



**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

**FILED**

APR 18 2008  
m/12:15/way  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENT TO ATT  
+  
2 CENT TO SHAW

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

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

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

Dave Meholick  
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.

*C. Shaw*  
Deputy Prothonotary

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

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

**Attorney for Plaintiff**

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Sara Grove, Known Surviving Heir  
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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	\$ 200.00
GRAND TOTAL	\$ 59,922.73

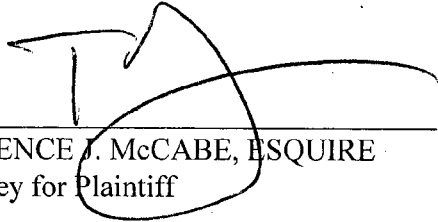
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

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.



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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 PA.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

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Exhibit A

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

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law 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

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

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

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

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

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

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

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

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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 McLaughlin* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, *Tina R. McLaughlin* 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, 20 01.

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

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CA

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  
and

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

Number 2006 - 598 - CD

FILED

0/8:59

ICCAH McCabe

APR 21 2006

ORDER

William A. Shaw  
Prothonotary

AND NOW, this 19<sup>TH</sup> day of APRIL, 2006,

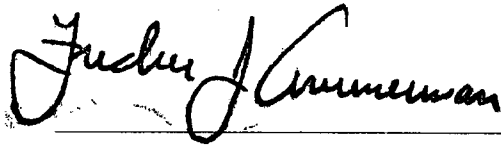
upon consideration of Plaintiff's Motion for Service upon the Defendant, Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner, Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Pennsylvania Rules of Civil Procedure 430, Plaintiff may comply with the applicable 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 4<sup>th</sup> 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:

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

J.

FILED

APR 21 2006

William A. Shaw  
Prothonotary



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

Attorney for Plaintiff 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. Shaw*  
Prothonotary/  
Clerk of Courts

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. CV

and

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

**FILED**

APR 18 2006

*m/12:40/w*  
William A. Shaw

Prothonotary/Clerk of Courts  
1 cc no to Att

**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 4<sup>th</sup> 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".

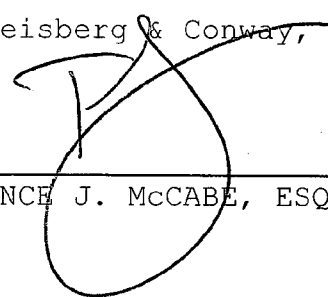
5. Plaintiff will never be able to personally serve the Complaint and subsequent pleadings upon the Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgagor and Real Owner.

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: 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	:	

**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.

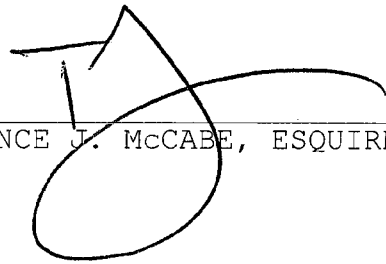
Furthermore, Pennsylvania Rule of Civil Procedure 430(b)(2) specifically provides:

(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.

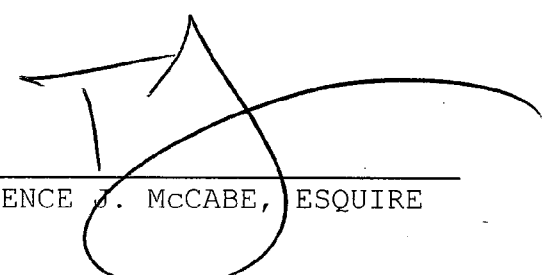
3. Plaintiff has obtained a property search of the mortgaged premises, RR1 Box 94 n/k/a 171 4<sup>th</sup> Street, Houtzdale, PA 16651 which indicates that the record owner of the premises is Eleanor M. Grove. A true and correct copy of said property search is attached hereto, made a part hereof and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

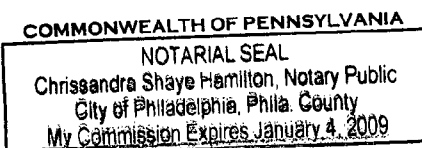
4. Plaintiff has communicated with Reed Funeral Home by telephone in an effort to obtain information regarding the identity and whereabouts of the heirs, devisees and/or personal representatives of Eleanor M. Grove, deceased but such efforts were unsuccessful.

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

  
NOTARY PUBLIC

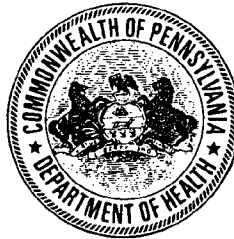
By:   
TERRENCE J. MCCABE, ESQUIRE



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, M.D., M.P.H.  
Secretary of Health



Charles Hardester  
State Registrar

3654261

No.

FEB 14 2006

Date

H105.143 Rev. 2/87

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS

112590

**CERTIFICATE OF DEATH**

STATE FILE NUMBER

TYPE/PRINT  
IN  
PERMANENT  
BLACK INK

1. NAME OF DECEDENT (First, Middle, Last) <b>ELEANOR MARILDA GROVE</b>		2. SEX <b>Female</b>		3. SOCIAL SECURITY NUMBER <b>- - -</b>		4. DATE OF DEATH (Month, Day, Year) <b>November 23, 2005</b>	
5. AGE (Last Birthday) <b>85</b> Yrs.		6. DATE OF BIRTH (Month, Day, Year) <b>11-1-20</b>		7. BIRTHPLACE (City and State or Foreign Country) <b>HOUTZDALE, PA</b>		8. PLACE OF DEATH (Check only one - see instructions on other side) Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> OTHER: <input type="checkbox"/>	
9. COUNTY OF DEATH <b>Clearfield</b>		10. CITY, BORO, TWP OF DEATH <b>Clearfield</b>		11. FACILITY NAME (If not institution, give street and number) <b>Clearfield Hospital</b>		12. WAS DECEDENT OF HISPANIC ORIGIN? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If yes, specify Cuban, Mexican, Puerto Rican, etc.	
13. DECEDENT'S USUAL OCCUPATION <b>TEACHER</b>		14. KIND OF BUSINESS / INDUSTRY <b>EDUCATION</b>		15. WAS DECEDENT EVER IN U.S. ARMED FORCES? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) <input type="checkbox"/> College (1-4 or 5+) <input checked="" type="checkbox"/>	
17. DECEDENT'S MAILING ADDRESS (Street, City/Town, State, Zip Code) <b>171 4TH STREET HOUTZDALE, PA 16851</b>		18. DECEDENT'S ACTUAL RESIDENCE (See instructions on other side) <b>171 4TH STREET HOUTZDALE, PA 16851</b>		19. 17a. State <b>PA</b> 17b. County <b>CLEARFIELD</b>		20. 17c. <input checked="" type="checkbox"/> Yes, decedent lived in <b>WOODWARD</b> township 17d. <input type="checkbox"/> No, decedent lived within actual limits of _____ city/town.	
21. FATHER'S NAME (First, Middle, Last) <b>ROBERT GROVE</b>		22. MOTHER'S NAME (First, Middle, Maiden Surname) <b>ELLA WAGNER</b>		23. INFORMANT'S NAME (Type/Print) <b>SARA GROVE</b>		24. INFORMANT'S MAILING ADDRESS (Street, City/Town, State, Zip Code) <b>415 E LOCK DRIVE • CHAMBERSBURG, PA 17201</b>	
25. METHOD OF DISPOSITION Donation <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input checked="" type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) _____		26. DATE OF DISPOSITION (Month, Day, Year) <b>11-24-05</b>		27. PLACE OF DISPOSITION - Name of Cemetery, Crematory or Other Place <b>ALTDONA ANA CREMATORY</b>		28. LOCATION - City/Town, State, Zip Code <b>ALTDONA, PA 16601</b>	
29. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <b>[Signature]</b>		30. LICENSE NUMBER <b>FD 13734L</b>		31. NAME AND ADDRESS OF FACILITY <b>900 BRISBIN ST. REED FUNERAL HOME HOUTZDALE, PA 16851</b>		32. DATE SIGNED (Month, Day, Year) <b>11/24/05</b>	
33. Complete items 23a-c only when certifying physician is not available at time of death to certify cause of death.		34. To the best of my knowledge, death occurred at the time, date and place stated.		35. LICENSE NUMBER <b>65005055L</b>		36. DATE SIGNED (Month, Day, Year) <b>11/24/05</b>	
37. Items 24-28 must be completed by person who pronounces death.		38. TIME OF DEATH <b>12:30 P.M.</b>		39. DATE PRONOUNCED DEAD (Month, Day, Year) <b>November 23, 2005</b>		40. WAS CASE REFERRED TO A MEDICAL EXAMINER / CORONER? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
41. 27. PART I: Enter the disease, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line. <b>Respiratory Failure</b> <b>Acute Cholecystitis</b> <b>Malnutrition</b>		42. PART II: Other significant conditions contributing to death, but not resulting in the underlying cause given in PART I. <b>Hypothyroidism</b>		43. APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH <b>1 week</b> <b>1 week</b> <b>2 yrs</b>		44. PART II: Other significant conditions contributing to death, but not resulting in the underlying cause given in PART I.	
45. IMMEDIATE CAUSE (Final disease or condition resulting in death) <b>Respiratory Failure</b>		46. SEQUENTIALLY LIST CONDITIONS IF ANY, LEADING TO IMMEDIATE CAUSE. ENTER UNDERLYING CAUSE (Disease or injury that initiated events resulting on death) LAST <b>Acute Cholecystitis</b> <b>Malnutrition</b>		47. WAS AN AUTOPSY PERFORMED? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		48. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
49. MANNER OF DEATH Natural <input checked="" type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined <input type="checkbox"/>		50. DATE OF INJURY (Month, Day, Year) <b>11-24-05</b>		51. TIME OF INJURY <b>12:30 P.M.</b>		52. INJURY AT WORK? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
53. DESCRIBE HOW INJURY OCCURRED.		54. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify) <b>Home</b>		55. LOCATION (Street, City/Town, State) <b>171 4TH STREET, HOUTZDALE, PA 16851</b>		56. DATE FILED (Month, Day, Year) <b>12-3-05</b>	
57. CERTIFIER (Check only one) *CERTIFYING PHYSICIAN (Physician certifying cause of death when another physician has pronounced death and completed item 23) To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. *PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death) To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. *MEDICAL EXAMINER/CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		58. SIGNATURE AND TITLE OF CERTIFIER <b>[Signature]</b>		59. LICENSE NUMBER <b>65005055L</b>		60. DATE SIGNED (Month, Day, Year) <b>11/24/05</b>	
61. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 27) Type or Print <b>JAMES P. DAVIDSON DO 502 PARK AVE. • CLEARFIELD, PA 16830</b>		62. REGISTRAR'S SIGNATURE AND NUMBER <b>[Signature]</b>		63. DATE FILED (Month, Day, Year) <b>12-3-05</b>		64. DATE FILED (Month, Day, Year) <b>12-3-05</b>	

ALIAS USED

NAME OF DECEDENT

Exhibit B



## 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

TOTAL: \$110.00

## WARRANTY DEED

Printed on Plankenhorn's 100% Lines 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  
\* \* \* \* \* ONE (\$1.00) DOLLAR \* \* \* \* \* Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor-s —do— hereby grant  
and convey to the said Grantee—, —her heirs and assigns,

All those certain lots, pieces or parcels of land situate in the Town of Lorraine, 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.

566 432

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*  
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 Forfeuer Defend the property hereby conveyed.

In witness whereof, said grantor-s—ha-VE hereunto set—their—hand-s—and seal-s—the day and year first above-written.

Sealed and delivered in the presence of

_____	ELLA R. GROVE	SEAL
_____	ELEANOR M. GROVE	SEAL
_____	_____	SEAL
_____	_____	SEAL
_____	_____	SEAL
_____	_____	SEAL

### Certificate of Residence

I hereby certify, that the precise residence of the grantee herein is as follows:  
Woodward Township, Clearfield County, Pennsylvania  
Richard M. Sharp  
Attorney at Law for Grantor

Commonwealth of Pennsylvania  
County of CENTRE } ss:

On this, the 17<sup>th</sup> day of August 19 70, 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 S 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 seal.

Commonwealth of Pennsylvania  
County of \_\_\_\_\_ } ss:

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 subscribed to the within instrument, and acknowledged that \_\_\_\_\_ executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

Seal.

My Commission Expires

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

WARRANTY DEED

Printed on Plankenhorn's 100% Linen Record Paper

VOL 724 PAGE 224

**This Deed,**MADE the Eleventh day of Augustin the year nineteen hundred and Seventy-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 Houzzdale, 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— as — hereby grant and convey to the said grantees and their heirs and assigns,

ALL those certain pieces or parcels of land situate, lying and being 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 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 tenths (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 plat plan of the Village of Loranine,

## 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') feet to a stake corner, the place of beginning.

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

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 1936", 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:

WARREN E. GROVE

MARGARET L. GROVE

This \_\_\_\_\_ day of \_\_\_\_\_

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERMINING 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. 235, approved September 10, 1963, as amended.)

VOL 164 PAGE 240

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.

Signed and delivered in the presence of

*[Signature]*

*Eleanor M. Grove* (SEAL)  
Eleanor M. Grove

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

### CERTIFICATE OF RESIDENCE

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

*[Signature]*  
NTS Attorney or Agent for Grantee

Commonwealth of Pennsylvania }  
County of CENTRE } ss:

On this, the 17<sup>th</sup> 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  
Phillipsburg, Centre Co., Pa. 16846  
My Commission Expires April 9, 1979

*[Signature]*  
My Commission Expires

Commonwealth of Pennsylvania }  
County of \_\_\_\_\_ } ss:

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 subscribed to the within instrument, and acknowledged that 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

Entered of Record Aug 19 1976 1108 Civil & Common Recorder



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	:	

#### 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 4<sup>th</sup> Street  
Houtzdale, PA 16651

DATE: April 13, 2006

  
Terrence J. McCabe, Esquire  
Attorney for Plaintiff

**FILED**  
APR 18 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
MONICA G. CHRISTIE +  
ANDREW L. MARKOWITZ  
FRANK DUBIN  
BRENDA L. BROGDON\*  
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 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

April 7, 2006

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

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

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:

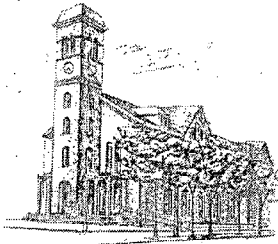
Enclosed please find an original and one copies of Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430 relative to the above matter. Kindly file the original of record with the Court and return to me a time-stamped copy in the stamped, self-addressed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

X 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  
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  
and

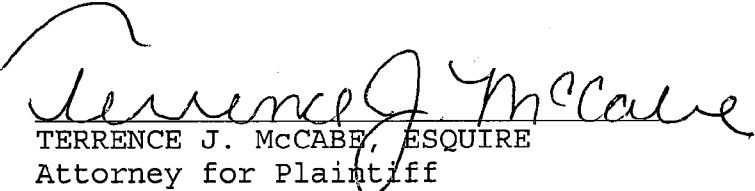
Number 2006-598-CD

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  
M / 12:45 / WY  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT w/ REINSTATE 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.

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

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

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

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

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

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

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Number

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

**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 (Plus \$ 14.62 per diem thereafter)	\$ 3,006.01
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.

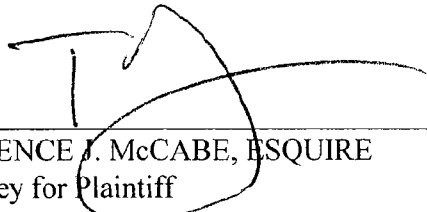


If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

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 PA.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

03-01-01 MTG

PA0012A1



\*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 hercof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

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

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

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

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

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

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

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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 MCLAUGHLIN *Tina McLaughlin* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

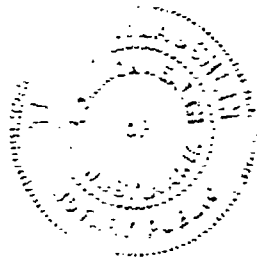
I, Tina R. McLaughlin a Notary Public in and for said county and state, do hereby certify that ELEANOR M. GROVE

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, 20 01.

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)

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

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

Check: 77117

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

85.00  
0.00

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**  
013:03391  
MAY 24 2006  
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

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
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**  
01:52 PM  
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 SURVING 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

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
by Marilyn Harris  
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 *Gary L Wyrick*  
Deputy Sheriff

05/19/2006

MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 19<sup>th</sup> day of  
&00

May A.D.

*Richard D. McCarty*  
Notary

Notarial Seal  
Richard D. McCarty, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Jan. 29, 2007





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

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 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, April 19, 2006.

RESPECTFULLY,

RECEIVED  
APR 21 2006

FRANKLIN COUNTY SHERIFF'S OFFICE

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

**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 2006

Attest.

- *Lisa A. [Signature]*  
Prothonotary/  
Clerk of Courts

Number 2006-598-C0

### **CIVIL ACTION/MORTGAGE FORECLOSURE**

#### **NOTICE**

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

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

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

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

#### **AVISO**

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

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

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

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

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

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

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Number

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

**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 (Plus \$ 14.62 per diem thereafter)	\$ 3,006.01
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

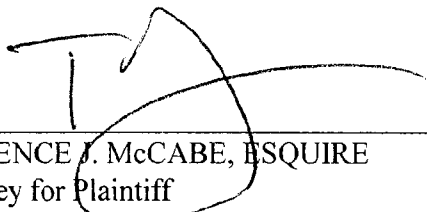
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

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 PA.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

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# Exhibit A

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

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law 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

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



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.

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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 MCLAUGHLIN *Tina McLaughlin* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, Tina R. McLaughlin 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, 20 01

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

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\* 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	:	

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

**FILED**  
 JUN 05 2006  
 11/12:30 PM  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 16651 to 16651


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 4<sup>th</sup> 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 4<sup>th</sup> 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."

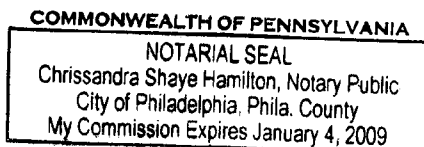
  
TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 1<sup>st</sup> DAY

OF June, 2006.

  
NOTARY PUBLIC



27817

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-CO

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

APR 21 2006

ORDER

Attest.

*William B. Shaw*  
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 4<sup>th</sup> 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 Ammerma

J.

EXHIBIT A

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.

7006 0100 0001 6826 2601

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	\$

Sent To: Unknown Surviving Heirs of Eleanor M. Grove  
Street, Apt. No.: RR1 Box 94 n.kla. 1714th Street  
or PO Box No. Grove  
City, State, ZIP+4: Hazleton, PA 16851

PS Form 3800, June 2002 See Reverse for Instructions

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

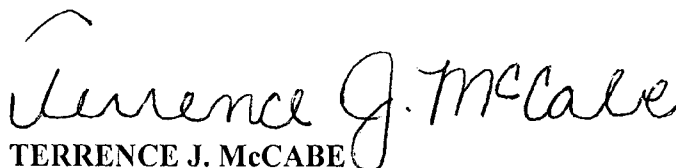
Affiliated with:  
WHITTLESEY McDOWELL & RIGA P.C.  
Joseph E. Riga\*  
Of Counsel

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

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

CLEARFIELD

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 :

:

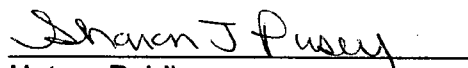
COUNTY OF CLEARFIELD :

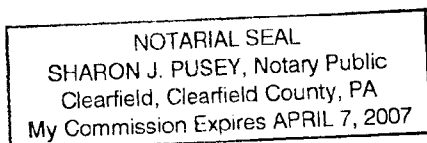
On this 12th day of May AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published 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.

Notary Seal

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

Beneficial Consumer Discount Com-  
pany 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 PER-  
SONS 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**

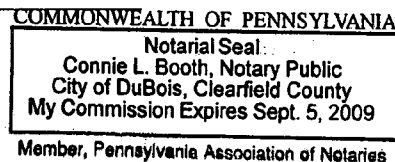
By Linda Smith

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

Connie L. Booth  
NOTARY PUBLIC



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: 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

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

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

NOTICE

If you wish to defend, you must enter a written appearance person-  
ally 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 TELE-  
PHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN  
PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAW-  
YER.

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** *1009 Notice*  
*m 112:2184 to Def.*  
**JUN 23 2006** *Statement*  
*to Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts *Atty pd.*  
*20.00*  
*(BR)*

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
TOTAL	<u>\$62,101.11</u>

*T. McCabe*

TERRENCE J. McCABE, ESQUIRE

AND NOW, this *23<sup>rd</sup>* 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

Clearfield County  
Court of Common Pleas

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

Number 2006-598-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

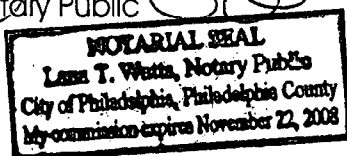
The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, 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: 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

Clearfield County  
Court of Common Pleas

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


Number 2006-598-CD

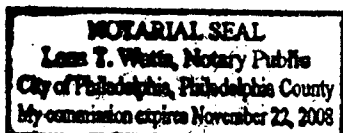
**CERTIFICATION**

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.

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

---

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

**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

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NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

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

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

**NOTIFICACION IMPORTANTE**

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

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

---

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

**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.

A handwritten signature in cursive script, reading "J. McCabe", written in black ink.

---

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

Clearfield County  
Court of Common Pleas


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

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.

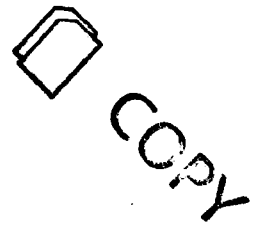
  
William A. Shaw  
Prothonotary

6/23/06

- ☒ 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 4<sup>th</sup> 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**

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William A. Shaw  
Prothonotary

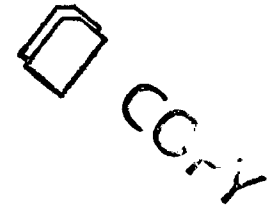
6/23/06

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

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



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

 COPY

Beneficial Consumer Discount Company  
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  
Eleanor M. Grove  
Defendant(s)

Entry: \$20.00

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

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

FILED  
01/14/07  
DEC 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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 COURT 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 EXECUTION, 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

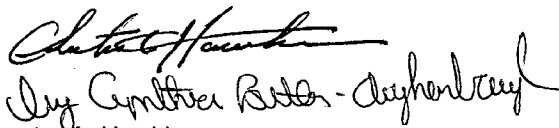
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,



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:

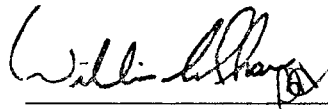
Garnishee(s) as follows:

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 31<sup>st</sup> day  
of July A.D. 2006  
At 3:00 A.M./PM

Charles A. Hawkins  
Sheriff By Cynthia Butler-Cleghon

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	15.00
SERVICE	
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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$216.21</b>

**DEED COSTS:**

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

**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	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$63,488.83</b>
--------------------------------	--------------------

**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	
<b>TOTAL COSTS</b>	<b>\$2,373.25</b>

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

CHESTER A. HAWKINS, Sheriff

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-CO

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

APR 21 2006

ORDER

Attest.

*William L. Shaw*  
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

7

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.



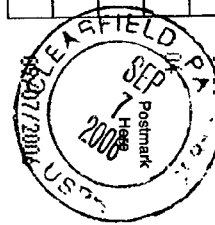
7005 0390 0003 7235 1971

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

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

**ORIGINAL USE**

Postage	\$0.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.88



Sent To  
 Street, Apt. No.: UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE  
 or PO Box No. RR #1 BOX 94 NIKIA 171 4<sup>TH</sup> STREET  
 City, State, ZIP+4: HOUTZDALE, PA 16651

PS Form 3800, June 2002 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

UNKNOWN SURVIVING HEIRS OF ELEANOR M. GROVE  
 RR #1 BOX 94 NIKIA 171 4<sup>TH</sup> STREET  
 HOUTZDALE, PA 16651

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Allyn Kauler*  
 B. Received by (Printed Name) *Allyn Kauler*  
 C. Date of Delivery *SEP 7 2004*  
 D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below

**3. Service Type**

- ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

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

PS Form 3811, February 2004 Domestic Return Receipt

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 uponSARA GROVE, KNOWN SURVIVING HE IR OF ELEANOR M. GROVE theDEFENDANT, at 0009:00 Hour, on the 25th day of September, 2006at FRANKLIN CO SHERIFF'S OFFICECHAMBERSBURG, 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
	.00

## So Answers:

TAMMY L SHANKBy [Signature]

Deputy Sheriff

10/03/2006

MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 3rd day of

&amp;00

October 2006 A.D.Richard D. McCarty  
Notary

Notarial Seal  
Richard D. McCarty, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Jan. 28, 2007

**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** Any pd.  
m/11:45/20.00  
JUL 31 2006  
iCCole  
William A. Shaw Writs w/  
Prothonotary/Clerk of Courts Prop. descr.  
to Sheriff  
CR

**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	\$		
	Total			Plus Costs

132.00 **Prothonotary costs**

*J. 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

**Praecipe for Writ of Execution**

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

RECEIVED WRIT THIS      DAY  
OF                      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.	
SATISFACTION	
SHERIFF	

*J. 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 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.

**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

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 Praecipe 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 7th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13th 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

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### PARCEL #1:

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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.

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**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

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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

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 <sup>NP CC</sup>  
MTJ:3464  
AUG 25 2006  
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 Praecipe 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

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	

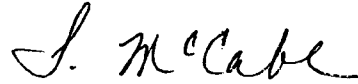
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
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 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



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



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

FILED <sup>NO CC</sup>  
m 112 59/321  
SEP 11 2006  
UN

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

COURT OF COMMON PLEAS

William A. Shaw  
Prothonotary/Clerk of Courts

Plaintiff

CLEARFIELD COUNTY

v.

Number 2006-598-CD

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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

### 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  
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COURT OF COMMON PLEAS

CLEARFIELD COUNTY

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Real Owner

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Houtzdale, PA 16651

2. Name and address of Defendants in the judgment:

Name

Address

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Plaintiff Herein

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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

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

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: 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

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.


Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Article Number

Address: Name, Street and PO Address



UNITED STATES POSTAGE  
  
 REGISTERED MAIL  
 FIRST CLASS PERMIT NO. 1000 NEW YORK, NY  
 PINNEY BOWES  
 02 1A  
 000460570  
 \$03.30<sup>00</sup>  
 SEP 05 2006  
 MAILED FROM ZIP CODE 19109

Under if	DC	SC	SH	RD	RR
ID	Fee	Fee	Fee	Fee	Fee

[illegible]

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 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219																	
9		Internal Revenue Service Federated Investors Tower 13 <sup>th</sup> 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 Weidien Clearfield Bank and Trust Company 11 N. 2 <sup>nd</sup> Street Clearfield, PA 16830-2443																	
11	Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of completely destroyed documents under Express Mail is \$500 per piece subject to additional provisions. Insurance coverage is available for up to \$5,000 to insure lost or damaged items. The maximum indemnity payable on Express Mail insured mail is \$500 per piece. See Domestic Mail Manual (DMM) 391.1 and 392.1 for limitations of coverage on insured and low COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only on Surface Mail (s) and Standard Mail (s) pieces.</p>															

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

Exhibit D



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 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 CC  
m11:1364  
OCT 16 2006 (F)

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 4<sup>th</sup> 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 4<sup>th</sup> 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 11<sup>TH</sup> DAY

OF OCTOBER, 2006.



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  
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-CV

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

APR 21 2006

ORDER

Attest.

*William L. Shaw*  
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 4<sup>th</sup> 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:

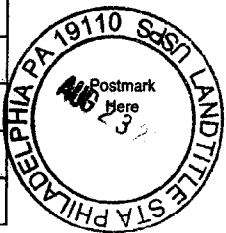
/s/ Fredric J Ammermai.

---

J.

7005 2570 0001 8927 7363

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
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  
ILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

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

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

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  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Return Receipt for Merchandise  
☐ Express Mail  
☐ Signature Confirmation  
☐ Insured

Line	Article Number	Addressee Name, Street and PO Address	Post
1	Chase Home Finance LLC vs. Regina Cunningham and Terence J. Cunningham a/k/a Terrence J. Cunningham	Terence J. Cunningham a/k/a Terrance J. Cunningham 523 Dartmouth Drive King of Prussia, PA 19406	
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 Mortgage and Real Owner and Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgage and Real Owner and Eleanor M. Grove - deceased 11/23/05	Unknown Surviving Heirs of Eleanor M. Grove, Deceased Mortgage and Real Owner RR1 Box 94 n/k/a 171 4th Street Houtzdale, PA 16651	
5		Sara Grove, Known Surviving Heir of Eleanor M. Grove, Deceased Mortgage and Real Owner 415 Elbrook Drive Chambersburg, PA 17201	
6			
7			
8			
9			
10			

Total Number of Pieces Listed by Sender

5

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$2,000 to some, but not all countries. The maximum indemnity payable is \$2,000 for registered mail. See Domestic Mail Manual R500, S913, and S921 for limitations of coverage on insured and CDD 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.

