

05-70-CD
Beneficial et al vs. M. Bush et al

etal. vs. MARK T. BUSH et al.

Benef. Cons. Discount v. Mark Bush et al
2005-070-CD

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.

Mark T. Bush
1704 Treasure Lake
Dubois, PA 15801
and
Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Attorney for Plaintiff

FILED

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JAN 14 2005

Clearfield County
Court of Common Pleas

William A. Shaw
Prothonotary

Number

05-70-0

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

Dave Meholick
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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

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v.

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1704 Treasure Lake
Dubois, PA 15801
and
Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Mark T. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1704 Treasure Lake, Dubois, PA 15801.

3. The Defendant is Doreen M. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1704 Treasure Lake, Dubois, PA 15801.

4. On 02/25/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200302927.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1704 Treasure Lake, Dubois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/25/2004 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	\$ 77,274.79
Interest through 11/18/2004 (Plus \$ 20.58 per diem thereafter)	\$ 3,213.81
Attorney's Fee	\$ 3,863.74
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
 GRAND TOTAL	 \$ 84,902.34

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 \$84,902.34, together with interest at the rate of \$20.58 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in cursive script, appearing to read "Terrence J. McCabe", is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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


Tiffanie Toney-Davis

RECORDED AND RETURNED
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200302927

RECORDED ON

FEB 27, 2003

11:49:59 AM

Total Pages: 8

RECORDING FEES - \$21.00

COUNTY IMPROVEMENT \$2.00

RECORDED IMPROVEMENT \$3.00

JCS/ACCESS TO \$10.00

JUSTICE

STATE WRT TAX \$0.50

TOTAL \$36.50

CUSTOMER
RECORDS PROCESSING

03 MAR 11 AM 9:24

711723

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of FEBRUARY 2003, between the Mortgagor, MARK T. BUSH AND DOREEN M. BUSH, HUSBAND AND WIFE

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

☒ The following paragraph preceded by a checked box is applicable.
WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,946.36 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 25, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 25, 2033;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/08/2001 AND RECORDED 08/17/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME

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CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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ORIGINAL

Exhibit A

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

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

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

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

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

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

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

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

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* ORIGINAL

EXHIBIT-A (PAGE 1)

200113045 AND PAGE 1
128-D02-1-122-21

TAX MAP OR PARCEL ID NO

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION.

THIS DOCUMENT IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION.



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* ORIGINAL

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.

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* ORIGINAL

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

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

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

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

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

13. **Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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* ORIGINAL

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

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agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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


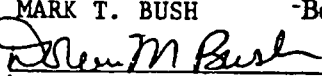
22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

23. Arbitration Rider to Note. The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.



**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.


MARK T. BUSH -Borrower

DOREEN M. BUSH -Borrower

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

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

I, JONATHAN H. BENEDICT a Notary Public in and for said county and state, do hereby
certify that MARK T. BUSH AND DOREEN M. BUSH

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 THEY
signed and delivered the said instrument as THEIR free voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of FEBRUARY, 20 03

My Commission expires:


Notary Public

This instrument was prepared by:

JILL NEWCAMP
(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

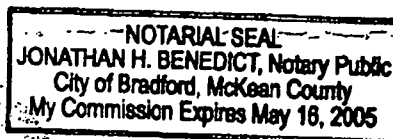
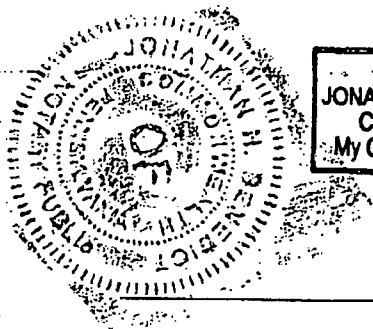
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04-29-02 MTG



*801FD2175L97MTG9000PA0012870**BUSH

* ORIGINAL



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY

DOCKET # 100144

No. 05-70-CD

VS

MARK T. BUSH & DOREEN M. BUSH

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURN

Now February 25, 2005 after diligent search in my bailiwick I return the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Mark T. Bush and Doreen M. Bush, defendants. House "EMPTY", New address: 2979 Tuscarora Trail, Middleburg, FL., 32068.

FILED
01/13/05
FEB 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100144
NO: 05-70-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY
vs.
DEFENDANT: MARK T. BUSH and DOREEN M. BUSH

SHERIFF RETURN


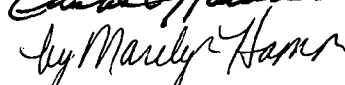
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	53759	20.00
SHERIFF HAWKINS	MCCABE	53759	34.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, 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.

Mark T. Bush
1704 Treasure Lake
Dubois, PA 15801
and
Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Clearfield County
Court of Common Pleas

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

JAN 14 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number

05 - 70 - 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 expuestas 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.

Mark T. Bush
1704 Treasure Lake
Dubois, PA 15801
and

Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Mark T. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1704 Treasure Lake, Dubois, PA 15801.

3. The Defendant is Doreen M. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1704 Treasure Lake, Dubois, PA 15801.

4. On 02/25/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200302927.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1704 Treasure Lake, Dubois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/25/2004 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.

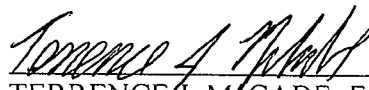
7. The following amounts are due on the mortgage:

Principal Balance	\$ 77,274.79
Interest through 11/18/2004 (Plus \$ 20.58 per diem thereafter)	\$ 3,213.81
Attorney's Fee	\$ 3,863.74
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 84,902.34

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.

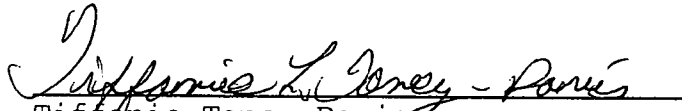
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$84,902.34, together with interest at the rate of \$20.58 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in cursive script, appearing to read "Terrence J. McCabe", is written over a horizontal line.

TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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


Tiffanie Toney-Davis

REGISTERED AND RECORDED
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200302927

RECORDED ON

Feb 27, 2003
11:49:59 AM

Total Pages: 8

RECORDING FEES - \$21.00

RECORDER

COUNTY IMPROVEMENT \$2.00

FUND

RECORDER IMPROVEMENT \$3.00

FUND

JCS/ACCESS TO \$10.00

JUSTICE

STATE WRIT TAX

TOTAL \$36.50

CUSTOMER

RECORDS PROCESSING

03 MAR 11 AM 9:24

711723

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of FEBRUARY 2003, between the Mortgagor, MARK T. BUSH AND DOREEN M. BUSH, HUSBAND AND WIFE

(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 \$ 78,946.36 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 25, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 25, 2033;

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

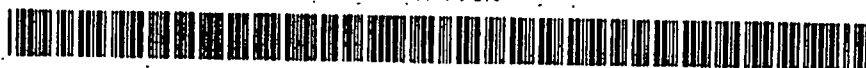
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/08/2001 AND RECORDED 08/17/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME

04-29-02 MTG

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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Exhibit A

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

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

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

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

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

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

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

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

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EXHIBIT A (PAGE 1)

200113045, AND PAGE
128-D02-1-122-21

TAX MAP OR PARCEL ID NO

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION.

THIS DOCUMENT IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION.



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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.

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

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

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

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

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

13. **Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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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

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agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

23. **Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.



**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.

Mark T. Bush
MARK T. BUSH -Borrower

Doreen M. Bush
DOREEN M. BUSH -Borrower

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

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

I, JONATHAN H. BENEDICT a Notary Public in and for said county and state, do hereby
certify that MARK T. BUSH AND DOREEN M. BUSH

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 THEY
signed and delivered the said instrument as THEIR free voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of FEBRUARY, 20 03

My Commission expires:

Jonathan H. Benedict
Notary Public

This instrument was prepared by:

JILL NEWCAMP
(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

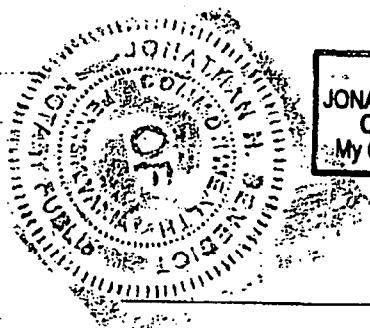
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*801FD2175L97MTG9000PA0012B70**BUSH

* ORIGINAL



NOTARIAL SEAL
JONATHAN H. BENEDICT, Notary Public
City of Bradford, McKean County
My Commission Expires May 16, 2005

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.

Mark T. Bush
1704 Treasure Lake
Dubois, PA 15801
and
Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Clearfield County
Court of Common Pleas

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

JAN 14 2005

Attest.

W. J. R.
Prothonotary/
Clerk of Courts

Number

05-70-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 expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

Dave 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.

Mark T. Bush
1704 Treasure Lake
Dubois, PA 15801
and
Doreen M. Bush
1704 Treasure Lake
Dubois, PA 15801

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Mark T. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1704 Treasure Lake, Dubois, PA 15801.

3. The Defendant is Doreen M. Bush, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1704 Treasure Lake, Dubois, PA 15801.

4. On 02/25/2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200302927.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1704 Treasure Lake, Dubois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/25/2004 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.

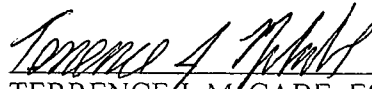
7. The following amounts are due on the mortgage:

Principal Balance	\$ 77,274.79
Interest through 11/18/2004 (Plus \$ 20.58 per diem thereafter)	\$ 3,213.81
Attorney's Fee	\$ 3,863.74
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$ 84,902.34

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.

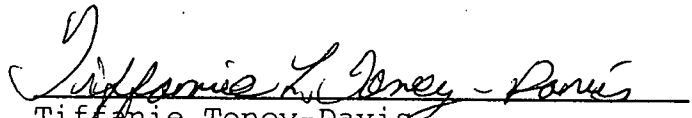
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$84,902.34, together with interest at the rate of \$20.58 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in cursive script, appearing to read "Terrence J. McCabe", is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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


Tiffanie Toney-Davis

REGISTERED LAND RECORDS
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200302927

RECORDED ON

FEB 27, 2003
11:49:59 AM

Total Pages: 8

RECORDING FEES - \$21.00

RECORDER

COUNTY IMPROVEMENT \$2.00

FUND

REVENUE IMPROVEMENT \$3.00

FUND

JCS/ACCESS TO JUSTICE \$10.00

STATE WRIT TAX

\$0.50

TOTAL \$36.50

CUSTOMER

RECORDS PROCESSING

03 MAR 11 AM 9:24

711723

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of FEBRUARY 2003, between the Mortgagor, MARK T. BUSH AND DOREEN M. BUSH, HUSBAND AND WIFE

(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 \$ 78,946.36 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 25, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 25, 2033;

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

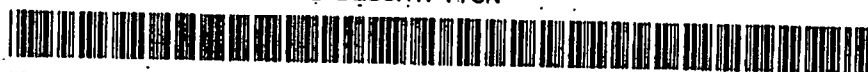
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/08/2001 AND RECORDED 08/17/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME

04-29-02 MTG

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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Exhibit A

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

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

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

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

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

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

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

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



11/14/2010 10:00 AM

EXHIBIT-A (PAGE 1)

200113045 AND PAGE 1

TAX MAP OR PARCEL ID NO

128-D02-1-122-21

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS PROVIDED AS IS. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

THIS DOCUMENT IS THE PROPERTY OF THE BUREAU OF LAND MANAGEMENT. IT IS TO BE KEPT IN THE BUREAU OF LAND MANAGEMENT. IT IS TO BE KEPT IN THE BUREAU OF LAND MANAGEMENT. IT IS TO BE KEPT IN THE BUREAU OF LAND MANAGEMENT.



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* ORIGINAL

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.

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

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

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

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

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

13. **Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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* ORIGINAL

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

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* ORIGINAL *

agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

23. Arbitration Rider to Note. The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

04-29-02 MTG

CTM 10-01-85



04-29-02 MTG

*B01FD2175L97MTG9000PA0012B60**BUSH

ORIGINAL

PA001286

**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.

Mark T. Bush
MARK T. BUSH -Borrower

Doreen M. Bush
DOREEN M. BUSH -Borrower

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

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

I, JONATHAN H. BENEDICT a Notary Public in and for said county and state, do hereby
certify that MARK T. BUSH AND DOREEN M. BUSH

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 THEY
signed and delivered the said instrument as THEIR free voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of FEBRUARY, 20 03

My Commission expires:

Jonathan H. Benedict
Notary Public

This instrument was prepared by:

JILL NEWCAMP
(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

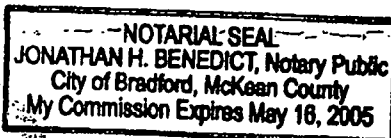
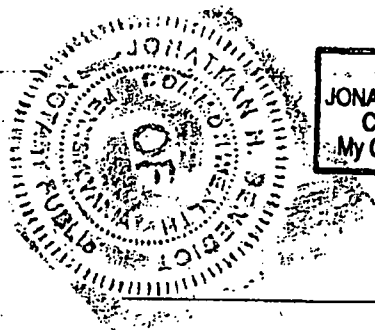
PA001287

04-29-02 MTG



*801FD2175L97MTG9000PA0012870**BUSH

* ORIGINAL



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. :
MARK T. BUSH :
and :
DOREEN M. BUSH : NUMBER 05-70-CD

AFFIDAVIT OF SERVICE


COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF CLEARFIELD :

FILED NO CC
MAR 23 2005 (6)

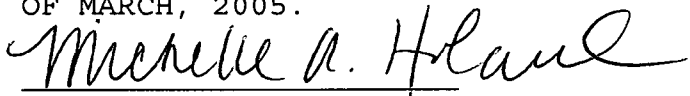
William A. Shaw
Prothonotary/Clerk of Courts

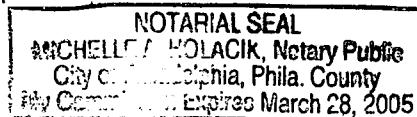
Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on February 11, 2005, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure through B&R Process Servers, upon the Defendants, Mark T. Bush and Doreen M. Bush, by handing the same to Mark T. Bush, at the Defendants' last-known address of 2979 Tuscarora Trail, Middleburg, FL 32068. True and correct copies of the Affidavits of Service are attached hereto, made a part hereof, and marked as Exhibit "A."


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 18TH DAY
OF MARCH, 2005.


NOTARY PUBLIC





235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



Beneficial Consumer Discount Co. et al : COURT Court of Common Pleas of Pennsylvania
-VS- : COUNTY Clearfield County
Mark T. Bush : CASE NUMBER 05-70-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS010615 - 1
Reference Number 5-3138pa

SERVICE INFORMATION

On 28 day of January, 2005 we received the
Mortgage Foreclosure
for service upon **Mark T. Bush**
at **2979 Tuscarora Trail Middleburg, FL 32068**

*** Special Instructions ***

☒ Served Date 2/11/05 Time 4:10 PM Accepted By: MARK T. BUSH

In the manner described below.

- ☒ Personally served.
☐ Adult family member. Relationship is _____
☐ Adult in charge of residence who refused to give name and/or relationship. _____
☐ Manager/Clerk of place of residence lodging _____
☐ Agent or person in charge of office or usual place of business _____
☐ Other _____

Description of Person Age _____ Height _____ Weight _____ Race _____ Sex _____
Other _____

☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server/Signer Daryl Larson



Matthew McIvain
MY COMMISSION # DD166056 EXPIRES
November 18, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Sworn to and subscribed before me this

15th day of FEBRUARY, 2005

Matthew McIvain
Notary Public

Law Firm Phone (215)790-1010 For For Plaintiff
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

Serve By Date 2/17/2005

Filed Date 1/14/2005

EXHIBIT "A"

ORIGINAL

028VC



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



Beneficial Consumer Discount Co.et al

COURT

Court of Common Pleas of Pennsylvania

-VS-

COUNTY

Clearfield County

Mark T. Bush

CASE NUMBER 05-70-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS010615 - 2
Reference Number 5-3138pa

SERVICE INFORMATION

On 28 day of January, 2005 we received the
Mortgage Foreclosure
for service upon Doreen M. Bush
at 2979 Tuscarora Trail Middleburg, FL 32068

*** Special Instructions ***

☒ Served Date 2/11/05 Time 4:10PM Accepted By: MARK T. BUSH

In the manner described below.

- ☐ Personally served.
☒ Adult family member. Relationship is Spouse
☐ Adult in charge of residence who refused to give name and/or relationship.
☐ Manager/Clerk of place of residence lodging
☐ Agent or person in charge of office or usual place of business
☐ Other

Description of Person Age _____ Height _____ Weight _____ Race _____ Sex _____
Other _____

☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server/Sheriff

Daryl Lator



Matthew McIlvain
MY COMMISSION # DD166056 EXPIRES
November 18, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Sworn to and subscribed before me this

15th day of February, 2005

Matthew McIlvain

Law Firm Phone (215)790-1010 For For Plaintiff
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

ServeBy Date 2/17/2005
Filed Date 1/14/2005

ORIGINAL

Civil

FILED

MAY 11 2005

William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Attg

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Mark T. Bush and Doreen M. Bush	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-70-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	\$84,902.34
Interest from 11/19/04-5/4/05	\$3,416.28
TOTAL	\$88,318.62

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

AND NOW, this 11th day of May, 2005,
Judgment is entered in favor of Plaintiff, Beneficial Consumer
Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania and
against Defendant(s), Mark T. Bush and Doreen M. Bush and damages
are assessed in the amount of \$88,318.62, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Mark T. Bush and Doreen M. Bush	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-70-CD
---	--

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:


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

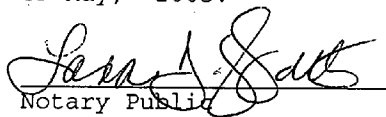
Mark T. Bush	2979 Tuscarora Trail Middleburg, FL 32068
Doreen M. Bush	2979 Tuscarora Trail Middleburg, FL 32068

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 4th DAY

OF May, 2005.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


Notary Public

NOTARIAL SEAL
Lana T. Watts, Notary Public
City of Philadelphia, Philadelphia County
My commission expires November 22, 2008

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


Attorney for Plaintiff

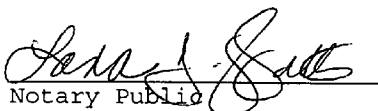
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Mark T. Bush and Doreen M. Bush	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-70-CD
---	--

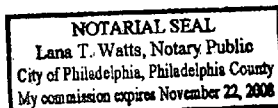
CERTIFICATION

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 4th DAY
OF May, 2005.

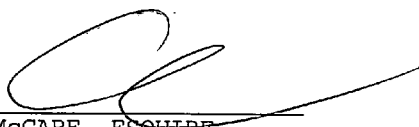

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


Notary Public



VERIFICATION

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



TERRENCE J. McCABE, ESQUIRE

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

**William A. Shaw
Prothonotary**

March 8, 2005

To: Doreen M. Bush
2979 Tuscarora Trail
Middleburg, FL 32068

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

Clearfield County
Court of Common Pleas

vs.

Mark T. Bush
and
Doreen M. Bush

Number 05-70-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

Exhibit A

**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**

March 8, 2005

To: Mark T. Bush
2979 Tuscarora Trail
Middleburg, FL 32068

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

Clearfield County
Court of Common Pleas

vs.

Mark T. Bush
and
Doreen M. Bush

Number 05-70-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**

Exhibit A

TJM/rda

COPY

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

William A. Shaw
Prothonotary

To: Doreen M. Bush
2979 Tuscarora Trail
Middleburg, FL 32068

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Mark T. Bush and Doreen M. Bush	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-70-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

5/11/05

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

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

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

COPY

Beneficial Consumer Discount
Plaintiff(s)

No.: 2005-00070-CD

Real Debt: \$88,318.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mark Bush
Doreen Bush
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 11, 2005

Expires: May 11, 2010

Certified from the record this 11th day of May, 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

Praeipce for Writ of Execution-MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

05-70-CD

Mark T. Bush and Doreen M.
Bush

NO. _____ TERM

PRAEIPCE 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 Mark T. Bush and Doreen M. Bush
_____ Of defendant(s) and
3. Against the following property in the hands of (name) _____
Mark T. Bush and Doreen M. Bush
4. And index this writ;
(a) against Mark T. Bush and Doreen M. Bush
Defendant(s) and
(b) against _____ as Garnishee
As a lis pendens against real property of the defendant(s) in name
of garnishee as follows, _____

(Specifically described property)

(If space insufficient, attach extra sheets)

FILED

MAY 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

KCS/ewnts
m/10:05/1 w/prop deser.
to SHff
Atty pd. 20.00

- | | |
|-------------------------------------|--------------|
| 5. Amount Due | \$ 88,318.62 |
| Interest from 5/5/05 - date of sale | \$ _____ |
| Costs (to be added) | \$ _____ |

Prothonotary costs

125.00

TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff(s)

05-70-CD

NO. _____ TERM _____

RECEIVED WRIT THIS _____ DAY _____

NO. _____ TERM _____

OF _____ A.D. _____

AT _____ M _____

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

Sheriff

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

VS.

Mark T. Bush and Doreen M.
Bush

Praeipe for Writ of
Execution

(MORTGAGE FORECLOSURE)

EXECUTION DEBT 88,318.62

INTEREST FROM
5/5/05

PROTHONOTARY

125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

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

Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Section 1, Lot 122, "Barbados", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

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, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. Treasure Lake Property Owners Associations, Inc. may make a lien for all unpaid charges or assessments as; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Being Parcel No. 128-d02-1-122-21

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING THE SAME PREMISES which Aldo W. Morales and Elena P. Morales, husband and wife, by Deed Dated August 8, 2001 and Recorded August 17, 2001, in Deed Book Instrument Number 200113045, granted and conveyed unto Mark T. Bush and Doreen M. Bush, husband and wife, in fee.

Being Known As: 1704 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 Co. of Pennsylvania vs. Mark T. Bush and Doreen M. Bush	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-70-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 , 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
Mark T. Bush	2979 Tuscarora Trail Middleburg, FL 32068
Doreen M. Bush	2979 Tuscarora Trail Middleburg, FL 32068

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

Name	Address
Mark T. Bush	2979 Tuscarora Trail Middleburg, FL 32068
Doreen M. Bush	2979 Tuscarora Trail Middleburg, FL 32068

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

NONE

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

United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219	
---	--

Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
---	--

Internal Revenue Service Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	
--	--

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/Occupant(s)	1704 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 PA
Bureau of Individual Tax
Inheritance Tax Division

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

Treasure Lake Property Owners
Associations, Inc.

6th flr., Strawberry Sq.
Dept. #280601
Harrisburg, PA 17128


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

13 Treasure Lake
DuBois, P A 15801

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

May 4, 2005:

DATE


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Section 1, Lot 122, "Barbados", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

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, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. Treasure Lake Property Owners Associations, Inc. may make a lien for all unpaid charges or assessments as; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Being Parcel No. 128-d02-1-122-21

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING THE SAME PREMISES which Aldo W. Morales and Elena P. Morales, husband and wife, by Deed Dated August 8, 2001 and Recorded August 17, 2001, in Deed Book Instrument Number 200113045, granted and conveyed unto Mark T. Bush and Doreen M. Bush, husband and wife, in fee.

Being Known As: 1704 Treasure Lake, DuBois, PA 15801.

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

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

Vs.

NO.: 2005-00070-CD

Mark T. Bush and
Doreen M. Bush

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from MARK T. BUSH and DOREEN M. BUSH, Defendant(s):

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

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

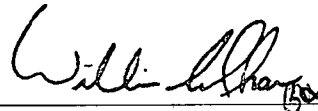
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$88,318.62
INTEREST from 5/5/05 - date of sale
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 05/11/2005

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



William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Section 1, Lot 122, "Barbados", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

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, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. Treasure Lake Property Owners Associations, Inc. may make a lien for all unpaid charges or assessments as; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Being Parcel No. 128-d02-1-122-21

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING THE SAME PREMISES which Aldo W. Morales and Elena P. Morales, husband and wife, by Deed Dated August 8, 2001 and Recorded August 17, 2001, in Deed Book Instrument Number 200113045, granted and conveyed unto Mark T. Bush and Doreen M. Bush, husband and wife, in fee.

Being Known As: 1704 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 Co. of Pennsylvania
vs.
Mark T. Bush and Doreen M.
Bush

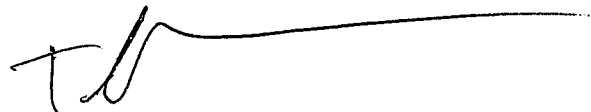
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 05-70-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 9th day of August, 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".

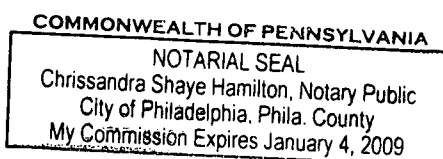
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9th DAY
OF August, 2005.


NOTARY PUBLIC



FILED ^{NO} _{CC}
1122005
AUG 15 2005 *JS*

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Exhibit A

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Co. of Pennsylvania
vs.
Mark T. Bush and Doreen M.
Bush

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 05-70-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 , 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

Mark T. Bush

2979 Tuscarora Trail
Middleburg, FL 32068

Doreen M. Bush

2979 Tuscarora Trail
Middleburg, FL 32068

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

Name

Address

Mark T. Bush

2979 Tuscarora Trail
Middleburg, FL 32068

Doreen M. Bush

2979 Tuscarora Trail
Middleburg, FL 32068

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

NONE

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

United States of America
c/o Attorney for the Western District of PA
633 U.S. Post Office and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

Commonwealth of Pennsylvania
Inheritance Tax Office
1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service
Federated Investors Tower
13th Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Exhibit A

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/Occupant(s)	1704 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 PA Bureau of Individual Tax Inheritance Tax Division	6th flr., Strawberry Sq.
--	--------------------------

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

Dept. #280601
Harrisburg, PA 17128

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

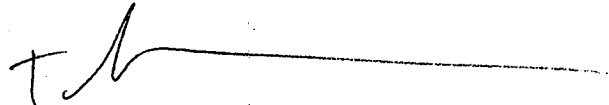
Treasure Lake Property Owners
Associations, Inc.

13 Treasure Lake
DuBois, P A 15801

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

August 9, 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

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Co. of Pennsylvania
vs.
Mark T. Bush and Doreen M.
Bush

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 05-70-CD

DATE: August 9, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

Exhibit R

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Mark T. Bush and Doreen M. Bush

PROPERTY: 1704 Treasure Lake, DuBois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on October 7, 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 ☐ Registered ☐ Return Receipt for Merchandise

☐ COD ☐ Delivery Confirmation ☐ Signature Confirmation

☐ Insured ☐ Express Mail

Line	Article Number	Addressee Name, Street and PO Address	Postage
1	Beneficial v. Bush	United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219	
2		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
3		Internal Revenue Service Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	
4		Tenant/Occupant(s) 1704 Treasure Lake DuBois, PA 15801	
5		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830	
6		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105	
7		Commonwealth of PA Bureau of Individual Tax Inheritance Tax Division 6th flr., Strawberry Sq. Dept. #280601 Harrisburg, PA 17128	
8		Department of Public Welfare TPL Casualty Unit Estate Recovery Program P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105	
9		Treasure Lake Property Owners Associations, Inc. 13 Treasure Lake DuBois, P A 15801	
Total Number of Pieces Listed by Sender	9	Total Number of Pieces Received at Post Office	

02 1A \$02.70° AUG09 2005
0004396337 MAILED FROM ZIP CODE 19109

Exhibit B

The full value of this is required for all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500. No optional Express Mail Service merchandise is available for up to \$2,000 in some, but not all countries. The maximum indemnity payable is \$21,000 for insured items shipped by Registered Mail Restricted Insurance or Registered Mail Insured Mail. Special handling charges apply only to Standard Mail(A) and Standard Mail(D). Perils.

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonreplaceable documents under Express Mail International® (EMI) is \$500 per item. Additional indemnity coverage may be purchased for up to \$5,000 per item. Special handling charges apply for items valued at more than \$500. Registered mail covers loss or damage in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500 per optional Express Mail Service merchandise insurance policy. Domestic Mail Priority® (DMP), Registered Mail®, and Special Mail® are limited to a maximum of \$500 per item. Registered mail covers loss or damage for up to \$5,000 per item, but not all countries. The maximum indemnity payable is \$25,000 per registered mail. See *Domestic Mail Manual* §800.931, and §921 for limitations of coverage. Insurance is insured and covered by the United States Postal Service. See *International Mail* for limitations of coverage on international mail. Special handling charges apply to Registered Mail(A) and Standard Mail(A). See §700.931, appendix.

Affix Stamp Here
(if issued as a
certificate of mailing,
or for additio
copies of this
Postmark
Date of Re

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee
1	Beneficial v. Bush	Mark T. Bush 2979 Tuscarora Trail Middleburg, FL 32068		
2		Doreen M. Bush 2979 Tuscarora Trail Middleburg, FL 32068		
3				
4				
5				
6				
7				
8				
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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)		

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonregistrable documents under the Special Delivery[®] service is \$500. The maximum indemnity payable for the reconstruction of registrable documents is \$5,000. The maximum indemnity payable for the reconstruction of merchandise is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to cover lost or damaged items. The maximum indemnity payable is \$25,000 for registered mail. See *Domestic Mail Manual* R900, S913 and S921 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

PS Form 3877, February, 2005

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

FILED *NO CC*
m/1:054
SEP 09 2005
William A. Shaw
Prothonotary/Clerk of Courts

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL MORTGAGE: COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA :
v. :
MARK T. BUSH :
and :
DOREEN M. BUSH : NUMBER 05-70-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA:

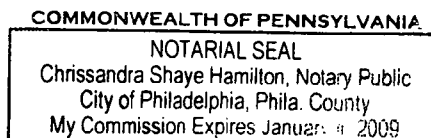
Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on August 18, 2005, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale through B&R Process Servers, upon the Defendants, Mark T. Bush and Doreen M. Bush, by handing the same to Doreen M. Bush, at the Defendants' last-known address of 2979 Tuscarora Trail, Middleburg, FL 32068. True and correct copies of the Affidavits of Service are attached hereto, made a part hereof, and marked as Exhibit "A."

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF SEPTEMBER, 2005.

Chrissandra Shaye Hamilton
NOTARY PUBLIC





235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers



Philadelphia Association
of Professional Process Servers

Beneficial Consumer Discount Co. et al : COURT Court of Common Pleas of Pennsylvania
-VS- : COUNTY Clearfield County
Mark T. Bush : CASE NUMBER 05-70-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS017314 - 2
Reference Number 5-3138pa

SERVICE INFORMATION

On 10 day of August, 2005 we received the
Notice of Sheriff Sale
for service upon Doreen M. Bush
at 2979 Tuscarora Trail Middleburg, FL 32068

*** Special Instructions ***

☒ Served Date 8-18-05 Time 7:40pm Accepted By: Doreen m. Bush

In the manner described below.

- ☒ Personally served.
☐ Adult family member. Relationship is _____
☐ Adult in charge of residence who refused to give name and/or relationship. _____
☐ Manager/Clerk of place of residence lodging _____
☐ Agent or person in charge of office or usual place of business _____
☐ Other _____

Description of Person Age 34 Height 5'3" Weight 195 Race White Sex F
Other None

☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Exhibit A

The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server Sheriff

Rodney Denson
Rodney Denson

Sworn to and subscribed before me this

22 day of August, 05
Lily Dalton
Notary Public

Law Firm Phone (215) 790-1010 Fo
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

Serve By Date 8/31/2005

Filed Date

Sale Date 10/7/2005



Lily Dalton
My Commission DD327617
Expires June 09, 2007

ORIGINAL

222VC

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 05-70-CD Court Date: 10/7/2005

Plaintiff:

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

vs.

Defendant:

Mark T. Bush and Doreen M. Bush

For:

B&R Services For Professionals Inc.

Received by B&R Services For Professionals Inc. on the 12th day of August, 2005 at 4:35 pm to be served on **DOREEN M. BUSH, 2979 Tuscarora Trail, Middleburg, FL 32068**. I, Rodney Denson, being duly sworn, depose and say that on the 18 day of August, 2005 at 7:40 a.m., executed service by delivering a true copy of the Notice of Sheriff's Sale Of Real Property in accordance with state statutes in the manner marked below:

☒ INDIVIDUAL SERVICE: Served the within-named person.

() SUBSTITUTE SERVICE: By serving _____ as _____ Pursuant to Florida Statute 48.031 (1)(a).

() POSTED SERVICE: After attempting service on ___/___ at ___ and on ___/___ at ___ to a conspicuous place on the property described herein.

() OTHER SERVICE: As described in the Comments below by serving _____ as _____

() NON SERVICE: For the reason detailed in the Comments below.

MILITARY STATUS: Based upon inquiry of party served, defendant is not in the military service of the United States.

COMMENTS: _____

Age 34 Sex M ☒ Race White Height 5'3" Weight 195 Hair Brown Glasses Y ☒

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 22 day of August, 05 by the affiant who is personally known to me.

Lily Dalton
NOTARY PUBLIC



My Commission DD327614
Expires June 09, 2008

Service Fee \$ _____

Rodney J. Denson
PROCESS SERVER # 128
Appointed in accordance
with State Statutes

B&R Services For Professionals Inc.

**235 South 13th Street
Philadelphia, PA 19107
(800) 503-7400
Our Job Serial Number: 2005011361**



235 SOUTH 13TH STREET.
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers



Philadelphia Association
of Professional Process Servers

Beneficial Consumer Discount Co. et al : COURT Court of Common Pleas of Pennsylvania
-VS- : COUNTY Clearfield County
Mark T. Bush : CASE NUMBER 05-70-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS017314 - 1
Reference Number 5-3138pa

SERVICE INFORMATION

On 10 day of August, 2005 we received the
Notice of Sheriff Sale
for service upon Mark T. Bush
at 2979 Tuscarora Trail Middleburg, FL 32068

*** Special Instructions ***

☒ Served Date 8-18-05 Time 7:40pm Accepted By: Doreen M. Bush

In the manner described below.

- ☐ Personally served.
☒ Adult family member. Relationship is Wife
☐ Adult in charge of residence who refused to give name and/or relationship.
☐ Manager/Clerk of place of residence lodging
☐ Agent or person in charge of office or usual place of business
☐ Other

Description of Person Age 34 Height 5'3" Weight 195 Race White Sex F
Other None

☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server Sheriff Radney Denson

Sworn to and subscribed before me this

22 day of August, 05

Lily Dalton
Notary Public

My Commission DD327614

Expires June 09, 2008

Law Firm Phone (215) 790-1010 Fo
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

Serve By Date 8/30/2005

Filed Date

Sale Date 10/7/2005

ORIGINAL

222VC

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 05-70-CD Court Date: 10/7/2005

Plaintiff:

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

vs.

Defendant:

Mark T. Bush and Doreen M. Bush

For:

B&R Services For Professionals Inc.

Received by B&R Services For Professionals Inc. on the 12th day of August, 2005 at 4:35 pm to be served on **MARK T. BUSH, 2979 Tuscarora Trail, Middleburg, FL 32068**. I, Rodney Denson, being duly sworn, depose and say that on the 18 day of August, 2005 at 7:40 p.m., executed service by delivering a true copy of the Notice of Sheriff's Sale Of Real Property in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE: Served the within-named person.

☒ SUBSTITUTE SERVICE: By serving Doreen Bush as Wife Pursuant to Florida Statute 48.031 (1)(a).

() POSTED SERVICE: After attempting service on ___/___ at ___ and on ___/___ at ___ to a conspicuous place on the property described herein.

() OTHER SERVICE: As described in the Comments below by serving _____ as _____

() NON SERVICE: For the reason detailed in the Comments below.

MILITARY STATUS: Based upon inquiry of party served, defendant is not in the military service of the United States.

COMMENTS: _____

Age 34 Sex: M ☒ Race White Height 5'3" Weight 195 Hair Brown Glasses Y ☒

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 22 day of August, 05 by the affiant who is personally known to me.

Lily Dalton
NOTARY PUBLIC



Service Fee \$ _____

Lily Dalton
My Commission DD327614
Expires June 09, 2008

Rodney Denson
PROCESS SERVER # _____
Appointed in accordance
with State Statutes

B&R Services For Professionals Inc.

235 South 13th Street
Philadelphia, PA 19107
(800) 503-7400
Our Job Serial Number: 2005011360

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20160
NO: 05-70-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMAPNY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

vs.

DEFENDANT: MARK T. BUSH AND DOREEN M. BUSH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/11/2005

LEVY TAKEN 07/20/2005 @ 2:30 PM

POSTED 07/20/2005 @ 2:30 PM

SALE HELD 10/07/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/07/2005

DATE DEED FILED 12/13/2005

PROPERTY ADDRESS 1704 TREASURE LAKE A/K/A SECT 1, LOT 122 "BARBADOS" DUBOIS , PA 15801

SERVICES

@ SERVED MARK T. BUSH

CERTIFIED MAIL FOR MARK T. BUSH AT 2979 TUSCARORA TRAIL, MIDDLEBURG, FL, 32068 WAS RETURNED UNCLAIMED ON 8/24/2005. CERT. #70033110000193801272 ATTY OFFICE HAD PERSONAL SERVICE, ACCEPTED BY WIFE DOREEN M. BUSH.

@ SERVED DOREEN M. BUSH

CERTIFIED MAIL FOR DOREEN M. BUSH AT 2979 TUSCARORA TRAIL, MIDDLEBURG, FL 32068 WAS RETURNED UNCLAIMED ON 8/24/2005. CERT. #70033110000193801265 ATTY OFFICE HAD DOREEN M. BUSH PERSONALLY SERVED.

FILED
01/31/05
DEC 13 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20160

NO: 05-70-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMAPNY D/B/A BENEFICIAL MORTGAGE CO. OF
PENNSYLVANIA

vs.

DEFENDANT: MARK T. BUSH AND DOREEN M. BUSH

Execution REAL ESTATE

SHERIFF RETURN

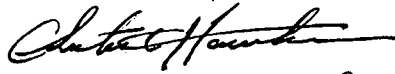
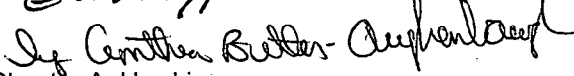
SHERIFF HAWKINS \$226.33

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

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

Vs.

NO.: 2005-00070-CD

Mark T. Bush and
Doreen M. Bush

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from MARK T. BUSH and DOREEN M. BUSH, Defendant(s):

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

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

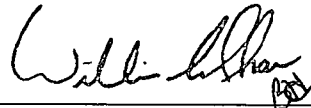
Garnishee(s) as follows:

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

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

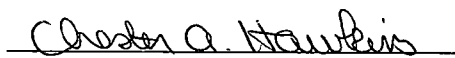
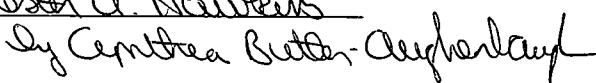
AMOUNT DUE: \$88,318.62
INTEREST from 5/5/05 - date of sale
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 05/11/2005

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



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 11th day
of May A.D. 2005
At 10:30 A.M. P.M.


Sheriff 

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

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Section 1, Lot 122, "Barbados", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

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, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. Treasure Lake Property Owners Associations, Inc. may make a lien for all unpaid charges or assessments as; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Being Parcel No. 128-d02-1-122-21

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING THE SAME PREMISES which Aldo W. Morales and Elena P. Morales, husband and wife, by Deed Dated August 8, 2001 and Recorded August 17, 2001, in Deed Book Instrument Number 200113045, granted and conveyed unto Mark T. Bush and Doreen M. Bush, husband and wife, in fee.

Being Known As: 1704 Treasure Lake, DuBois, PA 15801.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARK T. BUSH

NO. 05-70-CD

NOW, December 13, 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 Mark T. Bush And Doreen M. Bush to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMAPNY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$226.33

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	88,318.62
INTEREST @ %	0.00
FROM 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	

TOTAL DEBT AND INTEREST	\$88,358.62
--------------------------------	--------------------

COSTS:

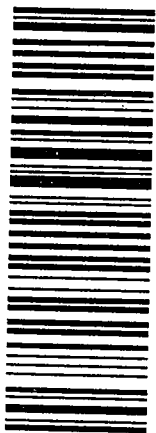
ADVERTISING	355.42
TAXES - COLLECTOR	1,573.89
TAXES - TAX CLAIM	1,314.23
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	226.33
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,966.87

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



7003 3110 0001 9380 1265

RETURN RECEIPT REQUESTED

105
8/24/05

DOREEN M. BUSH
2979 TUSCARORA TRAIL
MIDDLEBURG, FL 32068



0000 32068 00068283-95

\$0.00

7-30-05

1st NOTICE

2nd NOTICE

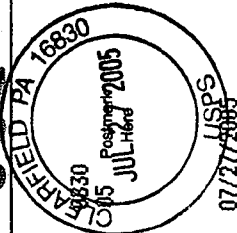
TURNED

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 10.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 14.65



Sent To

DOREEN M. BUSH
2979 TUSCARORA TRAIL
MIDDLEBURG, FL 32068

7003 3110 0001 9380 1265

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:

DOREEN M. BUSH
2979 MUSCARORA TRAIL
MIDDLEBURG, FL 32068

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

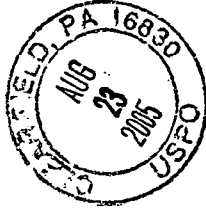
2. Article Number
(Transfer from service label)

7003 3110 0001 9360 1265

PS Form 3811, February 2004

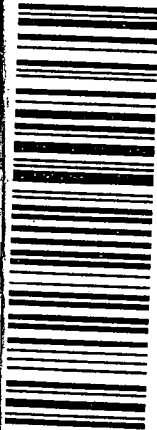
Domestic Return Receipt

102595-02-M-1540





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



7003 3110 0001 9380 1272

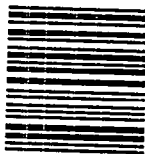
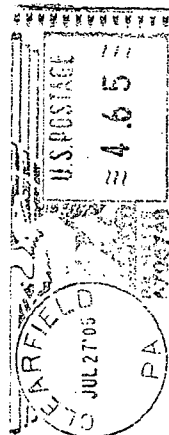


RETURN RECEIPT
REQUESTED

UNCLAIMED

MARK T. BUSH
2979 TUSCARORA TRAIL
MIDDLEBURG, FL 32068

8/24/05
New

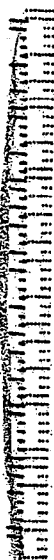


U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 27 05
AMOUNT

\$0.00
00068283-05

0000 32068

1 NOTICE 7-30-05
2ND NOTICE 8-8
RETURNED 8-14

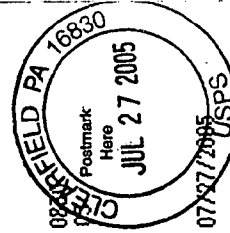


32068+0226-73 8-14

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 40.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ \$4.65



Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

MARK T. BUSH
2979 TUSCARORA TRAIL
MIDDLEBURG, FL 32068

2221 08E6 1000 011E E002

CERTIFIED MAIL

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:

MARK T. BUSH
2979 TUSCARORA TRAIL
MIDDLEBURG, FL 32068

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

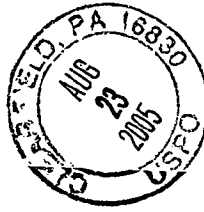
3. Service Type

- ☐ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7003 3110 0001 9380 1272



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CRIMINAL DIVISION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL
MORTGAGE COMPANY OF
PENNSYLVANIA,

Plaintiff

v.

MARK T. BUSH AND DOREEN M. BUSH,
Defendants

No. 05 - 70 C.D.

FILED

MAR 31 2006

013110/W
William A. Shaw
Prothonotary/Clerk of Courts
w/c/c

**PLAINTIFF'S ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
ON THE FORECLOSURE ACTION**

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania, the above-named Plaintiff, does hereby acknowledge that it has received payment upon the foreclosure action brought against Defendant on January 14, 2005, in full of debt, interest and costs; and we do hereby request and authorize the Prothonotary to enter satisfaction upon the record.

WITNESS my hand and seal the 30 day of March, 2006.

Witness:

Janet Muldrow
Janet Muldrow

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

By:

Marla I. Ortega
Assistant Vice President

Marla I. Ortega
Asst. Vice President

85
40

125

88,318.62

TERENCE McCABE, Jr.

William A. Shaw
Prothonotary/Clerk of Courts

MAR 31 2006

FILED

West-Medical
Medical Office

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Beneficial Consumer Discount

No.: 2005-00070-CD

Vs.

Debt: \$88,318.62

Mark Bush
Doreen Bush

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, March 31, 2006 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 31st day of March, A.D. 2006.

Prothonotary