

04-1677-CD  
BENEFICIAL CONSUMER DISCOUNT, et al. vs. MARCIE LUNDBERG

Beneficial Consumer et vs Marcie Lundberg  
2004-1677-CD

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

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

v.

Marcie Lundberg a/k/a  
Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

Attorney for Plaintiff

FILED  
M 2-52 SA pg 85-00  
acc to Shif  
cc to today  
OCT 25 2004

Clearfield County  
Court of Common Pleas

William A. Shaw  
Prothonotary

Number

04-1677-CD

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### NOTICE

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

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

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

Dave 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 defendarse 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 OTELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Co. of Pennsylvania  
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P.O. Box 8621  
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Clearfield County  
Court of Common Pleas

v.  
Marcie Lundberg a/k/a Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, a corporation duly organized under the laws of Pennsylvania and doing business at the above captioned address.
2. The Defendant is Marcie Lundberg a/k/a Marcie S. Lundberg, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is RR 1 Box 113, Brockway, PA 15824.
3. On 07/12/2000, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200009963.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1181 Treasure Lake, Dubois, PA 15801( Map #128-C2-13A-288-21).
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage,

upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 128,999.61
Interest through 09/13/2004	\$ 12,915.01
(Plus \$ 38.10 per diem thereafter)	
Attorney's Fee	\$ 6,449.98
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 148,914.60

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$148,914.60, together with interest at the rate of \$38.10 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

**VERIFICATION**

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

Tiffanie T. Toney-Davis  
Tiffanie Toney-Davis

# MORTGAGE

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

THIS MORTGAGE is made this day 12TH of JULY 20 00, between the Mortgagor,  
MARCI S. LUNDBERG, SINGLE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO  
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 \$ 143,078.19, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 12, 2000, 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 JULY 12, 2020;

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 SANDY  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
07/01/1999 AND RECORDED 07/15/1999, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
199911626 AND PAGE 1. TAX MAP OR PARCEL ID NO.:  
128-D02-13A-288-21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

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

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**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.

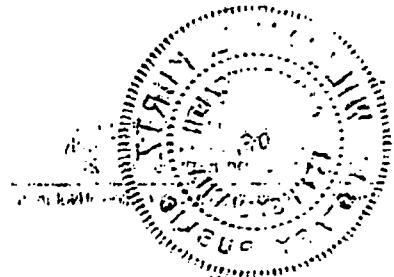
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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



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.

*Marcie S. Lundberg*  
\_\_\_\_\_  
MARCIE S. LUNDBERG  
\_\_\_\_\_  
Borrower

\_\_\_\_\_  
-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL MORTGAGE CO OF PA

90 BEAVER DRIVE, DUBOIS, PA 15801

On behalf of the Lender. By: WILLIAM L. KURTZ

Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA,

County ss: CLEARFIELD

I, WILLIAM L. KURTZ ; a Notary Public in and for said county and state, do hereby certify that  
MARCIE S. LUNDBERG

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

Given under my hand and official seal, this

12TH

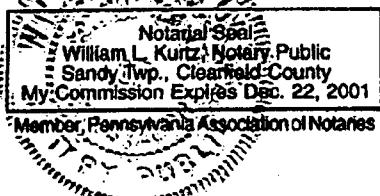
day of

JULY

, 20 00

My Commission expires:

*[Signature]*  
\_\_\_\_\_  
Notary Public



This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PA  
(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA00128G



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**DESCRIPTION**

ALL THAT CERTAIN tract of land designated as Section 13A, "Montego", Lot 288, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office on Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind of nature.
4. A lien of all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Map #128-C2-13A-288-21

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-1677 CD

Marcie Lundberg, a/k/a Marcie S. Lundberg

NO.

TERM

**PRAECIPE FOR WRIT OF EXECUTION**

**FILED** 10/11/2004  
6K M/1.35801  
DEC 30 2004  
William A. Shaw  
Prothonotary/Clerk of Court  
Att'y pd \$0.00

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Marcie Lundberg, a/k/a Marcie S.

Lundberg of defendant(s) and

3. Against the following property in the hands of (name) Marcie Lundberg, a/k/a Marcie S. Lundberg

4. And index this writ;

(a) against Marcie Lundberg, a/k/a Marcie S. Lundberg

Defendant(s) and

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

As a lis pendens against real property of the defendant(s) in name of garnishee as follows, 1181 Treasure Lake Dubois, PA 15801

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 152,877.00

Interest from 12/28/04 to sale date \$25.13 per day

Costs (to be added) \$

125.00 Prothonotary cost

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff(s)

04-1677 CD

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

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

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

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

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

VS.

Marcie Lundberg, a/k/a Marcie  
S. Lundberg

(MORTGAGE FORECLOSURE)

Præcipe for Writ of  
Execution

EXECUTION DEBT	152,877.00
INTEREST FROM	\$25.13 per
12/28/04 to sale	day
date	

PROTHONOTARY 125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

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

*Jennifer M. Meade*  
Attorney for Plaintiff(s)

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN tract of land designated as Section 13A, "Montego", Lot 288, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office on Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind of nature.
4. A lien of all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Map #128-C2-13A-288-21

Being Known As: 1181 Treasure Lake Dubois, PA 15801.

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1677 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 1181 Treasure Lake Dubois, PA 15801, 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
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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

Name	Address
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	961 Weigel Drive P.O. Box 8621 Elmhurst, IL 60126 Attn: Al Spears
--	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	636 Grand Regency Blvd. Brandon, FL 60126 Attn: Rebecca Gast
--	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	90 Beaver Drive Suite 114 C Dubois, PA 15801
--	--

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)	1181 Treasure Lake Dubois, PA 15801
-----------	--

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.

Clearfield County  
Tax Claim Bureau

230 East Market Street  
Suite 121  
Clearfield, PA 16830

Treasurer Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Raymond E. Donati  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Charles Anderson  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Greg Yutzey  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

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 27, 2004

DATE

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN tract of land designated as Section 13A, "Montego", Lot 288, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office on Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind of nature.
4. A lien of all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Map #128-C2-13A-288-21

Being Known As: 1181 Treasure Lake Dubois, PA 15801.

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

Beneficial Consumer Discount d/ba  
Beneficial Mortgage Co. of Pennsylvania

*Copy*

Vs.

NO.: 2004-01677-CD

Marcie Lundberg a/k/a Marcie S. Lundberg

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, Plaintiff(s) from MARCIE LUNDBERG a/k/a Marcie S. Lundberg, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property 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: \$152,877.00	PAID: \$125.00
INTEREST from 12/28/04 to sale date, \$25.13 per day	SHERIFF: \$
PROTH. COSTS: \$	OTHER COSTS: \$
ATTY'S COMM: \$	
DATE: 12/30/2004	

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

LUNDBERG, MARCIE a/k/a MARCIE S. LUNDBERG

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16535

04-1677-CD

**SHERIFF RETURNS**

---

NOW OCTOBER 28, 2004 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARCIE LUNDBERG, DEFENDANT.

NOW NOVEMBER 15, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARCIE LUNDBERG, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED CLIFF KINSER, HUSBAND.

---

NOW DECEMBER 15, 2004 AFTER DILIGENT SEARCH IN MY BAILWICK I REURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANT (LUNDBERG PROPERTY), 1181 TREASURE LAKE, DUBOIS, PA. HOUSE IS EMPTY.

---

---

**Return Costs**

Cost	Description
49.25	SHERIFF HAWKINS PAID BY: ATTY CK# 50041
20.00	SURCHARGE PAID BY: ATTY CK# 50040
36.50	JEFFERSON CO. SHFF. PAID BY; ATTY

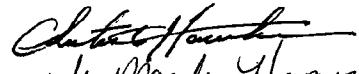
---

Sworn to Before Me This

15 Day Of Dec, 2004



So Answers,

  
by Marcy Harris  
Chester A. Hawkins  
Sheriff

**FILED**  
Ebk  
DEC 15 2004

William A. Shaw  
Prothonotary/Clerk of Courts

No. 1677 C.D. 2004

Personally appeared before me, Carl Gotwald, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 15, 2004 at 1:40 o'clock P.M. did serve the Notice and Complaint in Mortgage Foreclosure upon MARCIE LUNDBERG, defendant, at her residence of R.R.1 Box 113, Brockway, Township of Snyder, County of Jefferson, State of Pennsylvania, by handing to Cliff Kinser, husband of defendant and adult person in charge at time of service, one true copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	34.50 Paid
Prothy:	2.00
Total Costs:	36.50
REFUNDED:	\$ 88.50

So Answers,

Sworn and subscribed  
to before me this 17<sup>th</sup>  
day of November  
By Carl Gotwald

My Commission Expires The  
First Monday January 2006

Carl Gotwald Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

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

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

v.

Marcie Lundberg a/k/a  
Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

Attorney for Plaintiff

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

OCT 25 2004

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

Clearfield County  
Court of Common Pleas

Number

04-1677-C

**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 comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.

Marcie Lundberg a/k/a Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Marcie Lundberg a/k/a Marcie S. Lundberg, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is RR 1 Box 113, Brockway, PA 15824.

3. On 07/12/2000, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200009963.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1181 Treasure Lake, Dubois, PA 15801( Map #128-C2-13A-288-21).

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage,

upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 128,999.61
Interest through 09/13/2004	\$ 12,915.01
(Plus \$ 38.10 per diem thereafter)	
Attorney's Fee	\$ 6,449.98
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 148,914.60

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

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

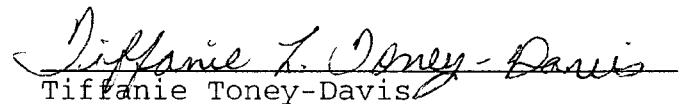
WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$148,914.60, together with interest at the rate of \$38.10 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

**VERIFICATION**

The undersigned, Tiffanie Toney-Davis, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company,

and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

  
Tiffanie Toney-Davis

711723

# MORTGAGE

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

THIS MORTGAGE is made this day 12TH of JULY 20 00, between the Mortgagor, MARCI S. LUNDBERG, SINGLE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO 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 \$ 143,078.19, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 12, 2000 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 JULY 12, 2020;

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 SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 07/01/1999 AND RECORDED 07/15/1999, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 189911625 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 128-D02-13A-288-21

01-07-00 MTG

PA001281



ML97F57121K95MTG9000PA001281FMM LUNDBERG

x

FILE COPY

EX-1281 "X"

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

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

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

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

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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



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

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

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

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

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

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

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

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

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

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

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



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

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

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

01-07-00 MTG

PA001284



\*L97F57121K95MTG9000PA001284F\*\*LUNDBERG

\* FILE COPY

**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.

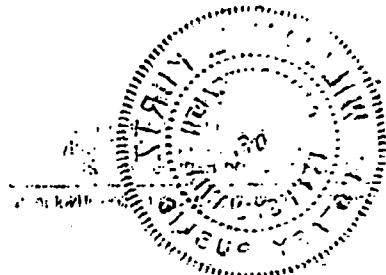
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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



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.

*Marcie S. Lundberg*  
\_\_\_\_\_  
MARCIE S. LUNDBERG \_\_\_\_\_  
Borrower

\_\_\_\_\_  
-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL MORTGAGE CO OF PA

90 BEAVER DRIVE, DUBOIS, PA 15801

On behalf of the Lender. By: WILLIAM L. KURTZ

Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA,

County ss: CLEARFIELD

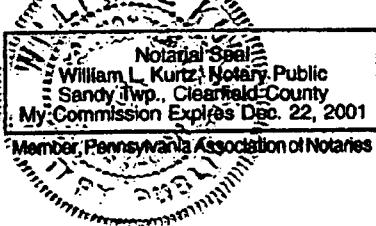
I, WILLIAM L. KURTZ ; a Notary Public in and for said county and state, do hereby certify that  
MARCIE S. LUNDBERG

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

Given under my hand and official seal, this

12TH day of JULY, 20 00.

*[Signature]*  
Notary Public



This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PA

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



XL97F57121K95MTG9000PA001286F\*\*LUNDBERG

\* FILE COPY

**DESCRIPTION**

ALL THAT CERTAIN tract of land designated as Section 13A, "Montego", Lot 288, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office on Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind of nature.
4. A lien of all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Map #128-C2-13A-288-21

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

Attorney for Plaintiff

FILED *Atty  
6K mill Dec 30 2004 CCO*  
DEC 30 2004, CCO  
William A. Shaw, to def.  
Prothonotary/Clerk of Courts  
Statement  
to Atty

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$148,914.60
Interest from 9/14/04 to 12/27/04	\$ 3,962.40
TOTAL	\$152,877.00

Terrence J. McCabe

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 30<sup>th</sup> day of December, 2004,

Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania and  
against Defendant(s), Marcie Lundberg, a/k/a Marcie S. Lundberg and  
damages are assessed in the amount of \$152,877.00, plus interest  
and costs.

BY THE PROTHONOTARY:

William A. Shaw

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

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

Marcie Lundberg,  
a/k/a Marcie S. Lundberg

RR 1 Box 113  
Brockway, PA 15824

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY

OF December, 2004.

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

*Gloria D. Mitchell*  
Notary Public

NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2007

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

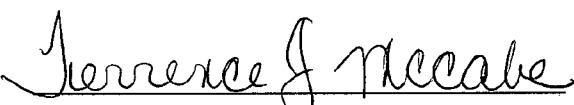
Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
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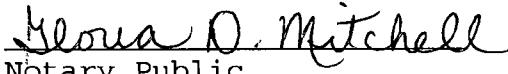
CERTIFICATION

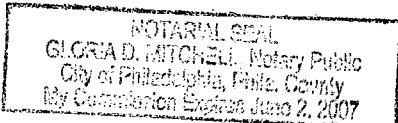
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 27th DAY  
OF December, 2004.

  
TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

  
Gloria D. Mitchell  
Notary Public



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

**William A. Shaw  
Prothonotary**

December 13, 2004

To: Marcie Lundberg a/k/a Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

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

Clearfield County  
Court of Common Pleas

vs.

Marcie Lundberg a/k/a Marcie S. Lundberg

Number 04-1677-CD

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

**IMPORTANT NOTICE**

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

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

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

Dave Meholick  
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 COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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

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

Dave Meholick  
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**

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  
TERRENCE J. McCABE, ESQUIRE

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Marcie Lundberg, a/k/a Marcie S. Lundberg  
RR 1 Box 113  
Brockway, PA 15824

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

NOTICE

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

12/30/04  
William A. Shaw  
Prothonotary

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

Beneficial Consumer Discount  
Beneficial Mortgage Co. of PA  
Plaintiff(s)

Copy

No.: 2004-01677-CD

Real Debt: \$152,877.00

Atty's Comm: \$

Vs.

Costs: \$

Marcie Lundberg  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 30, 2004

Expires: December 30, 2009

Certified from the record this 30th day of December, 2004.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

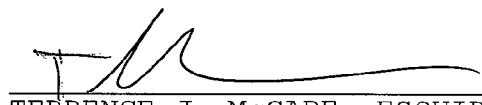
Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
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**AFFIDAVIT OF SERVICE**

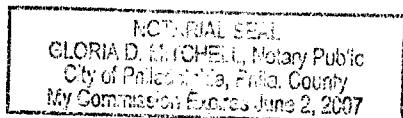
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 18<sup>th</sup> day of March, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 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 18<sup>th</sup> DAY  
OF March, 2005.

  
Gloria D. Mitchell  
NOTARY PUBLIC



FILED 7/11/3081 NO CC  
MAR 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

# Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1181 Treasure Lake Dubois, PA 15801, 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
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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

Name	Address
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	961 Weigel Drive P.O. Box 8621 Elmhurst, IL 60126 Attn: Al Spears
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	636 Grand Regency Blvd. Brandon, FL 60126 Attn: Rebecca Gast
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	90 Beaver Drive Suite 114 C Dubois, PA 15801

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) 1181 Treasure Lake  
Dubois, PA 15801

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.

Clearfield County 230 East Market Street  
Tax Claim Bureau Suite 121  
Clearfield, PA 16830

Treasurer Lake Property 13 Treasure Lake  
Owners Association, Inc. Dubois, PA 15801

## Exhibit A

Commonwealth of Pennsylvania      Inheritance Tax Office  
1400 Spring Garden St.  
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

## Exhibit A

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 18, 2005

DATE

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

Attorney for Plaintiff

Exhibit B

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

DATE: March 18, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Marcie Lundberg, a/k/a Marcie S. Lundberg

PROPERTY: 1181 Treasure Lake Dubois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on May 6, 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       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

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

Line	Article Number	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. Lundberg	Marcie Lundberg, a/k/a Marcie S. Lundberg RR 1 Box 1113 Brockway, PA 15824											
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per <i>Signature of receiving employee</i> <i>at hand</i>											
1	1												

The full indemnity of value is retained on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under  
 Bureau of Internal Revenue regulations is \$50.00. The maximum indemnity payable for registered mail, airmail, and airmail registered mail is \$100.00, but registered Registered Mail, Standard Mail (A) and Standard Mail (B) are subject to a maximum indemnity of \$25,000 for registered mail. See *Domestic Mail Manual* 8000, SP913, and *Special International Mail Manual* for indemnity of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

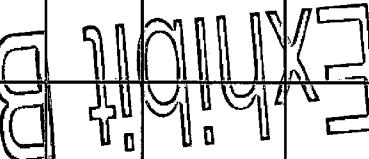
Complete by Typewriter, Ink, or Ball Point Pen

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

Check type of mail or service:  
 Certified       Recorded  
 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	Inured Value if Registered	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	FR Fee
1	Beneficial v. Lundberg	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania 961 Weigel Drive P.O. Box 8621 Elmhurst, IL 60126 Attn: Al Spears											
2		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania 636 Grand Regency Blvd. Brandon, FL 60126 Attn: Rebecca Gast											
3		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania 90 Beaver Drive Suite 114 C Dubois, PA 15801											
4		Tenant(s) 1181 Treasure Lake Dubois, PA 15801											
5		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
6		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
7		Clearfield County Tax Claim Bureau 230 East Market Street Suite 121 Clearfield, PA 16830											
8		Treasurer Lake Property Owners Association, Inc. 13 Treasure Lake Dubois, PA 15801											



The full description of value is required on all domestic and international registered mail. The maximum indemnity payable for the conduction of guaranteed documents under Express Mail domestic reconstruction insurance is \$5000 per piece subject to additional limitations for multiple pieces sent or damaged in a single package. The maximum indemnity payable on Express Mail merchandise insurance is \$100,000 per piece subject to additional limitations for multiple pieces sent or damaged in a single package. The maximum indemnity payable on Domestic Mail Manual (DM) \$913, and \$921 for insurance of coverage on insured and COD mail. Domestic Mail Manual (DM) coverage applies only to Standard Mail (A) and Standard Mail (B) domestic and international registered mail.

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February, 2005

# Exhibit B

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

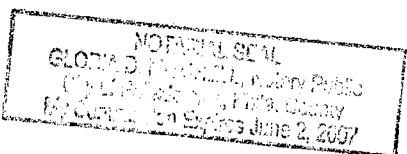
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 4<sup>th</sup> day of April, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 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 4<sup>th</sup> DAY  
OF April, 2005.

Gloria D. Mitchell  
NOTARY PUBLIC



sw  
FILED NO  
m/11/561 APR 08 2005  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

# Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

## SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 1181 Treasure Lake Dubois, PA 15801, 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
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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

Name	Address
Marcie Lundberg, a/k/a Marcie S. Lundberg	RR 1 Box 113 Brockway, PA 15824

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
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	961 Weigel Drive P.O. Box 8621 Elmhurst, IL 60126 Attn: Al Spears
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	636 Grand Regency Blvd. Brandon, FL 60126 Attn: Rebecca Gast
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania	90 Beaver Drive Suite 114 C Dubois, PA 15801

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	<b>Exhibit A</b>

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)	1181 Treasure Lake Dubois, PA 15801
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.
Clearfield County Tax Claim Bureau	230 East Market Street Suite 121 Clearfield, PA 16830
Treasurer Lake Property Owners Association, Inc.	13 Treasure Lake Dubois, PA 15801

Raymond E. Donati  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Charles Anderson  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Greg Yutzey  
c/o Treasure Lake Property  
Owner's Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

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 St.  
Philadelphia, PA 19130

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

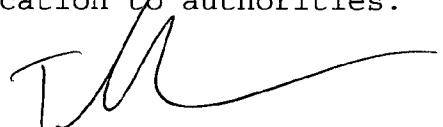
Department of Public Welfare      TPL Casualty Unit Estate  
Recovery Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-  
8486

## Exhibit A

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.

April 4, 2005

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Marcie Lundberg, a/k/a Marcie S. Lundberg	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1677 CD
---	--

# Exhibit B

DATE: April 4, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

## NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

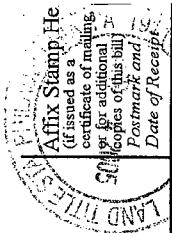
OWNERS: Marcie Lundberg, a/k/a Marcie S. Lundberg

PROPERTY: 1181 Treasure Lake Dubois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on May 6, 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       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Line	Article Number	Addresser Name, Street and PO Address	Postage	Fee	Fee	Handle	Charg
1	Beneficial v. Lundberg	Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden St. Philadelphia, PA 19130					
2		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128					
3		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486					
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Total Number of Pieces  
Listed by Sender      Total Number of Pieces  
Received at Post Office

3

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the transportation of negotiable documents under Business Mail Document resumption insurance is \$100 per face value subject to additional liability for mail handled in the United States. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service endorsement is available for an additional \$1000. The maximum indemnity payable on Domestic Mail Manual is \$2,000 for registered mail. See Domestic Mail Manual R500, S513 and S521 for limitations of coverage on domestic and international mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B).

Postmaster, Per (Name of receiving  
employee)

*[Signature]*

Postage  
1493 U.S. POSTAGE PB 223257  
7068 \$00.900 APR 04 05  
7824

19109

**FILED**

**APR 08 2005**

*William A. Snaw*  
**Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20078  
NO: 04-1677-CD

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

vs.

DEFENDANT: MARCIE LUNDBERG, A/K/A MARCIE S. LUNDBERG

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 12/30/2004

LEVY TAKEN 03/11/2005 @ 2:10 PM

POSTED 03/11/2005 @ 2:10 PM

SALE HELD 05/06/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/14/2005

DATE DEED FILED 06/14/2005

PROPERTY ADDRESS 1181 TREASURE LAKE MONTEGO SECT. 13A, LOT 288 DUBOIS , PA 15801

**SERVICES**

03/18/2005 @ 2:10 PM SERVED MARCIE LUNDBERG, A/K/A MARCIE S. LUNDBERG

JEFFERSON COUNTY SERVED MARCIE LUNDBERG A/K/A MARCIE S. LUNDBERG DEFENDANT, AT HER RESIDENCE RR #1, BOX 113, BROCKWAY, JEFFERSON COUNTY, PENNSYLVANIA BY HANDING TO MARCIE LUNDBERG

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.

FILED  
03-4681  
JUN 14 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20078  
NO: 04-1677-CD

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

vs.

DEFENDANT: MARCIE LUNDBERG, A/K/A MARCIE S. LUNDBERG

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$210.43

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

  
By Cynthia Butler Aughenbaugh  
Chester A. Hawkins  
Sheriff

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

Beneficial Consumer Discount d/ba  
Beneficial Mortgage Co. of Pennsylvania

Vs.

NO.: 2004-01677-CD

Marcie Lundberg a/k/a Marcie S. Lundberg

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, Plaintiff(s) from MARCIE LUNDBERG a/k/a Marcie S. Lundberg, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property 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: \$152,877.00

PAID: \$125.00

INTEREST from 12/28/04 to sale date, \$25.13 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 12/30/2004



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 30<sup>th</sup> day  
of December A.D. 2004  
At 3:00 A.M./P.M.

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

Chester A. Hawkins  
Sheriff Sig: Cynthia Butter-Cayhenge

## LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Section 13A, "Montego", Lot 288, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office on Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind of nature.
4. A lien of all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Map #128-C2-13A-288-21

Being Known As: 1181 Treasure Lake Dubois, PA 15801.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MARCIE LUNDBERG, A/K/A MARCIE S. LUNDBERG

NO. 04-1677-CD

NOW, June 14, 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 May 06, 2005, I exposed the within described real estate of Marcie Lundberg, A/K/A Marcie S. Lundberg to public venue or outcry at which time and place I sold the same to **BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA** he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$210.43</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	152,877.00
INTEREST @ 25.1300 %	3,241.77
FROM 12/28/2004 TO 05/06/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$156,138.77</b>
<b>COSTS:</b>	
ADVERTISING	302.62
TAXES - COLLECTOR	599.50
TAXES - TAX CLAIM	5,172.57
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	210.43
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$6,764.12</b>

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

CHESTER A. HAWKINS, Sheriff

No. 04-1677 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 18, 2005 at 2:10 o'clock P.M. served the Notice of Sheriff's Sale of Real Property upon MARCIE LUNDBERG, defendant, at the address of R.R.1 Box 113, Brockway, Township of Snyder, County of Jefferson, State of Pennsylvania, by handing to the defendant, personally, one true copy of the Notice and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	35.82	Paid
Prothy:	2.00	
Total Costs:	37.82	
REFUNDED:	\$ 87.18	

Sworn and subscribed  
to before me this 23<sup>rd</sup>  
day of March 2005  
By Deputy Sheriff

My Commission Expires The  
First Monday January 2006

So Answers,

Harry Dunkle Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA