

04-1725-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY vs. ALFRED H. CHESNEY
et al.

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

CHESNEY, ALFRED H. a/k/a AFLRED CHESNEY JR. a/

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16558

04-1725-CD

SHERIFF RETURNS

NOW NOVEMBER 3, 2004 AT 9:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAYMOND GOOD, DEFENDANT AT RESIDENCE, RD#1 BOX 182A, WOODLAND, PA. a/k/a 1282 WHITETAIL ALLEY, WOODLAND, PA. (911 ADDRESS) BY HANDING TO RAYMOND GOOD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/HUNTER

NOW NOVEMBER 3, 2004 AT 9:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA GOOD, DEFENDANT AT RESIDENCE, RD#1 BOX 182A, WOODLAND, PA. a/k/a 1282 WHITETAIL ALLEY, WOODLAND, PA. (911 ADDRESS) BY HANDING TO RAYMOND GOOD, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/HUNTER

NOW NOVEMBER 3, 2004 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY CHESNEY a/k/a SHERRY C. CHESNEY, DEFENDANT AT RESIDENCE, BOX 21A, PENNA AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY CHESNEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW NOVEMBER 3, 2004 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALFRED H. CHESNEY a/k/a ALFRED CHESNEY JR., DEFENDANT AT RESIDENCE, BOX 21A, PENNA AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY CHESNEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW DECEMBER 17, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ALFRED H. CHESNEY a/k/a ALFRED CHESNEY JR. or OCCUPANT and SHERRY CHESNEY a/k/a SHERRY C. CHESNEY or OCCUPANT AT RD#1 BOX 183A, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA. DEFENDANTS DO NOT LIVE AT THIS ADDRESS, NO FORWARDING.

Return Costs

Cost Description

58.00 SHERIFF HAWKINS PAID BY: ATTY CK# 50525

60.00 SURCHARGE PAID BY: ATTY Ck# 50524

FILED

**6K
DEC 17 2004**

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY
VS.
CHESNEY, ALFRED H. a/k/a AFLRED CHESNEY JR. a/
COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16558
04-1725-CD

SHERIFF RETURNS

Sworn to Before Me This

12 Day Of Dec. 2004


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

So Answers,


Chester A. Hawkins
Sheriff

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 Company of PA
P.O. Box 8621
Elmhurst, IL 60126

v.
Alfred H. Chesney a/k/a Alfred Chesney, Jr.
Sherry Chesney a/k/a Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833

and
Raymond Good
Laura Good
RD 1 Box 183A
Woodland, PA 16881

Attorney for Plaintiff

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

NOV 01 2004

Clearfield County
Court of Common Pleas

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number **04-1725-CO**

CIVIL ACTION/MORTGAGE FORECLOSURE
NOTICE

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

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

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

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

AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A 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.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
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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 Company of
Pennsylvania
P.O. Box 8621
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Alfred H. Chesney a/k/a
Alfred Chesney, Jr.
506 Thompson Street
Curwensville, PA 16833
and

Sherry Chesney a/k/a
Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833
and

Raymond Good
RD 1 Box 183A
Woodland, PA 16881
and

Laura Good
RD 1 Box 183A
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Alfred H. Chesney a/k/a Alfred Chesney, Jr., who is one of the mortgagors and the real owner of the mortgaged property hereinafter described, and his last-known address is 506 Thompson Street, Curwensville, PA 16833.

3. The Defendant is Sherry Chesney a/k/a Sherry C. Chesney, who is one of the mortgagors of the mortgaged property hereinafter described, and her last-known address is 506 Thompson Street, Curwensville, PA 16833.

4. The Defendant is Raymond Good, who has an interest in ownership of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 183A, Woodland, PA 16881.

5. The Defendant is Laura Good, who has an interest in ownership of the mortgaged property hereinafter described, and her last-known address is RD 1 Box 183A, Woodland, PA 16881.

6. On 04/14/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199905927.

7. On 09/10/2001, Alfred Chesney, Jr. and Sherry Chesney entered in an agreement of sale with Raymond Good and Laura Good recorded in Clearfield County. Said Memorandum of Agreement was recorded as Instrument #200114279.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 183A, Woodland, PA 16881.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/14/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

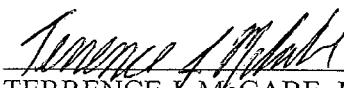
10. The following amounts are due on the mortgage:

Principal Balance	\$ 42,060.39
Interest through 10/31/2004	\$ 2,823.15
(Plus \$ 5.78 per diem thereafter)	
Attorney's Fee	\$ 2,103.02
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 47,536.56

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$47,536.56, together with interest at the rate of \$5.78 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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

Tiffanie 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 14TH of APRIL 19 gg, between the Mortgagor,
ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 43,129.07 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 14, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 14, 2019;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF
BRADFORD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/22/88 AND RECORDED 08/22/88, AMONG THE LAND RECORDS OF
THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1240
AND PAGE 130. TAX MAP OR PARCEL ID NO 106-008-89.

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

INSTRUMENT NUMBER	19905927
RECORDED ON	APR 19, 1999
	12:07:40 PM
RECORDING FEES -	\$17.00
RECORDED	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDED	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$19.50

6 1282 White Tail Alley
Woodland PA 16881

Exhibit A



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

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



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.

Alfred H Chesney
-Borrower

Sherry L Chesney
-Borrower

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

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

I, HELENE A SHECKLER a Notary Public in and for said county and state, do hereby certify that ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of APRIL, 19 99.

My Commission expires:

Helene A Scheckler
Notary Public

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



McCABE, WEISBERG AND CONWAY, P.C.
BY: 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 Company of PA
P.O. Box 8621
Elmhurst, IL 60126

v.

Alfred H. Chesney a/k/a Alfred Chesney, Jr.
Sherry Chesney a/k/a Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833

and

Raymond Good
Laura Good
RD 1 Box 183A
Woodland, PA 16881

Attorney for Plaintiff

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

NOV 01 2004

Clearfield County
Court of Common Pleas Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Number **04-1725-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 defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.
BY: 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 Company of
Pennsylvania
P.O. Box 8621
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.
Alfred H. Chesney a/k/a
Alfred Chesney, Jr.
506 Thompson Street
Curwensville, PA 16833
and
Sherry Chesney a/k/a
Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833
and
Raymond Good
RD 1 Box 183A
Woodland, PA 16881
and
Laura Good
RD 1 Box 183A
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Alfred H. Chesney a/k/a Alfred Chesney, Jr., who is one of the mortgagors and the real owner of the mortgaged property hereinafter described, and his last-known address is 506 Thompson Street, Curwensville, PA 16833.

3. The Defendant is Sherry Chesney a/k/a Sherry C. Chesney, who is one of the mortgagors of the mortgaged property hereinafter described, and her last-known address is 506 Thompson Street, Curwensville, PA 16833.

4. The Defendant is Raymond Good, who has an interest in ownership of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 183A, Woodland, PA 16881.

5. The Defendant is Laura Good, who has an interest in ownership of the mortgaged property hereinafter described, and her last-known address is RD 1 Box 183A, Woodland, PA 16881.

6. On 04/14/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199905927.

7. On 09/10/2001, Alfred Chesney, Jr. and Sherry Chesney entered in an agreement of sale with Raymond Good and Laura Good recorded in Clearfield County. Said Memorandum of Agreement was recorded as Instrument #200114279.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 183A, Woodland, PA 16881.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/14/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

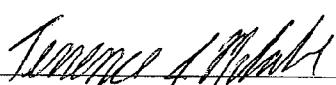
10. The following amounts are due on the mortgage:

Principal Balance	\$ 42,060.39
Interest through 10/31/2004	\$ 2,823.15
(Plus \$ 5.78 per diem thereafter)	
Attorney's Fee	\$ 2,103.02
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 47,536.56

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$47,536.56, together with interest at the rate of \$5.78 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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

Tiffanie 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 14TH of APRIL 1999, between the Mortgagor,
ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY

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

The following paragraph preceded by a checked box is applicable

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 43,129.07 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 14, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 14, 2019.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF
BRADFORD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/22/88 AND RECORDED 08/22/88, AMONG THE LAND RECORDS OF
THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1240
AND PAGE 130. TAX MAP OR PARCEL ID NO 106-008-89

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

INSTRUMENT NUMBER	19905927
RECORDED ON	APR 19, 1999
	12:07:40 PM
RECORDING FEES -	\$17.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$19.50

6 1282 Wh. te Ta. 1 Alley
Woodland PA 16881

Exhibit A



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

ORIGINAL



10-01-98 MTG

PA001254

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.

Alfred H Chesney

-Borrower

Sherry L Chesney

-Borrower

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

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

I, HELENE A SHECKLER, a Notary Public in and for said county and state, do hereby certify that
ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of APRIL, 19 99.

My Commission expires:

Helene A. Sheckler

Notary Public

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder) _____

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



McCABE, WEISBERG AND CONWAY, P.C.
BY: 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 Company of PA
P.O. Box 8621
Elmhurst, IL 60126

v.

Alfred H. Chesney a/k/a Alfred Chesney, Jr.
Sherry Chesney a/k/a Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833
and
Raymond Good
Laura Good
RD 1 Box 183A
Woodland, PA 16881

Attorney for Plaintiff

Clearfield County
Court of Common Pleas

FILED *cc Shff*
m12:08/20/ Atty pd. 8500
NOV 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

Number *04-1725-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 defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.
BY: 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 Company of
Pennsylvania
P.O. Box 8621
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Alfred H. Chesney a/k/a
Alfred Chesney, Jr.
506 Thompson Street
Curwensville, PA 16833
and
Sherry Chesney a/k/a
Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833
and
Raymond Good
RD 1 Box 183A
Woodland, PA 16881
and
Laura Good
RD 1 Box 183A
Woodland, PA 16881

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Alfred H. Chesney a/k/a Alfred Chesney, Jr., who is one of the mortgagors and the real owner of the mortgaged property hereinafter described, and his last-known address is 506 Thompson Street, Curwensville, PA 16833.

3. The Defendant is Sherry Chesney a/k/a Sherry C. Chesney, who is one of the mortgagors of the mortgaged property hereinafter described, and her last-known address is 506 Thompson Street, Curwensville, PA 16833.

4. The Defendant is Raymond Good, who has an interest in ownership of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 183A, Woodland, PA 16881.

5. The Defendant is Laura Good, who has an interest in ownership of the mortgaged property hereinafter described, and her last-known address is RD 1 Box 183A, Woodland, PA 16881.

6. On 04/14/1999, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #199905927.

7. On 09/10/2001, Alfred Chesney, Jr. and Sherry Chesney entered in an agreement of sale with Raymond Good and Laura Good recorded in Clearfield County. Said Memorandum of Agreement was recorded as Instrument #200114279.

8. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 183A, Woodland, PA 16881.

9. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/14/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

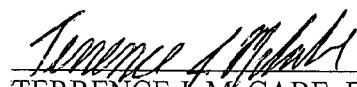
13. The following amounts are due on the mortgage:

Principal Balance	\$ 42,060.39
Interest through 10/31/2004	\$ 2,823.15
(Plus \$ 5.78 per diem thereafter)	
Attorney's Fee	\$ 2,103.02
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 47,536.56

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$47,536.56, together with interest at the rate of \$5.78 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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


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 14TH of APRIL 19 99, between the Mortgagor, ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 43,129.07, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 14, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 14, 2019;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/22/88 AND RECORDED 08/22/88, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1240 AND PAGE 130. TAX MAP OR PARCEL ID NO 106-008-89.

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

INSTRUMENT NUMBER	RECORDED ON	RECORDING FEES -	RECORDER	COUNTY IMPROVEMENT FUND	RECORDER	IMPROVEMENT FUND	STATE WRIT TAX	TOTAL
199905927	APR 19 1999 12:07:40 PM	\$17.00		\$1.00		\$1.00	\$0.50	\$19.50

61282 White Tail Alley
Woodland PA 16881

Exhibit A



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.



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.

Alfred H Chesney

-Borrower

Sherry L Chesney

-Borrower

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

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

I, HELENE A SHECKLER, a Notary Public in and for said county and state, do hereby certify that
ALFRED H CHESNEY, TENANCY NOT STATED, AND SHERRY L CHESNEY
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of APRIL, 19 99.

My Commission expires:

Helene A Scheckler

Notary Public

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder) _____

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



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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of PA
vs.
Alfred H. Chesney a/k/a Alfred
Chesney, Jr. and Sherry
Chesney, a/k/a Sherry C.
Chesney and Raymond Good and
Laura Good

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 04-1725 CD

FILED *1CC*
11/13/04 Notice to Defs.
DEC 23 2004 Statement
William A. Shaw to Atty
Prothonotary/Clerk of Courts
Any pd due

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	\$47,536.56
Interest from 11/1/04 to 12/13/04	\$ 242.76
TOTAL	\$47,779.32

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

AND NOW, this 23rd day of December, 2004, Judgment
is entered in favor of Plaintiff, Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of PA and against Defendant(s), Alfred
H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C.
Chesney and Raymond Good and Laura Good and damages are assessed in the
amount of \$47,779.32, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 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:

Alfred H. Chesney
a/k/a Alfred Chesney, Jr.

506 Thompson Street
Curwensville, PA 16833

Sherry Chesney,
a/k/a Sherry C. Chesney

506 Thompson Street
Curwensville, PA 16833

Raymond Good

RD 1 Box 183A

Woodland, PA 16881

Laura Good

RD 1 Box 183A

Woodland, PA 16881

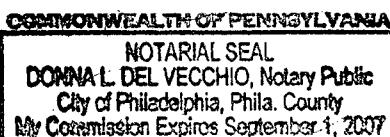
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13th DAY

December 2004.

Notary Public

TERENCE J. McCABE
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of PA
vs.
Alfred H. Chesney a/k/a Alfred
Chesney, Jr. and Sherry
Chesney, a/k/a Sherry C.
Chesney and Raymond Good and
Laura Good

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 04-1725 CD

CERTIFICATION

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

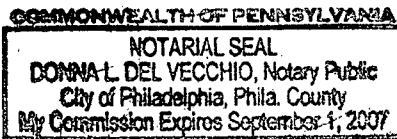
SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY

OF December, 2004.


TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff


Notary Public



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

**William A. Shaw
Prothonotary**

December 2, 2004

**To: Alfred H. Chesney a/k/a Alfred Chesney, Jr.
Box 21A Pennsylvania Avenue
Curwensville, PA 16833**

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Alfred H. Chesney a/k/a Alfred Chesney, Jr.
and
Sherry Chesney a/k/a Sherry C. Chesney
and
Raymond Good
and
Laura Good

**Clearfield County
Court of Common Pleas**

Number 04-1725-CD

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

IMPORTANT NOTICE

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

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Dave Mehlick
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.

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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**

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

**William A. Shaw
Prothonotary**

December 2, 2004

To: Sherry Chesney a/k/a Sherry C. Chesney
Box 21A Pennsylvania Avenue
Curwensville, PA 16833

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Alfred H. Chesney a/k/a Alfred Chesney, Jr.
and
Sherry Chesney a/k/a Sherry C. Chesney
and
Raymond Good
and
Laura Good

Clearfield County
Court of Common Pleas

Number 04-1725-CD

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

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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**

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

**William A. Shaw
Prothonotary**

December 2, 2004

To: Raymond Good
RD # 1 Box 183A
Woodland, PA 16881

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Alfred H. Chesney a/k/a Alfred Chesney, Jr.
and
Sherry Chesney a/k/a Sherry C. Chesney
and
Raymond Good
and
Laura Good

Clearfield County
Court of Common Pleas

Number 04-1725-CD

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

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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**

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

**William A. Shaw
Prothonotary**

December 2, 2004

**To: Laura Good
RD # 1 Box 183A
Woodland, PA 16831**

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Alfred H. Chesney a/k/a Alfred Chesney, Jr.
and
Sherry Chesney a/k/a Sherry C. Chesney
and
Raymond Good
and
Laura Good

**Clearfield County
Court of Common Pleas**

Number 04-1725-CD

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

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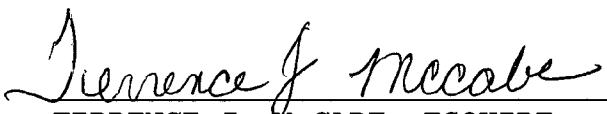
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Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

**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, ESQUIRE

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

COPY

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Laura Good
RD 1 Box 183A
Woodland, PA 16881

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 CD
--	--

NOTICE

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

William A. Shaw 12/03/04
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.

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Raymond Good
RD 1 Box 183A
Woodland, PA 16881

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of PA
vs.
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CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 04-1725 CD

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OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Sherry Chesney, a/k/a Sherry C. Chesney
506 Thompson Street
Curwensville, PA 16833

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 CD
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COPY

Clearfield County Courthouse, Clearfield, PA 16830

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Prothonotary

To: Alfred H. Chesney a/k/a Alfred Chesney, Jr.
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CLEARFIELD COUNTY
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2004-01725-CD

Real Debt: \$47,779.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Alfred H. Chesney
Sherry Chesney
Raymond Good
Laura Good
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 23, 2004

Expires: December 23, 2009

Certified from the record this 23rd 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

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

NO. 04-1725 CD

TERM

Alfred H. Chesney a/k/a Alfred
Chesney, Jr. and Sherry Chesney,
a/k/a Sherry C. Chesney and
Raymond Good and Laura Good

PRAECIPE FOR WRIT OF EXECUTION

FILED 1008
M 11/4/2004 Courts
DEC 23 2004 W Descr.
to Shff

William A. Shaw
Prothonotary/Clerk of Courts *Any pd. 2000*

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good

of

defendant(s) and

3. Against the following property in the hands of (name) Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good

4. And index this writ;
 - (a) against Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good Defendant(s) and
 - (b) against _____ as Garnishee

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

FILED

DEC 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

NO. 04-1725 CD TERM

NO. _____ TERM

RECEIVED WRIT THIS _____ DAY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

OF _____ A.D.
AT _____ M.

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

Sheriff

VS.

Alfred H. Chesney a/k/a
Alfred Chesney, Jr. and
Sherry Chesney, a/k/a Sherry
C. Chesney and Raymond Good
and Laura Good

(MORTGAGE FORECLOSURE)

Praecipe for Writ of
Execution

EXECUTION DEBT 47,779.32
INTEREST FROM 7.85 per
12/14/04 to sale day
date

PROTHONOTARY 125.00

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

Terrence J. McCabe
Attorney for Plaintiff(s)

USE ATTORNEY
USE PLAINTIFF
ATTORNEY'S COMM.
SATISFACTION
SHERIFF

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 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 Road 1 Box 183 A Woodland, PA 16881, 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
Alfred H. Chesney a/k/a Alfred Chesney, Jr.	506 Thompson Street Curwensville, PA 16833
Sherry Chesney, a/k/a Sherry C. Chesney	506 Thompson Street Curwensville, PA 16833
Raymond Good	RD 1 Box 183A Woodland, PA 16881
Laura Good	RD 1 Box 183A Woodland, PA 16881

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

Name	Address
Alfred H. Chesney a/k/a Alfred Chesney, Jr.	506 Thompson Street Curwensville, PA 16833
Sherry Chesney, a/k/a Sherry C. Chesney	506 Thompson Street Curwensville, PA 16833
Raymond Good	RD 1 Box 183A Woodland, PA 16881
Laura Good	RD 1 Box 183A Woodland, PA 16881

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.	
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of PA	961 Weigel Drive Elmhurst, IL 60126 Attn: Al Spears
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of PA	636 Grand Regency Blvd. Brandon, FL 33510 Rebecca Gast

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

Name	Address
Plaintiff herein.	

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

Name _____ Address _____

None

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

Name _____ Address _____

Tenant(s) Road 1 Box 183 A
Woodland, PA 16881

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.

DATE

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground situate in Bradford Township Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an iron pin corner on the East side of a dirt road leading from land of Paul Forcey to Pennsylvania State Highway Route No. 17055, said corner being South 51 37' East a distance of 1049.9 feet from an old pine stump corner at the Northwest corner of the Ralph Maines et al tract of which the land herein described is a part; thence through the lands of the said Maines for a new line North 86 57' East for a distance of 494.19 feet to an iron pin in center line of an old dirt road; thence by the center line of said old dirt road South 33 21' feet a distance of 38.96 feet to an iron pin in the center line of said road; thence leaving said old dirt road and through the lands of said Maines for a new line South 83 12' West for a distance of 111.73 feet to an iron pin corner; thence still through the lands of said Maines for a new line South 0 36' West for a distance of 282.55 feet to an iron pin; thence still through the lands of said Maines for a new line North 73 54' West for a distance of 419.71 feet to an iron pin corner on the East side of the first dirt road above mentioned; thence by the East line of said road North 0 38' East for a distance of 185.63 feet to an iron pin and the place of beginning.

CONTAINING 2.45 acres.

Tax Parcel #106-008-89

Being Known As: Road 1 Box 183 A Woodland, PA 16881.

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

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

Vs.

NO.: 2004-01725-CD

Alfred H. Chesney a/k/a Alfred Chesney, Jr., and
Sherry Chesney a/k/a Sherry C. Chesney, and
Raymond Good, and Laura Good

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of PA, Plaintiff(s) from ALFRED H. CHESNEY a/k/a Alfred Chesney, Jr., and SHERRY CHESNEY a/k/a Sherry C. Chesney, and RAYMOND GOOD, and LAURA GOOD, Defendant(s):

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

See Attached Description

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$47,779.32

PAID: \$125.00

INTEREST from 12/14/04 to sale date, \$7.85 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 12/23/2004

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 St., Ste. 2080
Philadelphia, PA 19109
(215) 790-1010

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground situate in Bradford Township Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an iron pin corner on the East side of a dirt road leading from land of Paul Forcey to Pennsylvania State Highway Route No. 17055, said corner being South 51 37' East a distance of 1049.9 feet from an old pine stump corner at the Northwest corner of the Ralph Maines et al tract of which the land herein described is a part; thence through the lands of the said Maines for a new line North 86 57' East for a distance of 494.19 feet to an iron pin in center line of an old dirt road; thence by the center line of said old dirt road South 33 21' feet a distance of 38.96 feet to an iron pin in the center line of said road; thence leaving said old dirt road and through the lands of said Maines for a new line South 83 12' West for a distance of 111.73 feet to an iron pin corner; thence still through the lands of said Maines for a new line South 0 36' West for a distance of 282.55 feet to an iron pin; thence still through the lands of said Maines for a new line North 73 54' West for a distance of 419.71 feet to an iron pin corner on the East side of the first dirt road above mentioned; thence by the East line of said road North 0 38' East for a distance of 185.63 feet to an iron pin and the place of beginning.

CONTAINING 2.45 acres.

Tax Parcel #106-008-89

Being Known As: Road 1 Box 183 A Woodland, PA 16881.

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 CD
--	--

AFFIDAVIT OF SERVICE

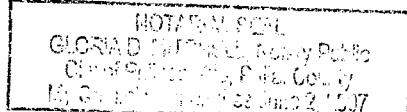
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 10th day of March, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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 10th DAY
OF March, 2005.


NOTARY PUBLIC



FILED
MARCH 15 2005
NO CC
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. Alfred H. Chesney a/k/a Alfred Chesney, Jr. and Sherry Chesney, a/k/a Sherry C. Chesney and Raymond Good and Laura Good	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1725 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 Praecept for the Writ of Execution was filed the following information concerning the real property located at Road 1 Box 183 A Woodland, PA 16881, 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
Alfred H. Chesney a/k/a Alfred Chesney, Jr.	506 Thompson Street Curwensville, PA 16833
Sherry Chesney, a/k/a Sherry C. Chesney	506 Thompson Street Curwensville, PA 16833
Raymond Good	RD 1 Box 183A Woodland, PA 16881
Laura Good	RD 1 Box 183A Woodland, PA 16881

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

Name	Address
Alfred H. Chesney a/k/a Alfred Chesney, Jr.	506 Thompson Street Curwensville, PA 16833
Sherry Chesney,	506 Thompson Street

Domestic Relations

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

Commonwealth of Pennsylvania,

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

Tax Claim Bureau

230 East Market Street
Suite 121
Clearfield, PA 16830

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

March 10, 2005

DATE


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2030
 Philadelphia, PA 19109
ATTN: Samantha Young

Line	Article Number	Address Name, Street and PO Address											
		Postage	Fee	Handling Charge	Actual Value If Registered	Insured Value	Bus Sender If COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee	
1	Beneficial v. Chesney	Alfred H. Chesney a/k/a Alfred Chesney, Jr. 506 Thompson Street Curwenville, PA 16833											
2		Sherry Chesney, a/k/a Sherry C. Chesney 506 Thompson Street Curwenville, PA 16833											
3		Raymond Good RD 1 Box 183A Woodland, PA 16881											
4		Laura Good RD 1 Box 183A Woodland, PA 16881											
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										
		4	4										

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

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

1943 U.S. POSTAGE PB 2232577
 7067 \$01.20⁰ MAR 10 05 *
 9735 FROM ZIP CODE 19109

The full description of mail is required on all domestic and international registered. The maximum liability for compensation of damage to Express Mail documents, irrespective of postage, is \$100 per piece subject to additional limitation for multiple pieces lost or damaged. The maximum indemnity payable on Express Mail merchandise increases to \$100, but optional Express Mail service merchandise is available for up to \$1,000. The maximum indemnity payable is \$25,000 for registered mail. See "Domestic Mail Manual" (2000, S913 and S921) for limitations of coverage on International Mail. Special handling charges apply only to Standard Mail (A) and Standard International Mail.

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender
McCabe, Weisberg and Conway, P.C.
125 S. Broad St., Suite 2080
Philadelphia, PA 19109

ATTN: Samantha Young

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

Line	Article Number	Address Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Instructed Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Beneficial v. Chesney	Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of PA 961 Weigel Drive Elmhurst, IL 60126 Attn: Al Spears											
2		Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of PA 636 Grand Regency Blvd. Brandon, FL 33510 Rebecca Gast											
3		Tenant(s) Road 1 Box 183 A Woodland, PA 16881											
4		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
5		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
6		Tax Claim Bureau 230 East Market Street Suite 121 Clearfield, PA 16830											
7		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130											
8		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128											

1843 U.S. POSTAGE PB 2232577
7057 \$ 02.70 MAR 10 05
9734 19109

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20076

NO: 04-1725-CD

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

DEFENDANT: ALFRED H. CHESNEY A/K/A ALFRED CHESNEY, JR. AND SHERRY CHESNEY, A/K/A SHERRY C. CHESNEY AND RAYMOND GOOD AND LAURA GOOD

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/23/2004

LEVY TAKEN 03/10/2005 @ 1:45 PM

POSTED 03/05/2005 @ 6:25 AM

SALE HELD 05/06/2005

SOLD TO HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/17/2005

DATE DEED FILED 06/17/2005

PROPERTY ADDRESS RD 1, BOX 183 A A/K/A 1282 WHITE TAIL ALLEY WOODLAND , PA 16881

SERVICES

03/11/2005 @ 11:19 AM SERVED ALFRED H. CHESNEY A/K/A ALFRED CHESNEY, JR.

SERVED ALFRED H. CHESNEY A/K/A ALRFRD CHESNEY, JR., DEFENDANT AT HIS RESIDENCE BOX 21A, PENNSYLVANIA AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY CHESNEY, WIFE/DEFENDANT

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

03/11/2005 @ 11:19 AM SERVED SHERRY CHESNEY A/K/A SHERRY C. CHESNEY

SERVED SHERRY CHESNEY A/K/A SHERRY C. SHESNEY, DEFENDNT AT HER RESIDENCE BOX 21A, PENNSYLVANIA AVENUE, CLEARFIELD COUNTY, CURWENSVILLE, PENNSYLVANIA BY HANDING TO SHERRY CHESNEY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THREROF.

03/10/2005 @ 1:45 PM SERVED RAYMOND GOOD

SERVED RAYMOND GOOD, DEFENDANT, AT HIS RESIDENCE RD #1, BOX 183A A/K/A 1282 WHITE TAIL ALLEY, WOODLAND CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDINT TO RAYMOND GOOD

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION NOTICE OF SALE AND COOPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

03/10/2005 @ 1:45 PM SERVED LAURA GOOD

SERVED LAURA GOOD, DEFENDNAT, AT HER RESIDENCE RD # 1, BOX 183A A/K/A 1282 WHITE TAIL ALLEY, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA GOOD

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

FILED

JUN 17 2005
O 10:35
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20076
NO: 04-1725-CD

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

DEFENDANT: ALFRED H. CHESNEY A/K/A ALFRED CHESNEY, JR. AND SHERRY CHESNEY, A/K/A SHERRY C. CHESNEY AND RAYMOND GOOD AND LAURA GOOD

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS **\$247.45**

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

Day of 2005

✓ Chester A. Hawkins
Sheriff

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

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

Vs.

NO.: 2004-01725-CD

Alfred H. Chesney a/k/a Alfred Chesney, Jr., and
Sherry Chesney a/k/a Sherry C. Chesney, and
Raymond Good, and Laura Good

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of PA, Plaintiff(s) from ALFRED H. CHESNEY a/k/a Alfred Chesney, Jr., and SHERRY CHESNEY a/k/a Sherry C. Chesney, and RAYMOND GOOD, and LAURA GOOD, Defendant(s):

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

See Attached Description

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$47,779.32

PAID: \$125.00

INTEREST from 12/14/04 to sale date, \$7.85 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 12/23/2004



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 23rd day
of December A.D. 2004
At 11:30 A.M./P.M.

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

Chester A. Hawkins
Sheriff by Cynthia Butter-Aughenbaugh

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground situate in Bradford Township Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an iron pin corner on the East side of a dirt road leading from land of Paul Forcey to Pennsylvania State Highway Route No. 17055, said corner being South 51 37' East a distance of 1049.9 feet from an old pine stump corner at the Northwest corner of the Ralph Maines et al tract of which the land herein described is a part; thence through the lands of the said Maines for a new line North 86 57' East for a distance of 494.19 feet to an iron pin in center line of an old dirt road; thence by the center line of said old dirt road South 33 21' feet a distance of 38.96 feet to an iron pin in the center line of said road; thence leaving said old dirt road and through the lands of said Maines for a new line South 83 12' West for a distance of 111.73 feet to an iron pin corner; thence still through the lands of said Maines for a new line South 0 36' West for a distance of 282.55 feet to an iron pin; thence still through the lands of said Maines for a new line North 73 54' West for a distance of 419.71 feet to an iron pin corner on the East side of the first dirt road above mentioned; thence by the East line of said road North 0 38' East for a distance of 185.63 feet to an iron pin and the place of beginning.

CONTAINING 2.45 acres.

Tax Parcel #106-008-89

Being Known As: Road 1 Box 183 A Woodland, PA 16881.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ALFRED H. CHESNEY A/K/A ALFRED CHESNEY, JR.

NO. 04-1725-CD

NOW, June 15, 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 Alfred H. Chesney A/K/A Alfred Chesney, Jr. And Sherry Chesney, A/K/A Sherry C. Chesney And Raymond Good And Laura Good to public venue or outcry at which time and place I sold the same to HOUSEHOLD FINANCE CONSUMER DISCOUNTCOMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	8.91
MILEAGE	15.00
POSTING	4.05
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	45.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	4.05
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$247.45

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	47,779.32
INTEREST @ 7.8500 %	1,122.55
FROM 12/14/2004 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	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$48,981.87
COSTS:	
ADVERTISING	413.50
TAXES - COLLECTOR	174.24
TAXES - TAX CLAIM	2,583.61
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.50
SHERIFF COSTS	247.45
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,900.30

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