



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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**Sheriff Docket # 16558**

**VS.**

**04-1725-CD**

**CHESNEY, ALFRED H. a/k/a ALFRED CHESNEY JR. al**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**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/MORGILO

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/MORGILO

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 RED#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**

**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. al**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #**

**16558**

**04-1725-CD**

**SHERIFF RETURNS**


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

**Attorney for Plaintiff**

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

**NOV 01 2004**

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

Clearfield County  
Court of Common Pleas

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

Number **04-1725-0**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Clearfield County  
Court of Common Pleas

v.

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.

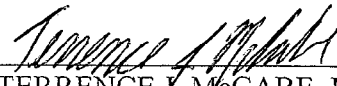
10. The following amounts are due on the mortgage:

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.N.C. d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tiffanie L. 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  
199905927

RECORDED ON

APR 19, 1999  
12:07:40 PM

RECORDING FEES - \$17.00

RECORDER COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$19.50

G 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 FOX JOHN T FOX 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:

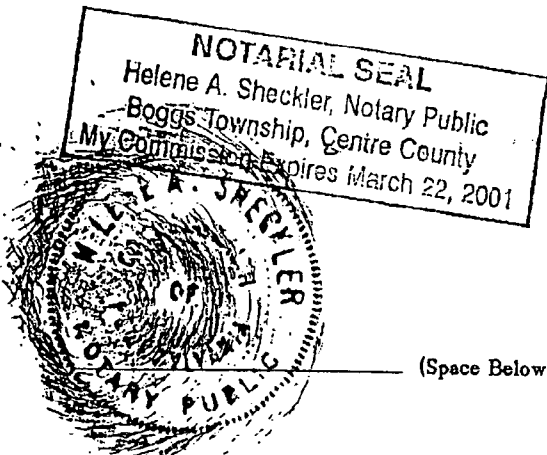
Helene A Sheckler  
Notary Public

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: TERRENCE J. McCABE, ESQUIRE

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorney for Plaintiff

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

NOV 01 2004

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

Clearfield County

Court of Common Pleas Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

Number 04-1725-02

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### NOTICE

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

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

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

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

#### AVISO

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

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

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

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

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Clearfield County  
Court of Common Pleas

v.

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

Number

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

**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.

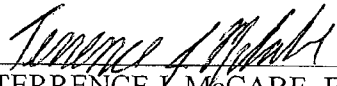
10. The following amounts are due on the mortgage:

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

  
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  
199905927

RECORDED ON  
APR 19, 1999  
12:07:40 PM

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

G 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 FOX 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:

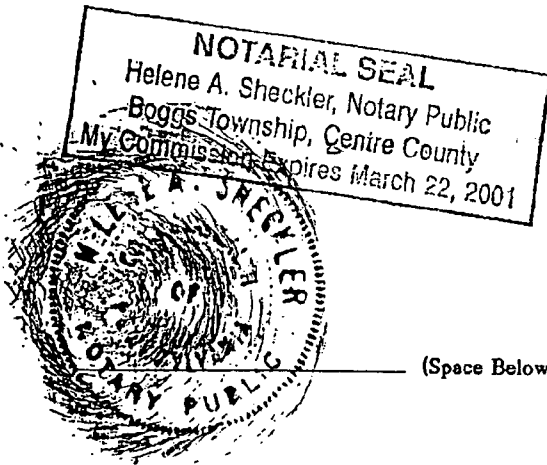
Helene A Sheckler  
Notary Public

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

**FILED** *6 cc shff*  
*m/2:08801* *Att. 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 Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

#### **AVISO**

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Clearfield County  
Court of Common Pleas

v.

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.

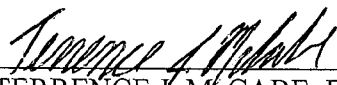
10. The following amounts are due on the mortgage:

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.

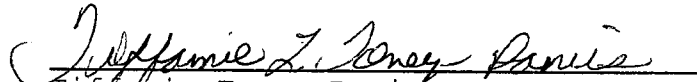
12. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with 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.B.C. d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
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  
199905927

RECORDED ON

APR 19, 1999  
12:07:40 PM

RECORDING FEES - \$17.00  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE MORT TAX \$0.50  
TOTAL \$19.50

*G 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 FOX JOHN T FOX 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

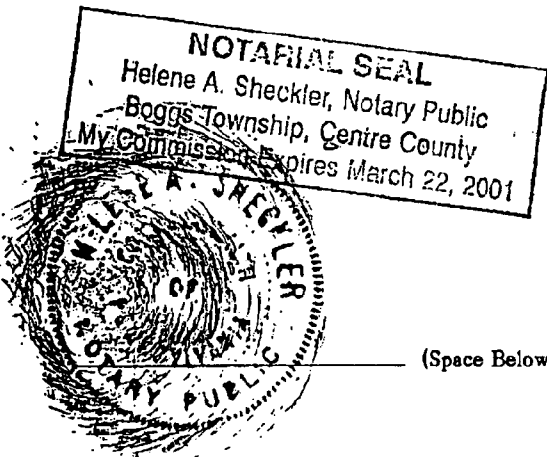
This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

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: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Beneficial Consumer Discount  
Company d/b/a Beneficial  
Mortgage Company of PA  
vs.  
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  
DEC 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

1000  
Notice  
to Defs.  
Statement  
to Atty  
Arg pd. doc

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 23<sup>rd</sup> 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: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

vs.

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

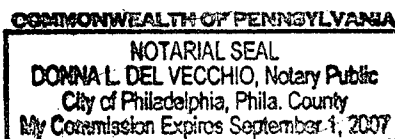
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13th DAY

OF December 14, 2004.

Notary Public

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



MCCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

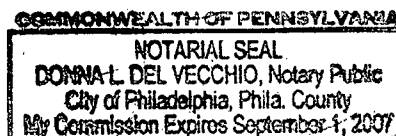
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5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

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

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---

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

TJM/rda



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

**William A. Shaw  
Prothonotary**

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

TJM/rda

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

**William A. Shaw  
Prothonotary**

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

TJM/rda

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

**William A. Shaw  
Prothonotary**

December 2, 2004

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

TJM/rda

VERIFICATION

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

  
TERRENCE J. McCABE, ESQUIRE

COPY

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

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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 12/23/04  
Prothonotary

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

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

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

Beneficial Consumer Discount  
Company d/k/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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12/23/04  
William A. Shaw  
Prothonotary

  X   Judgment by Default  
       Money Judgment  
       Judgment in Replevin  
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If you have any questions concerning this Judgment, please call  
Terrance 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: 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

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT  
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William A. Shaw 12/23/04  
Prothonotary

  X   Judgment by Default  
      Money Judgment  
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      Judgment for Possession

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

COPY

William A. Shaw  
Prothonotary

To: Alfred H. Chesney a/k/a Alfred Chesney, Jr.  
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
--	--

NOTICE

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

William A. Shaw  
Prothonotary

12/23/64

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

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



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

COPY

Beneficial Consumer Discount 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

**Praeipe 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** 1000  
DEC 23 2004  
to writs  
of Descr.  
to Shff

William A. Shaw  
Prothonotary/Clerk of Courts  
Apd. 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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

Praecipe for Writ of  
Execution

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

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

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

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

PROTHONOTARY 125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of 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 Praecipe 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
-----------	--

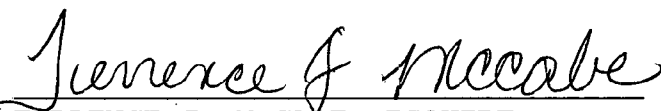
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
--------------------	---

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.

\_\_\_\_\_  
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**

COPY

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

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

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 12/23/2004

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff



**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of 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

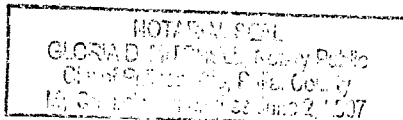
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 10<sup>th</sup> day of March, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to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

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

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10<sup>th</sup> DAY  
OF March, 2005.

  
NOTARY PUBLIC



FILED No CC  
3/12:51/05  
MAR 15 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

## Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA vs. 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 Praecipe 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

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

Laura Good  
RD 1 Box 183A  
Woodland, PA 16881

Postmaster, Per (Name of receiving employee)

PS Form 3877, February, 2005

**Complete by Typewriter, Ink, or Ball Point Pen**

The full disclosure package is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of interrupted Express Mail domestic reconstruction amounts to \$200 per piece subject to additional limitations for multiple pieces lost or damaged. The maximum international indemnity payable on Express Mail merchandise amounts to \$100, two optional Express Mail Service purchases are available for up to \$1,000 per item. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual F000, 3913 and 3921 for limitations of coverage on marine cargo. International Mail Manual provides details of coverage on international mail. Special handling charges apply only to Standard, Air Mail, and Standard Registered Mail.

[illegible]

1943 U.S. POSTAGE PB 2232577

7067 \$01.20<sup>0</sup> MAR 10 05\*

9735 **FROM AIRCRAFT** 19109

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

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

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Beneficial v. 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 PB2232577  
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

FILED

JUN 17 2005  
01:10:35  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

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

SERVED ALFRED H. CHESNEY A/K/A ALFRD 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 ATESTED 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.



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


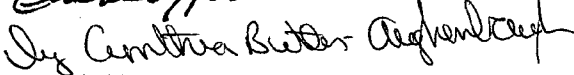
SHERIFF HAWKINS \$247.45

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

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

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

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 12/23/2004

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$



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.

Chester A. Hawkins  
Sheriff By Catherine Butler-Dehnbach

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.

**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	15.00
SERVICE	15.00
MILEAGE	8.91
LEVY	15.00
MILEAGE	4.05
POSTING	15.00
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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$247.45</b>

**DEED COSTS:**

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

**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	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$48,981.87</b>
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**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	
<b>TOTAL COSTS</b>	<b>\$3,900.30</b>

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

CHESTER A. HAWKINS, Sheriff