

04-1652-CD

BENEFICIAL CONSUMER DISCOUNT CO. ETAL. vs. SCOTT L. GROVE,
etal.

Beneficial Cons et al vs Scott Grove et al
2004-1652-CD

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

P.O. Box 8621

Elmhurst, IL 60126

v.

Scott L. Grove

33 Homestead Drive

Northern Cambria, PA 15714

and

Mary L. Grove

33 Homestead Drive

Northern Cambria, PA 15714

Clearfield County

Court of Common Pleas

FILED

m 1:46 PM pd 85-00

OCT 21 2004

William A. Shaw
Prothonotary

Number

04-1652-40

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 Meholick
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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McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

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33 Homestead Drive
Northern Cambria, PA 15714
and
Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

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 Scott L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

3. The Defendant is Mary L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

4. On 11/13/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200322280.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 4648 McCartney Road, Irvona, PA 16656.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/13/2004 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.

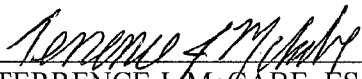
7. The following amounts are due on the mortgage:

Principal Balance	\$ 84,951.86
Interest through 10/15/2004 (Plus \$ 18.50 per diem thereafter)	\$ 2,970.28
Attorney's Fee	\$ 4,247.59
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$ 92,719.73

8. 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.

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$92,719.73, together with interest at the rate of \$18.50 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, Bernie Miller, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.B.C. db/a Beneficial Mortgage Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



Bernie Miller

711723

MORTGAGE

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

THIS MORTGAGE is made this day 13TH of NOVEMBER 2003, between the Mortgagor, SCOTT L. GROVE AND MARY L. GROVE, 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, DUBOTS, 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 \$ 86,080.33, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated NOVEMBER 13, 2003 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 NOVEMBER 13, 2028;

☐ **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 \$ _____;

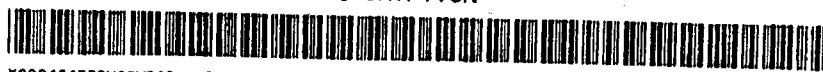
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith 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 JORDON IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: CONTROL# 120027636. BEING MORE FULLY DESCRIBED IN A DEED DATED 04/22/1996 AND RECORDED 05/01/1996, AMONG THE LAND RECORDS

10-20-03 MTC

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012E1



*G83431572H93MTG7D00PA0012E1F**GROVE

* FILE COPY

Exhibit A

EXHIBIT A (PAGE 1)

OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1754
AND PAGE 391. TAX MAP OR PARCEL ID NO.: H14-000-00040



*G83431572H93MTG7000PAD012E00**GROVE

* 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.



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.



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



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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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.

Scott L. Grove
SCOTT L. GROVE -Borrower
Mary L. Grove
MARY L. GROVE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 90 BEAVER DRIVE
DUBOIS, PA 15801

On behalf of the Lender. By: SHARON MARNATTI Title: AE

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that SCOTT L. GROVE AND MARY L. GROVE personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of NOVEMBER, 2003.

My Commission expires: 3/28/05

Jill L. Pritt
Notary Public

COMMONWEALTH OF PENNSYLVANIA, _____ County ss:

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

Given under my hand and official seal, this _____ day of _____, 20____.

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jill L. Pritt, Notary Public
Fox Twp., Elk County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

Notary Public
This instrument was prepared by:

JILL NEWCMAP
(Name)
90 BEAVER DRIVE, DUBOIS, PA 15801
(Address) PA0012E7



*G83431572H93MTG7000PA0012E7F**GROVE

* FILE COPY

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



083431572H93MTG7000PA0012E8**GROVE

* FILE COPY

Premises: 4648 McCartney Road, Irvona, PA 16656
Irvona, Clearfield County, Pennsylvania

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

CONTAINING 0.5417 Acres. Said Lot fronting One Hundred fifty (150) feet on Route No. 17024 and extending in depth in parallel lines One Hundred eighty-two (182) feet.

Tax Parcel No. 120-H14-40.

Being Parcel No. 120-H14-40

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

VS.

GROVE, SCOTT L. & MARY L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16494

04-1652-CD

SHERIFF RETURNS

NOW OCTOBER 21, 2004, ROBERT FYOCK, SHERIFF OF INDIANA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT L. GROVE and MARY L. GROVE, DEFENDANTS.

NOW OCTOBER 28, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT GROVE, DEFENDANT BY DEPUTIZING THE SHERIFF OF INDIANA COUNTY. THE RETURN OF SHERIFF FYOCK IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW OCTOBER 28, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY GROVE, DEFENDANT BY DEPUTIZING THE SHERIFF OF INDIANA COUNTY. THE RETURN OF SHERIFF FYOCK IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SCOTT GROVE, HUSBAND.

NOW NOVEMBER 29, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SCOTT L. GROVE and MARY L. GROVE and OCCUPANTS. THE PROPERTY AT 4648 McCARTNEY ROAD, IRVONA, PA. IS EMPTY.

Return Costs

Cost	Description
66.25	SHERIFF HAWKINS PAID BY: ATTY CK#49929
40.00	SURCHARGE PAID BY: ATTY Ck# 49931
76.00	INDIANA CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

30th Day Of Nov. 2004

William A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins

Chester A. Hawkins

Sheriff

FILED *EBK*

01/9:30/04
NOV 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

INDIANA COUNTY SHERIFF'S OFFICE

11494

SHERIFF BENEFICIAL CD
VS
DEFENDANT GROVE SCOTT L ETAL

date received: 10/21/04 **status:** C
case number: 041652CD
paper type: COMPLAINT

ATTORNEY'S NAME: CLEARFIELD CTY SHF

LAST DAY OF SERVICE: 11/21/04

ATTORNEY'S ADDRESS:

of services: 2

ADVANCE CHARGED: \$76.00

RECEIVING DOCKETING: \$9.00

SURCHARGE: \$0.00

FOUND SERVICE: \$9.00

NOTARY FEE: \$6.00

NOT FOUND: \$0.00

MILEAGE: \$46.00

ADDITIONAL DEFENDANTS SERVED: \$6.00

POSTAGE: \$0.00

DEPUTIZATION: \$0.00

TOTAL COSTS: \$76.00

REFUND DUE: \$0.00

RETURN OF SERVICE:

NOW 10/28/04 AT 8:58AM PERSONAL SERVICE TO SCOTT GROVE

AT INDIANA COUNTY SHERIFF'S OFFICE INDIANA PA-CIANCIO

NOW 10/28/04 AT 8:58AM SERVED MARY GROVE BY HANDING

TO SCOTT GROVE, HUSBAND AND AUTHORIZED AGENT, AT

INDIANA COUNTY SHERIFF'S OFFICE INDIANA PA-CIANCIO

SWORN AND SUBSCRIBED BEFORE ME

THIS 28 DAY OF OCT 2004

Loretta J. Wissinger

NOTARIAL SEAL
LOHETTA J. WISSINGER, NOTARY PUBLIC
INDIANA INDIANA CO
MY COMMISSION EXPIRES MARCH 6, 2006

Robert E. Fyock

ROBERT E. FYOCK, SHERIFF

BY:
DEPUTY

Robert Ciancio Jr
ROBERT CIANCIO JR



INDIANA COUNTY SHERIFF

825 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701-3934
(724) 465-3930
FAX: (724) 465-3937

Robert E. Fyock
Sheriff

Terry L. Sabo
Chief Deputy Sheriff

Plaintiff:

Docket:

VS

Page:

Defendant:

Acceptance of Service

I accept service of the MORTGAGE FORECLOSURE
(on behalf of MARY L. GROVE (WIFE) and
certify that I am authorized to do so).

10-28-04
Date

Scott J. Sroule
(Defendant or Authorized Agent)

148 ALPINE LANE
(Mailing Address)

P.O. BOX 17 BELSAUD PA.
15922

PA Rules of Civil Procedure Rule 402 (b)



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 16494

BENEFICIAL CONSUMER DISCOUNT

TERM & NO. 04-1652-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

SCOTT L. & MARY L. GROVE

SERVE BY: 11/20/2004

MAKE REFUND PAYABLE TO:


McCABE, WEISBERG & CONWAY, P.C.

SERVE: SCOTT L. GROVE and MARY L. GROVE

ADDRESS: 33 HOMESTEAD DRIVE, NORTHERN CAMBRIA, PA. 15714

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
INDIANA COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 21st Day of
OCTOBER 2004

Respectfully,

2004 OCT 25 P 1:09

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY
INDIANA COUNTY SHERIFF

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

Attorney for Plaintiff

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

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

Clearfield County
Court of Common Pleas

OCT 21 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

v.
Scott L. Grove
33 Homestead Drive
Northern Cambria, PA 15714
and
Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

Number

04-1652-01

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

Scott L. Grove
33 Homestead Drive
Northern Cambria, PA 15714
and
Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

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 Scott L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

3. The Defendant is Mary L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

4. On 11/13/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200322280.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 4648 McCartney Road, Irvona, PA 16656.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/13/2004 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.

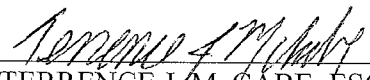
7. The following amounts are due on the mortgage:

Principal Balance	\$ 84,951.86
Interest through 10/15/2004 (Plus \$ 18.50 per diem thereafter)	\$ 2,970.28
Attorney's Fee	\$ 4,247.59
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$ 92,719.73

8. 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.

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$92,719.73, together with interest at the rate of \$18.50 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, Bernie Miller, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.N.C. d/b/a Beneficial Mortgage Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



Bernie Miller

711723

MORTGAGE

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

THIS MORTGAGE is made this day 13TH of NOVEMBER 2003, between the Mortgagor, SCOTT L. GROVE AND MARY L. GROVE, 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 \$ 86,080.33 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated NOVEMBER 13, 2003 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 NOVEMBER 13, 2028;

☐ 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 \$ _____;

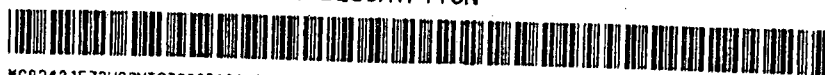
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith 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 JORDON IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: CONTROL# 120027636. BEING MORE FULLY DESCRIBED IN A DEED DATED 04/22/1996 AND RECORDED 05/01/1996, AMONG THE LAND RECORDS

10-20-03 MTE

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012E1



*G83431572H93MTG7000PA0012E1F**GROVE

* FILE COPY

Exhibit A

EXHIBIT A (PAGE 1)

OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1754
AND PAGE 391. TAX MAP OR PARCEL ID NO.: H14-000-00040



*G83431572H93MTG7000PA0012E00**GROVE

* 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

10-20-03 MTG

PA0012E2



*683431572H93MTG7000PA0012E2F**GROVE

* FILE COPY

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

13. **Governing Law; Severability.** The 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.



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.

(THIS SPACE INTENTIONALLY LEFT BLANK)



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.

Scott L. Grove
SCOTT L. GROVE -Borrower
Mary L. Grove
MARY L. GROVE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 90 BEAVER DRIVE
DUBOIS, PA 15801

On behalf of the Lender. By: SHARON MARNATTI Title: AE
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that SCOTT L. GROVE AND MARY L. GROVE personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 13 day of NOVEMBER, 2003.

My Commission expires: 3/28/05

Jill L. Pritt
Notary Public

COMMONWEALTH OF PENNSYLVANIA, _____ County ss:

I, _____ a Notary Public in and for said county and state, do hereby certify that _____ personally known to me or proven satisfactorily to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as _____ free voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 20____.

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jill L. Pritt, Notary Public
Fox Twp., Elk County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

Notary Public
This instrument was prepared by:

JILL NEWCMAP
(Name)
90 BEAVER DRIVE, DUBOIS, PA 15801
(Address) PA0012E7



*G83431572H93MTG7000PA0012E7F**GROVE

* FILE COPY

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012EB



*063431572H93MTG7000PA0012E8F**GROVE

* FILE COPY

Premises: 4648 McCartney Road, Irvona, PA 16656
Irvona, Clearfield County, Pennsylvania

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

CONTAINING 0.5417 Acres. Said Lot fronting One Hundred fifty (150) feet on Route No. 17024 and extending in depth in parallel lines One Hundred eighty-two (182) feet.

Tax Parcel No. 120-H14-40.

Being Parcel No. 120-H14-40

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

Attorney for Plaintiff

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

v.
Scott L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

and
Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

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

Clearfield County
Court of Common Pleas

- OCT 21 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number 64-1652-4

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

Scott L. Grove
33 Homestead Drive
Northern Cambria, PA 15714
and
Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

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 Scott L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

3. The Defendant is Mary L. Grove, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 33 Homestead Drive, Northern Cambria, PA 15714.

4. On 11/13/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200322280.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 4648 McCartney Road, Irvona, PA 16656.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/13/2004 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.

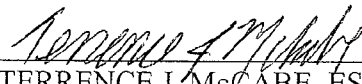
7. The following amounts are due on the mortgage:

Principal Balance	\$ 84,951.86
Interest through 10/15/2004 (Plus \$ 18.50 per diem thereafter)	\$ 2,970.28
Attorney's Fee	\$ 4,247.59
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 92,719.73

8. 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.

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$92,719.73, together with interest at the rate of \$18.50 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, Bernie Miller, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.N.C. d/b/a Beneficial Mortgage Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



Bernie Miller

711723

MORTGAGE

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

THIS MORTGAGE is made this day 13TH of NOVEMBER 2003, between the Mortgagor, SCOTT L. GROVE AND MARY L. GROVE, 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, address is 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801, whose (herein "Lender").

☒ The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 86,080.33, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated NOVEMBER 13, 2003 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 NOVEMBER 13, 2028;

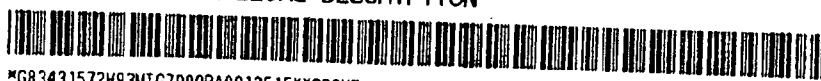
☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the 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 JORDON IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: CONTROL# 120027636. BEING MORE FULLY DESCRIBED IN A DEED DATED 04/22/1996 AND RECORDED 05/01/1996, AMONG THE LAND RECORDS

10-20-03 MTG
CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012E1



*G83431572H93MTG7000PA0012E1F**GROVE

* FILE COPY

Exhibit A

EXHIBIT A (PAGE 1)

OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1754
AND PAGE 391. TAX MAP OR PARCEL ID NO.: H14-000-00040



*G83431572H93MTG7000PA0012E00**GROVE

* ORIGINAL

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law 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.



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.



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.

(THIS SPACE INTENTIONALLY LEFT BLANK)



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.

Scott L. Grove
SCOTT L. GROVE -Borrower
Mary L. Grove
MARY L. GROVE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 90 BEAVER DRIVE
DUBOIS, PA 15801

On behalf of the Lender. By: SHARON MARNATTI Title: AE
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that SCOTT L. GROVE AND MARY L. GROVE personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 13 day of NOVEMBER, 2003.

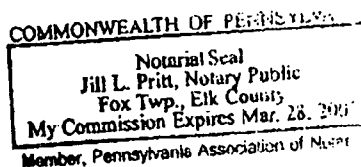
My Commission expires: 3/28/05

Jill L. Pritt
Notary Public

COMMONWEALTH OF PENNSYLVANIA, _____ County ss:

I, _____ a Notary Public in and for said county and state, do hereby certify that _____ personally known to me or proven satisfactorily to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that _____ he signed and delivered the said instrument as _____ free voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 20____.

My Commission expires:



Notary Public
This instrument was prepared by:

JILL NEWCMAP
(Name)
90 BEAVER DRIVE, DUBOIS, PA 15801
(Address) PA0012E7



(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



063431572H93MTG7000PA0012E8F**GROVE

* FILE COPY

Premises: 4648 McCartney Road, Irvona, PA 16656
Irvona, Clearfield County, Pennsylvania

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

CONTAINING 0.5417 Acres. Said Lot fronting One Hundred fifty (150) feet on Route No. 17024 and extending in depth in parallel lines One Hundred eighty-two (182) feet.

Tax Parcel No. 120-H14-40.

Being Parcel No. 120-H14-40

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

FILED
JAN 04 2005
ICC &
Notice to
Def.
Statement
to Amy
Any pd
20.00

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania vs. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD William A. Shaw Prothonotary/Clerk of Courts
---	---

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	\$92,719.73
Interest from 10/16/04 to 12/13/04	\$ 1,073.00
TOTAL	\$93,792.73

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

AND NOW, this 4th day of January, 200⁵,

Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), Scott L. Grove and Mary L. Grove and damages are assessed in the amount of \$93,792.73, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

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.

Scott L. Grove and
Mary L. Grove

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-1652 CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

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

Scott L. Grove

33 Homestead Drive
Northern Cambria, PA 15714

Mary L. Grove

33 Homestead Drive
Northern Cambria, PA 15714

SWORN TO AND SUBSCRIBED

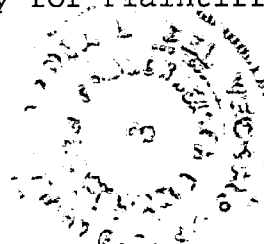
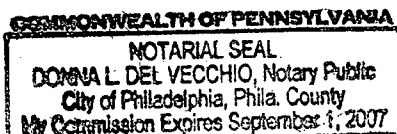
BEFORE ME THIS 13th DAY

OF December, 2004.

Notary Public

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

Donna L. Del Vecchio



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

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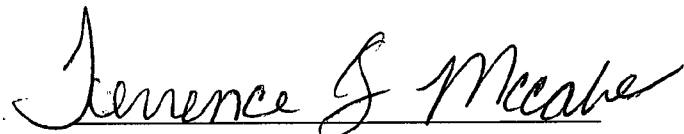
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania vs. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD
--	--

CERTIFICATION

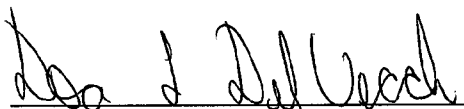
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 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 13th DAY

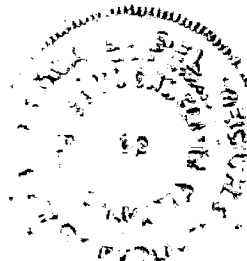
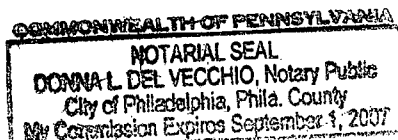
OF December, 2004.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



Notary Public



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

**William A. Shaw
Prothonotary**

November 30, 2004

To: Scott L. Grove
4648 McCartney Road
Irvona, PA 16656

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

Clearfield County
Court of Common Pleas

vs.

Scott L. Grove
and
Mary L. Grove

Number 04-1652-CD

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

NOTIFICACION IMPORTANTE

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

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

TJM/rda

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COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw
Prothonotary**

November 30, 2004

To: Mary L. Grove
4648 McCartney Road
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Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania

Clearfield County
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vs.

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

TJM/rda

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**Terrence J. McCabe, Esquire
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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 INFORMACIÓN ACERCA DE EMPLEAR A UN ABOGADO.

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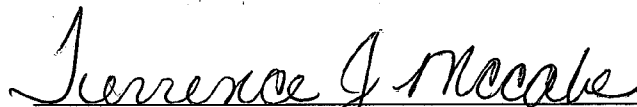
Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

**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

FILED

JAN 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Scott L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania vs. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD
--	--

NOTICE

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

1/4/05
William A. Shaw
Prothonotary

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

If you have any questions concerning this Judgment, please call

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

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Mary L. Grove
33 Homestead Drive
Northern Cambria, PA 15714

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania vs. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD
--	--

NOTICE

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

William A. Shaw
Prothonotary

1/4/05

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

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

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

COPY

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

No.: 2004-01652-CD

Real Debt: \$93,792.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Scott L. Grove
Mary L. Grove
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 4, 2005

Expires: January 4, 2010

Certified from the record this 4th day of January, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Praeipie for Writ of Execution-MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-1652 CD

NO.

TERM

Scott L. Grove and
Mary L. Grove

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Scott L. Grove and Mary L. Grove
_____ Of defendant(s) and

3. Against the following property in the hands of (name) _____
Scott L. Grove and Mary L. Grove

4. And index this writ;

(a) against Scott L. Grove and Mary L. Grove

Defendant(s) and

(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name

(Specifically described property)

(If space insufficient, attach extra sheets)

FILED

10096 writs
m/11:14/05 w/prop.
66 JAN 04 2005 descr. to Shff

William A. Shaw Atty pd.
Prothonotary/Clerk of Courts 20.00

5. Amount Due \$ 93,792.73

Interest from 12/14/04 to 6/10/05 \$ 2,742.98

Costs (to be added) \$ 125.00 Prothonotary costs

Terrence J. McCabe

TERRENCE J. MCCABE, ESQUIRE

Prothy. N. 63

Attorney for Plaintiff(s)

04-1652 CD
NO. TERM

NO. TERM

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

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

VS.

Scott L. Grove and Mary L.
Grove

FILED
Praecipe for Writ of
Execution

JAN 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

Terrence J. McCabe
Attorney for Plaintiff(s)

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 93,792.73
INTEREST FROM 2,742.98
12/14/04 to 6/10/05

PROTHONOTARY 185.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

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. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 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 4648 McCartney Road Irvona, PA 16656, 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
Scott L. Grove	33 Homestead Drive Northern Cambria, PA 15714
Mary L. Grove	33 Homestead Drive Northern Cambria, PA 15714

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

Name	Address
Scott L. Grove	33 Homestead Drive Northern Cambria, PA 15714
Mary L. Grove	33 Homestead Drive Northern Cambria, PA 15714

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

Plaintiff herein.

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

Name	Address
------	---------

None

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

Name	Address
------	---------

Tenant(s)	4648 McCartney Road Irvona, PA 16656
-----------	---

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.
-------------------------------	---

Brink Transportation, Inc.	RR 1 Box 316-H Houtzdale, PA 16651
----------------------------	---------------------------------------


Samuel D. Brink c/o
Brink Transportation, Inc.

RR 1 Box 316
Houtzdale, PA 16651

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.

December 13, 2004

DATE


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

CONTAINING 0.5417 Acres. Said Lot fronting One Hundred fifty (150) feet on Route No. 17024 and extending in depth in parallel lines One Hundred eighty-two (182) feet.

Tax Parcel No. 120-H14-40.

Being Known As: 4648 McCartney Road Irvona, PA 16656.

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

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

Vs.

NO.: 2004-01652-CD

Scott L. Grove and
Mary L. Grove

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from SCOTT L. GROVE and MARY L. GROVE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$93,792.73
INTEREST from 12/14/04 to 6/10/05: \$2,742.98
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/04/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

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Tax Parcel No. 120-H14-40.

Being Known As: 4648 McCartney Road Irvona, PA 16656.

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.

Scott L. Grove and
Mary L. Grove

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 04-1652 CD

AFFIDAVIT OF SERVICE

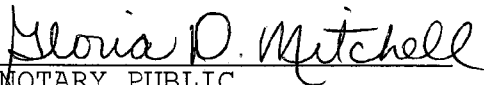
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 29th day of March, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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 29th DAY
OF March, 2005.


NOTARY PUBLIC



FILED *no cc*
m/12:4084
APR 01 2005 (62)
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. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD
--	--

AFFIDAVIT PURSUANT TO RULE 3129

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Mary L. Grove	33 Homestead Drive Northern Cambria, PA 15714

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Name	Address
Scott L. Grove	33 Homestead Drive Northern Cambria, PA 15714
Mary L. Grove	33 Homestead Drive Northern Cambria, PA 15714

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

Plaintiff herein.

~~Exhibit~~ A

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)

4648 McCartney Road
Irvona, PA 16656

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.

Brink Transportation, Inc.

RR 1 Box 316-H
Houtzdale, PA 16651

Samuel D. Brink c/o

RR 1 Box 316 .

Brink Transportation, Inc.

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:

Commonwealth of Pennsylvania

Inheritance Tax Office
1400 Spring Garden Street
Philadelphia, PA 19130

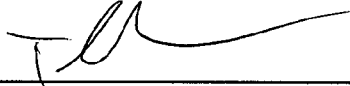
Commonwealth of Pennsylvania Bureau of Individual Tax
Inheritance Tax Division
6th Floor, Strawberry
Square
Department #280601
Harrisburg, PA 17128

Department of Public Welfare TPL Casualty Unit Estate
Recovery Program
Willow Oak Building
P.O. Box 8486
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.

March 29, 2005

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

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

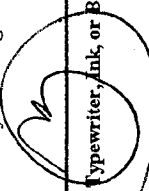
Check type of mail or service:
☐ Certified
☐ COD
☐ Registered
☐ Delivery Confirmation
☐ Return Receipt for Merchandise
☐ Express Mail
☐ Signature Confirmation
☐ Insured

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	Beneficial v. Grove	Scott L. Grove 33 Homestead Drive Northern Cambria, PA 15714											
2		Mary L. Grove 33 Homestead Drive Northern Cambria, PA 15714											
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

1753 U.S. POSTAGE PB 2232574
 7088 \$01.800
 5714 FROM ZIP CODE
 19109

Exhibit B

Total Number of Pieces Listed by Sender 2	Total Number of Pieces Received at Post Office 2	Postmaster, Per (Name of receiving employee) 
---	--	---

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

Complete by Typewriter, Ink, or Ball Point Pen

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. Scott L. Grove and Mary L. Grove	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1652 CD
--	--

DATE: March 29, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Scott L. Grove and Mary L. Grove

PROPERTY: 4648 McCartney Road Irvona, PA 16656

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on June 3, 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
☐ 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	Address: 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	Beneficial v. Grove	Tenant(s) McCartney Road Irvona, PA 16656	4648										
2		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
3		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
4		Brink Transportation, Inc. RR 1 Box 316-H Houtzdale, PA 16651											
5		Samuel D. Brink c/o Brink Transportation, Inc. RR 1 Box 316 Houtzdale, PA 16651											
6		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130											
7		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128											
8		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486											
9													
10													

EXHIBIT B

1513 U.S. POSTAGE PB 2232577
7058 \$02.400
5717
19109

Total Number of Pieces
Listed by Sender

8

Postmaster, Per (Name of receiving employee)

Complete by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail is \$500. For international registered mail, the maximum indemnity payable is \$100. For optional Express Mail Service merchandise is available for up to \$2,000 in value, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual 3000, 3913, and 3921 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 (SM) parcels.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20079

NO: 04-1652-CD

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

vs.

DEFENDANT: SCOTT L. GROVE AND MARY L. GROVE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/04/2005

LEVY TAKEN 03/14/2005 @ 10:50 AM

POSTED 03/14/2005 @ 10:50 AM

SALE HELD 09/02/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/27/2005

DATE DEED FILED 10/27/2005

PROPERTY ADDRESS 4648 MCCARTNEY ROAD IRVONA , PA 16656

SERVICES

03/29/2005 @ 2:25 PM SERVED SCOTT L. GROVE

DEPUTY NEIL STUCHELL INDIANA COUNTY SERVED SCOTT L. GROVE AT 825 PHILA ST., INDIANA, INDIANA COUNTY, PENNSYLVANIA BY HANDING TO SCOTT L. GROVE

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.

07/11/2005 @ 1:40 PM SERVED MARY L. GROVE

BLAIR COUNTY SERVED MARY L. GROVE, DEFENDANT, AT HER RESIDENCE 109 OLD RT 2205, DUNCANVILLE, PA BY HANDING TO MARY L. GROVE

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 GONTENTS THEREOF.

@ SERVED

NOW, MAY 5, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 3, 2005 TO SEPTEMBER 2, 2005.

@ SERVED

FILED
013:45/01
OCT 27 2005
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20079

NO: 04-1652-CD

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

vs.

DEFENDANT: SCOTT L. GROVE AND MARY L. GROVE

Execution REAL ESTATE

SHERIFF RETURN

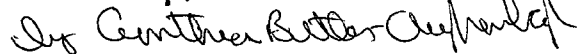
SHERIFF HAWKINS \$271.48

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

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

Vs.

NO.: 2004-01652-CD

Scott L. Grove and
Mary L. Grove

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from SCOTT L. GROVE and MARY L. GROVE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:


Garnishee(s) as follows:

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

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

AMOUNT DUE: \$93,792.73
INTEREST from 12/14/04 to 6/10/05: \$2,742.98
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/04/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of January A.D. 2005
At 2:30 A.M./P.M.

Christopher A. Hanks
Sheriff By Cynthia Butler

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

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bound and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Northern right-of-way line of Pennsylvania Legislative Route No. 17024 and said iron pin being located in the Eastern property line of land formerly owned by John Johnston; thence along the Northern right-of-way line of Route No. 17024 North seventy-nine (79) degrees thirty (30) minutes East one Hundred fifty (150) feet to an iron pin; thence along remaining lands formerly of Cameron R. Johnston and Grace M. Johnston North forty (40) degrees forty-two (42) minutes West One Hundred eighty-two (182) feet to an iron pin; thence continuing along formerly Cameron R. Johnston and Grace M. Johnston land South seventy-nine (79) degrees thirty (30) minutes West One Hundred fifty (150) feet to an iron pin, said iron pin being located in the Eastern property line of land formerly owned by John Johnston thence along line of land formerly owned by John Johnston South forty (40) degrees forty-two (42) minutes East One Hundred eighty-two (182) feet to the iron pin and place of beginning.

CONTAINING 0.5417 Acres.. Said Lot fronting One Hundred fifty (150) feet on Route No. 17024 and extending in depth in parallel lines One Hundred eighty-two (182) feet.

Tax Parcel No. 120-H14-40.

Being Known As: 4648 McCartney Road Irvona, PA 16656.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SCOTT L. GROVE

NO. 04-1652-CD

NOW, October 27, 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 September 02, 2005, I exposed the within described real estate of Scott L. Grove And Mary L. Grove to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	21.87
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.61
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	27.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$271.48

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	93,792.73
INTEREST @ %	0.00
FROM TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,742.98
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$96,575.71

COSTS:

ADVERTISING	354.10
TAXES - COLLECTOR	1,287.04
TAXES - TAX CLAIM	1,082.83
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	271.48
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,474.45

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

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /	Beneficial Consumer Discount Co	2. COURT NUMBER	04-1652 CO / 61399T
3. DEFENDANT / S /	Maryl Grove	4. TYPE OF WRIT OR COMPLAINT	No tie
SERVE AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.		
	Maryl Grove		
	6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)		
	109 Old Rt. 220 S. Duncansville PA 16635		
7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER			

NOW, I, SHERIFF OF BLAIR 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 BLAIR 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 sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:	10. TELEPHONE NUMBER	11. DATE
McCabe Weisberg & Co	215-790-1910	7-11-05
<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized BCSD Deputy or Clerk and Title	13. Date Received	14. Expiration/Hearing date
	B. Schreiner	6-21-05	ASAP
15. I hereby CERTIFY and RETURN that I have personally served. <input type="checkbox"/> have served person in charge. <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.			

16. ☐ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served	18. A person of suitable age and discretion then residing in the defendant's usual place of abode.	Read Order
Maryl Grove	<input type="checkbox"/>	<input type="checkbox"/>

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)	20. Date of Service	21. Time
Blair Co Sheriff Dept	7-11-05	1:40 pm

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1x	7-27		mlw	7-27	46		7-27	46		7-27	46		7-27	46	
23. Advance Costs	24. #	25. Total Costs	26. Total Costs	27. Total Costs	28. COST DUE OR REFUND										
150.00	115468	23.50	5.00	28.50	121.50										

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

day of

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature of Sheriff

Date

Date

NOTARY PUBLIC

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. 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

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

66 399T

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20079

TERM & NO. 04-1652-CD

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

vs.

SCOTT L. GROVE AND MARY L. GROVE

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: MARY L. GROVE

ADDRESS: 109 OLD RT 2205
DUNCANSVILLE, PA 16635

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 BLAIR COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, June 16, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF

BENEFICIAL CD

date recieved:

3/17/05

status:

C

VS

case number:

CD041652

DEFENDANT

GROVE

SCOTT L

paper type:

NOTICE

ATTORNEY,S NAME:

CLEARFIELD CTY SHF

LAST DAY OF SERVICE:

4/17/05

ATTORNEY'S ADDRESS:

of services:

1

ADVANCE CHARGED:

\$81.00

RECEIVING DOCKETING:

\$9.00

SURCHARGE:

\$0.00

FOUND SERVICE:

\$9.00

NOTARY FEE:

\$3.00

NOT FOUND

\$0.00

MILEAGE:

\$60.00

ADDITIONAL DEFENDANTS SERVED

\$0.00

POSTAGE:

\$0.00

DEPUTIZATION

\$0.00

TOTAL COSTS:

\$81.00

REFUND DUE:

\$0.00

RETURN OF SERVICE:

NOW 3/29/05 AT 2:25PM SERVED SCOTT L GROVE AT 825 PHILA ST

INDIANA PA-STUCHELL

SWORN AND SUBSCRIBED BEFORE ME

THIS 31 DAY OF MARCH 20 05

Lohetta J. Wissinger

NOTARIAL SEAL

LOHETTA J. WISSINGER, NOTARY PUBLIC

INDIANA, INDIANA CO

MY COMMISSION EXPIRES MARCH 6, 2006

Robert E. Fyock

ROBERT E. FYOCK, SHERIFF

BY:

Neil Stuchell

DEPUTY NEIL STUCHELL



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
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DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20079

TERM & NO. 04-1652-CD

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

vs.

SCOTT L. GROVE AND MARY L. GROVE

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

SERVE BY: 04/22/2005

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

SERVE: SCOTT L. GROVE AND MARY L. GROVE

ADDRESS: 33 HOMESTEAD DRIVE
NORTHERN CAMBRIA, PA 15714

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 INDIANA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, March 17, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INDIANA COUNTY SHERIFF
2005 MAR 18 A 11:12

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF BENEFICIAL CD
VS
DEFENDANT GROVE SCOTT L ETAL

date recieved: 5/5/05 status: C
case number: 1652CD04
paper type: NOTICE/WRIT

ATTORNEY,S NAME: CLEARFIELD CTY SHF

LAST DAY OF SERVICE: 7/25/05

ATTORNEY'S ADDRESS:

of services: 2

ADVANCE CHARGED: \$100.00

RECEIVING DOCKETING: \$9.00

SURCHARGE: \$0.00

FOUND SERVICE: \$0.00

NOTARY FEE: \$6.00

NOT FOUND: \$5.00

MILEAGE: \$24.00

ADDITIONAL DEFENDANTS SERVED: \$6.00

POSTAGE: \$0.00

DEPUTIZATION: \$0.00

TOTAL COSTS: \$50.00

REFUND DUE: \$50.00

RETURN OF SERVICE

NOW 5/20/05 AT 1:05PM UNABLE TO LOCATE SCOTT GROVE AT
33 HOMESTEAD DR NORTHERN CAMBRIA PA REASON: MOVED TO
BELSANO PA PER BETTY GROVE-STUCHELL
NOW 5/20/05 AT 1:05PM UNABLE TO LOCATE MARY GROVE AT
33 HOMESTEAD DR NORTHERN CAMPBRIA PA REASON: MOVED TO
SAXON PA PER BETTY GROVE-STUCHELL

SWORN AND SUBSCRIBED BEFORE ME
THIS 26 DAY OF MAY 2005

Loretta J. Wissinger

Robert E. Fyock

ROBERT E. FYOCK, SHERIFF

BY: *Neil Stuchell*
DEPUTY NEIL STUCHELL

NOTARIAL SEAL
LORETTA J. WISSINGER, NOTARY PUBLIC
INDIANA, INDIANA CO
MY COMMISSION EXPIRES MARCH 6, 2006



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
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20079

TERM & NO. 04-1652-CD

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

VS.

SCOTT L. GROVE AND MARY L. GROVE

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

SERVE BY: 07/27/2005

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

SERVE: ~~SCOTT L. GROVE AND MARY L. GROVE~~

ADDRESS: 33 HOMESTEAD DRIVE
NORTHERN CAMBRIA, PA 15714

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 INDIANA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, May 5, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INDIANA COUNTY SHERIFF
2005 MAY 16 A 10:30

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.
SUITE 2080

TERRENCE J. McCABE

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 36th STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

May 4, 2005

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


Re: Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage
Company of Pennsylvania vs. Scott L. Grove and Mary L. Grove
Property: 4648 McCartney Road Irvona, PA 16656
CCP, Clearfield County, No. 04-1652 CD

Dear Cindy:

Pursuant to our conversation of this date, I am writing to request that you postpone the Sheriff's Sale in the above-captioned matter, currently scheduled for the Friday, JUNE 3, 2005 Sheriff's Sale, to the Friday, SEPTEMBER 2, 2005 Sheriff's Sale.

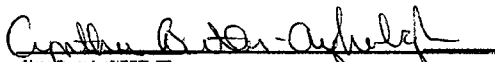
As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,


Susan J. Markowitz
Legal Assistant

/sjm

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


SIGNATURE

5-5-05
DATE