

2006-598-CD
Beneficial Cons et al vs Sara Grove et al

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

Attorney for Plaintiff

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and
Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

Clearfield County
Court of Common Pleas

FILED

APR 18 2006
m 12:15 AM
William A. Shaw
Prothonotary/Clerk of Courts
2 CERT TO ATT
+
2 CERT TO SHER

Number 2006-598-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

May 16, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Culver
Deputy Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Sara Grove, Known Surviving Heir
of Eleanor M. Grove, Deceased
Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 415 Elrock Drive, Chambersburg, PA 17201.

3. The Defendant is Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

4. On 07/25/2001, Eleanor M. Grove 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 #200111750.

5. On 11/23/2005, Eleanor M. Grove departed this life. No estate or administration has been opened as a result of the demise of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/05/2005 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$ 53,364.97
Interest through 01/25/2006	\$ 3,006.01
(Plus \$ 14.62 per diem thereafter)	
Attorney's Fee	\$ 2,668.25
Corporate Advances	\$ 333.50
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 59,922.73

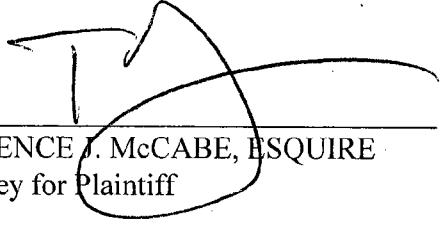
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. 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.

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose on their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$59,922.73, together with interest at the rate of \$14.62 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Sylvia Hamdani-Bryant, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.O.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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Sylvia Hamdani Bryant
Sylvia Hamdani-Bryant

711707

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of JULY 2001, between the
Mortgagor, ELEANOR M. GROVE, SINGLE

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 58,359.96, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 25, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 25, 2016 :

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
WOODWARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/18/1970 AND RECORDED 08/20/1970, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 566
AND PAGE 431. TAX MAP OR PARCEL ID NO.: 130-M14-410-23

PAD012A1



*116002701572MTG7000PA0012A1F**GROVE

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*116002701572MTG7000PA0012A2F**GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A3



*116002701572MTG7000PA0012A3F**GROVE

* FILE COPY

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A4



*116002701572MTG7000PA0012A4FM*GROVE

* FILE COPY

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

03-01-01 MTG

PA0012A5



*116002701572MTG7000PA0012A5F**GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A8



*116002701572MTG7000PA0012A6F**GROVE

* FILE COPY

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.

Eleanor M. Grove
ELEANOR M. GROVE - Borrower

-Borrower

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

On behalf of the Lender, By: TINA MC LAUGHLIN *Tina McLaughlin* Title: SA
COMMONWEALTH OF PENNSYLVANIA, CENTRE County: Centre

I, TINA R MC LAUGHLIN a Notary Public in and for said county and state, do hereby certify that ELEANOR M. GROVE

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

Given under my hand and official seal, this 25TH day of JULY, 01, 20.

My Commission expires:

Tina R McLaughlin
Notary Public

Notarial Seal
Tina R. McLaughlin, Notary Public
College Twp., Centre County
My Commission Expires Mar. 14, 2005
Member, Pennsylvania Association of Notaries

This instrument was prepared by:
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
1995 S ATHERTON STREET
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*116002701572MTG7000PA0012A7F**GROVE

* FILE COPY

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :
:
v. :
:
Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number 2006-598-CD
Mortgagor and Real Owner :
and :
Unknown Surviving Heirs of :
Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :
:

FILED

0/8:59 AM
APR 21 2006
MCCABE

O R D E R

William A. Shaw
Prothonotary

AND NOW, this 19TH day of APRIL, 2006,

upon consideration of Plaintiff's Motion for Service upon the Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Pennsylvania Rules of Civil Procedure 430, Plaintiff may comply with the applicable service requirements by one PUBLICATION of a NOTICE of the filing of the Complaint in Clearfield County newspaper with daily circulation and by one PUBLICATION of a NOTICE of the filing of the Complaint in the County Legal Journal; by POSTING the premises RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651 with a copy of the Complaint filed in the above captioned matter and by MAILING by Certified Mail, Return Receipt requested a true and correct copy of the Complaint to the premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all

subsequent Notices and pleadings, that require personal service,
in the manner set forth above except that Notice of Sheriff's
Sale made by the Sheriff in the manner set forth in Pa.R.C.P.
3129.2(D) is legally sufficient and Plaintiff need not re-
publish.

SERVICE shall be deemed effectuated and completed upon the
PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:



J.

FILED

APR 21 2006

William A. Shaw
Prothonotary

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

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

APR 18 2006

Attest,

William A. Brown
Prothonotary/
Clerk of Courts

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :

V.

Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number 2006.598.CD
Mortgagor and Real Owner :
and :
Unknown Surviving Heirs of :
Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :
: FIL
: APR 1

FILED

APR 18 2006
m/ 12:40 PM
William A. Shaw
notary/Clerk of Courts

MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT

Plaintiff, Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania, by its counsel,
moves this Honorable Court for an Order directing service of the
Complaint and of all subsequent notices and pleadings that
require personal service, including Notice of Sheriff's Sale upon
Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner by mail and by posting the mortgaged
premises and by publication and in support thereof, avers the
following:

1. Eleanor M. Grove was an individual and a record owner and mortgagor of the premises that is the subject of Plaintiff's action in Mortgage Foreclosure.

2. Eleanor M. Grove is deceased, having departed this life on November 23, 2005. No estate or administration has been opened as a result of the demise of Eleanor M. Grove. Accordingly, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner have been named as Defendants to this foreclosure action.

3. The premises that is the subject of this mortgage foreclosure action is RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651 and is the last known address of the decedent.

4. Plaintiff has been unable to identify and/or locate additional heirs of Eleanor M. Grove. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto, made a part hereof and marked as Exhibit "A".

5. Plaintiff will never be able to personally serve the Complaint and subsequent pleadings upon the Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

6. Pursuant to Pennsylvania Rule of Civil Procedure 430(b)(2), service upon Unknown Heirs may be made by publication.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pennsylvania Rules of Civil Procedure 430 and 3129.2(D) directing service of the Complaint by posting, publication and by mail and further directing that all subsequent Notices and pleadings that require personal service may be served in this manner except that publication of the

Notice of Sheriff's Sale by the Sheriff set forth in Pa.R.C.P
3129.2(D) is legally sufficient and Plaintiff need not republish
the Notice of Sheriff's Sale.

McCabe, Weisberg & Conway, B.C.

BY: _____

TERRENCE J. McCABE, ESQUIRE

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial	:	Court of Common Pleas
Mortgage Company of Pennsylvania	:	
	:	
v.	:	
	:	
Sara Grove, Known Surviving Heir	:	
of Eleanor M. Grove, Deceased	:	Number
Mortgagor and Real Owner	:	
and	:	
Unknown Surviving Heirs of	:	
Eleanor M. Grove, Deceased	:	
Mortgagor and Real Owner	:	

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the Plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

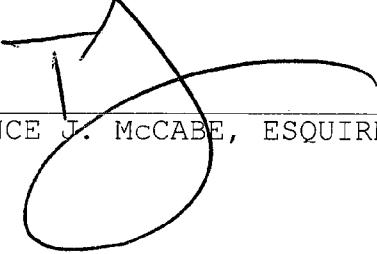
Furthermore, Pennsylvania Rule of Civil Procedure 430(b) (2) specifically provides:

(2) When service is made by publication upon the heirs and assigns of a named former owner or party in interest, the court may permit publication against the heirs or assigns generally if it is set forth in the complaint or an affidavit that they are unknown.

Plaintiff has named Sara Grove, as Defendant in this action as known heir of Eleanor M. Grove. However, Plaintiff has been unable to identify and/or locate additional heirs of Eleanor M. Grove.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pennsylvania Rules of Civil Procedure 430 and 3129.2(D) directing service of the Complaint by posting, publication and by mail and further directing that all

subsequent Notices and pleadings that require personal service may be served in this manner except that publication of the Notice of Sheriff's Sale by the Sheriff set forth in Pa.R.C.P 3129.2(D) is legally sufficient and Plaintiff need not republish the Notice of Sheriff's Sale.


TERRENCE J. McCABE, ESQUIRE

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	:	Clearfield County
Company d/b/a Beneficial	:	Court of Common Pleas
Mortgage Company of Pennsylvania	:	
	:	
v.	:	
	:	
Sara Grove, Known Surviving Heir	:	
of Eleanor M. Grove, Deceased	:	Number
Mortgagor and Real Owner	:	
and	:	
Unknown Surviving Heirs of	:	
Eleanor M. Grove, Deceased	:	
Mortgagor and Real Owner	:	

AFFIDAVIT OF GOOD FAITH INVESTIGATION

I, Terrence J. McCabe, Esquire, hereby aver and swear that I am the attorney of record for the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania in this action and a licensed member of the Bar of this Commonwealth and that I am authorized to execute this Affidavit on behalf of Plaintiff.

I further aver and swear that the following inquiries have been made in an effort to discover the whereabouts of Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner in this action.

1. The Decedent died while she was a resident of Houtzdale, Pennsylvania, as indicated on the death certificate attached hereto, made a part hereof and marked as Exhibit "B".

EXHIBIT A

2. Plaintiff has conducted a search of the records of the register of Wills in and for the County and City of Houtzdale the last known residence of the decedent but no letters testamentary or letters of administration have been granted to settle the estate of Eleanor M. Grove, deceased.

3. Plaintiff has obtained a property search of the mortgaged premises, RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651 which indicates that the record owner of the premises is Eleanor M. Grove. A true and correct copy of said property search is attached hereto, made a part hereof and marked as Exhibit "C".

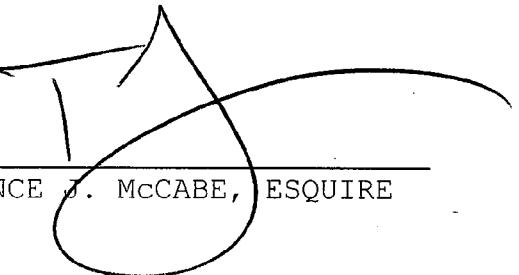
4. Plaintiff has communicated with Reed Funeral Home by telephone in an effort to obtain information regarding the identity and whereabouts of the heirs, devisees and/or personal representatives of Eleanor M. Grove, deceased but such efforts were unsuccessful.

5. Defendant, Sara Grove, is the only heir of Eleanor M. Grove known to Plaintiff. No other heirs are known.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY
OF April, 2006


Chrissandra Shaye Hamilton
NOTARY PUBLIC

By:


TERRENCE J. McCABE, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

This is to certify that this is a true copy of the record which is on file in the Pennsylvania Division of Vital Records in accordance with Act 66, P.L. 304, approved by the General Assembly, June 29, 1953.

WARNING: It is illegal to duplicate this copy by photostat or photograph.

Calvin B. Johnson
Calvin B. Johnson, M.D., M.P.H.
Secretary of Health



Charles Hardester
Charles Hardester
State Registrar

3654261

No.

FEB 14 2006

Date

H105.143 Rev. 2/87

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS

CERTIFICATE OF DEATH

STATE FILE NUMBER

112590

TYPE/PRINT
IN
PERMANENT
BLACK INK

NAME OF DECEDED (First, Middle, Last)		SEX	SOCIAL SECURITY NUMBER		DATE OF DEATH (Month, Day, Year)
1. ELEANOR <i>ANTILDA</i> GROVE		2. female	3. - - -		4. November 23 2005
AGE (Last Birthday)	UNDER 1 YEAR	UNDER 1 DAY	PLACE OF DEATH (Check only one - see instructions on other side)		
5. 85 yrs.	Months	Days	Hours	Minutes	
6. 11-1-20		7. BIRTHPLACE (City and State or Foreign Country)		HOSPITAL	
8. COUNTY OF DEATH		CITY, BORO, TWP OF DEATH		Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> Doctor <input type="checkbox"/> Other: Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify) <input type="checkbox"/>	
9. Clearfield		10. Clearfield		11. Clearfield Hospital	
12. DECEDED'S USUAL OCCUPATION (give kind of work done during most of working life; do not use retired)		13. KIND OF BUSINESS / INDUSTRY		14. DECEDED'S EDUCATION (Specify only highest grade completed)	
11a. TEACHER		11b. EDUCATION		Elementary/Secondary (0-12)	College (1-4 or 5+)
15. DECEDED'S MAILING ADDRESS (Street, City/Town, State, Zip Code)		16. Father's NAME (First, Middle, Last)		17a. State PA Did decedent live in a township? <input checked="" type="checkbox"/> Yes, decedent lived in WOODWARD <small>bwp</small>	
17. 171 4TH STREET		18. ROBERT GROVE		17b. County CLEARFIELD <input type="checkbox"/> No, decedent lived within actual limits of <small>city/boro</small>	
19. 16 MOUNTAIN AVENUE		20. INFORMANT'S NAME (Type/Print)		18. MOTHER'S NAME (First, Middle, Maiden Surname)	
21. <i>SARA GROVE</i>		20a. <i>SARA GROVE</i>		19. ELLA WAGNER	
22. <i>Reed Funeral Home</i>		23. INFORMANT'S MAILING ADDRESS (Street, City/Town, State, Zip Code)		20b. <i>415 El Rock Drive, CHAMBERSBURG, PA 17201</i>	
24. <i>Reed Funeral Home</i>		25. METHOD OF DISPOSITION		21. PLACE OF DISPOSITION- Name of Cemetery, Crematory or Other Place ALTWOOD AREA CEMETERY <small>500 BRISBIN ST</small>	
26. <i>Reed Funeral Home</i>		27. Donation <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input checked="" type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) 21b. 11-24-05		22. LOCATION - City/Town, State, Zip Code ALTWOOD, PA 16601	
28. <i>Reed Funeral Home</i>		29. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH		23. LICENSE NUMBER 22b. TD 13734L <small>DATE SIGNED (Month, Day, Year)</small>	
30. <i>Reed Funeral Home</i>		31. Complete Items 23a-c only when certifying physician is not available at time of death to certify cause of death.		24. <i>Reed Funeral Home</i> <small>23b. DATE SIGNED (Month, Day, Year)</small>	
32. <i>Reed Funeral Home</i>		33. To the best of my knowledge, death occurred at the time, date and place stated.		25. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
34. <i>Reed Funeral Home</i>		35. 23a. <i>Reed Funeral Home</i>		26. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
36. <i>Reed Funeral Home</i>		37. 23a. <i>Reed Funeral Home</i>		27. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
38. <i>Reed Funeral Home</i>		39. 23a. <i>Reed Funeral Home</i>		28. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
40. <i>Reed Funeral Home</i>		41. 23a. <i>Reed Funeral Home</i>		29. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
42. <i>Reed Funeral Home</i>		43. 23a. <i>Reed Funeral Home</i>		30. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
44. <i>Reed Funeral Home</i>		45. 23a. <i>Reed Funeral Home</i>		31. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
46. <i>Reed Funeral Home</i>		47. 23a. <i>Reed Funeral Home</i>		32. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
48. <i>Reed Funeral Home</i>		49. 23a. <i>Reed Funeral Home</i>		33. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
50. <i>Reed Funeral Home</i>		51. 23a. <i>Reed Funeral Home</i>		34. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
52. <i>Reed Funeral Home</i>		53. 23a. <i>Reed Funeral Home</i>		35. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
54. <i>Reed Funeral Home</i>		55. 23a. <i>Reed Funeral Home</i>		36. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
56. <i>Reed Funeral Home</i>		57. 23a. <i>Reed Funeral Home</i>		37. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
58. <i>Reed Funeral Home</i>		59. 23a. <i>Reed Funeral Home</i>		38. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
60. <i>Reed Funeral Home</i>		61. 23a. <i>Reed Funeral Home</i>		39. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
62. <i>Reed Funeral Home</i>		63. 23a. <i>Reed Funeral Home</i>		40. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
64. <i>Reed Funeral Home</i>		65. 23a. <i>Reed Funeral Home</i>		41. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
66. <i>Reed Funeral Home</i>		67. 23a. <i>Reed Funeral Home</i>		42. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
68. <i>Reed Funeral Home</i>		69. 23a. <i>Reed Funeral Home</i>		43. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
70. <i>Reed Funeral Home</i>		71. 23a. <i>Reed Funeral Home</i>		44. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
72. <i>Reed Funeral Home</i>		73. 23a. <i>Reed Funeral Home</i>		45. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
74. <i>Reed Funeral Home</i>		75. 23a. <i>Reed Funeral Home</i>		46. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
76. <i>Reed Funeral Home</i>		77. 23a. <i>Reed Funeral Home</i>		47. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
78. <i>Reed Funeral Home</i>		79. 23a. <i>Reed Funeral Home</i>		48. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
80. <i>Reed Funeral Home</i>		81. 23a. <i>Reed Funeral Home</i>		49. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
82. <i>Reed Funeral Home</i>		83. 23a. <i>Reed Funeral Home</i>		50. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
84. <i>Reed Funeral Home</i>		85. 23a. <i>Reed Funeral Home</i>		51. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
86. <i>Reed Funeral Home</i>		87. 23a. <i>Reed Funeral Home</i>		52. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
88. <i>Reed Funeral Home</i>		89. 23a. <i>Reed Funeral Home</i>		53. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
90. <i>Reed Funeral Home</i>		91. 23a. <i>Reed Funeral Home</i>		54. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
92. <i>Reed Funeral Home</i>		93. 23a. <i>Reed Funeral Home</i>		55. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
94. <i>Reed Funeral Home</i>		95. 23a. <i>Reed Funeral Home</i>		56. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
96. <i>Reed Funeral Home</i>		97. 23a. <i>Reed Funeral Home</i>		57. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
98. <i>Reed Funeral Home</i>		99. 23a. <i>Reed Funeral Home</i>		58. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
100. <i>Reed Funeral Home</i>		101. 23a. <i>Reed Funeral Home</i>		59. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
102. <i>Reed Funeral Home</i>		103. 23a. <i>Reed Funeral Home</i>		60. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
104. <i>Reed Funeral Home</i>		105. 23a. <i>Reed Funeral Home</i>		61. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
106. <i>Reed Funeral Home</i>		107. 23a. <i>Reed Funeral Home</i>		62. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
108. <i>Reed Funeral Home</i>		109. 23a. <i>Reed Funeral Home</i>		63. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
110. <i>Reed Funeral Home</i>		111. 23a. <i>Reed Funeral Home</i>		64. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
112. <i>Reed Funeral Home</i>		113. 23a. <i>Reed Funeral Home</i>		65. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
114. <i>Reed Funeral Home</i>		115. 23a. <i>Reed Funeral Home</i>		66. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
116. <i>Reed Funeral Home</i>		117. 23a. <i>Reed Funeral Home</i>		67. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
118. <i>Reed Funeral Home</i>		119. 23a. <i>Reed Funeral Home</i>		68. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
120. <i>Reed Funeral Home</i>		121. 23a. <i>Reed Funeral Home</i>		69. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
122. <i>Reed Funeral Home</i>		123. 23a. <i>Reed Funeral Home</i>		70. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
124. <i>Reed Funeral Home</i>		125. 23a. <i>Reed Funeral Home</i>		71. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
126. <i>Reed Funeral Home</i>		127. 23a. <i>Reed Funeral Home</i>		72. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
128. <i>Reed Funeral Home</i>		129. 23a. <i>Reed Funeral Home</i>		73. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
130. <i>Reed Funeral Home</i>		131. 23a. <i>Reed Funeral Home</i>		74. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
132. <i>Reed Funeral Home</i>		133. 23a. <i>Reed Funeral Home</i>		75. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
134. <i>Reed Funeral Home</i>		135. 23a. <i>Reed Funeral Home</i>		76. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
136. <i>Reed Funeral Home</i>		137. 23a. <i>Reed Funeral Home</i>		77. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
138. <i>Reed Funeral Home</i>		139. 23a. <i>Reed Funeral Home</i>		78. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
140. <i>Reed Funeral Home</i>		141. 23a. <i>Reed Funeral Home</i>		79. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
142. <i>Reed Funeral Home</i>		143. 23a. <i>Reed Funeral Home</i>		80. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
144. <i>Reed Funeral Home</i>		145. 23a. <i>Reed Funeral Home</i>		81. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
146. <i>Reed Funeral Home</i>		147. 23a. <i>Reed Funeral Home</i>		82. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
148. <i>Reed Funeral Home</i>		149. 23a. <i>Reed Funeral Home</i>		83. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
150. <i>Reed Funeral Home</i>		151. 23a. <i>Reed Funeral Home</i>		84. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
152. <i>Reed Funeral Home</i>		153. 23a. <i>Reed Funeral Home</i>		85. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
154. <i>Reed Funeral Home</i>		155. 23a. <i>Reed Funeral Home</i>		86. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
156. <i>Reed Funeral Home</i>		157. 23a. <i>Reed Funeral Home</i>		87. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
158. <i>Reed Funeral Home</i>		159. 23a. <i>Reed Funeral Home</i>		88. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
160. <i>Reed Funeral Home</i>		161. 23a. <i>Reed Funeral Home</i>		89. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
162. <i>Reed Funeral Home</i>		163. 23a. <i>Reed Funeral Home</i>		90. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
164. <i>Reed Funeral Home</i>		165. 23a. <i>Reed Funeral Home</i>		91. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
166. <i>Reed Funeral Home</i>		167. 23a. <i>Reed Funeral Home</i>		92. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
168. <i>Reed Funeral Home</i>		169. 23a. <i>Reed Funeral Home</i>		93. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
170. <i>Reed Funeral Home</i>		171. 23a. <i>Reed Funeral Home</i>		94. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
172. <i>Reed Funeral Home</i>		173. 23a. <i>Reed Funeral Home</i>		95. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
174. <i>Reed Funeral Home</i>		175. 23a. <i>Reed Funeral Home</i>		96. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
176. <i>Reed Funeral Home</i>		177. 23a. <i>Reed Funeral Home</i>		97. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
178. <i>Reed Funeral Home</i>		179. 23a. <i>Reed Funeral Home</i>		98. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
180. <i>Reed Funeral Home</i>		181. 23a. <i>Reed Funeral Home</i>		99. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
182. <i>Reed Funeral Home</i>		183. 23a. <i>Reed Funeral Home</i>		100. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
184. <i>Reed Funeral Home</i>		185. 23a. <i>Reed Funeral Home</i>		101. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
186. <i>Reed Funeral Home</i>		187. 23a. <i>Reed Funeral Home</i>		102. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
188. <i>Reed Funeral Home</i>		189. 23a. <i>Reed Funeral Home</i>		103. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
190. <i>Reed Funeral Home</i>		191. 23a. <i>Reed Funeral Home</i>		104. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
192. <i>Reed Funeral Home</i>		193. 23a. <i>Reed Funeral Home</i>		105. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
194. <i>Reed Funeral Home</i>		195. 23a. <i>Reed Funeral Home</i>		106. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
196. <i>Reed Funeral Home</i>		197. 23a. <i>Reed Funeral Home</i>		107. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
198. <i>Reed Funeral Home</i>		199. 23a. <i>Reed Funeral Home</i>		108. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
200. <i>Reed Funeral Home</i>		201. 23a. <i>Reed Funeral Home</i>		109. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
202. <i>Reed Funeral Home</i>		203. 23a. <i>Reed Funeral Home</i>		110. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
204. <i>Reed Funeral Home</i>		205. 23a. <i>Reed Funeral Home</i>		111. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
206. <i>Reed Funeral Home</i>		207. 23a. <i>Reed Funeral Home</i>		112. 23b. <i>Reed Funeral Home</i> <small>23c. DATE SIGNED (Month, Day, Year)</small>	
208. <i>Reed Funeral Home</i>		209. 23a. <i>Reed Funeral Home</i>		113. 23b.</b	

SEARCHTEC, INC.

Sixth Floor, 211 North 13th Street, Philadelphia, PA 19107

215/963-0888 Fax 215/851-8775

SEARCH REPORT

ORDERER: Noelle
COMPANY: 21st Century Abstract
ADDRESS: 123 S. Broad St.
Suite 2050
Phila, PA 19109

SEARCHTEC#: TFA02245 CUST#: 99-5526
ORDER DATE: 12/22/05 COMPLETED: 12/27/2005
FAX: 215-790-5740
DATE CERTIFIED: 12/22/05
TYPE OF SEARCH: Series 20 PNa

NAME GIVEN: Grove, Eleanor M.
ADDRESS GIVEN: RR 1 Box 94, Unit #
Houtzdale, PA 16651

COUNTY: CLEARFIELD

DEED INFORMATION

RECORD OWNER: Eleanor M. Grove, single
PREMISES SEARCHED: 171 4th St., Unit #

TWP: Woodward
COUNTY: CLEARFIELD

DATE OF DEED	REC'D DATE	DEED BOOK & PAGE	CONSIDERATION	ASSESSMENT
08/18/70	08/20/70	566 431	\$1.00	\$7,375

PARCEL NUMBER	SIZE OF LOT	FORMER OWNER
130-M14-410-23	166x150	Eleanor M. Grove, single and Ella R. Grove, widow

MORTGAGE INFORMATION

BOOK & PAGE	DATED	RECORDED	AMOUNT	MORTGAGEE
199901026	01/20/99	01/22/99	\$41,667.08	Household Finance C.D.C.
200111750	07/25/01	07/30/01	\$58,359.96	Beneficial C.D.C. d/b/a Beneficial Mortgage Company

JUDGMENT INFORMATION

None

FEDERAL LIENS: None
BANKRUPTCIES: None
MECHANICS LIENS: None
UCC PROTHONOTARY: None
UCC RECORDER: None
REMARKS: None

COMPANY HAS CONDUCTED SEARCHES OF THE PUBLIC RECORD FROM THE DATE OF THE DEED INTO THE RECORD OWNER(S) UNTIL THE "DATE CERTIFIED" FOR ITEMS UNDER THE ABOVE CAPTIONS WHICH CONSTITUTE LIENS AGAINST THE GIVEN ADDRESS AND FOUND ONLY THOSE SET FORTH ABOVE. TO THE BEST OF OUR KNOWLEDGE THIS REPORT IS ACCURATE AND COMPLETE, HOWEVER, NO LIABILITY IS ASSUMED BY REASON OF ANY ERROR OR OMISSION..

EXHIBIT C

INVOICE

Page 1

Customer Code: TFA

Attn: Heidi Early
21st Century Abstract
123 S. Broad St.
Suite 2050
Phila, PA 19109

Bill Date: 12/27/2005
Order#: TFA02245
Invoice#: S001185
Terms: Net 30
Fax: 1-215-790-5740

ORDER INFORMATION

Name: Grove, Eleanor M.
Addr: RR 1 Box 94
CSZ: Houtzdale, PA 16651
Cnty: CLEARFIELD

Ref#: 99-5526 By: Noelle

Inst: Please provide full copies of federal liens. We need this in
three business days if possible. Please SUPER RUSH. +Copy of Fu

SERVICES

Basic Search	55.00
County UCCs - Listings	25.00
Copy of FULL Deed	10.00
Mechanic's Liens	20.00
<hr/>	
TOTAL:	\$110.00

WARRANTY DEED

Printed on Plankenhorn's 100% Linen Record Paper

VOL 566 PAGE 431

This Deed,

Made the Eighteenth day of August
in the year nineteen hundred and Seventy.

Between ELEANOR M. GROVE, Single, of Woodward Township, Clearfield County, Pennsylvania, and ELLA R. GROVE, Widow, of Woodward Township, Clearfield County, Pennsylvania, Grantors and Parties of the First Part,

... AND ...

ELEANOR M. GROVE, Single, of Woodward Township, Clearfield County, Pennsylvania, Grantee and Party of the Second Part.

Witnesseth. That in consideration of —

All those certain lots, pieces or parcels of land situate in the Town of Loranine, in the Township of Woodward, County of Clearfield, and State of Pennsylvania, bounded and described as follows: _____

PARCEL #1:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street and the North right-of-way line of Brittain Street; thence along the North right-of-way line of Brittain Street South Sixty-two degrees fifty minutes West (S 62° 50' W) Two hundred forty-two and nine-tenths (242.9') feet to a state corner, said corner is the intersection of the North right-of-way line of Brittain Street with the East right-of-way line of an Unnamed Alley; thence along the East side of the Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the East side of the above noted Alley with the South right-of-way line of another Unnamed Alley; thence along the South right-of-way line of the Second noted Unnamed Alley North Sixty-two degrees Fifty minutes East (N 62° 50' E) Thirty-five and one-tenth (35.1') feet to a stake corner, said corner being on the South right-of-way line of Walnut Street; thence along the South right-of-way line of Walnut Street and following courses and distances: North Eighty-eight degrees Ten minutes East (N 88° 10' E) Twenty-two and nine-tenths (22.9') feet to a stake corner; South Eighty degrees Nineteen minutes East (S 80° 19' E) Two hundred thirty-three and eight-tenths (233.8') feet to place of beginning.

BEING Lot No. 205 in the plot plan of the Village of Lorraine, containing eight-tenths (0.8) acre, more or less.

4566 432

PARCEL #2:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street with the West right-of-way line of Fourth Street; thence along the West right-of-way line of Fourth Street South Five degrees Forty minutes West (S 5° 40' W), One hundred Seventy-one and two-tenths (171.2') feet to a stake corner, said corner is a common corner with the West right-of-way line of Fourth Street and the North right-of-way line of Rose Alley; thence along the North right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W), Two hundred thirty-seven and eight-tenths (237.8') feet to a stake corner, said corner is the intersection of North right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot Alley; thence along the East right-of-way of the above noted Unnamed Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W). One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the above noted Unnamed Alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E), Three hundred twenty-two and six-tenths (322.6') feet to a stake corner, said corner being the intersection of the South right-of-way line of Walnut Street with the North right-of-way line of Brittain Street; thence along the South right-of-way line of Walnut Street South Eighty degrees Nineteen minutes East (S 80° 19' E), Ten and one-tenth (10.1') feet to place of beginning.

BEING Lots Nos. 194, 195, 196, 197, and 198 in the plot plan of the Village of Lorraine, containing One (1.0) acre, more or less and having thereon erected a two story, frame dwelling-house.

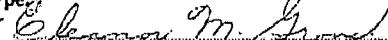
BEING the same premises that were granted and conveyed unto the Grantors herein by deed of Eleanor Grove dated August 24, 1962, and entered of record in the Office for the Recording of Deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 497, page 650.

THIS IS A PARENT TO CHILD TRANSACTION.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



Eleanor M. Grove

This _____ day of _____

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

VOL 566 PAGE 433

And the said grantor-s will—specially—Warrant and Forever Defend the property hereby conveyed.

In witness whereof, said grantors—have hereunto set—their—hands—and cents—the day and year first above-written.

Spoken and delivered in the presence of

Ella Rose
Ella R. Grove
Eleanor M. Grove

Certificate of Residence

I hereby certify, that the precise residence of the grantee
Woodward Township, Clearfield County Pennsylvania, herein is as follows:

Commonwealth of Pennsylvania }
County of CENTRE } 55:

On this, the 17th day of August 1970, before me a Notary Public the undersigned officer, personally appeared ELLA R. GROVE and ELEANOR M. GROVE known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official

hand and official seal.
Margaret R. Sharp
Notary Public
My Commission Expires

Commonwealth of Pennsylvania }
Secretary of } 55.

MARGARET R. SMARP, Notary Public
Philipsburg, Centre Co., Pa.
My Commission Expires April 5, 1971

the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person
instrument, and acknowledged that
contained

IN WITNESS WHEREOF, I have hereunto set my hand and

5891

WARRANTY DEED
VOL 724 PAGE 224

Printed on Plankenhorn 100% Linen Record Paper

This Deed,

MADE the Eleventh day of August
in the year nineteen hundred and Sixty-six.BETWEEN ELEANOR M. GROVE, Single, of Woodward Township, Clearfield
County, Pennsylvania, Grantor and Party of the First Part,

AND

WARREN E. GROVE and MARGARET L. GROVE, His Wife, both of Houtzdale,
R. D., Woodward Township, Clearfield County, Pennsylvania, as
Tenants by the Entireties, Grantees and Parties of the Second Part.

WITNESSETH, That in consideration of

* * * * * ONE (\$1.00) DOLLAR* * * * * Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant
and convey to the said grantee, their heirs and assigns,ALL those certain pieces or parcels of land situate, lying and
being in the Town of Lorain, in the Township of Woodward, County
of Clearfield, and State of Pennsylvania, bounded and described
as follows:

PARCEL #1:

20750
20750
09003
712

BEGINNING at a stake corner, said corner is the
intersection of the Northern right-of-way of
Brittain Street and an unnamed alley; thence along
the Northern right-of-way line of Brittain Street
North Sixty-two degrees Fifty minutes East
(N 62° 50' E) One Hundred (100') feet to a point;
thence along other lands of the Grantor herein
North Twenty-seven degrees Ten minutes West
(N 27° 10' W) a distance of One Hundred Ten (110')
feet more or less to a point on the Southern right-
of-way line of Walnut Street; thence along the
Southern right-of-way line of Walnut Street North
Eighty degrees Nineteen minutes West (N 80° 19' W)
a distance of Forty-five (45') feet, more or less,
to a stake corner; thence along same South Eighty-
eight degrees Ten minutes West (S 88° 10' W) a
distance of Twenty-two and Nine tenths (22.9') feet
to a stake corner, said corner is the intersection
of the Southern right-of-way line of Walnut Street
and another unnamed alley; thence along the Southern
right-of-way line of said unnamed Alley South Sixty-
two degrees Fifty minutes West (S 62° 50' W) a
distance of Thirty-five and One tenth (35.1') feet to
a stake corner, said corner being the intersection of
the above noted two unnamed alleys; thence along the
first noted unnamed alley South Twenty-seven degrees
Ten minutes East (S 27° 10' E) a distance of One
hundred Fifty (150') feet to place of beginning.

BEING a portion of Lot No. 205 in the plot plan of
the Village of Lorain,

PARCEL #2:

BEGINNING at a stake corner, said corner is the

VOL 724 PAGE 225

intersection of the Northern right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot alley; thence along the East right-of-way of the above noted unnamed alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) a distance of One Hundred Fifty (150') feet to a stake corner, said corner is the intersection of the above noted unnamed alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E) One Hundred (100') feet to a point, said point being the common corner of lands described herein and other lands of the Grantor herein; thence along other lands of the Grantor herein South Twenty-seven degrees Ten minutes East (S 27° 10' E) a distance of One Hundred Fifty (150') feet to the Northern right-of-way of Rose Alley; thence along the Northern right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W) a distance of One Hundred (100') foot to a stake corner, the place of beginning.

BEING Lots Nos. 194 and 195 in the plot plan of the Village of Lorahine.

BEING a portion of the same premises as were granted and Conveyed unto the Grantor herein by deed of Eleanor M. Grove, et. al., dated August 10, 1970, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 566, Page 431.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

.....Wm. E. Grove.....

.....Margaret L. Grove.....

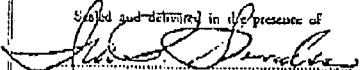
This day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RICHT OF SUPPORT UNDERRAFT THE SURFACE LAND DESCRIBED OR IMPLANTED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RICHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RICHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (The Notice is set forth pursuant to Act No. 235, approved September 10, 1963, as amended.)

AND the said grantor will Specially WARRANT AND FOREVER DEFEND the property
hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the
day and year first above-written.

Sealed and delivered in the presence of



Eleanor M. Grove
Eleanor M. Grove (SEAL)

(SEAL)

(SEAL)

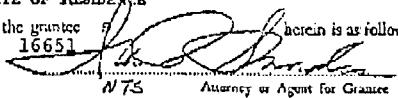
(SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee
R. D. Houtzdale, Pa. 16651
herein is as follows:



NTS

Attorney or Agent for Grantee

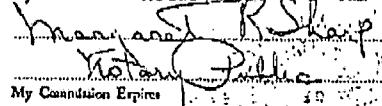
Commonwealth of Pennsylvania
County of CENTRE

On this, the 17th day of August 1976, before me a Notary Public
the undersigned officer, personally appeared ELEANOR M. GROVE

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that she executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

MARGARET R. SHARP, Notary Public
Philipsburg, Centre Co., Pa. 16666
My Commission Expires April 9, 1979


Notary Public
My Commission Expires

Commonwealth of Pennsylvania
County of

On this, the day of 19, before me

the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that she executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

AFFIDAVIT NO. 5692

My Commission Expires

Dated of Record Aug 19 1976, 11:08, Civil Recorder

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :
:
v. :
:
Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number
Mortgagor and Real Owner :
and :
Unknown Surviving Heirs of :
Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :
:

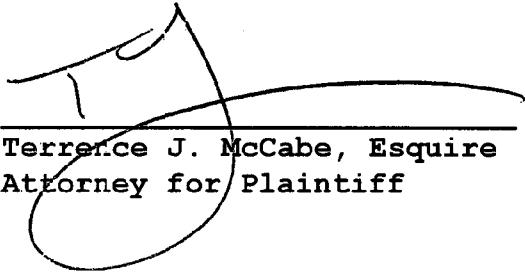
CERTIFICATE OF SERVICE

I, Terrence J. McCabe, Esquire, Attorney for Plaintiff, hereby certifies that a true and correct copy of the within pleading was served on the below party on the 13th day of April, 2006 by the United States mail, first class:

**Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201**

**Unknown Surviving Heirs of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651**

DATE: April 13, 2006


Terrence J. McCabe, Esquire
Attorney for Plaintiff

FILED

APR 18 2006
William A. Shaw
Probationary Clerk of Courts

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

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
RITA C. BUSCHER*‡
MONICA G. CHRISTIE +
ANDREW L. MARKOWITZ
FRANK DUBIN
BRENDA L. BROGDON*
BONNIE DAHL*
SCOTT TAGGART*
ANGELA M. MICHAEL
MATTHEW DITRAPANI^
CARLA FARALDO^

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

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

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

Of Counsel
JOSEPH F. RIGA*
LISA L. WALLACE‡

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

April 7, 2006

Prothonotary's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

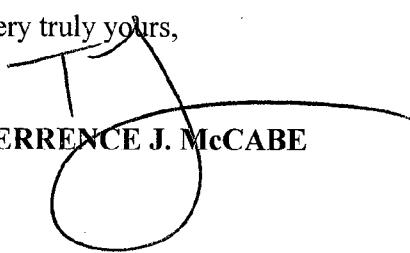
Re: **Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania v. Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner**
Premises: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651

Dear Sir or Madam:

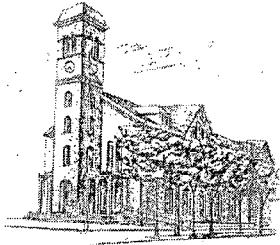
Enclosed please find an original and one copies of Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430 relative to the above matter. Kindly file the original of record with the Court and return to me a time-stamped copy in the stamped, self-addressed envelope which is provided.

Thank you for your cooperation.

Very truly yours,


TERRENCE J. McCABE

TJM/csh
Enclosures



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,



William A. Shaw
Prothonotary

DATE: 4-21-06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :

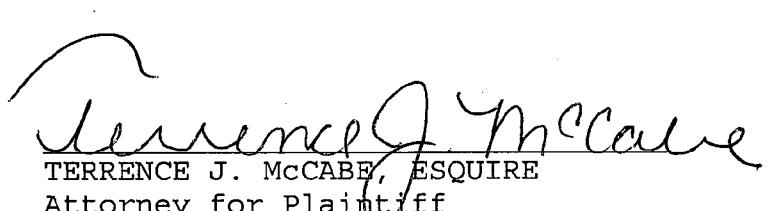
v. :

Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number 2006-598-CD
Mortgagor and Real Owner :
and :
Unknown Surviving Heirs of :
Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

MAY 16 2006
E
AM 12:45 PM
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT w/ REINSTATED COMPLAINT
TO SHERIFF & ATTORNEY

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
961 Weigel Drive
Elmhurst, IL 60126

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and
Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

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.

APR 18 2008

Attest.

Wm. A. R.
Prothonotary/
Clerk of Courts

Number 2006-598-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.
BY: 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
961 Weigel Drive
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Sara Grove, Known Surviving Heir
of Eleanor M. Grove, Deceased
Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 415 Elrock Drive, Chambersburg, PA 17201.

3. The Defendant is Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

4. On 07/25/2001, Eleanor M. Grove 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 #200111750.

5. On 11/23/2005, Eleanor M. Grove departed this life. No estate or administration has been opened as a result of the demise of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/05/2005 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$ 53,364.97
Interest through 01/25/2006	\$ 3,006.01
(Plus \$ 14.62 per diem thereafter)	
Attorney's Fee	\$ 2,668.25
Corporate Advances	\$ 333.50
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 59,922.73

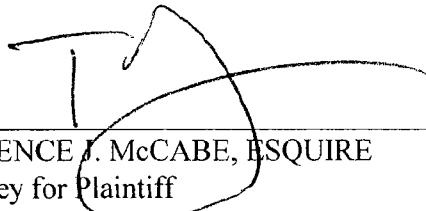
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. 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.

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose on their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$59,922.73, together with interest at the rate of \$14.62 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Sylvia Hamdani-Bryant, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial CDC, 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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Sylvia Hamdani Bryant
Sylvia Hamdani-Bryant

711707

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of JULY 2001, between the
Mortgagor, ELEANOR M. GROVE, SINGLE

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

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 58,359.96, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 25, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 25, 2016 :

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
WOODWARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/18/1970 AND RECORDED 08/20/1970, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 566
AND PAGE 431. TAX MAP OR PARCEL ID NO.: 130-M14-410-23

PADD12A1



*116002701572MTG7000PA0012A1F***GROVE

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*116002701572MTG7000PA0012A2F**GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A3



*116002701572MTG7000PA0012A3F**GROVE

* FILE COPY

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A4



*116002701572MTG7000PA0012A4FMNGROVE

* FILE COPY

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

03-01-01 MTG

PA0012AS



*116002701572MTG7000PA0012ASF*GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A8



*116002701572MTG7000PA0012A6F**GROVE

* FILE COPY

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.


ELEANOR M. GROVE Borrower

Borrower

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

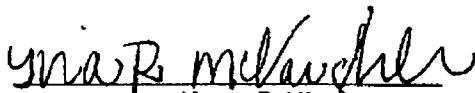
On behalf of the Lender, By: TINA MC LAUGHLIN Title: SA
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, TINA R MC LAUGHLIN a Notary Public in and for said county and state, do hereby certify that ELEANOR M. GROVE

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

Given under my hand and official seal, this 25TH day of JULY, 2001.

My Commission expires:


TINA R. MC LAUGHLIN
Notary Public

Notarial Seal
Tina R. McLaughlin, Notary Public
College Twp., Centre County
My Commission Expires Mar. 14, 2005
Member, Pennsylvania Association of Notaries

This instrument was prepared by:
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
1995 S ATHERTON STREET
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

Return To:
Records Processing Services
577 Lamont Road
Elmhurst, IL 60126
PA0012A7



*116002701572MTG7000PA0012A7F**GROVE

* FILE COPY

Date: 4/18/2006
Time: 12:30 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1913397
Page 1 of 1

Received of: McCabe, Terrence J. Esq (attorney for Be \$ 85.00

Eighty-Five and 00/100 Dollars

Case:	Plaintiff:	Amount
2006-00598-CD	Beneficial Consumer Discount C	
Civil Complaint		85.00
Total:		85.00

Check: 77117

Payment Method: Check
Amount Tendered: 85.00
Change Returned: 0.00
Clerk: BILLSHAW

william A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101538
NO: 06-598-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: SARA GROVE, Known Surviving Heir of Eleanor M. Grove, Dec. al

SHERIFF RETURN

NOW, May 22, 2006 AT 11:29 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT RR#1 BOX 94 N/K/A 171 4TH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO

FILED
013:0301
MAY 24 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101538
NO: 06-598-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: SARA GROVE, Known Surviving Heir of Eleanor M. Grove, Dec. al

SHERIFF RETURN

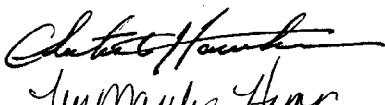
RETURN COSTS

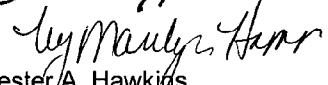
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	78864	10.00
SHERIFF HAWKINS	MCCABE	78864	34.02

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



by 
Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101455**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # **06-598-CD**

VS.

**SARA GROVE, known Surviving Heir of Eleanor M. Grove, Deceased
Mortgagor**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 31, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR M. GROVE, DECEASED MORTGAGOR & REAL OWNER, DEFENDANT. RR#1 BOX 94 nka 171 4th St., Houtzdale, Pa. "EMPTY.

SERVED BY: /

FILED
01-5261
MAY 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101455
NO: 06-598-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: SARA GROVE, known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor
and Real Owner and UNKNOWN SURING HEIRS OF ELEAOR M. GROVE, Deceased

SHERIFF RETURN

NOW, April 19, 2006, SHERIFF OF FRANKLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SARA GROVE, Known surviving heir of Eleanor M. Grove, Deceased Mortgagor & Real Owner.

NOW, May 04, 2006 AT 9:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SARA GROVE, Known surviving heir of Eleanor M. Grove, Deceased Mortgagor & Real Owner, DEFENDANT. THE RETURN OF FRANKLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101455
NO: 06-598-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: SARA GROVE, known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor
and Real Owner and UNKNOWN SURING HEIRS OF ELEAOR M. GROVE, Deceased

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	77118	20.00
SHERIFF HAWKINS	MCCABE	77118	43.02
FRANKLIN CO.	MCCABE	77119	49.20

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2006-00106 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF FRANKLIN

MCCABE WEISBERG AND CONWAY

VS

SARA GROVE ET AL

GARY L WYRICK, Deputy Sheriff of FRANKLIN
County, Pennsylvania, who being duly sworn according to law,
says, the within COMP MORT FORE was served upon
GROVE SARA KNOWN SURVIVING HEI R OF ELEANOR M GROVE DECEASED the
DEFENDANT, at 0009:35 Hour, on the 4th day of May, 2006
at 415 ELROCK DRIVE
CHAMBERSBURG, PA 17201 by handing to
SARA A GROVE
a true and attested copy of COMP MORT FORE together with

and at the same time directing Her attention to the contents thereof.

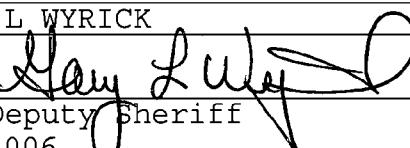
Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	.00

So Answers:

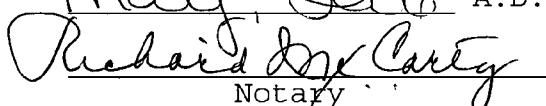
GARY L WYRICK

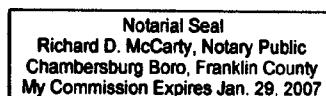
By


05/19/2006
MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 19th day of
&00
May, 2006 A.D.


Richard D. McCarty
Notary





Sheriff's Office Clearfield County

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
PETER F. SMITH
SOLICITOR

06-106 T

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAGE 101455

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

TERM & NO. 06-598-CD

vs. COMPLAINT IN MORTGAGE FORECLOSURE

SARA GROVE, known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor
and Real Owner and UNKNOWN SURING HEIRS OF ELEAOR M. GROVE, Deceased

SERVE BY: 05/18/06

MAKE REFUND PAYABLE TO MCCABE WEISBERG & CONWAY, P.C.

SERVE: SARA GROVE, Known surviving heir of Eleanor M. Grove, Deceased Mortgagor & Real Owner

ADDRESS: 415 ELROCK RIVE, CHAMBERSBURG, PA 17201

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2006.

RESPECTFULLY,

RECEIVED
APR 21 2006

Chester Hawkins
FRANKLIN COUNTY SHERIFF'S OFFICE

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Attorney for Plaintiff

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and
Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

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.

APR 18 2006

Attest.

Wm. J. Quigley
Prothonotary/
Clerk of Courts

Number 2006-598-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 TELEFONAR LA OFICINA EXPUESTA ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial
Mortgage Company of
Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Sara Grove, Known Surviving Heir
of Eleanor M. Grove, Deceased
Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201
and
Unknown Surviving Heirs of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 415 Elrock Drive, Chambersburg, PA 17201.

3. The Defendant is Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

4. On 07/25/2001, Eleanor M. Grove 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 #200111750.

5. On 11/23/2005, Eleanor M. Grove departed this life. No estate or administration has been opened as a result of the demise of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/05/2005 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$ 53,364.97
Interest through 01/25/2006	\$ 3,006.01
(Plus \$ 14.62 per diem thereafter)	
Attorney's Fee	\$ 2,668.25
Corporate Advances	\$ 333.50
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 59,922.73

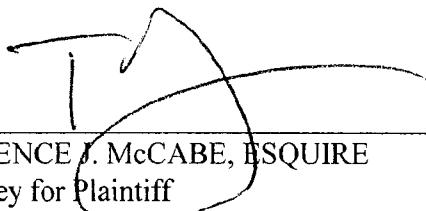
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. 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.

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose on their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$59,922.73, together with interest at the rate of \$14.62 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Sylvia Hamdani-Bryant, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.O.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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Sylvia Hamdani Bryant
Sylvia Hamdani-Bryant

711707

MORTGAGE

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

THIS MORTGAGE is made this day 25TH of JULY 2001, between the
Mortgagor, ELEANOR M. GROVE, SINGLE

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 58,359.96, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 25, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 25, 2016 :

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
WOODWARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/18/1970 AND RECORDED 08/20/1970, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 566
AND PAGE 431. TAX MAP OR PARCEL ID NO.: 130-M14-410-23

PAD01281



*116002701572MTG7000PA0012A1F***GROVE

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*116002701572MTG7000PA0012A2F**GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A3



*116002701572MTG7000PA0012A3F**GROVE

* FILE COPY

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A4



*116002701572MTG7000PA0012A4FM*GROVE

* FILE COPY

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

03-01-01 MTG

PA0012AS



*116002701572MTG7000PA0012ASF**GROVE

* FILE COPY

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.

03-01-01 MTG

PA0012A8



*116002701572MTG7000PA0012A6F**GROVE

* FILE COPY

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.

Eleanor M. Grove
ELEANOR M. GROVE - Borrower

-Borrower

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

On behalf of the Lender, By: TINA MC LAUGHLIN *Tina McLaughlin* Title: SA
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, TINA R. MC LAUGHLIN a Notary Public in and for said county and state, do hereby certify that ELEANOR M. GROVE

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

Given under my hand and official seal, this 25TH day of JULY, 01, 20

My Commission expires:

Tina R. McLaughlin
Notary Public

Notarial Seal
Tina R. McLaughlin, Notary Public
College Twp., Centre County
My Commission Expires Mar. 14, 2005
Member, Pennsylvania Association of Notaries

This instrument was prepared by:
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
1995 S ATHERTON ~~STREET~~
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*116002701572MTG7000PA0012A7F**GROVE

* FILE COPY

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :
:
v. :
:
Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number 2006-598-CD
Mortgagor and Real Owner :
and :
Unknown Surviving Heirs of :
Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :
:

FILED

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF CLEARFIELD:

JUN 05 2006
M/12/2006
William A. Shaw
Prothonotary/Clerk of Courts
16EN T TO ATO

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 April 28, 2006, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, by regular mail, and certified mail, return receipt requested, addressed to their last-known address of RR1 Box 94 a/k/a 171 4th Street, Houtzdale, PA 16651. True and correct copies of the letter and certified receipt, are attached hereto, made a part hereof, and marked as Exhibit "A."
3. That on May 22, 2006, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, by posting the same at the mortgaged premises of RR1 Box 94 a/k/a 171 4th Street, Houtzdale,

PA 16651. A true and correct copies of the Sheriff's Return of Service is attached hereto, made a part hereof, and marked as Exhibit "B."

4. That on May 12, 2006, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, through publication in the Clearfield County Legal Journal. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C."

5. That on May 12, 2006, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, through publication in The Courier-Express/Tri-County Sunday /Jeffersonian Democrat. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D."

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 1st DAY

OF June, 2006.

Chrissandra Shaye Hamilton
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

27817

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

: Clearfield County
: Court of Common Pleas

v.

Sara Grove, Known Surviving Heir
of Eleanor M. Grove, Deceased
Mortgagor and Real Owner

: Number 2006-598-CO

and
Unknown Surviving Heirs of
Eleanor M. Grove, Deceased
Mortgagor and Real Owner

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

APR 21 2006

O R D E R

Attest.

W. L. L.
Prothonotary/
Clerk of Courts

AND NOW, this 19th day of April

, 2006,

upon consideration of Plaintiff's Motion for Service upon the Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Pennsylvania Rules of Civil Procedure 430, Plaintiff may comply with the applicable service requirements by one PUBLICATION of a NOTICE of the filing of the Complaint in Clearfield County newspaper with daily circulation and by one PUBLICATION of a NOTICE of the filing of the Complaint in the County Legal Journal; by POSTING the premises RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651 with a copy of the Complaint filed in the above captioned matter and by MAILING by Certified Mail, Return Receipt requested a true and correct copy of the Complaint to the premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all

subsequent Notices and pleadings, that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2(D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J Ammerman

J.

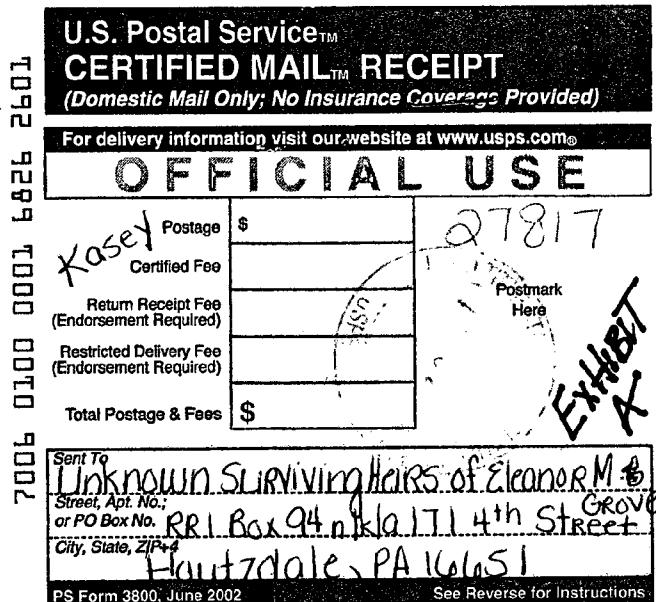
EXHIBIT X

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
RITA C. BUSCHER*‡
FRANK DUBIN
MONICA G. CHRISTIE +†
BRENDA L. BROGDON*
BETH L. THOMAS
SEAN GARRETT*+
JULIE M. FIORELLO^
SVEN E. PFAHLERT*
STEVEN J. NIERENBERG
JOSEPH VACCARO*

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

April 28, 2006

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



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

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

Affiliated with:
WHITTLESEY McDOWELL & RIGA P.C.
Joseph F. Riga*
Of Counsel

RE: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania v. Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner

Clearfield County, CCP, Number 2006-598-CD

Dear : Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner,

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

TJM/kp

Enclosures

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7006 0100 0001 6826 2601
RETURN RECEIPT REQUESTED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101538
NO: 06-598-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: SARA GROVE, Known Surviving Heir of Eleanor M. Grove, Dec. al

SHERIFF RETURN

NOW, May 22, 2006 AT 11:29 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE &
ORDER AT RR#1 BOX 94 N/K/A 171 4TH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO

EXHIBIT B

27817

PROOF OF PUBLICATION

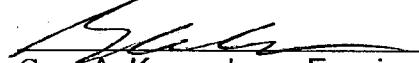
STATE OF PENNSYLVANIA :

:

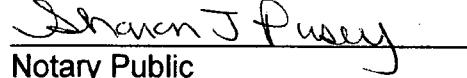
COUNTY OF CLEARFIELD :

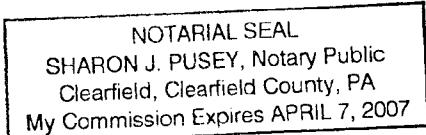
:

On this 12th day of May AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 12, 2006, Vol. 18 No. 19. And that all of the allegations of this statement as to the time, place, and character of the publication are true.


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.


Notary Public
My Commission Expires



Terrence J. McCabe
Suite 2080
123 South Broad St
Philadelphia PA 19109

EXHIBIT C

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**
Number 2006-598-CD

McCABE, WEISBERG AND CONWAY,
P.C. BY: TERENCE 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 vs. Sara Grove, Known Surviving Heir of Eleanor N. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner

TO: UNKNOWN SURVIVING HEIRS
OF ELEANOR M. GROVES, DECEASED
MORTGAGOR AND REAL OWNER

TYPE OF ACTION: CIVIL ACTION/
COMPLAINT IN MORTGAGE FORE-
CLOSURE

PREMISES SUBJECT TO FORE-
CLOSURE: RR#1 BOX 94, HOUTZDALE,
PA 16651.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed

without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

KEYSTONE LEGAL SERVICES, 211
1/2 E. LOCUST STREET, CLEARFIELD,
PA 16830. 814-765-9646.

Exhibit C

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

12th day of May A.D. 2006

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By Linda Smith

Sworn and subscribed to before me this 12th day of May, 2006

Connie L. Booth

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Connie L. Booth, Notary Public
City of DuBois, Clearfield County
My Commission Expires Sept. 5, 2009

Member, Pennsylvania Association of Notaries



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT
DuBois, PA

TO McCabe Weisberg & Conway PC

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$194.40</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$201.90</u>

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801

Established 1879, Phone 814-371-4200

McLEAN PUBLISHING COMPANY

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

EXHIBIT D

CLEARFIELD COUNTY COURT OF COMMON PLEAS

NUMBER 2006-598-CD

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

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

Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased
Mortgagor and Real Owner and Unknown Surviving Heirs of Ele-
nor M. Grove, Deceased Mortgagor and Real Owner

TO: UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE,
DECEASED MORTGAGOR AND REAL OWNER

TYPE OF ACTION: CIVIL ACTION/COMPLAINT IN MORTGAGE
FORECLOSURE

PREMISES SUBJECT TO FORECLOSURE: RR#1 BOX 94,
HOUTZDALE, PA 16651

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

KEYSTONE LEGAL SERVICES
211 E LOCUSTS STREET
CLEARFIELD, PA 16830
814-765-9646

5/12/06

EXHIBIT D

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

Attorney for Plaintiff

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

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real
Owner

Clearfield County
Court of Common Pleas

FILED CC Notice
m 112-2184 to Def.
JUN 23 2006 Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00

Number 2006-598-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 59,922.73
Interest from 01/26/2006 - 06/23/2006	\$ 2,178.38
<hr/> TOTAL	\$ 62,101.11

J. McCabe

TERRENCE J. McCABE, ESQUIRE

AND NOW, this 23^d day of June, 2006, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendants, Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner, and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, and damages are assessed in the amount of \$ 62,101.11, 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 Company of
Pennsylvania

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner
and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real
Owner

Clearfield County
Court of Common Pleas

Number 2006-598-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

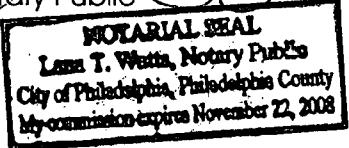
The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner, is over eighteen (18) years of age and resides at 415 Elrock Drive, Chambersburg, PA 17201; and that the Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, is over eighteen (18) years of age and resides at RR1 Box 94 n/k/a 171 4th Street, Houtzdale, PA, 16651;

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 23rd DAY
OF JUNE, 2006.

J. McCabe

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Sara J. Salt
Notary Public



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

Attorney for Plaintiff

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

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner
and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real
Owner

Clearfield County
Court of Common Pleas

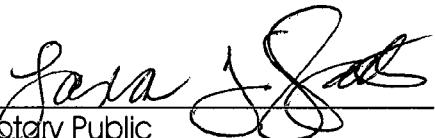
Number 2006-598-CD

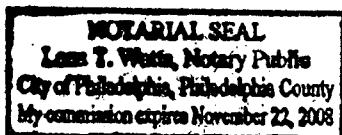
CERTIFICATION

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 Defendants that judgment would be entered against them 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 23rd DAY
OF JUNE, 2006.

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


Notary Public



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

**William A. Shaw
Prothonotary**

June 12, 2006

To: Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

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

vs.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and
Real Owner
and

Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner

Clearfield County
Court of Common Pleas

Number 2006-598-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.

NOTIFICACION IMPORTANTE

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

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

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

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

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

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

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

**William A. Shaw
Prothonotary**

June 12, 2006

To: Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201

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

vs.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and
Real Owner
and

Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner

Clearfield County
Court of Common Pleas

Number 2006-598-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

VERIFICATION

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

T. McCabe

TERRENCE J. McCABE, ESQUIRE

FILED

JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

 COPY

William A. Shaw
Prothonotary

To: Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor and Real Owner
415 Elrock Drive
Chambersburg, PA 17201

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

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real
Owner

Clearfield County
Court of Common Pleas

Number 2006-598-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 6123106
Prothonotary

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

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

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

 COPY

William A. Shaw
Prothonotary

To: Unknown Surviving Heirs of Eleanor M. Grove,
Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

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

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and
Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real
Owner

Clearfield County
Court of Common Pleas

Number 2006-598-CD

NOTICE

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

 6/23/06
William A. Shaw
Prothonotary

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

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

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

cc:by

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

No.: 2006-00598-CD

Real Debt: \$62,101.11

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sara Grove

Entry: \$20.00

Eleanor M. Grove

Defendant(s)

Instrument: Default Judgment

Date of Entry: June 23, 2006

Expires: June 23, 2011

Certified from the record this 23rd day of June, 2006.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20407
NO: 06-598-CD

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

vs.

DEFENDANT: SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER AND UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER

SHERIFF RETURN

DATE RECEIVED WRIT: 07/31/2006

LEVY TAKEN 08/28/2006 @ 10:47 AM

POSTED 08/28/2006 @ 10:47 AM

FILED
01/07/07
DEC 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

SALE HELD 11/03/2006

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/08/2006

DATE DEED FILED 12/08/2006

SERVICES

09/25/2006 @ 9:00 AM SERVED SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR GROVE
FRANKLIN COUNTY SERVED SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR GROVE, DEFENDANT, AT THE FRANKLIN COUNTY SHERIFF'S OFFICE, CHAMBERSBURG, PA BY HANDING TO SARA GROVE

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

09/18/2006 @ SERVED UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE
SERVED UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE, DEFENDANTS, BY REG & CERT. MAIL PER COUT ORDER TO RR#1, BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 1665. CERT #70050390000372351971. SIGNED FOR BY CARLY D. ROWLES.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON, NOTICE OF SALE, AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20407
NO: 06-598-CD

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

vs.

DEFENDANT: SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER AND UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER

E

SHERIFF RETURN

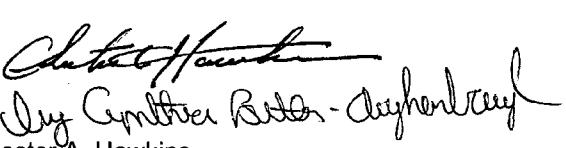
SHERIFF HAWKINS \$216.21

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


In: Cynthia Ritter - Dehaven Ray
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.: 2006-00598-CD

Sara Grove, known surviving heir of
Eleanor M. Grove, Deceased Mortgagor and Real Owner

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 SARA GROVE, known surviving heir of ELEANOR M. GROVE, Deceased Mortgagor and Real Owner, 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/PRINCIPAL: \$62,101.11
INTEREST from 6/24/2006 to Date of Sale
ATTY'S COMM: \$
DATE: 07/31/2006

PROTHONOTARY'S COSTS PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 31st day
of July A.D. 2006
At 3:00 A.M./P.M.

Charles A. Hawkins
Sheriff by Amherst Butler-Clemonbauf

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

LEGAL DESCRIPTION

ALL THOSE CERTAIN lots, pieces or parcels of land situate in the Town of Loranine, in the Township of Woodward, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

PARCEL #1:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street and the North right-of-way line of Brittain Street; thence along the North right-of-way line of Brittain Street South Sixty-two degrees fifty minutes West (S 62° 50' W) Two hundred forty-two and nine-tenths (242.9') feet to a stake corner, said corner is the intersection of the North right-of-way line of Brittain Street with the East right-of-way line of an Unnamed Alley; thence along the East side of the Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the East side of the above noted Alley with the South right-of-way line of another Unnamed Alley; thence along the South right-of-way line of the Second noted Unnamed Alley North Sixty-two degrees Fifty minutes East (N 62° 50' E) Thirty-five and one-tenth (35.1') feet to a stake corner, said corner being on the South right-of-way line of Walnut Street; thence along the South right-of-way line of Walnut Street and following courses and distances: North Eighty-eight degrees Ten minutes East (N 88° 10' E), Twenty-two and nine-tenths (22.9') feet to a stake corner; South Eighty degrees Nineteen minutes East (S 80° 19' E) Two hundred thirty-three and eight-tenths (233.8') feet to place of beginning.

BEING LOT NO. 205 in the plot plan of the Village of Lorraine, containing eight-tenths (0.8) acre, more or less.

LESS AND EXCEPTING that portion of Parcel 1 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL #2:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street with the West right-of-way line of Fourth Street; thence along the West right-of-way line of Fourth Street South Five degrees Forty minutes West (S 5° 40' W), One hundred Seventy-one and two-tenths (171.2') feet to a stake corner, said corner is a common corner with the West right-of-way line of Fourth Street and the North right-of-way line of Rose Alley; thence along the North right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W), Two hundred thirty-seven and eight-tenths (237.8') feet to a stake corner, said corner is the intersection of North right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot Alley; thence along the East right-of-way of the above noted Unnamed Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W), One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the above noted Unnamed Alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E), Three hundred twenty-two and six-tenths (322.6') feet to a stake corner, said corner being the intersection of the South right-of-way line of Walnut Street with the North right-of-way line of Brittain Street; thence along the South right-of-way line of Walnut Street South Eighty degrees Nineteen minutes East (S 80° 19' E), Ten and one-tenth (10.1') feet to place of beginning.

BEING LOTS NOS. 194, 195, 196, 197 and 198 in the plot plan of the Village of Lorraine, containing One (1.0) acre, more or less and having thereon erected a two story, frame dwelling-house.

LESS AND EXCEPTING that portion of Parcel 2 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL NO. 130-M14-410-23

BEING THE SAME PREMISES which Eleanor M. Grove, Single and Ella R. Grove, Widow, by Indenture dated 08-18-70 and recorded 08-20-70 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 566 Page 431, granted and conveyed unto Eleanor M. Grove, Single.

BEING KNOWN AS RR 1 BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 16651.

To be sold as the property of Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR GROVE

NO. 06-598-CD

NOW, December 08, 2006, 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 November 03, 2006, I exposed the within described real estate of Sara Grove, Known Surviving Heir Of Eleanor M. Grove, Deceased Mortgagor And Real Owner And Unknown Surviving Heirs Of Eleanor M. Grove, Deceased Mortgagor And Real Owner to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	16.02
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	10.19
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	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$216.21

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	62,101.11
INTEREST @ 10.2100 %	1,347.72
FROM 06/24/2006 TO 11/03/2006	
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	\$63,488.83
COSTS:	
ADVERTISING	809.62
TAXES - COLLECTOR	823.42
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	216.21
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,373.25

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

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania

v.

Sara Grove, Known Surviving Heir : Number 2006-598-CO
of Eleanor M. Grove, Deceased :
Mortgagor and Real Owner :
and : I hereby certify this to be a true
Unknown Surviving Heirs of : and attested copy of the original
Eleanor M. Grove, Deceased : statement filed in this case.
Mortgagor and Real Owner :
APR 21 2006

O R D E R

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

AND NOW, this 19th day of April, 2006,
upon consideration of Plaintiff's Motion for Service upon the
Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner, Pursuant to Special Order of Court, it
is hereby ORDERED that pursuant to Pennsylvania Rules of Civil
Procedure 430, Plaintiff may comply with the applicable service
requirements by one PUBLICATION of a NOTICE of the filing of the
Complaint in Clearfield County newspaper with daily circulation
and by one PUBLICATION of a NOTICE of the filing of the Complaint
in the County Legal Journal; by POSTING the premises RR1 Box 94
n/k/a 171 4th Street, Houtzdale, PA 16651 with a copy of the
Complaint filed in the above captioned matter and by MAILING by
Certified Mail, Return Receipt requested a true and correct copy
of the Complaint to the premises which is the subject of the
action.

FURTHER, it is ORDERED that the Plaintiff may serve all

subsequent Notices and pleadings, that require personal service,
in the manner set forth above except that Notice of Sheriff's
Sale made by the Sheriff in the manner set forth in Pa.R.C.P.
3129.2(D) is legally sufficient and Plaintiff need not re-
publish.

SERVICE shall be deemed effectuated and completed upon the
PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J Ammerman

J.

**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

7235 1971 0003 0390 0005

Postage	\$ 1.63
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.90
Total Postage & Fees	\$ 4.88

1830
PA
Postmark
Heirs
2008
MAY 20 2008
U.S. POSTAL SERVICE

Sent To:
UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE
RR #1 BOX 94 NIKIA 1714TH STREET
HOUTZDALE, PA 16651

Street, Apt/Box: UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE
or PO Box No: RR #1 BOX 94 NIKIA 1714TH STREET
City, State: HOUTZDALE, PA 16651

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature
John Parker

B. Received by (Printed Name)
John Parker

C. Date of Delivery
May 20 2008

D. Is delivery address different from item 1? Yes No

1. Article Addressed to:

**2. Article Number
(Transfer from service label)**
7005 0390 0003 7235 1971

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt
See Reverse for Instructions

102595-02-M-1540

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20407

TERM & NO. 06-598-CD

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

VS.

SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER AND UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE, DECEASED MORTGAGOR AND REAL OWNER

DOCUMENTS TO BE SERVED:

NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY
COPY OF ORDER

SERVE BY: OCTOBER 2, 2006

MAKE REFUND PAYABLE TO RETURN TO BE SENT TO THIS OFFICE

SERVE: SARA GROVE, KNOWN SURVIVING HEIR OF ELEANOR GROVE

ADDRESS: 415 ELROCK DRIVE
CHAMBERSBURG, PA 17201

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, September 18, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

27817

CASE NO: 2006-00219 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF FRANKLINBENEFICIAL CONSUMER DISCOUNT

VS

SARA GROVE, KNOWN SURVIVING HETAMMY L SHANK, Deputy Sheriff of FRANKLIN

County, Pennsylvania, who being duly sworn according to law,
 says, the within NOTICE OF SHERIFF SALE was served upon
SARA GROVE, KNOWN SURVIVING HE IR OF ELEANOR M. GROVE the
DEFENDANT, at 0009:00 Hour, on the 25th day of September, 2006
 at FRANKLIN CO SHERIFF'S OFFICE

CHAMBERSBURG, PA 17201 by handing toSARA GROVEa true and attested copy of NOTICE OF SHERIFF SALE together withand at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	<u>.00</u>

So Answers:

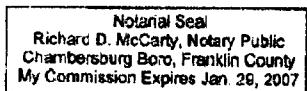
TAMMY L SHANK

By Tammy L Shank
 Deputy Sheriff

10/03/2006

MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 30 day of&00October, 2006 A.D.Richard D. McCarty
Notary

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-598-CD

FILED *Atty pd.
M 11:45 AM 20.00
JUL 31 2006*
iCC&Le
William A. Shaw *Writs w/*
Prothonotary/Clerk of Courts
*Prop. descr.
to Shft*

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Eleanor M. Grove - deceased 11/23/05 defendants, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner 11/23/05 defendants
 - b) Against _____ Garnishee(s)

As a lis pendens against the real property of the defendants in the name of Garnishee(s),
as follows: (Specifically described property)*

RR 1 BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 16651
(Specifically described property)
(If space insufficient, attach extra sheets)

5.	Amount Due	\$	62,101.11
	Interest from 6/24/2006 to		
	DATE OF SALE	\$	
	plus \$10.21 per diem thereafter	\$	Plus Costs
	Total		132.00 Prothonotary costs

T. McCabe

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

2006-598-CD
NO. TERM

NO. TERM

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

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

vs.

Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased
Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M.
Grove, Deceased Mortgagor and Real Owner and Eleanor M. Grove -
deceased 11/23/05

Praeclipe for Writ of Execution

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

RECEIVED WRIT THIS DAY
CF A.D.
AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT	62,101.11
INTEREST	Interest from 6/24/2006 to DATE OF SALE plus \$10.21 per diem thereafter

PROTHONOTARY *132.00*

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

at the yr 11 mo 2007

SATISFACTION

SHERIFF

T. McCabe

Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL THOSE CERTAIN lots, pieces or parcels of land situate in the Town of Loranine, in the Township of Woodward, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

PARCEL #1:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street and the North right-of-way line of Brittain Street; thence along the North right-of-way line of Brittain Street South Sixty-two degrees fifty minutes West (S 62° 50' W) Two hundred forty-two and nine-tenths (242.9') feet to a state corner, said corner is the intersection of the North right-of-way line of Brittain Street with the East right-of-way line of an Unnamed Alley; thence along the East side of the Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the East side of the above noted Alley with the South right-of-way line of another Unnamed Alley; thence along the South right-of-way line of the Second noted Unnamed Alley North Sixty-two degrees Fifty minutes East (N 62° 50' E) Thirty-five and one-tenth (35.1') feet to a stake corner, said corner being on the South right-of-way line of Walnut Street; thence along the South right-of-way line of Walnut Street and following courses and distances: North Eighty-eight degrees Ten minutes East (N 88° 10' E), Twenty-two and nine-tenths (22.9') feet to a stake corner; South Eighty degrees Nineteen minutes East (S 80° 19' E) Two hundred thirty-three and eight-tenths (233.8') feet to place of beginning.

BEING LOT NO. 205 in the plot plan of the Village of Lorraine, containing eight-tenths (0.8) acre, more or less.

LESS AND EXCEPTING that portion of Parcel 1 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL #2:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street with the West right-of-way line of Fourth Street; thence along the West right-of-way line of Fourth Street South Five degrees Forty minutes West (S 5° 40' W), One hundred Seventy-one and two-tenths (171.2') feet to a stake corner, said corner is a common corner with the West right-of-way line of Fourth Street and the North right-of-way line of Rose Alley; thence along the North right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W), Two hundred thirty-seven and eight-tenths (237.8') feet to a stake corner, said corner is the intersection of North right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot Alley; thence along the East right-of-way of the above noted Unnamed Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W), One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the above noted Unnamed Alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E), Three hundred twenty-two and six-tenths (322.6') feet to a stake corner, said corner being the intersection of the South right-of-way line of Walnut Street with the North right-of-way line of Brittain Street; thence along the South right-of-way line of Walnut Street South Eighty degrees Nineteen minutes East (S 80° 19' E), Ten and one-tenth (10.1') feet to place of beginning.

BEING LOTS NOS. 194, 195, 196, 197 and 198 in the plot plan of the Village of Lorraine, containing One (1.0) acre, more or less and having thereon erected a two story, frame dwelling-house.

LESS AND EXCEPTING that portion of Parcel 2 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL NO. 130-M14-410-23

BEING THE SAME PREMISES which Eleanor M. Grove, Single and Ella R. Grove, Widow, by Indenture dated 08-18-70 and recorded 08-20-70 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 566 Page 431, granted and conveyed unto Eleanor M. Grove, Single.

BEING KNOWN AS RR 1 BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 16651.

To be sold as the property of Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

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

Attorney for Plaintiff

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving
Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-598-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

I. Name and address of Owners or Reputed Owners:

Name	Address
Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner	415 Elrock Drive Chambersburg, PA 17201

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

Name	Address
None Known	
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:	
Name	Address
Tenants	RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
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
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222

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.

July 27, 2006

DATE

T. McCabe

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THOSE CERTAIN lots, pieces or parcels of land situate in the Town of Loraine, in the Township of Woodward, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

PARCEL #1:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street and the North right-of-way line of Brittain Street; thence along the North right-of-way line of Brittain Street South Sixty-two degrees fifty minutes West (S 62° 50' W) Two hundred forty-two and nine-tenths (242.9') feet to a state corner, said corner is the intersection of the North right-of-way line of Brittain Street with the East right-of-way line of an Unnamed Alley; thence along the East side of the Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the East side of the above noted Alley with the South right-of-way line of another Unnamed Alley; thence along the South right-of-way line of the Second noted Unnamed Alley North Sixty-two degrees Fifty minutes East (N 62° 50' E) Thirty-five and one-tenth (35.1') feet to a stake corner, said corner being on the South right-of-way line of Walnut Street; thence along the South right-of-way line of Walnut Street and following courses and distances: North Eighty-eight degrees Ten minutes East (N 88° 10' E), Twenty-two and nine-tenths (22.9') feet to a stake corner; South Eighty degrees Nineteen minutes East (S 80° 19' E) Two hundred thirty-three and eight-tenths (233.8') feet to place of beginning.

BEING LOT NO. 205 in the plot plan of the Village of Lorraine, containing eight-tenths (0.8) acre, more or less.

LESS AND EXCEPTING that portion of Parcel 1 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL #2:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street with the West right-of-way line of Fourth Street; thence along the West right-of-way line of Fourth Street South Five degrees Forty minutes West (S 5° 40' W), One hundred Seventy-one and two-tenths (171.2') feet to a stake corner, said corner is a common corner with the West right-of-way line of Fourth Street and the North right-of-way line of Rose Alley; thence along the North right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W), Two hundred thirty-seven and eight-tenths (237.8') feet to a stake corner, said corner is the intersection of North right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot Alley; thence along the East right-of-way of the above noted Unnamed Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W), One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the above noted Unnamed Alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E), Three hundred twenty-two and six-tenths (322.6') feet to a stake corner, said corner being the intersection of the South right-of-way line of Walnut Street with the North right-of-way line of Brittain Street; thence along the South right-of-way line of Walnut Street South Eighty degrees Nineteen minutes East (S 80° 19' E), Ten and one-tenth (10.1') feet to place of beginning.

BEING LOTS NOS. 194, 195, 196, 197 and 198 in the plot plan of the Village of Lorraine, containing One (1.0) acre, more or less and having thereon erected a two story, frame dwelling-house.

LESS AND EXCEPTING that portion of Parcel 2 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL NO. 130-M14-410-23

BEING THE SAME PREMISES which Eleanor M. Grove, Single and Ella R. Grove, Widow, by Indenture dated 08-18-70 and recorded 08-20-70 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 566 Page 431, granted and conveyed unto Eleanor M. Grove, Single.

BEING KNOWN AS RR 1 BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 16651.

To be sold as the property of Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

Exhibit A

**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

CC, Y

Vs.

NO.: 2006-00598-CD

Sara Grove, known surviving heir of
Eleanor M. Grove, Deceased Mortgagor and Real Owner

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 SARA GROVE, known surviving heir of ELEANOR M. GROVE, Deceased Mortgagor and Real Owner, 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/PRINCIPAL: \$62,101.11
INTEREST from 6/24/2006 to Date of Sale
ATTY'S COMM: \$
DATE: 07/31/2006

PROTHONOTARY'S COSTS PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ 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 THOSE CERTAIN lots, pieces or parcels of land situate in the Town of Lorain, in the Township of Woodward, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

PARCEL #1:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street and the North right-of-way line of Brittain Street; thence along the North right-of-way line of Brittain Street South Sixty-two degrees fifty minutes West (S 62° 50' W) Two hundred forty-two and nine-tenths (242.9') feet to a state corner, said corner is the intersection of the North right-of-way line of Brittain Street with the East right-of-way line of an Unnamed Alley; thence along the East side of the Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W) One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the East side of the above noted Alley with the South right-of-way line of another Unnamed Alley; thence along the South right-of-way line of the Second noted Unnamed Alley North Sixty-two degrees Fifty minutes East (N 62° 50' E) Thirty-five and one-tenth (35.1') feet to a stake corner, said corner being on the South right-of-way line of Walnut Street; thence along the South right-of-way line of Walnut Street and following courses and distances: North Eighty-eight degrees Ten minutes East (N 88° 10' E), Twenty-two and nine-tenths (22.9') feet to a stake corner; South Eighty degrees Nineteen minutes East (S 80° 19' E) Two hundred thirty-three and eight-tenths (233.8') feet to place of beginning.

BEING LOT NO. 205 in the plot plan of the Village of Lorraine, containing eight-tenths (0.8) acre, more or less.

LESS AND EXCEPTING that portion of Parcel 1 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL #2:

BEGINNING at a stake corner, said corner is the intersection of the South right-of-way line of Walnut Street with the West right-of-way line of Fourth Street; thence along the West right-of-way line of Fourth Street South Five degrees Forty minutes West (S 5° 40' W), One hundred Seventy-one and two-tenths (171.2') feet to a stake corner, said corner is a common corner with the West right-of-way line of Fourth Street and the North right-of-way line of Rose Alley; thence along the North right-of-way line of Rose Alley, South Sixty-two degrees Fifty minutes West (S 62° 50' W), Two hundred thirty-seven and eight-tenths (237.8') feet to a stake corner, said corner is the intersection of North right-of-way line of Rose Alley with the East right-of-way line of an Unnamed Twenty (20) foot Alley; thence along the East right-of-way of the above noted Unnarned Alley North Twenty-seven degrees Ten minutes West (N 27° 10' W), One hundred and fifty (150') feet to a stake corner, said corner is the intersection of the above noted Unnamed Alley East right-of-way with the South right-of-way line of Brittain Street; thence along the South right-of-way line of Brittain Street North Sixty-two degrees Fifty minutes East (N 62° 50' E), Three hundred twenty-two and six-tenths (322.6') feet to a stake corner, said corner being the intersection of the South right-of-way line of Walnut Street with the North right-of-way line of Brittain Street; thence along the South right-of-way line of Walnut Street South Eighty degrees Nineteen minutes East (S 80° 19' E), Ten and one-tenth (10.1') feet to place of beginning.

BEING LOTS NOS. 194, 195, 196, 197 and 198 in the plot plan of the Village of Lorraine, containing One (1.0) acre, more or less and having thereon erected a two story, frame dwelling-house.

LESS AND EXCEPTING that portion of Parcel 2 conveyed unto Warren E. Grove and Margaret L. Grove, husband and wife, by Indenture dated 08-11-76 and recorded 08-19-76 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 724 Page 224.

PARCEL NO. 130-M14-410-23

BEING THE SAME PREMISES which Eleanor M. Grove, Single and Ella R. Grove, Widow, by Indenture dated 08-18-70 and recorded 08-20-70 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 566 Page 431, granted and conveyed unto Eleanor M. Grove, Single.

BEING KNOWN AS RR 1 BOX 94 N/K/A 171 4TH STREET, HOUTZDALE, PA 16651.

To be sold as the property of Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

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

Attorney for Plaintiff

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving
Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner
Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-593-CD

FILED NO CC
M113964
AUG 25 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth
as of the date the Praeclipe for the Writ of Execution was filed the following information
concerning the real property located at: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale,
PA 16651, a copy of the description of said property is attached hereto and marked
Exhibit "A".

I. Name and address of Owners or Reputed Owners:

Name	Address
Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner	415 Elrock Drive Chambersburg, PA 17201

Unknown Surviving Heirs of
Eleanor M. Grove,
Deceased Mortgagor and
Real Owner RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

2. Name and address of Defendants in the judgment:

Name _____ Address _____

Unknown Surviving Heirs of
Eleanor M. Grove,
Deceased Mortgagor and
Real Owner RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name _____ Address _____

Plaintiff Herein

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

Name _____ Address _____

Plaintiff herein

Household Finance Consumer Discount Company

5. Name and address of every other person who has any record lien on the property:

Name _____ Address _____

Plaintiff Herein

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

Name _____ Address _____

None Known

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

Name _____ Address _____

Commonwealth of PA
Department
of Public Welfare

RR 1 Box

Commonwealth of
Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

6th Floor, Strawberry Square
Department #280601
Harrisburg, PA 17128

Rick Redden - Director
Clearfield County Domestic
Relations Office

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

United States of America
c/o Attorney for the Western
District of PA

Clearfield County Courthouse 230
East Market Street
Clearfield, PA 16830

633 U.S. Post Office and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

Internal Revenue Service

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

Desiree F. Fralick, Esquire

The Mazza law Group, P.C.
1315 South Allen Street, Suite 302
State College, PA 16801

George Weidlien

Clearfield Bank and Trust Company
11 N. 2nd Street
Clearfield, PA 16830-2443

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 23, 2006

DATE

T. McCabe

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving
Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner and Eleanor
M. Grove - deceased 11/23/05

Defendants

Attorney for Plaintiff

FILED
M 112-598-CD NO
SEP 11 2006 CC
JW

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-598-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 5th day of September, 2006, 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 certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5TH DAY
OF SEPTEMBER, 2006.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

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

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving
Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner

Defendants

Attorney for Plaintiff

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-598-CD

Exhibit "A"

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

I. Name and address of Owners or Reputed Owners:

Name	Address
Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner	415 Elrock Drive Chambersburg, PA 17201

Unknown Surviving Heirs of
Eleanor M. Grove,
Deceased Mortgagor and
Real Owner RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

2. Name and address of Defendants in the judgment:

Name _____ Address _____

Sara Grove, Known Surviving
Heir of Eleanor M. Grove,
Deceased Mortgagor and
Real Owner 415 Elrock Drive
Chambersburg, PA 17201

Unknown Surviving Heirs of
Eleanor M. Grove,
Deceased Mortgagor and
Real Owner RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name _____ Address _____
Plaintiff Herein _____

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

Name _____ Address _____
Plaintiff herein _____

Household Finance Consumer
Discount Company 2141 S. Atherton Street
State College, NC 16801

5. Name and address of every other person who has any record lien on the property:

Name _____ Address _____
Plaintiff Herein _____

Exhibit "A"

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

Name	Address
None Known	

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

Name	Address
Tenants	RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
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
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Desiree F. Fralick, Esquire	The Mazza law Group, P.C. 1315 South Allen Street, Suite 302 State College, PA 16801
George Weidien	Clearfiled Bank and Trust Company 11 N. 2 nd Street Clearfield, PA 16830-2443

Exhibit "A"

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

September 5, 2006

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit "A"

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

Attorney for Plaintiff

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

Plaintiff

v.

Sara Grove, Known Surviving Heir of
Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving
Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner and Eleanor
M. Grove - deceased 11/23/05

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2006-598-CD

DATE: September 5, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor
and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner

PROPERTY: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA 16651

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, November 3, 2006, 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Name and Address of Sender
McCabe, Weisberg and Conway, P.C.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109
ATTN: Charlyn Mills 27811

Check type of mail or service:

Certified Recorded Delivery (Int'l)

COD Registered

Delivery Confirmation Return Receipt for Merchandise

Express Mail Signature Confirmation

Insured

UNITED STATES POSTAL SERVICE
PAID BY AIR MAIL

Order Ref ID	DC Fee	SC Fee	SH Fee	RJ Fee	RR Fee
1234567890	\$10.00	\$15.00	\$20.00	\$10.00	\$15.00

2	Company 2141 S. Atherton Street State College, NC 16801	
3	Tenants RR 1 Box 94 n/k/a 171 4th Street," Houtzdale, PA 16651	
4	Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105	
5	Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
6	Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128	
		Exhibit 6B

7	Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830					
8	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					
9	Internal Revenue Service Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222					
10	Desiree F. Fralick, Esquire The Mazza Law Group, P.C. 1315 South Allen Street, Suite 302 State College, PA 16801					
11	George Weidlien Clearfield Bank and Trust Company 11 N. 2nd Street Clearfield, PA 16830-2443					
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)				

Complete by Typewriter, Ink, or Ball Point Pen

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial	:	Court of Common Pleas
Mortgage Company of Pennsylvania	:	
	:	
v.	:	
	:	
Sara Grove, Known Surviving Heir	:	
of Eleanor M. Grove, Deceased	:	Number 2006-598-CD
Mortgagor and Real Owner	:	
and	:	
Unknown Surviving Heirs of	:	
Eleanor M. Grove, Deceased	:	
Mortgagor and Real Owner	:	

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA:

FILED NO
m 11/30/06
OCT 16 2006
S

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 August 23, 2006, per the attached Court Order,

Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, by regular mail, and certified mail, return receipt requested, addressed to their last-known address of RR1 Box 94 a/k/a 171 4th Street, Houtzdale, PA 16651. True and correct copies of the letter and certified receipt, are attached hereto, made a part hereof, and marked as Exhibit "A."

3. Per Plaintiff's conversation with the Sheriff of Clearfield County that on August 28, 2006, per the attached Court

Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Unknown Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, by posting the same at the mortgaged premises of RR1 Box 94 a/k/a 171 4th Street, Houtzdale, PA 16651.

4. That, in accordance with the attached Court Order, Notice of Sale is published by the Sheriff of Clearfield County once a week for three successive weeks in a newspaper of general circulation and in the designated legal paper for Clearfield County Pursuant to Pa.R.C.P. 3129(d).

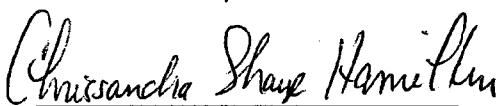


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 11TH DAY

OF OCTOBER, 2006.



Chrissandra Shaye Hamilton

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial : Court of Common Pleas
Mortgage Company of Pennsylvania :
:
v. :
:
Sara Grove, Known Surviving Heir :
of Eleanor M. Grove, Deceased : Number 2006-598-CO
Mortgagor and Real Owner :
and : I hereby certify this to be a true
Unknown Surviving Heirs of : and attested copy of the original
Eleanor M. Grove, Deceased : statement filed in this case.
Mortgagor and Real Owner :
:
APR 21 2006

O R D E R

Attest.

Wm. L. H.
Prothonotary/
Clerk of Courts

AND NOW, this 19th day of April, 2006,
upon consideration of Plaintiff's Motion for Service upon the
Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased
Mortgagor and Real Owner, Pursuant to Special Order of Court, it
is hereby ORDERED that pursuant to Pennsylvania Rules of Civil
Procedure 430, Plaintiff may comply with the applicable service
requirements by one PUBLICATION of a NOTICE of the filing of the
Complaint in Clearfield County newspaper with daily circulation
and by one PUBLICATION of a NOTICE of the filing of the Complaint
in the County Legal Journal; by POSTING the premises RR1 Box 94
n/k/a 171 4th Street, Houtzdale, PA 16651 with a copy of the
Complaint filed in the above captioned matter and by MAILING by
Certified Mail, Return Receipt requested a true and correct copy
of the Complaint to the premises which is the subject of the
action.

FURTHER, it is ORDERED that the Plaintiff may serve all

subsequent Notices and pleadings, that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2(D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J Ammerman.

J.

7363
7363
8927
0001
2570
7005

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

Postmark Here

PHILADELPHIA PA 19110 SENT LANDTILE

Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

PS Form 3800, June 2002

See Reverse for Instructions

LAW OFFICES
ISBERG & CONWAY, P.C.

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

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

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

August 23, 2006

Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner
RR1 Box 94 n/k/a 171 4th Street
Houtzdale, PA 16651

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

vs.

Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Eleanor M. Grove - deceased 11/23/05
Clearfield County, No. 2006-598-CD
Premises: RR 1 Box 94 n/k/a 171 4th Street, Houtzdale, PA, 16651

Dear Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

TERRENCE J. MCCABE

TJM/mgl
Enclosure

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7005-2570-0001-8927-7363
RETURN RECEIPT REQUESTED

Exhibit "A"

*** This is an attempt to collect a debt and any information obtained will be used for that purpose. ***

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

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

Line	Article Number	Addressee Name, Street and PO Address	Post	SH Fee	RD Fee	RR Fee
1	Chase Home Finance LLC vs. Regina Cunningham and Terrence J. Cunningham a/k/a Terrence J. Cunningham	Terence J. Cunningham a/k/a Terrence J. Cunningham 523 Dartmouth Drive King of Prussia, PA 19406		0.2 1A 0004605770	AUG 23 2006	\$ 01.50⁰
2		Regina Cunningham 523 Dartmouth Drive King of Prussia, PA 19406				
3	Household Finance Consumer Discount Co v. Mary B. Johnson a/k/a Mary Bridget Johnson a/k/a Mary Johnson	Mary B. Johnson a/k/a Mary Bridget Johnson a/k/a Mary Johnson 501 Pine Street, Apt. 811 Scranton, PA 18509-3263				
4	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner and Eleanor M. Grove - deceased 11/23/05	Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner RR1 Box 94 a/k/a 171 4th Street Houtzdale, PA 16651				
5		Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgagor and Real Owner 415 Elrock Drive Chambersburg, PA 17201				
6						
7						
8						
9						
10						
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Con	frm	atlon
				Han	dli	ted
				Recc	dg	Recl
				edit	very	edit
				Deei	dg	Recc
				Recl	ted	Con

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of noncombustible documents under Express Mail document reconstruction insurance is \$100 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 to some, but not all, countries. The maximum indemnity payable is \$25,000 for registered mail. See *Domestic Mail Manual* R506, SP13, and SP21 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.