



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

Attorney for Plaintiff

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

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801  
and  
Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Clearfield County  
Court of Common Pleas

FILED 2cc shff  
m/1:30/Atty pd.  
NOV 10 2004 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

12-30-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

Number 04-1793-CD

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### NOTICE

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

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

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

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

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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**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**

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P.O. Box 8621  
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Clearfield County  
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Clarence E. Fye, Jr. a/k/a Clarence  
E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Number

and

Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

**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 Clarence E. Fye, Jr. a/k/a Clarence E. Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

3. The Defendant is Janice M. Fye a/k/a Janice Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

4. On 05/30/2000, 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 as Instrument Number 20007656.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1493 Treasure Lake, Du Bois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/05/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


7. The following amounts are due on the mortgage:

Principal Balance	\$ 73,176.43
Interest through 11/08/2004 (Plus \$ 24.55 per diem thereafter)	\$ 12,102.73
Attorney's Fee	\$ 3,658.82
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 89,487.98

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

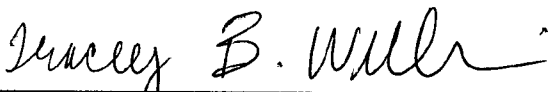
9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$89,487.98, together with interest at the rate of \$24.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA \_\_\_\_\_, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

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

711723

# MORTGAGE

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

THIS MORTGAGE is made this day 30TH of MAY 20 00, between the Mortgagor, CLARENCE E. FYE AND JANICE M. FYE, SON AND MOTHER

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,000.29, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 30, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 30, 2030;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD D, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: LOCATION SANDY TOWNSHIP, H & L 87 SECTION 2. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/22/1996 AND RECORDED 11/01/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1800 AND PAGE 43. TAX MAP OR PARCEL ID NO.: 128-D02-2-87-21

Exhibit A

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\* FILE COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



**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.

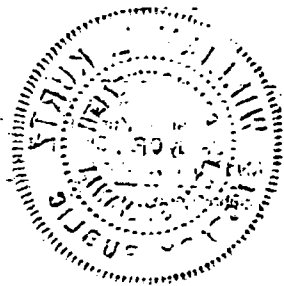
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

Clarence E. Fye  
CLARENCE E FYE -Borrower

Janice M. Fye  
JANICE M FYE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

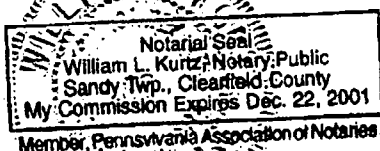
90 BEAVER DRIVE DUBOIS, PA 15801  
On behalf of the Lender. By: WILLIAM L KURTZ Title: MANAGER  
COMMONWEALTH OF PENNSYLVANIA, County ss: \_\_\_\_\_

I, WILLIAM L KURTZ, a Notary Public in and for said county and state, do hereby certify that  
CLARENCE E FYE AND JANICE M FYE

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 30TH day of MAY, 2000.

My Commission expires: \_\_\_\_\_



[Signature]  
Notary Public

This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

90 BEAVER DRIVE DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



\*F90571B41K92MTG8000PA001286F\*\*FYE

FILE COPY

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**FYE, CLARENE E. JR. a/k/a CLARENCE E. FYE and**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #**

**16604**

**04-1793-CD**

**SHERIFF RETURNS**

NOW DECEMBER 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CLARENCE E. FYE JR. a/k/a CLARENCE E. FYE and JANICE M. FYE a/k/a JANICE FYE, DEFENDANTS. HOUSE IS EMPTY AT 1493 TREASURE LAKE, DUBOIS, PA.

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>33.25</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 50895</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 50894</b>

**Sworn to Before Me This**

23<sup>rd</sup> Day Of Dec 2004

William A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
by Maury L. Harris

Chester A. Hawkins

Sheriff

**FILED**  
01900801  
**DEC 23 2004**

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, Pennsylvania 19109**  
**(215) 790-1010**

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

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801  
and  
Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

**Attorney for Plaintiff**

Clearfield County  
Court of Common Pleas

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

**NOV 10 2004**

Attest

*[Signature]*  
Prothonotary/  
Clerk of Courts

Number **04-1793CD**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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.

Clarence E. Fye, Jr. a/k/a Clarence  
E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Number

and

Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

**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 Clarence E. Fye, Jr. a/k/a Clarence E. Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

3. The Defendant is Janice M. Fye a/k/a Janice Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

4. On 05/30/2000, 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 as Instrument Number 20007656.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1493 Treasure Lake, Du Bois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/05/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

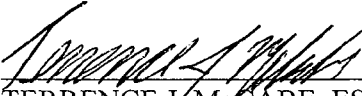
7. The following amounts are due on the mortgage:

Principal Balance	\$	73,176.43
Interest through 11/08/2004 (Plus \$ 24.55 per diem thereafter)	\$	12,102.73
Attorney's Fee	\$	3,658.82
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	89,487.98

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$89,487.98, together with interest at the rate of \$24.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA \_\_\_\_\_, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tracey B. Williams  
Tracey B. Williams

711723

# MORTGAGE

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

THIS MORTGAGE is made this day 30TH of MAY 2000, between the Mortgagor, CLARENCE E. FYE AND JANICE M. FYE, SON AND MOTHER

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,000.29 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 30, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 30, 2030;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD D, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: LOCATION SANDY TOWNSHIP, H & L 87 SECTION 2. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/22/1996 AND RECORDED 11/01/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1800 AND PAGE 43. TAX MAP OR PARCEL ID NO.: 128-D02-2-87-21

## Exhibit A

01-07-00 MTG

PA001281



\*F90571B41K92MTG8000PA001281F\*\*FYE

\* FILE COPY

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.

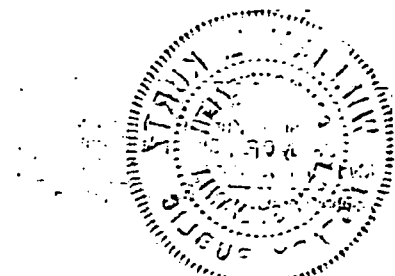
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

Clarence E. Fye  
CLARENCE E FYE -Borrower

Janice M Fye  
JANICE M FYE -Borrower

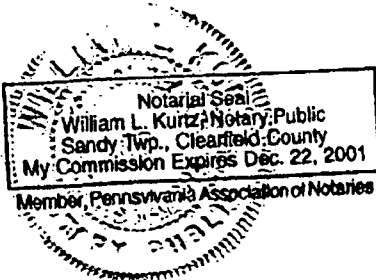
I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

On behalf of the Lender. By: 90 BEAVER DRIVE DUBOIS, PA 15801  
WILLIAM L KURTZ Title: MANAGER  
COMMONWEALTH OF PENNSYLVANIA, County ss: \_\_\_\_\_

I, WILLIAM L KURTZ, a Notary Public in and for said county and state, do hereby certify that  
CLARENCE E FYE AND JANICE M FYE  
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 30TH day of MAY, 2000.

My Commission expires: \_\_\_\_\_



[Signature]  
Notary Public

This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

90 BEAVER DRIVE DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



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

Attorney for Plaintiff

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

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801  
and  
Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Clearfield County  
Court of Common Pleas

I hereby certify this to be a true  
and correct copy of the original  
submitted to the court.

NOV 10 2004

Attest:

Clerk of Courts

Number 04-1793-CD

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

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

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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.

Clarence E. Fye, Jr. a/k/a Clarence  
E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Number

and

Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

**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 Clarence E. Fye, Jr. a/k/a Clarence E. Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

3. The Defendant is Janice M. Fye a/k/a Janice Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

4. On 05/30/2000, 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 as Instrument Number 20007656.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1493 Treasure Lake, Du Bois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/05/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

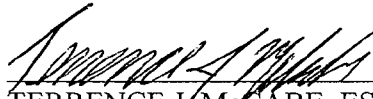
7. The following amounts are due on the mortgage:

Principal Balance	\$	73,176.43
Interest through 11/08/2004 (Plus \$ 24.55 per diem thereafter)	\$	12,102.73
Attorney's Fee	\$	3,658.82
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	89,487.98

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


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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$89,487.98, together with interest at the rate of \$24.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA \_\_\_\_\_, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

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

711723

# MORTGAGE

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

THIS MORTGAGE is made this day 30TH of MAY 2000, between the Mortgagor, CLARENCE E. FYE AND JANICE M. FYE, SON AND MOTHER

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,000.29, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 30, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 30, 2030;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD 0, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: LOCATION SANDY TOWNSHIP, H & L 87 SECTION 2. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/22/1996 AND RECORDED 11/01/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1800 AND PAGE 43. TAX MAP OR PARCEL ID NO.: 128-002-2-87-21

## Exhibit A

01-07-00 MTG

PA001281



\*F90571B41K92MTG8000PA001281F\*\*FYE

\* FILE COPY

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.

PA001282

01-07-00 MTG

**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.

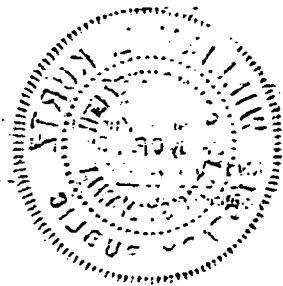
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

Clarence E. Fye  
CLARENCE E FYE -Borrower

Janice M Fye  
JANICE M FYE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

90 BEAVER DRIVE DUBOIS, PA 15801  
On behalf of the Lender. By: WILLIAM L KURTZ Title: MANAGER  
County ss: \_\_\_\_\_

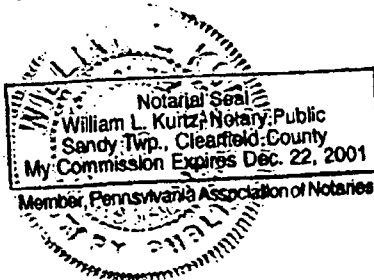
COMMONWEALTH OF PENNSYLVANIA,

I, WILLIAM L KURTZ, a Notary Public in and for said county and state, do hereby certify that

CLARENCE E FYE AND JANICE M FYE  
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 30TH day of MAY, 2000.

My Commission expires: \_\_\_\_\_



[Signature]  
Notary Public

This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

90 BEAVER DRIVE DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



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

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

FYE, CLARENCE E. JR. a/k/a CLARENCE E. FYE a/

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16604

04-1793-CD

**AMENDED  
SHERIFF RETURNS**

NOW DECEMBER 28, 2004 FILED AMENDED RETURN DUE TO INCORRECT SPELLING OF  
DEFENDANTS NAME FROM CLARENE TO CLARENCE.

**Return Costs**

Cost	Description
------	-------------

Sworn to Before Me This

29 Day Of December 2004  
William A. Shaw

So Answers,

Chester A. Hawkins  
by Nancy L. Harris  
Chester A. Hawkins  
Sheriff

**FILED**

DEC 29 2004

William A. Shaw  
Prothonotary

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

BENEFICIAL CONSUMER DISCOUNT COMPANY

Sheriff Docket # 16604

VS.

04-1793-CD

FYE, CLARENE E. JR. a/k/a CLARENCE E. FYE a/

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW DECEMBER 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CLARENCE E.  
FYE JR. a/k/a CLARENCE E. FYE and JANICE M. FYE a/k/a JANICE FYE, DEFENDANTS.  
HOUSE IS EMPTY AT 1493 TREASURE LAKE, DUBOIS, PA.

**Return Costs**

Cost	Description
33.25	SHERIFF HAWKINS PAID BY: ATTY CK# 50895
20.00	SURCHARGE PAID BY: ATTY CK# 50894

**Sworn to Before Me This**

23<sup>rd</sup> Day Of Dec 2004

William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
by Maule & Harter

Chester A. Hawkins  
Sheriff

**FILED**

019.00/01  
DEC 23 2004

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

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL MORTGAGE:	:	COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
v.	:	
CLARENCE E. FYE, JR. a/k/a	:	
CLARENCE E. FYE	:	
and	:	NUMBER 04-1793-CD
JANICE M. FYE a/k/a JANICE FYE	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in  
the above-captioned matter.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED**

*M 1:20 PM Rec'd 7:00  
3 Reinstated Compl.  
to atty McCabe*  
DEC 30 2004

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

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

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801  
and  
Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Clearfield County  
Court of Common Pleas

FILED

130  
NOV 10 2004

William A. Shaw  
Prothonotary/Clerk of Courts

12-30-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Will. A. Shaw  
Deputy Prothonotary

Number 04-1793-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.

Clarence E. Fye, Jr. a/k/a Clarence  
E. Fye  
1493 Treasure Lake  
Du Bois, PA 15801

Number

and

Janice M. Fye a/k/a Janice Fye  
1493 Treasure Lake  
Du Bois, PA 15801

**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 Clarence E. Fye, Jr. a/k/a Clarence E. Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

3. The Defendant is Janice M. Fye a/k/a Janice Fye, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1493 Treasure Lake, Du Bois, PA 15801.

4. On 05/30/2000, 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 as Instrument Number 20007656.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1493 Treasure Lake, Du Bois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/05/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

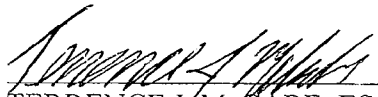
7. The following amounts are due on the mortgage:

Principal Balance	\$	73,176.43
Interest through 11/08/2004 (Plus \$ 24.55 per diem thereafter)	\$	12,102.73
Attorney's Fee	\$	3,658.82
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	89,487.98

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

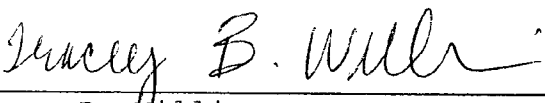
9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$89,487.98, together with interest at the rate of \$24.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage Co. of PA \_\_\_\_\_, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

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

711723

# MORTGAGE

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

THIS MORTGAGE is made this day 30TH of MAY 2000, between the Mortgagor, CLARENCE E. FYE AND JANICE M. FYE, SON AND MOTHER

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,000.29, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 30, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 30, 2030;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD O, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: LOCATION SANDY TOWNSHIP, H & L 87 SECTION 2. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/22/1996 AND RECORDED 11/01/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1800 AND PAGE 43. TAX MAP OR PARCEL ID NO.: 128-002-2-87-21

## Exhibit A

01-07-00 MTG

PA001281



\*F90571841K92MTG8000PA001281F\*\*FYE

\* FILE COPY

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.

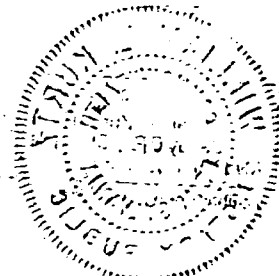
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

CLARENCE E FYE  
CLARENCE E FYE -Borrower

JANICE M FYE  
JANICE M FYE -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

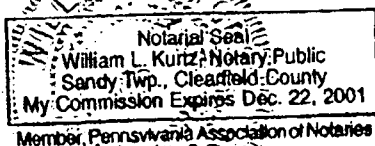
90 BEAVER DRIVE DUBOIS, PA 15801  
On behalf of the Lender. By: WILLIAM L KURTZ Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA, County ss:

I, WILLIAM L KURTZ, a Notary Public in and for said county and state, do hereby certify that  
CLARENCE E FYE AND JANICE M FYE  
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 30TH day of MAY, 2000.

My Commission expires:



[Signature]  
Notary Public

This instrument was prepared by:

BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

90 BEAVER DRIVE DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

Date: 11/10/2004

Clearfield County Court of Common Pleas

NO. 1890249

Time: 01:29 PM

Receipt

Page 1 of 1

Received of: McCabe, Terrence J. Esq (attorney for Beneficial C

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-01793-CD

Plaintiff: Beneficial Consumer Discount Company

Amount

Civil Complaint

85.00

**Total:**

**85.00**

Check: 50893

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 85.00

By: \_\_\_\_\_

Deputy Clerk

Clerk: BHUDSON

Duplicate

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100122  
NO: 04-1793-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY  
vs.  
DEFENDANT: CLARENCE E. FYE JR. a/k/a CLARENCE E. FYE and JANICE M. FYE a/k/a JANICE FYE

**SHERIFF RETURN**

---

NOW, January 14, 2005 AT 1:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CLARENCE E. FYE JR. a/k/a CLARENCE E. FYE DEFENDANT AT 323 S. MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANICE FYE, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

**FILED**

FEB 09 2005

0/3:00/6

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100122  
NO: 04-1793-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY  
vs.  
DEFENDANT: CLARENCE E. FYE JR. a/k/a CLARENCE E. FYE and JANICE M. FYE a/k/a JANICE FYE

**SHERIFF RETURN**

---

NOW, January 14, 2005 AT 1:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JANICE M. FYE a/k/a JANICE FYE DEFENDANT AT 323 S. MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANICE FYE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100122  
NO: 04-1793-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY  
vs.  
DEFENDANT: CLARENCE E. FYE JR. a/k/a CLARENCE E. FYE and JANICE M. FYE a/k/a JANICE FYE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	53503	20.00
SHERIFF HAWKINS	MCCABE	53502	39.76

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-1793-CD

NO.

TERM

Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Clarence E. Fye, Jr., a/k/a Clarence  
E. Fye and Janice M. Fye a/k/a Janice Fye  
\_\_\_\_\_ Of defendant(s) and

3. Against the following property in the hands of (name) \_\_\_\_\_  
Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye  
a/k/a Janice Fye

4. And index this writ;

(a) against Clarence E. Fye, Jr., a/k/a Clarence E. Fye and  
Janice M. Fye a/k/a Janice Fye Defendant(s) and

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

As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, 1493 Treasure Lake Dubois, PA 15801

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due

Interest from 2/23/05 to sale date

\$15.13 per day

Costs (to be added)

Prothonotary costs \$ 132.00

*Terrence J. McCabe*

TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff(s)

FILED

FEB 25 2006

W/3301

William A. Shaw

Prothonotary/Clerk of Courts

1 cert to Atty

2 cert w/6 min to

\$ 92,065.73

SHN

04-1793-CD

NO. 1 TERM

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

NO. TERM  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

VS.

Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

**Præcipe for Writ of  
Execution**

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 92,065.73

INTEREST FROM \$15.13 per  
2/23/05 to sale day  
date

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

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

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

### LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 87, Section No. 2, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

BEING the same premises which David W. Kotyk and Rene Kotyk, his wife, by Deed dated October 22, 1996 and recorded November 1, 1996 in Deed Book 1800, Page 43 granted and conveyed unto Clarence E. Fye and Janice M. Fye, son and mother, in fee.

Being Parcel No. 128-002-2-87-21

Being Known As: 1493 Treasure Lake Dubois, PA 15801

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

Beneficial Consumer Discount Company,  
Beneficial Mortgage Company of Pennsylvania,

Vs.

NO.: 2004-01793-CD

Clarence E. Fye,  
Janice M. Fye,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, , Plaintiff(s) from CLARENCE E. FYE, JANICE M. FYE, , Defendant(s):

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

(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: \$92,065.73

PAID: \$132.00

INTEREST: Interest from 2/23/05 to sale date \$15.13  
per day.

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/25/2005



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 Street  
Philadelphia, PA 19109  
215-790-1010

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Being Parcel No. 128-002-2-87-21

Being Known As: 1493 Treasure Lake Dubois, PA 15801

MCCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Beneficial Consumer Discount  
Company d/b/a Beneficial  
Mortgage Company of  
Pennsylvania  
vs.  
Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 04-1793-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 1493 Treasure Lake Dubois, PA 15801, a ccpy 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
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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

Name	Address
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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.

Dubois Regional Medical Center	100 Hospital Avenue Dubois, PA 15801
-----------------------------------	---

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

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

Treasure Lake Property Owners Association, Inc.	13 Treasure Lake Dubois, PA 15801 Attn: Raymond E. Donati
--	---

Treasure Lake Property Owners Association, Inc.	13 Treasure Lake Dubois, PA 15801 Attn: Charlotte Anderson.
--	---

Treasure Lake Property Owners Association, Inc.	13 Treasure Lake Dubois, PA 15801 Attn: Greg Yutzey
--	---

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)	1493 Treasure Lake Dubois, PA 15801
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105
Commonwealth Of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwelth Of Pennsylvania Bureau of Individual Tax	Inheritance Tax Division 6th Fl. Strawberry Sq. Dept. #280601 Harrisburg, PA 17128
Dept. Of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105

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

February 22, 2005

DATE

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

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4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

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Being Parcel No. 123-002-2-87-21

Being Known As: 1493 Treasure Lake Dubois, PA 15801

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830  
William A. Shaw  
Prothonotary

To: Clarence E. Fye, Jr., a/k/a Clarence E. Fye  
323 South Main Street  
Dubois, PA 15801

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-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

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

FILED  
FEB 25 2005  
m/2:55/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE TO DEFENDANT  
STAMPED TO FILE

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: Janice M. Fye a/k/a Janice Fye  
323 South Main Street  
Dubois, PA 15801

Beneficial Consumer Discount  
Company d/b/a Beneficial  
Mortgage Company of  
Pennsylvania  
vs.  
Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
  
NUMBER: 04-1793-CD

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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

  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.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

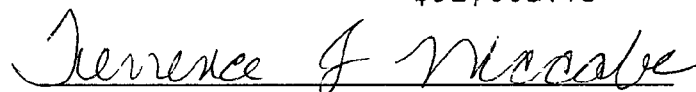
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

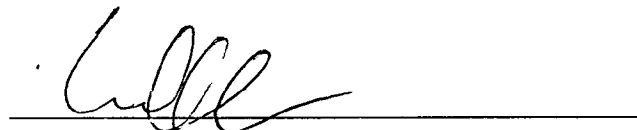
Principal	\$89,487.93
Interest from 11/9/04 to 2/22/05	<u>\$ 2,577.75</u>
TOTAL	\$92,065.73



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this                      day of                      , 2005,  
  
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye and damages are assessed in the amount of \$92,065.73, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

vs.

Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 04-1793-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:

Clarence E. Fye, Jr.,  
a/k/a Clarence E. Fye

323 South Main Street  
Dubois, PA 15801

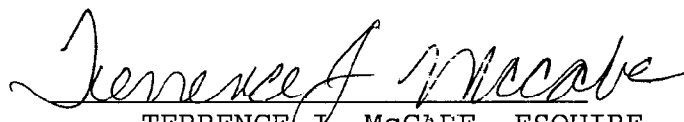
Janice M. Fye  
a/k/a Janice Fye

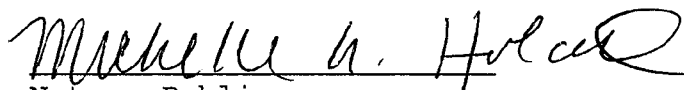
323 South Main Street  
Dubois, PA 15801

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 22nd DAY

OF February, 2005.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public

NOTARIAL SEAL  
MICHELLE A. HOLCIK, Notary Public  
Philadelphia, Phila. County  
Expires March 28, 2005

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

vs.

Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

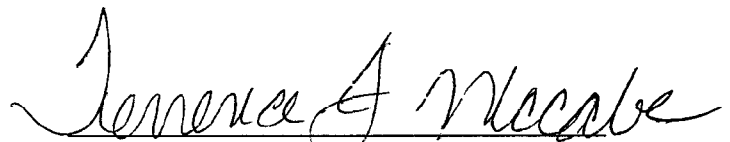
NUMBER: 04-1793-CD

CERTIFICATION

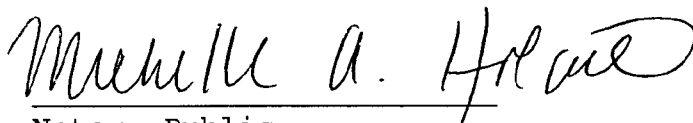
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 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 22nd DAY

OF February, 2005.

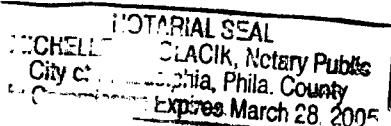


TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



Michelle A. Holc

Notary Public



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

**William A. Shaw  
Prothonotary**

February 8, 2005

To: Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
323 South Main Street  
Dubois, PA 15801

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

Clearfield County  
Court of Common Pleas

vs.

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
and  
Janice M. Fye a/k/a Janice Fye

Number 04-1793-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

---

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

TJM/rda

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

**William A. Shaw  
Prothonotary**

February 8, 2005

To: Janice M. Fye a/k/a Janice Fye  
323 South Main Street  
Dubois, PA 15801

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

vs.

Clarence E. Fye, Jr. a/k/a Clarence E. Fye  
and  
Janice M. Fye a/k/a Janice Fye

Clearfield County  
Court of Common Pleas

Number 04-1793-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

---

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

TJM/rda

VERIFICATION

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

  
TERRENCE J. McCABE, ESQUIRE

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

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

No.: 2004-01793-CD

Real Debt: \$92,065.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Clarence E. Fye  
Janice M. Fye  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 25, 2005

Expires: February 25, 2010

Certified from the record this February 25, 2005

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2<sup>nd</sup> day of May, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

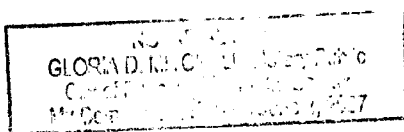
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 2<sup>nd</sup> DAY  
OF May, 2005.

Gloria D. Mitchell  
NOTARY PUBLIC



FILED NO  
MAY 12 2005 CC  
MAY 09 2005

William A. Shaw  
Prothoniary/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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-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 1493 Treasure Lake Dubois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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

Name	Address
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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.

Dubois Regional  
Medical Center

100 Hospital Avenue  
Dubois, PA 15801

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

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Raymond E. Donati

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Charlotte Anderson.

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Greg Yutzey

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)

1493 Treasure Lake  
Dubois, PA 15801

Domestic Relations.

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

Commonwealth of Pennsylvania,

Department of Welfare,

P.O. Box 2675,  
Harrisburg, PA 17105

Commonwealth Of Pennsylvania  
Inheritance Tax Office

1400 Spring Garden Street  
Philadelphia, PA 19130

Commonwealth Of Pennsylvania  
Bureau of Individual Tax

Inheritance Tax Division  
6th Fl. Strawberry Sq.  
Dept. #280601  
Harrisburg, PA 17128

Dept. Of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program

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

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.

May 2, 2005

\_\_\_\_\_  
DATE



\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

DATE: May 2, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Clarence E. Fye, Jr., a/k/a Clarence E. Fye and  
Janice M. Fye a/k/a Janice Fye

PROPERTY: 1493 Treasure Lake Dubois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on July 1, 2005 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Check type of mail or service:

☐ Certified ☐ COD ☐ Registered ☐ Recorded Delivery (International)

☐ Delivery Confirmation ☐ Return Receipt for Merchandise

☐ Express Mail ☐ Signature Confirmation

☐ Insured

☐ Express Mail  
☐ Insured  
☐ Signature Confirmation

[illegible]

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

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

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

Line	Article Number	Addressee Name, Street and PO Address	Postage	SH Fee	RD Fee	RR Fee
1	Beneficial v. Fye	Dubois Regional Medical Center 100 Hospital Avenue Dubois, PA 15801				
2		Treasure Lake Property Owners Association, Inc. 13 Treasure Lake Dubois, PA 15801				
3		Treasure Lake Property Owners Association, Inc. 13 Treasure Lake Dubois, PA 15801 Attn: Raymond E. Donati				
4		Treasure Lake Property Owners Association, Inc. 13 Treasure Lake Dubois, PA 15801 Attn: Charlotte Anderson				
5		Treasure Lake Property Owners Association, Inc. 13 Treasure Lake Dubois, PA 15801 Attn: Greg Yutzey				
6		Tenant(s) 1493 Treasure Lake Dubois, PA 15801				
7		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830				
8		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105				
9		Commonwealth Of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130				

1093 U.S. POSTAGE 10 22 12 57

1005 503 300 MAY 02 1991

1091 10109

10		Commonwealth Of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Fl. Strawberry Sq. Dept. #280601 Harrisburg, PA 17128																		
11		Dept. Of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105																		
12																				
13																				
14																				
15																				
Total Number of Pieces Listed by Sender 11			Total Number of Pieces Received at Post Office	<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of fungible documents under Express Mail document reconstruction insurance is \$500 per piece, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable on registered mail is \$500 per piece. Documents and parcels sent by registered mail are covered for loss or damage only. Registered mail is not covered for theft or damage. Registered mail is not covered for loss or damage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p>																

Complete by Typewriter, Ink, or Ball Point Pen

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff  
in the within matter, hereby certify that on the 11<sup>TH</sup> day of  
May, 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".

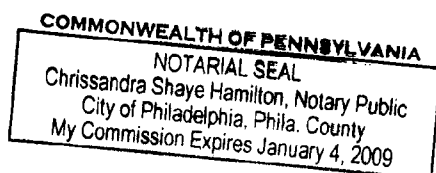
Copies of the letter and certificate of mailing are also  
attached hereto, made a part hereof and marked as Exhibit "B."

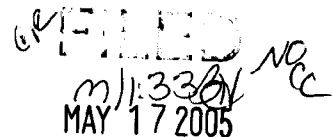


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 11<sup>TH</sup> DAY  
OF May, 2005.

  
NOTARY PUBLIC





William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

**Exhibit A**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1493 Treasure Lake Dubois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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

Name	Address
Clarence E. Fye, Jr., a/k/a Clarence E. Fye	323 South Main Street Dubois, PA 15801
Janice M. Fye a/k/a Janice Fye	323 South Main Street Dubois, PA 15801

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.

Dubois Regional  
Medical Center

100 Hospital Avenue  
Dubois, PA 15801

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

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Raymond E. Donati

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Charlotte Anderson.

Treasure Lake Property  
Owners Association, Inc.

13 Treasure Lake  
Dubois, PA 15801  
Attn: Greg Yutzey

## Exhibit

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)

1493 Treasure Lake  
Dubois, PA 15801

Domestic Relations.

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

Commonwealth of Pennsylvania,

Department of Welfare,

P.O. Box 2675,  
Harrisburg, PA 17105

Commonwealth Of Pennsylvania  
Inheritance Tax Office

1400 Spring Garden Street  
Philadelphia, PA 19130

Commonwelth Of Pennsylvania  
Bureau of Individual Tax

Inheritance Tax Division  
6th Fl. Strawberry Sq.  
Dept. #280601  
Harrisburg, PA 17128

Dept. Of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program

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

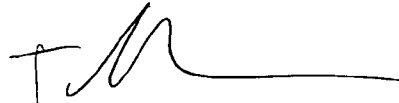
Linda B Smyers

21 West Main Street  
Brookville, PA 15825

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.

May 11, 2005

DATE



TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**Exhibit A**

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

Attorney for Plaintiff

EXHIBIT B

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

DATE: May 11, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Clarence E. Fye, Jr., a/k/a Clarence E. Fye and  
Janice M. Fye a/k/a Janice Fye

PROPERTY: 1493 Treasure Lake Dubois, PA 15801

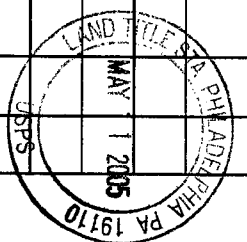
IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on July 1, 2005 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

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

1864 U.S. POSTAGE PB2232577  
7080 \$00.90 MAY 11 05  
0491 MAY 11 19109



Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge
1	Beneficial v. Fye	Linda B. Smyers 21 West Main Street Brookville, PA 15825			
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		
1					

0491 MAY 11 05 19109

This full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of lost or damaged documents under business correspondence insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged as a single catastrophe occurrence. The maximum indemnity payable for insured parcels is \$500 per piece. The maximum indemnity payable for insured mail is \$2,000 for registered mail, \$500 for Standard Mail (A) and Standard Mail (B), and \$250 for International Mail Manual for limitation of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B). Insured items must be properly packaged.

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

MOTION COURT COVER SHEET

TYPE OF MOTION BEING FILED: MOTION FOR ALTERNATIVE SERVICE

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

FILED<sup>60</sup>  
JUL 19 2005  
William A Shaw  
Prothonotary/Clerk of Courts  
P. Smith

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

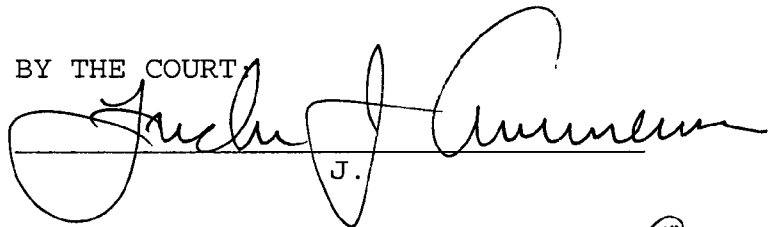
Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

O R D E R

AND NOW, this 19<sup>th</sup> day of July, 2005,  
the Plaintiff is granted leave to serve the Notice of Sheriff's  
Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E.  
Fye, by regular mail; by certified mail, return receipt requested  
to the Defendant's last-known address of 196 Keen Court Dr.,  
Dubois, PA 15801; and further, by posting of the Notice by the  
Sheriff of Clearfield County at Defendant's mortgaged premises  
known in this herein action as 1493 Treasure Lake, Dubois, PA  
15801.

BY THE COURT

  
J.

FILED<sup>100</sup>  
019:4631 Amy P. Smith  
JUL 19 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

MOTION TO ALLOW SERVICE ON THE DEFENDANT  
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING  
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Per Plaintiff's conversation with the Clearfield County Sheriff's Office, the Sheriff stated they were unable to serve true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, at the address of 323 S. Main Street, Dubois, PA 15801 as the Defendant moved, leaving no forwarding address.

2. Per Plaintiff's conversation with the Sheriff of Clearfield County, the Sheriff served co-defendant, Janice M. Fye a/k/a Janice Fye with the Notice of Sheriff's Sale at 213 Sher De Lin Road, Dubois, PA 15801. The Sheriff then was advised by the cc-defendant that the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, does not reside there.

3. Plaintiff attempted to serve a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye at 196 Keen Court Dr., Dubois, PA 15801. However, the Sheriff advised that the Defendant does not live there. A copy of the Sheriff's Non Service Return indicating the same is attached hereto and marked as Exhibit "A."

4. Plaintiff has searched for a forwarding address for the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, and the Postal Authority has advised the Defendant's mail is delivered to 213 Sher De Lin Road, Dubois, PA 15801 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

5. Plaintiff has investigated the Defendant's Voter Registration Record, and the Clearfield County Election Office advised that they have a Clarence E. Fye, Jr., a/k/a Clarence E. Fye, whose is registered to vote at 196 Keen Court Dr., Dubois, PA 15801 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

6. Plaintiff has inquired with local directory and 411 assistance for an address for Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, and he is not listed in or around the Dubois area (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

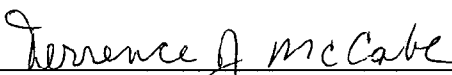
7. Plaintiff contacted neighbor: F.C. Luther, 321 S. Main St., (814) 371-6425, adult female stated she doesn't know the Defendant. The last occupants living at 323 S. Main St. were the

Holenbaughs (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. Plaintiff has made inquiry with the Social Security Administration and was advised that they do not have death records on file for the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, under his social security numbers (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

9. If service cannot be made on the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing Plaintiff leave to serve the Notice of Sheriff's Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, by regular mail; by certified mail, return receipt requested to the Defendant's last-known address of 196 Keen Court Dr., Dubois, PA 15801; and further, by posting of the Notice by the Sheriff of Clearfield County at Defendant's mortgaged premises known in this herein action as 1493 Treasure Lake, Dubois, PA 15801.

  
TERRENCE J. MCCABE, ESQUIRE

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his/her whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

vs.

Clarence E. Fye, Jr., a/k/a  
Clarence E. Fye and Janice M.  
Fye a/k/a Janice Fye

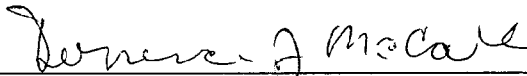
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 04-1793-CD

CERTIFICATION OF SERVICE


I, Terrence J. McCabe, Esquire, attorney for the Plaintiff,  
hereby certify that I served a true and correct copy of the  
foregoing Petition to Allow Service on the Defendants by Regular  
Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by  
United States Mail, first class, postage prepaid, on the 13<sup>th</sup>  
day of July, 2005, upon the following:

Clarence E. Fye, Jr.,  
a/k/a Clarence E. Fye  
196 Keen Court Dr.  
Dubois, PA 15801

  
TERRENCE J. McCABE, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20111

DEPUTY RECEIVED: April 25, 2005

DEFENDANT(S): CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE

ADDRESS: 323 SOUTH MAIN STREET  
DUBOIS, PA 15801

196 King Court Drive  
Dubois, PA 15801

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: May 20, 2005

DATE SERVED, POSTED OR LEVIED: TIME:

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED / POSTED (ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS 4-26-05 N/H NOTE 4-27-05 N/H

5/6/05 - 11:18 AM - N/H

25-11-05 N/H

SPECIAL DIRECTIONS:

NO 04-793-CD  
CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE AND JANICE M. FYE A/K/A JANICE FYE

SERVED, POSTED OR LEVIED ON BY:

NOTES: DOES NOT LIVE THERE NO FORWARD

Exhibit A

LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.  
P.O. BOX 3221  
WARMINISTER, PA 18974  
(215) 442-5668  
(215) 442-9727 FAX

Beneficial Consumer Discount Company d/b/a : COURT OF COMMON PLEAS  
Beneficial Mortgage Co. of Pennsylvania : CLEARFIELD COUNTY

VS.

CLARENCE E. FYE, JR. a/k/a CLARENCE E. FYE : NO. 04-1793-CD

LAST KNOWN ADDRESS: 323 S. Main, DuBois, PA 15801

LOAN NUMBER: 5-2846PA

**AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)**

I hereby certify that on June 2, 2005, a good faith effort was made to discover the correct address of said defendant (s), by:

**1. Inquiry of Postal authority;**

Postal authority states defendant's mail is delivered to 213 Sher De Lin Rd., Dubois, PA 15801

**2. Examination of local telephone directories and 411 assistance;**

There are no listings for the defendant in or around the Dubois area.

**3. Neighbor Contacts:**

F.C. Luther, 321 S. Main St., (814) 371-6425, adult female stated she doesn't know the defendant. The last people living at 323 were the Hohenbaugh's

**4. Tax Information:**

- Tax office has mailing address as 213 Sher De Lin Rd., Dubois, PA 15801

**5. Death Records:**

- Social Security has no death records for the defendant under his SSN.

**6. Voter Registration:**

Clarence is registered at 196 Keen Court Dr., Dubois, PA 15801.

I certify that this information is true and correct to the best of my knowledge, information and belief.

NOTARY PUBLIC:

Sworn to and described

before me this 13th day

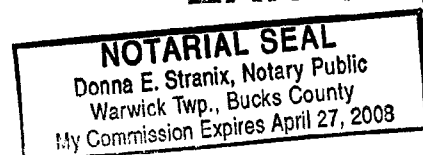
of June 2005.

*Donna E. Stranix*

BY: 

Larry Del Vecchio, Process Server

**Exhibit B**



**LARRY DEL VECCHIO**  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

June 2, 2005

Postmaster  
Dubois, PA 15801

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Clarence E. Fye, Jr.  
Address: 213 Sher De Lin Rd.  
Dubois, PA 15801


*Delivered AS  
Addressed*

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Beneficial CDC v. Clarence E. Fye, Jr. & Janice M. Fye
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
04-1793-CD
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSEPCTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR INPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

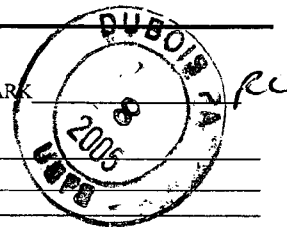
P.O. Box 3221  
Warminster, PA. 18974

**FOR THE POST OFFICE USE ONLY**

NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK



**LARRY DEL VECCHIO**  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

June 2, 2005

Postmaster  
Dubois, PA 15801

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Clarence E. Fye, Jr.  
Address: 323 S. Main St.  
Dubois, PA 15801

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

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3. The names of all known parties to this litigation:  
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4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
04-1793-CD
6. The capacity in which this individual is to be served:  
Defendant(s)

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I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

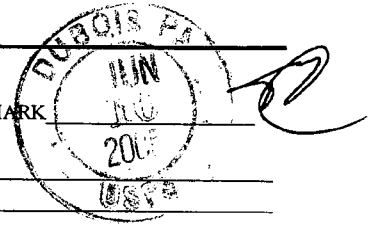
  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

P.O. Box 3221  
Warminster, PA. 18974

**FOR THE POST OFFICE USE ONLY**  
NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK



**LARRY DEL VECCHIO**  
**PROCESS SERVER FOR**  
**MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

June 2, 2005

Postmaster  
Dubois, PA 15801

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

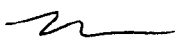
Name: Clarence E. Fye, Jr.  
Address: 1493 Treasure Lake  
Dubois, PA 15801

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

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2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Beneficial CDC v. Clarence E. Fye, Jr. & Janice M. Fye
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
04-1793-CD
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

P.O. Box 3221  
Warminster, PA. 18974

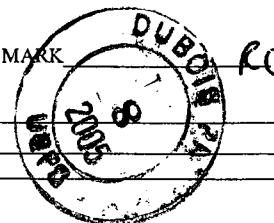
**FOR THE POST OFFICE USE ONLY**

NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

moved left no forward

POST MARK



**LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

June 2, 2005

Postmaster  
Dubois, PA 15801

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:


Name: Clarence E. Fye, Jr.  
Address: 196 Keen Ct. Dr.  
Dubois, PA 15801

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Beneficial CDC v. Clarence E. Fye, Jr. & Janice M. Fye
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
04-1793-CD
6. The capacity in which this individual is to be served:  
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LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

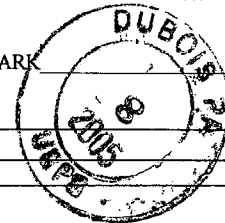
P.O. Box 3221  
Warminster, PA. 18974

**FOR THE POST OFFICE USE ONLY**

NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK



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

Attorney for Plaintiff

FILED No cc  
m.h.05/21  
SEP 09 2005  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA:

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on July 20, 2005 per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of 196 Keen Court Drive, Dubois, PA 15801. True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A."

3. Per a conversation with the Sheriff of Clearfield County ,that on August 2, 2005, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E. Fye by posting the same at the mortgage premises of 1493 Treasure Lake, Dubois, PA 15801.

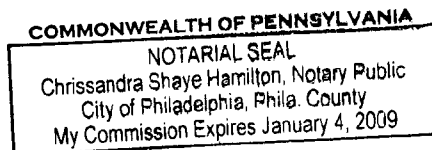
  
TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 7<sup>th</sup> DAY

OF SEPTEMBER, 2005

  
NOTARY PUBLIC



From:

07/20/2005 08:47 #012 P.003/003

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1793-CD
--	--

ORDER

AND NOW, this 19<sup>th</sup> day of July, 2005,  
the Plaintiff is granted leave to serve the Notice of Sheriff's  
Sale upon the Defendant, Clarence E. Fye, Jr., a/k/a Clarence E.  
Fye, by regular mail; by certified mail, return receipt requested  
to the Defendant's last-known address of 196 Keen Court Dr.,  
Dubois, PA 15801; and further, by posting of the Notice by the  
Sheriff of Clearfield County at Defendant's mortgaged premises  
known in this herein action as 1493 Treasure Lake, Dubois, PA  
15801.

BY THE COURT:  
/s/ Fredric J. Ammerman

J.

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

JUL 19 2005

Attest.

*Leah A. R...*  
Prothonotary/  
Clerk of Courts

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

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
MONICA G. CHRISTIE +  
ANDREW L. MARKOWITZ  
FRANK DUBIN  
BRENDA L. BROGDON\*  
SEAN GARRETT\*+  
BONNIE DAHL\*  
SVEN E. PFAHLERT\*  
SCOTT TAGGART\*  
CATANIA TRIGO^  
CARLA FARALDO^

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

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

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

Of Counsel  
JOSEPH F. RIGA\*  
LISA L. WALLACE†

July 20, 2005

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
\*\* Licensed in PA & NM  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
^ Licensed in NY  
‡ Managing Attorney for NJ  
+ Managing Attorney for NY

Clarence E. Fye, Jr.,  
a/k/a Clarence E. Fye  
196 Keen Court Drive  
Dubois, PA 15801

RE: Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr.,  
a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye  
Clearfield County; CCP; Number 04-1793-CD

Dear Mr. Fye:

Enclosed please find Notice of Sheriff's Sale of Real  
Property relative to the above-captioned matter.

Very truly yours,

TERRENCE J. McCABE

TJM/mgl

Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NO. 7004-1160-0002-3879-0660  
RETURN RECEIPT REQUESTED

**Exhibit A**

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
Attn: **Michelle Glynn**

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

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

Line	Article Number	Addressee Name, Street and PO Address	Po sta ge	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 Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Clarence E. Fye, Jr., a/k/a Clarence E. Fye and Janice M. Fye a/k/a Janice Fye	Clarence E. Fye, Jr., a/k/a Clarence E. Fye 196 Keen Court Drive Dubois, PA 15801											

U.S. Postal Service<sup>TM</sup> RECEIPT  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent to  
Clarence E. Fye, Jr. & Janice M. Fye  
Street, Apt. No.,  
or PO Box No.,  
City, State, ZIP+4<sup>®</sup>  
Dubois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

Sender  
1  
at Post Office

Name of receiving employee)

The full declaration of value is required on all domestic and international mail insured for more than \$500. The maximum indemnity payable for the reconstruction of nonnegotiable documents in a single catastrophic occurrence is \$500. The maximum merchandise insurance is \$500, but optional Express Mail Service \$5,000 to some, but not all countries. The maximum indemnity payable for international mail insured for more than \$500 is \$50,000. For limitations of coverage on international mail insured for more than \$500, see the International Mail Manual for limitations of coverage on international mail insured for more than \$500.



UNITED STATES POSTAGE  
PITNEY BOWLES  
\$ 00.90<sup>00</sup>  
02 1A  
0004396337 JUL 20 2005  
MAILED FROM ZIP CODE 19109

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20111

NO: 04-1793-CD

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

vs.

DEFENDANT: CLARENCE E. FYE, JR. A/K/A CLEARENCE E. FYE AND JANIECE M. FYE A/K/A JANICE FYE

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 02/28/2005

LEVY TAKEN 04/26/2005 @ 1:05 PM

POSTED 04/26/2005 @ 1:05 PM

SALE HELD 10/07/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/17/2005

DATE DEED FILED 11/17/2005

PROPERTY ADDRESS 1493 TREASURE LAKE, LOT. 87, SEC NO. 2 DUBOIS , PA 15801

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

**FILED**  
013:14/51  
NOV 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20111

NO: 04-1793-CD

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

vs.

DEFENDANT: CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE AND JANIECE M. FYE A/K/A JANICE FYE

Execution REAL ESTATE

**SHERIFF RETURN**

**SERVICES**

@  
RESIDENCE EMPTY

SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE

05/12/2005 @ 12:00 PM  
RESIDENCE EMPTY

SERVED JANICE M. FYE A/K/A JANICE FYE

@  
SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE  
SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE BY CERT & REG MAIL TO 196 KEEN COURT DRIVE CERT # 70033110000193801210. RETURNED UNCLAIMED 8/5/05 TO SHERIFF'S OFFICE.

05/12/2005 @ 12:00 PM

SERVED JANICE M. FYE A/K/A JANICE FYE

SERVED JANICE M. FYE A/K/A JANICE FYE, DEFENDANT, AT HER RESIDENCE 213 SHER DE LIN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JANICE M. FYE

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

@  
SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE  
SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE BY REG. AND CERT MAIL TO 1493 TREASURE LAKE, DUBOIS, PA. CERT #70033110000193801234 RETURNED TO THE SHERIFF'S OFFICE ON 8/5/05. REGULAR MAIL RETURNED 8/8/05

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

08/02/2005 @ 1:50 PM

SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE

RE-POSTED THE PROPERTY PER COURT ORDER.

08/01/2005 @

SERVED CLARENCE E. FYE, JR. A/K/A

SERVED CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE, DEFENDANT, PER COURT ORDER AT 196 KEEN COURT DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY REG AND CERT MAIL. REG MAIL RETURNED UNCLAIMED 8/9/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20111

NO: 04-1793-CD

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

vs.

DEFENDANT: CLARENCE E. FYE, JR. A/K/A CLEARENCE E. FYE AND JANIECE M. FYE A/K/A JANICE FYE

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$359.41

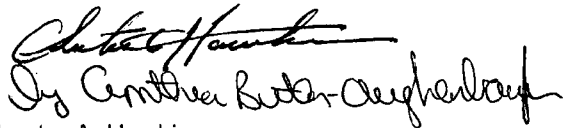
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

Beneficial Consumer Discount Company,  
Beneficial Mortgage Company of Pennsylvania,

Vs.

NO.: 2004-01793-CD

Clarence E. Fye,  
Janice M. Fye,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, , Plaintiff(s) from CLARENCE E. FYE, JANICE M. FYE, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Legal Discription
- (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: \$92,065.73

PAID: \$132.00

INTEREST: Interest from 2/23/05 to sale date \$15.13  
per day.

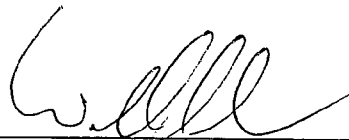
SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/25/2005



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 28<sup>th</sup> day  
of February A.D. 2005  
At 3:30 A.M./P.M.

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

Chester A. Hanks  
Sgt Cynthia Butler-Aughenbaugh

### LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 87, Section No. 2, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

BEING the same premises which David W. Kotyk and Rene Kotyk, his wife, by Deed dated October 22, 1996 and recorded November 1, 1996 in Deed Book 1800, Page 43 granted and conveyed unto Clarence E. Fye and Janice M. Fye, son and mother, in fee.

Being Parcel No. 128-002-2-87-21

Being Known As: 1493 Treasure Lake Dubois, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE

NO. 04-1793-CD

NOW, November 17, 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 October 07, 2005, I exposed the within described real estate of Clarence E. Fye, Jr. A/K/A Clarence E. Fye And Janiece M. Fye A/K/A Janice Fye to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	15.39
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	76.95
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$359.41</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	92,065.73
INTEREST @ 15.1300 %	3,419.38
FROM 02/23/2005 TO 10/07/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$95,525.11</b>

**COSTS:**

ADVERTISING	343.54
TAXES - COLLECTOR	1,399.77
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	359.41
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,589.72</b>

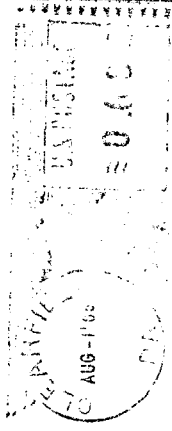
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

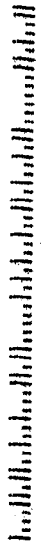
60 18/105



CLARENCE E. FYE, JR. A/K/A  
CLARENCE E. FYE  
1493 TREASURE LAKE  
DUBOIS, PA

FYE-493 158012016 1505 02 06/04/05  
RETURN TO SENDER  
FYE  
MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

15801+9039-9318869/2435



**CERTIFIED MAIL**  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

CLARENCE E. FYE, JR. A/K/A  
CLARENCE E. FYE  
1493 TREASURE LAKE  
WIRTS PA 15801

**2. Article Number**  
(Transfer from service label)

7003 3110 0001 9380 1234

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <b>X</b>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

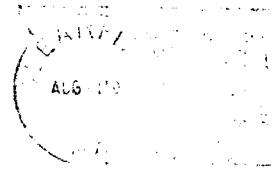




CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 1234



MCNF

CLARENCE E. FYE, JR. A/K/A  
CLARENCE E. FYE  
1493 TREASURE LAKE

☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/ STREET  
☒ NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

☐ OTHER

**RTS**  
RETURN TO SENDER

7003 3110 0001 9380 1234

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Sent To

Street, Apt. No., or PO Box No.	CLARENCE E. FYE, JR. A/K/A CLARENCE E. FYE
City, State, ZIP+4	1493 TREASURE LAKE DUBOIS, PA 15801

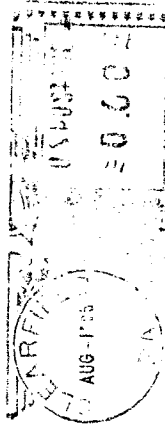
PS Form 3800, June 2002 See Reverse for Instructions

CLEARFIELD PA 16830  
AUG 1 2005  
Postmark Here  
USPS



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

8/1/05



CLARENCE E. FYE, JR. A/K/A  
CLARENCE E. FYE  
196 KEEN COURT DRIVE  
DUBOIS, PA

FYE-196 150012002 1505 03 08/05/05  
FYE RETURN TO SENDER  
MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

16830/2434

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**POSTNET**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

CLARENCE E. FYE, JR. A/K/A  
CLARENCE E. FYE  
196 KEEN COURT DRIVE  
MIRNIS PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

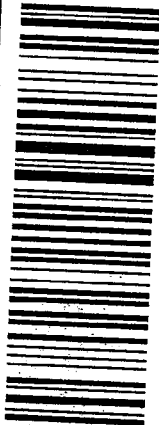
3. Service Type	
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	7003 3110 0001 9380 1210
PS Form 3811, February 2004	Domestic Return Receipt
	102595-02-M-1540





CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 1210

MUN



CLARENCE E. FYE, JR. A/K/A

CLARENCE E. FYE

1 A C S

- ☐ INSUFFICIENT ADDRESS
- ☐ ATTEMPTED NOT KNOWN
- ☐ NO SUCH NUMBER/ STREET
- ☐ NOT DELIVERABLE AS ADDRESSED
- ☐ UNABLE TO FORWARD
- ☐ OTHER

**RTS**  
RETURN TO SENDER

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To

CLARENCE E. FYE, JR. A/K/A  
Street, Apt. No.: CLARENCE E. FYE  
or PO Box No. 196 KEEN COURT DRIVE  
City, State, Zip+4 CLEARFIELD PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

7003 3110 0001 9380 1210

## LAW OFFICES

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

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 RITA C. BUSCHER\*†  
 MONICA G. CHRISTIE ††  
 FRANK DUBIN  
 BRENDA L. BROGDON\*  
 SEAN GARRETT\*+  
 BETH L. THOMAS  
 LAURENCE R. CHASHIN\*  
 SVEN E. PFAHLERT\*  
 JOSEPH VACCARO\*  
 MICHELE DELILLE^  
 CATANIA TRIGO^

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

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

SUITE 205  
 13 WEST 36<sup>TH</sup> STREET  
 NEW YORK, NY 10018  
 (917) 351-1188  
 FAX (917) 351-0363

JOSEPH F. RJGA\*  
Of Counsel

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 \*\*\* Licensed in PA & NM  
 † Licensed in PA, NJ & NY  
 †† Licensed in NY & CT  
 ^ Licensed in NY  
 + Managing Attorney for NJ  
 + Managing Attorney for NY

June 27, 2005

**Via Facsimile**

Sheriff of Clearfield County  
 1 North 2<sup>nd</sup> Street  
 Suite 116  
 Clearfield, PA 16830

**Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company  
 of Pennsylvania vs. Clarence E. Fye, Jr. a/k/a Clarence E. Fye and Janice  
 M. Fye a/k/a Janice Fye  
 C.C.P. Clearfield County, No. 04-1793-CD  
 Premises: 1493 Treasure Lake, Dubois, PA 15801  
Date of Sheriff's Sale: July 1, 2005**

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the July 1, 2005 Sheriff's Sale. I am requesting at this time that you postpone this matter to the October 7, 2005 Sheriff's Sale.

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

Very truly yours,

*Terrence J. McCabe*  
 TERRENCE J. McCABE

TJM/cmo

**SHERIFF'S OFFICE-RECEIVED BY:**

*Amelhae Butler-Aughdreegh*  
 SIGNATURE

6-27-05  
 DATE