021 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

1693 U.S. POSTAGE PB 2232577  
7076 \$00.900 FFR 02 05  
6393 19109

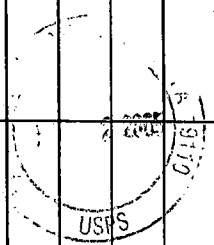


Exhibit B

Complete by Typewriter, Ink, or Ball Point Pen

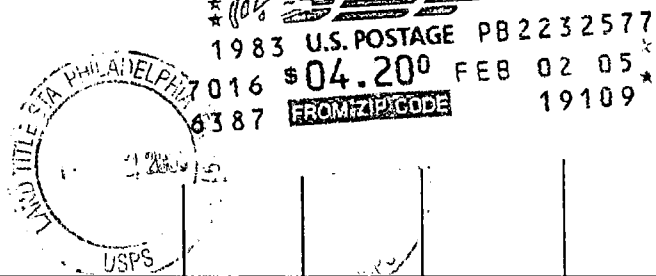
Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
**ATTN: Samantha Young**

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

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bene v. Finberg	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of PA 961 Weigel Drive Elmhurst, IL 60126 Attn: Al Spears											
2		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of PA 636 Grand Regency Blvd. Brandon, FL 33510 Attn: Rebecca Gast											
3		Tenant(s) 984 Hannah Street Houtzdale, PA 16651											
4		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
5		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
6		Tax Claim Bureau 230 E. Market Street Suite 121 Clearfield, PA 16830											
7		United States of America Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue Thirteenth Floor Suite 1300 Pittsburgh, PA 15222											
8		United States of America c/o U.S. Attorney for the Eastern District of PA 615 Chestnut Street Philadelphia, PA 19106											

**Exhibit B**



# Exhibit B

9		United States of America c/o U.S. Attorney for the Middle District of PA 235 North Washington St. Scranton, PA 18503																		
10		United States of America c/o U.S. Attorney for the Middle District of PA Federal Building 228 Walnut Street P.O. Box 11754 Harrisburg, PA 17108																		
11		United States of America c/o U.S. Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219																		
12		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130																		
13		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Sq. Department #280601 Harrisburg, PA 17128																		
14		Department of Public Welfare TPL Casualty Unit Estate Recovery Program P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105-8486																		
15																				
Total Number of Pieces Listed by Sender 14		Total Number of Pieces Received at Post Office 14	Postmaster, Per (Name of receiving employee)																	

PS Form 3877, January, 2005

Complete by Typewriter, Ink, or Ball Point Pen

The full description 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 insured items is \$500, but optional Express Mail Service insurance is available for up to \$5,000 to cover loss or damage to insured items. The maximum indemnity payable is \$25,000 for registered mail, per piece. The maximum indemnity payable is \$500 for registered mail, per piece. International Mail Insurance coverage is available for insurance of contents in international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

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 Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

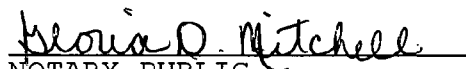
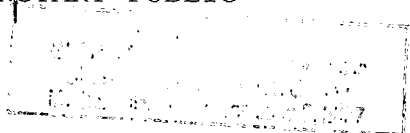
SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 8<sup>TH</sup> 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 8<sup>TH</sup> DAY  
OF February, 2005.

  
NOTARY PUBLIC  


**FILED**  
64 M 2:04 PM OCT 10 2005  
FEB 11 2005

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

SUPPLEMENTAL 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 984 Hannah Street Houtzdale, PA 16651, 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
Terry E. Finberg, a/k/a Terry Finberg	201 East Doris Avenue State College, PA 16801

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

Name	Address
Terry E. Finberg, a/k/a Terry Finberg	201 East Doris Avenue State College, PA 16801

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.

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

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)

984 Hannah Street  
Houtzdale, PA 16651

Domestic Relations

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

Commonwealth of Pennsylvania

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

Tax Claim Bureau

230 E. Market Street  
Suite 121  
Clearfield, PA 16830

James Vaux

984 Hannah Street  
Houtzdale, PA 16651


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

United States of America	Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue Thirteenth Floor Suite 1300 Pittsburgh, PA 15222
<b>Exhibit A</b>	
United States of America c/o U.S. Attorney for the Eastern District of PA	615 Chestnut Street Philadelphia, PA 19106
United States of America c/o U.S. Attorney for the Middle District of PA	235 North Washington St. Scranton, PA 18503 or Federal Building 228 Walnut Street P.O. Box 11754 Harrisburg, PA 17108
United States of America c/o U.S. Attorney for the Western District of PA	U.S. Post Office and Courthouse 700 Grant Street Suite 400 Pittsburgh, PA 15219
Commonwealth of Pennsylvania	Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Sq Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105-8486

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

February 8, 2005

DATE

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff



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

Attorney for Plaintiff

**Exhibit B**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of Pennsylvania vs. Terry E. Finberg, a/k/a Terry Finberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1397-CD
--	--

DATE: February 8, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Terry E. Finberg, a/k/a Terry Finberg

PROPERTY: 984 Hannah Street Houtzdale, PA 16651

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  
☐ Registered  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ 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	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. Finberg	James Vaux 984 Hannah Street Houtzdale, PA 16651											
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

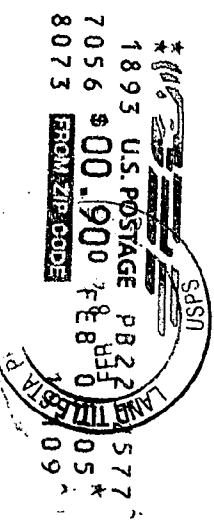
Total Number of Pieces Listed by Sender  
 1

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the transportation of insurable documents under special mail is \$500 per piece, subject to additional limitations for multiple pieces sent in the same piece list or document. The maximum indemnity payable for the transportation of insurable documents under special mail is \$500 per piece, subject to additional limitations for multiple pieces sent in the same piece list or document. The maximum indemnity payable for the transportation of insurable documents under special mail is \$500 per piece, subject to additional limitations for multiple pieces sent in the same piece list or document. The maximum indemnity payable for the transportation of insurable documents under special mail is \$500 per piece, subject to additional limitations for multiple pieces sent in the same piece list or document.

Complete by Typewriter, Ink, or Ball Point Pen



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20043

NO: 04-1397-CD

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

vs.

DEFENDANT: TERRY E. FINBERG, A/K/A TERRY FINBERG

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 11/04/2004

LEVY TAKEN 01/25/2005 @ 11:22 AM

POSTED 01/25/2005 @ 11:22 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/26/2005

DATE DEED FILED **NOT SOLD**

**DETAILS**

02/01/2005 @ 2:17 PM SERVED TERRY E. FINBERG A/K/A TERRY FINBERG

CENTRE COUNTY SERVED TERRY E. FINBERG A/K/A TERRY FINBERG, DEFENDANT AT THE CENTRE COUNTY COURTHOUSE, ROOM 101, BELLEFONTE, PENNSYLVANIA BY HANDING TO TERRY E. FINBERG

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

@ SERVED

NOW, MARCH 21, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE AND RETURN THE WRIT TO THE PROTHONOTARY.

*cf* **FILED**  
0135581  
MAY 26 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20043

NO: 04-1397-CD

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

vs.

DEFENDANT: TERRY E. FINBERG, A/K/A TERRY FINBERG

Execution REAL ESTATE

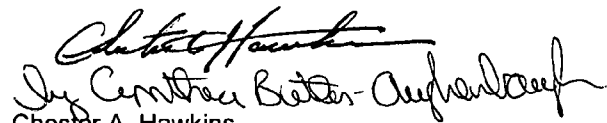
SHERIFF RETURN

---

SHERIFF HAWKINS \$178.02

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Beneficial Consumer Discount Company,

Vs.

NO.: 2004-01397-CD

Terry E. Finberg, a/k/a Terry Finberg

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, , Plaintiff(s) from TERRY E. FINBERG, a/k/a Terry Finberg, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Sheet
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$61,840.09

INTEREST: 10.16 per day from 11-2-04 to sale date

PROTH. COSTS: \$

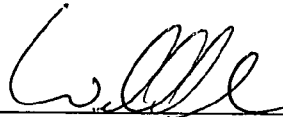
ATTY'S COMM: \$

DATE: 11/03/2004

PAID: \$105.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 4th day  
of November A.D. 2004  
At 9:00 A.M.

Requesting Party: Terrence J. McCabe, Esq.

First Union Building

123 S. Broad St., Suite 2080

Philadelphia, PA 19109

Charles A. Hunsicker  
Sheriff By Cynthia Butler-Alexander

## LEGAL DESCRIPTION

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, and at an alley, and running in a Northerly direction 87 feet to a post; thence in a westerly direction 64 feet to a post; thence in a Southerly direction 97 feet to a post on the North side of said Township Road; thence in an Easterly direction 62 feet to a post, the place of beginning. Being part of a larger tract or piece of ground known as Lot No. 87 in the Western extension of the Borough of Houtzdale.

THE SECOND THEREOF: BEGINNING at a post on the North side of the Township Road leading from Houtzdale to Madera, at the Southeast corner of lot now or formerly of John Gaffney, and thence running along the line of said Road, South 40 ½ degrees East, 215 feet to a post; thence running South 78 ½ East, 100 feet to a post; thence running 11 ½ degrees West, 10 feet to a post on line of Old Penn Tramway; thence running in a Westerly direction along the line of said Tramway 218 feet to a post; thence running North 36 ½ degrees East, 18 feet to a post; thence South 35 degrees West, 107 feet to a post on line of the Township Road and the place of beginning. Being Lot No. 170 and part of Lot No. 171 in the general plan of the Village of West Houtzdale.

EXCEPTING AND RESERVING a portion of this parcel as described in Deed Book 350, at page 600.

EXCEPTING AND RESERVING all previous exceptions and reservations which are set forth in prior deeds.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

Being Parcel No. 130-M14-397-34

Being Known As: 984 Hannah Street Houtzdale, PA 16651.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME TERRY E. FINBERG A/K/A TERRY FINBERG

NO. 04-1397-CD

NOW, May 26, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of Terry E. Finberg, A/K/A Terry Finberg to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	14.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$178.02</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	61,840.09
INTEREST @ 10.1600	1,524.00
FROM 11/02/2004 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	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$63,384.09</b>
<b>COSTS:</b>	
ADVERTISING	283.48
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	178.02
LEGAL JOURNAL COSTS	241.00
PROTHONOTARY	105.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$807.50</b>

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

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS  
SHERIFF

# 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) 765-1533  
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 20043

TERM & NO. 04-1397-CD

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

VS.

TERRY E. FINBERG, A/K/A TERRY FINBERG

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** TERRY E. FINBERG A/K/A TERRY FINBERG

**ADDRESS:** 201 EAST DORIS AVENUE  
STATE COLLEGE, PA 16801

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 CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Friday, January 21, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

pg 2986 AA  
pg 2987 AA



# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b>				<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.					
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>									
1. Plaintiff(s) <u>Beneficial Consumer Discount Co.</u>				2. Case Number <u>04-1397-CD</u>					
3. Defendant(s) <u>Terry E. Finberg</u>				4. Type of Writ or Complaint: <u>Notice, Exec, Levy</u>					
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Terry E. Finberg</u>									
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>201 E. Dorris Ave State College PA.</u>									
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other									
Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
<b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> - 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, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.									
9. Print/Type Name and Address of Attorney/Originator				10. Telephone Number		11. Date			
				12. Signature					
<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed		15. Expiration/Hearing Date			
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <u>Terry E. Finberg</u> on the <u>1st</u> day of <u>February</u> , 20 <u>05</u> , at <u>2:17</u> o'clock, <u>P</u> m., at <u>Room 101 Courthouse, Bellefonte</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>10.00</u>	<u>2.50</u>	<u>None</u>	<u>.50</u>	<u>1.00</u>	<u>22.00</u>	<u>53.00</u>
17. AFFIRMED and subscribed to before me this <u>10</u> day of <u>Feb.</u> 20 <u>05</u> <u>Corinne Peters</u> Notary Seal Corinne Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Sept. 5, 2005				18. Signature of Dep. Sheriff <u>John P. Milner</u>				19. Date <u>2-1-05</u>	
				21. Signature of Sheriff				22. Date	
				<b>SHERIFF OF CENTRE COUNTY</b>					
				Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.								25. Date Received	

**facsimile  
TRANSMITTAL**

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**to:** Cindy/Clearfield County Sheriff's Office  
**fax #:** 814-765-5915  
**re:** Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of  
Pennsylvania  
vs.  
Terry E. Finberg a/k/a Terry Finberg  
Clearfield County; CCP; Number 04-1397-CD  
Premises: 984 Hannah Street Houtzdale, PA 16651  
Date of Sheriff's Sale: April 1, 2005  
**date** March 21, 2005  
**pages:** 2

Please see the attached letter requesting that you stay the Sheriff's Sale scheduled in the above-captioned matter.

From the desk of...

**NOVLETT A. SMITH**  
LEGAL ASSISTANT  
McCABE, WEISBERG & CONWAY, P.C.  
123 S. BROAD STREET, SUITE 2080  
PHILADELPHIA, PA 19109

215-790-1010  
Fax: 215-790-1274

TERRENCE J. McCABE

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

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

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

SUITE 503  
53 WEST 36<sup>th</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

March 21, 2005

Sheriff's Office  
Clearfield County  
1 North Second Street  
Clearfield, PA 16830  
Attn: Cindy

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company Of  
Pennsylvania  
vs.  
Terry E. Finberg a/k/a Terry Finberg  
Clearfield County; CCP; Number 04-1397-CD  
Premises: 984 Hannah Street Houtzdale, PA 16651  
Date of Sheriff's Sale: April 1, 2005

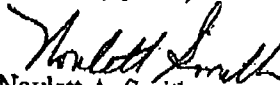
Dear Cindy:

As you know, the above-captioned property is currently listed for the **APRIL 1, 2005** Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Please be advised that my client, Beneficial on, has received no monies; the Sheriff's Sale is being stayed as a result of Beneficial's deficient equity position.

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

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

Very truly yours,

  
Novlett A. Smith

Legal Assistant

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

SIGNATURE

DATE