

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

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

v.

Brian K. Sheesley
135 Church Street
Westover, PA 16692

and

Tracie D. Sheesley
135 Church Street
Westover, PA 16692

Attorneys for Plaintiff

FILED *Any pd. 85.00*
m 11:42 AM
SEP 25 2006 *2 cc Shff*

William A. Shaw
Prothonotary/Clerk of Courts

Clearfield County
Court of Common Pleas

Number *06-1550-CD*

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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Attorneys for Plaintiff

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Company of
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961 Weigel Drive
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Clearfield County
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v.

Brian K. Sheesley
135 Church Street
Westover, PA 16692
and

Tracie D. Sheesley
135 Church Street
Westover, PA 16692

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 Brian K. Sheesley, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 135 Church Street, Westover, PA 16692.

3. The Defendant is Tracie D. Sheesley, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 135 Church Street, Westover, PA 16692.

4. On 11/28/2001, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200119124.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 153, 417 Church Street, Westover, PA 16692, assessed 135 Church Street, Westover, PA 16692, Parcel #20-E17-357-20.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/03/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 45,373.72
Interest through 08/14/2006 (Plus \$ 15.22 per diem thereafter)	\$ 5,208.89
Attorney's Fee	\$ 2,268.69
Corporate Advance	\$ 212.68
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
 GRAND TOTAL	 \$ 53,613.98

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

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code

Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$53,613.98, together with interest at the rate of \$15.22 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE**

VERIFICATION

The undersigned, Margaret Gairo, Esquire, hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts are true and correct to the best of his/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.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
SCOTT T. TAGGART, ESQUIRE
ANGELA M. MICHAEL, ESQUIRE

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200119124

RECORDED ON

Nov 29, 2001
12:06:33 PM

Total Pages: 7

RECORDING FEES - \$19.00

COUNTY IMPROVEMENT \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$21.50

BENEFICIAL CONS DISC CO

CUSTOMER

711742

MORTGAGE

711742-00-529086

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

THIS MORTGAGE is made this day 28TH of NOVEMBER 2001, between the Mortgagor, BRIAN K. SHEESLEY AND TRACIE D. SHEESLEY, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 3100 OAKLAND AVE, UNIT 13-15, INDIANA, PA 15701 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 48,516.85, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated NOVEMBER 28, 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 NOVEMBER 28, 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 BOROUGH OF WESTOVER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/16/1996 AND RECORDED 10/18/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1796 AND PAGE 229. TAX MAP OR PARCEL ID NO.: 20-E17-357-20

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* ORIGINAL

Exhibit A

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

Borrower covenants that Borrower is lawfully 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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* ORIGINAL

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

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

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

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

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

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

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

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

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

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

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* ORIGINAL

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

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

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

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

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

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

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

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

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* ORIGINAL

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

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

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

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

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



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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* ORIGINAL

**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.

Brian K Sheesley
-Borrower

Tracie D Sheesley
-Borrower

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

3100 OAKLAND AVENUE SUITE 13 INDIANA, PA 15701

On behalf of the Lender. By: _____ Title: _____

COMMONWEALTH OF PENNSYLVANIA, INDIANA County ss:

I, _____ a Notary Public in and for said county and state, do hereby
certify that BRIAN K SHEESLEY AND TRACIE D SHEESLEY

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

Given under my hand and official seal, this 28TH day of NOVEMBER, 20 01

My Commission expires:

Margaret S Jacobs
Notary Public



Notarial Seal
Margaret S. Jacobs, Notary Public
White Twp., Indiana County
My Commission Expires June 27, 2002
Member, Pennsylvania Association of Notaries

This instrument was prepared by:
BENEFICIAL CONSUMER DISCOUNT COMPANY
D/B/A BENEFICIAL MORTGAGE CO OF PA
3100 OAKLAND AVENUE SUITE 13
INDIANA, PA 15701

(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

PA0012A7



*S976277CFK92MTG6000PA0012A70**SHEESLEY

* ORIGINAL

EXHIBIT A
(Legal Description)

ALL THAT CERTAIN lot or piece of ground situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Church Street; then North 1° 40' East 60 feet along Church Street to a post; then South 88° 20' East, 150 feet to a post and line of an alley; then South 1° 40' West 60 feet along said alley to a post; then North 88° 20' West, 150 feet to a post on Church Street and place of beginning. Being known as Lot No. 39 in Michael's Addition to Westover Borough.

THIS PARCEL OF LAND IS FURTHER DESCRIBED ON THE CLEARFIELD COUNTY TAX ASSESSMENT RECORDS AS CONTROL NO. 20.0-15224, TAX MAP NO. E17-357-00020.

BEING the same premises which Leroy J. Cence and Carole A. Cence, husband and wife and Verda L. Bell, widow, by Indenture dated 10-16-96 and recorded 10-16-96 in the Office of the Recorder of Deeds in and for the County of Clearfield in Deed Book 1796 Page 229, granted and conveyed unto Brian K. Sheesley and Tracie D. Sheesley, husband and wife.

NOTICE - THIS DOCUMENT DOES 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 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 in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THE NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966. BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

IN THE DISTRICT COURT OF **Clearfield** COUNTY
STATE OF **Pennsylvania, Westover, Pennsylvania**

Beneficial Consumer Discount Company

Plaintiff,

Vs.

Brian K Sheesley
And
Tracie D Sheesley

Defendants

Case No **06-1550-CD**

ENTRY OF APPEARANCE

I, **Brian K and Tracie D Sheesley**, herby enter an appearance and request an additional 30 days to file an answer. I/We acknowledge that I/We are in default of our mortgage agreement with **Beneficial Consumer Discount Company**. I/We have retained a third party to work on our behalf with **Beneficial Consumer Discount Company**, to resolve this situation.

Signature:

Brian K Sheesley
Tracie D Sheesley

Brian K and Tracie D Sheesley

135 church street
Po box 153
Westover Pa 16692

Date: October 27, 2006

FILED *No CC.*
0/2:55 am
NOV -2 2006 *(S)*

William A. Shaw
Prothonotary/Clerk of Courts

STATE OF TEXAS
COUNTY OF DALLAS

Case No. 04-10-00000-00

State of Texas, Plaintiff
vs.
[Name Redacted], Defendant

Case No. 04-10-00000-00

State of Texas, Plaintiff
vs.
[Name Redacted], Defendant

Case No. 04-10-00000-00

Case No. 04-10-00000-00

State of Texas, Plaintiff
vs.
[Name Redacted], Defendant

Case No. 04-10-00000-00

Case No. 04-10-00000-00

State of Texas, Plaintiff
vs.
[Name Redacted], Defendant

FILED

NOV - 2 2006

William A. Shaw
Prothonotary/Clerk of Courts

9

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

BENEFICIAL CONSUMER DISCOUNT COMPANY, :
Plaintiff :

vs. :

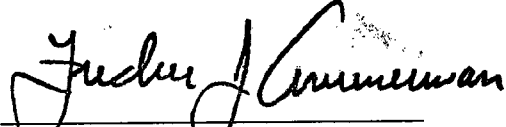
NO. 06-1550-CD

BRIAN K. SHEESLEY and TRACIE D. SHEESLEY, :
Defendants :

ORDER

NOW, this 7th day of November, 2006, in consideration of the request for an additional thirty days to file an Answer contained in the Defendants' "Entry of Appearance" which was filed on November 2, 2006; it is the ORDER of this Court that the Defendants have until **December 1, 2006** to file an Answer to the Mortgage Foreclosure filed by the Plaintiff.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
NOV 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

icc
Atty Gairo

icc
De fs.:

135 Church St.
PO Box 153
Westover, PA 16692

610

FILED

NOV 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/7/06

☐ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101953
NO: 06-1550-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: BRIAN K. SHEESLEY and TRACIE D. SHEESLEY

SHERIFF RETURN

NOW, October 05, 2006 AT 10:22 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN K. SHEESLEY DEFENDANT AT 135 CHURCH ST., WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACIE SHEESLEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
9:11:00 am
DEC 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101953
NO: 06-1550-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: BRIAN K. SHEESLEY and TRACIE D. SHEESLEY

SHERIFF RETURN

NOW, October 05, 2006 AT 10:22 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACIE D. SHEESLEY DEFENDANT AT 135 CHURCH ST., WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACIE SHEESLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101953
NO: 06-1550-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: BRIAN K. SHEESLEY and TRACIE D. SHEESLEY

SHERIFF RETURN

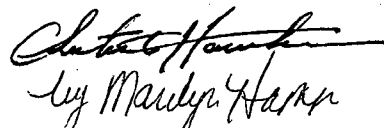
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	84677	20.00
SHERIFF HAWKINS	MCCABE	84677	40.91

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

v.

Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-CD

ORDER

And now this day of 2006, it is hereby ordered that the
Prothonotary accept the verification of counsel for the plaintiff in lieu of the sheriff's
return of service and the Prothonotary further accept the Praeceptum of Default
Judgment and Assessment of Damages and all subsequent filings.

BY THE COURT:

J.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

FILED

2cc
M 10:52 AM
DEC 07 2006
Any
Conway

William A. Shaw
Prothonotary/Clerk of Courts

CR

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

v.

Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-CD

MOTION FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant on October 5, 2006.
- 4) The Sheriff has not been able to file with the Prothonotary forthwith a return of service as required by Pennsylvania Rule of Civil Procedure 405(a)(e).
- 5) Plaintiff attempted to file its Praecipe for Default Judgment and Assessment of Damages and Writ of Execution.
- 6) The Default Judgment has been rejected by the Prothonotary for the none compliance by the Sheriff with Pennsylvania Rule of Civil Procedure 405(a)(e).
- 7) All other Pennsylvania Rules of Civil Procedure have been complied with.
- 8) Plaintiff rights are being prejudiced.

- 9) Pennsylvania Rule of Civil Procedure are not to be strictly construed.
- 10) The verification of the Plaintiff is attached setting forth that service was made.
- 11) The aforesaid verification should suffice as substantially compliant with Pennsylvania Rule of Civil Procedure 405(a)(e).

Wherefore, Plaintiff prays that an order be entered. Ordering the Prothonotary to accept Plaintiff's verification as compliant with the above cited rule therefore allowing the Prothonotary to accept Plaintiff's Praecipe to Default Judgment and all other subsequent filings.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

12/5/06

VERIFICATION

The Undersigned attorney for the Plaintiff certifies to the best of his knowledge information and belief that the Sheriff of Clearfield County has served the defendants in the above-captioned matter on the 5th day October 2006.

December 5, 2006
Date

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

Plaintiff

vs.

BRIAN K. SHEESLEY and TRACIE D. SHEESLEY,
Defendants

NO. 06-1550-CD

ORDER

NOW, this 12th day of December, 2006, the Court having been advised that the Sheriff's Return of Service in the above-captioned case was filed in the Prothonotary's Office on December 11, 2006, the Plaintiff's Motion filed on December 7, 2006 is rendered moot.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 3cc
09:33 AM
DEC 13 2006
Amy Conway
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/13/06

☒ You are responsible for serving all appropriate parties.

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

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-CD

Attorneys for Plaintiff

FILED *Att. pd.*
m/12:53/01 20.00
JAN 23 2007 *icc &*
Notice
William A. Shaw *to Defs.*
Prothonotary/Clerk of Courts
Statement to
Att.

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	\$ 53,613.98
Interest from 08/15/2006 - 01/22/2007	\$ 2,450.42
TOTAL	\$ 56,064.40

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

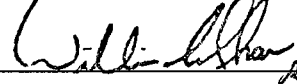
MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

AND NOW, this *23rd* day of *January*, 2007, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendants, Brian K. Sheesley, and Tracie D. Sheesley, and damages are assessed in the amount of **\$56,064.40**, plus interest and costs.

BY THE PROTHONOTARY:


201

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

Brian K. Sheesley
and
Tracie D. Sheesley

Number 06-1550-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, Brian K. Sheesley, is over eighteen (18) years of age and resides at 135 Church Street, Westover, PA 16692; and that the Defendant, Tracie D. Sheesley, is over eighteen (18) years of age and resides at 135 Church Street, Westover, PA, 16692. A copy of the Military request form is attached as Exhibit "A".

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY
OF JANUARY, 2007.

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Terrence J. McCabe

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

Lana T. Watts
NOTARY PUBLIC

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

Exhibit A

OCT-25-2006 08:13:37

Department of Defense Manpower Data Center



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHEESLEY		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenseink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: TQDAXGMFPV

Department of Defense Manpower Data Center

OCT-25-2006 08:13:55



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Exhibit A

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHEESLEY		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

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Department of Defense - Manpower Data Center
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WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: TQDFWUBHPA

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

Brian K. Sheesley
and
Tracie D. Sheesley

Number 06-1550-CD

CERTIFICATION

The Undersigned 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 "B".

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY
OF JANUARY, 2007.

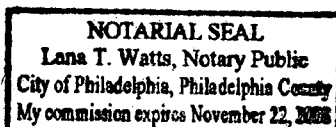
McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE


NOTARY PUBLIC



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

**William A. Shaw
Prothonotary**

October 26, 2006

EXHIBIT B

To: Brian K. Sheesley
135 Church Street
Westover, PA 16692

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

vs.

Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

TJM/cmo

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

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

**William A. Shaw
Prothonotary**

October 26, 2006

To: Tracie D. Sheesley
135 Church Street
Westover, PA 16692

EXHIBIT B

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

vs.

Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-CD

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NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

TJM/cmo

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

VERIFICATION

The undersigned, hereby certifies that he/she is the attorney for the Plaintiff in the within action and that he/she is authorized to make this verification and that the foregoing facts are true and correct to the best of their 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.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

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

COPY

William A. Shaw
Prothonotary

To: Brian K. Sheesley
135 Church Street
Westover, PA 16692

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

v.


Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-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 BA 1123107
Prothonotary

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

If you have any questions concerning this Judgment, please call **McCABE, WEISBERG**

AND CONWAY at (215) 790-1010.

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

 COPY

William A. Shaw
Prothonotary

To: Tracie D. Sheesley
135 Church Street
Westover, PA 16692

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

v.


Brian K. Sheesley
and
Tracie D. Sheesley

Clearfield County
Court of Common Pleas

Number 06-1550-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 123107

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

If you have any questions concerning this Judgment, please call **McCABE, WEISBERG**

AND CONWAY at (215) 790-1010.

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

CC-1

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2006-01550-CD

Real Debt: \$56,064.40

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brian K. Sheesley
Tracie D. Sheesley
Defendant(s)

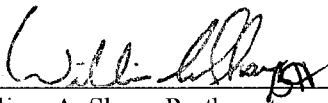
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 23, 2007

Expires: January 23, 2012

Certified from the record this 23rd day of January, 2007.



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

Praeipue for Writ of Execution-MORTGAGE FORECLOSURE

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

FILED

FEB 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

Any pd.
20.00
ICC @ Lewitts
to Shff
(610)

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 Brian K. Sheesley and Tracie D. Sheesley defendants, and
3. Against _____
Garnishee(s);
4. And index this writ
 - a) Against Brian K. Sheesley and Tracie D. Sheesley 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)*

PO BOX 153, 417 CHURCH STREET, WESTOVER, PA 16692


(Specifically described property)

(If space insufficient, attach extra sheets)

5.	Amount Due	\$	56,064.40	
	Interest from 01/23/2007 to			
	DATE OF SALE	\$		
	plus \$9.22 per diem thereafter	\$		
				Plus Costs
	Total			

125.00

Prothonotary costs



McCabe, Weisberg and Conway, P.C.
Attorneys for Plaintiff(s)

06-1550-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.

Brian K. Sheesley and Tracie D. Sheesley

Praecipe for Writ of Execution

Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

By: _____

TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT

56,064.40

INTEREST

Interest from 01/23/2007 to

DATE OF SALE

plus \$9.22 per diem thereafter

PROTHONOTARY

125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF



McCabe, Weisberg and Conway, P.C.

Attorneys for Plaintiff(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Church Street; then North 1° 40' East 60 feet along Church Street to a post; then South 88° 20' East, 150 feet to a post and line of an alley; then South 1° 40' West 60 feet along said alley to a post; then North 88° 20' West, 150 feet to a post on Church Street and place of beginning. Being known as Lot No. 39 in Michael's Addition to Westover Borough.

THIS PARCEL OF LAND IS FURTHER DESCRIBED ON THE CLEARFIELD COUNTY TAX ASSESSMENT RECORDS AS CONTROL NO. 20.0-15224, TAX MAP NO. E17-357-00020.

BEING KNOWN AS TAX I.D. #: 20-E17-357-20

BEING KNOWN AS PO BOX 153, 417 CHURCH STREET, WESTOVER, PA 16692.

Title to said premises is vested in Brian K. Sheesley and Tracie D. Sheesley, husband and wife, by deed from Leroy J. Cence and Carole A. Cence, husband and wife, and Verda L. Bell, Widow, dated 10/16/96 and recorded 10/16/96 in Deed Book 1796, Page 229.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

Attorneys for Plaintiff

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS

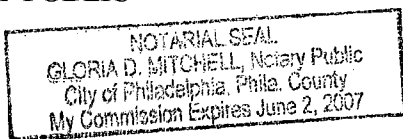
The Undersigned attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing addresses of the Defendants are:

Brian K. Sheesley
135 Church Street
Westover, PA 16692

Tracie D. Sheesley
135 Church Street
Westover, PA 16692

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9th DAY
OF FEBRUARY, 2007.

Gloria Mitchell
NOTARY PUBLIC



McCABE, WEISBERG, AND CONWAY, P.C.

BY: *Terrence J. McCabe*

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIR, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

AFFIDAVIT PURSUANT TO RULE 3129

The Undersigned 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: PO Box 153, 417 Church Street, Westover, PA 16692, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name

Address

Brian K. Sheesley

135 Church Street
Westover, PA 16692

Tracie D. Sheesley

135 Church Street
Westover, PA 16692

2. Name and address of Defendants in the judgment:

Name

Address

Brian K. Sheesley

135 Church Street
Westover, PA 16692

Tracie D. Sheesley

135 Church Street
Westover, PA 16692

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

Name

Address

None Known

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

Name

Address

Plaintiff herein.

NBOC Bank

436 Magee Avenue
Patton, PA 16868

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

Name

Address

None known

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

Clearfield County Tax Claim
Bureau

230 E. Market Street
Suite 121
Clearfield, PA 16830

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

Tenant/Occupants

PO Box 153,
417 Church Street,
Westover, PA 16692

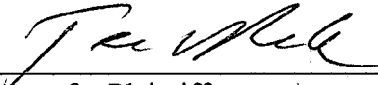
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
PA Department of Revenue	Bureau of Compliance Clearance Support P.O. Box 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales

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

February 9, 2007

DATE

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

LEGAL DESCRIPTION

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THIS PARCEL OF LAND IS FURTHER DESCRIBED ON THE CLEARFIELD COUNTY TAX ASSESSMENT RECORDS AS CONTROL NO. 20.0-15224, TAX MAP NO. E17-357-00020.

BEING KNOWN AS TAX I.D. #: 20-E17-357-20

BEING KNOWN AS PO BOX 153, 417 CHURCH STREET, WESTOVER, PA 16692.

Title to said premises is vested in Brian K. Sheesley and Tracie D. Sheesley, husband and wife, by deed from Leroy J. Cence and Carole A. Cence, husband and wife, and Verda L. Bell, Widow, dated 10/16/96 and recorded 10/16/96 in Deed Book 1796, Page 229.

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 Company of Pennsylvania

Vs.

NO.: 2006-01550-CD

COPY

Brian K. Sheesley and Tracie D. Sheesley

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from BRIAN K. SHEESLEY and TRACIE D. SHEESLEY, 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: \$56,064.40
INTEREST from 01/23/2007 to Date of
Sale plus \$9.22 per diem thereafter
ATTY'S COMM: \$
DATE: 02/16/2007

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

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

LEGAL DESCRIPTION

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BEING KNOWN AS TAX I.D. #: 20-E17-357-20

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McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.


Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

FILED ICCAH
m/12:10cm Gairo
MAR 12 2007 

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

I, Undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 8th day of March, 2007, 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."

SWORN TO AND SUBSCRIBED

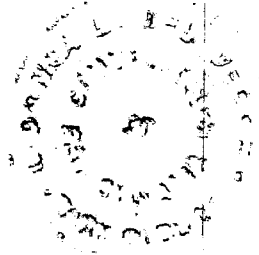
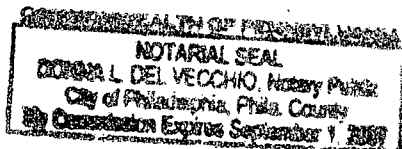
BEFORE ME THIS 8th DAY

OF MARCH, 2007.


NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE



McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

Attorneys for Plaintiff

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

AFFIDAVIT PURSUANT TO RULE 3129

The Undersigned, 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: PO Box 153, 417 Church Street, Westover, PA 16692, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name

Address

Brian K. Sheesley

135 Church Street
Westover, PA 16692

Tracie D. Sheesley

135 Church Street
Westover, PA 16692

2. Name and address of Defendants in the judgment:

Name

Address

EXHIBIT A

Brian K. Sheesley 135 Church Street
Westover, PA 16692

Tracie D. Sheesley 135 Church Street
Westover, PA 16692

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

Name	Address
None Known	

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

Name	Address
Plaintiff herein.	
NBOC Bank	436 Magee Avenue Patton, PA 16868

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

Name	Address
None known	

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
Clearfield County Tax Claim Bureau	230 E. Market Street Suite 121 Clearfield, PA 16830

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
Tenant/Occupants	PO Box 156 417 Church Street Westover, PA 16692

EXHIBIT A

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
PA Department of Revenue	Bureau of Compliance Clearance Support P.O. Box 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales

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

March 8, 2007

DATE

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

DATE: March 8, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Brian K. Sheesley and Tracie D. Sheesley

PROPERTY: PO Box 153, 417 Church Street, Westover, PA 16692

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, May 4, 2007, 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.

EXHIBIT B

Check type of mail or service:

☐ Certified

☐ COD

☐ Delivery Confirmation

☐ Express Mail

☐ Insured

☐ Registered Delivery (International)

☐ Registered

☐ Return Receipt for Merchandise

☐ Signature Confirmation

Line	Article Number	Addressee Name, Street and PO Address	SC	SH	RD	RR
1	Beneficial v. Sheesley	NBOC Bank 436 Magee Avenue Patton, PA 16868				
2		Clearfield County Tax Claim Bureau 230 E. Market Street Suite 121 Clearfield, PA 16830				
3		Tenant/Occupants PO Box 153 417 Church Street Westover, PA 16692				
4		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105				
5		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130				
6		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128				
7		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8-486 Harrisburg, PA 17105-8486				
8		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830				
9		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				
10		Internal Revenue Service Federalized Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222				

0004605770
MAILED FROM ZIP CODE 19109
\$03.300
MAR 08 2007

EXHIBIT B

EXHIBIT B

11		P.A. Department of Revenue Bureau of Compliance Clearance Support P.O. Box 281230 Harrisburg, PA 17128-1230 Attn: Sheriff's Sales																
Total Number of Pieces Listed by Sender 11	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	<small>The full declaration of value is required on all domestic and international registered mail. The maximum liability for the transportation of mail is \$500 per piece, subject to additional limitations for multiple pieces held or damaged in a single transportation occurrence. The maximum liability payable for loss of contents is \$500 per piece, subject to additional limitations for multiple pieces held or damaged in a single transportation occurrence. The maximum liability payable for loss of contents is \$500 per piece, subject to additional limitations for multiple pieces held or damaged in a single transportation occurrence. See <i>Domestic Mail Manual</i> (DMM) §913 and §921 for limitations of coverage on insured and COD mail. See <i>International Mail Manual</i> (IMM) for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (SM) and Standard Mail (B) parcels.</small>															

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

EXHIBIT B

McCABE, WEISBERG AND CONWAY, P.C.
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

FILED
MAR 28 2007
mcc
um

William A. Shaw
Prothonotary/Clerk of Courts

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 23rd day of March, 2007, 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."

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd DAY

OF MARCH, 2007.

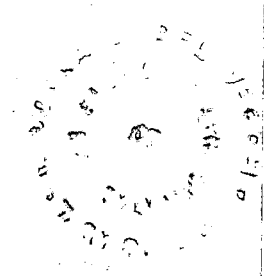
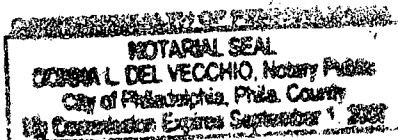

NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
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Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Undersigned, 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: PO Box 135 Church Street, Westover, PA 16692, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name	Address
Brian K. Sheesley	135 Church Street Westover, PA 16692
Tracie D. Sheesley	135 Church Street Westover, PA 16692

2. Name and address of Defendant in the judgment:

Name	Address
------	---------

EXHIBIT A

Brian K. Sheesley 135 Church Street
Westover, PA 16692

Tracie D. Sheesley 135 Church Street
Westover, PA 16692

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

Name	Address
None Known	

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

Name	Address
Plaintiff herein.	
NBOC Bank	436 Magee Avenue Patton, PA 16868

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

Name	Address
None known	

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
Clearfield County Tax Claim Bureau	230 E. Market Street Suite 121 Clearfield, PA 16830

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:

EXHIBIT A

Name	Address
Tenant/Occupants	PO Box 153, 417 Church Street, Westover, PA 16692
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Christopher E. Mahony, Esquire	90 Beaver Drive Suite 201A Dubois, PA 15801

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

March 23, 2007

DATE

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.

Brian K. Sheesley and Tracie D. Sheesley

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1550-CD

DATE: March 23, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Brian K. Sheesley and Tracie D. Sheesley

PROPERTY: PO Box 153, 417 Church Street, Westover, PA 16692

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, May 4, 2007, 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.

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20532

NO: 06-1550-CD

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

vs.

DEFENDANT: BRIAN K. SHEESLEY AND TRACIE D. SHEESLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/16/2007

LEVY TAKEN 2/28/2007 @ 10:45 AM

POSTED 2/28/2007 @ 10:45 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/7/2007

DATE DEED FILED NOT SOLD

FILED

0/9:00Lm
JAN 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

2/28/2007 @ 10:45 AM SERVED BRIAN K. SHEESLEY

SERVED BRIAN K. SHEESLEY, DEFENDANT, AT HIS RESIDENCE 135 CHURCH STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACIE D. SHEESLEY, WIFE/CO-DEFENDANT

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.

2/28/2007 @ 10:45 AM SERVED TRACIE D. SHEESLEY

SERVED TRACIE D. SHEESLEY, DEFENDANT, AT HER RESIDENCE 135 CHURCH STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACIE D. SHEESLEY

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

@ SERVED

NOW, MAY 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MAY 4, 2007 TO AUGUST 3, 2007.

@ SERVED

NOW, JULY 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 3, 2007. PLAINTIFF DECIDED THAT THERE IS NOT ENOUGH EQUITY TO TAKE THE PROPERTY TO SALE.

2007 C.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20532

NO: 06-1550-CD

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

vs.

DEFENDANT: BRIAN K. SHEESLEY AND TRACIE D. SHEESLEY


Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$253.70

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

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

Vs.

NO.: 2006-01550-CD

Brian K. Sheesley and Tracie D. Sheesley

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from BRIAN K. SHEESLEY and TRACIE D. SHEESLEY, 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: \$56,064.40
INTEREST from 01/23/2007 to Date of
Sale plus \$9.22 per diem thereafter
ATTY'S COMM: \$
DATE: 02/16/2007

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 16th day
of February A.D. 2007
At 4:00 A.M./P.M.

Charles A. Hawkins
Sheriff

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

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Church Street; then North 1° 40' East 60 feet along Church Street to a post; then South 88° 20' East, 150 feet to a post and line of an alley; then South 1° 40' West 60 feet along said alley to a post; then North 88° 20' West, 150 feet to a post on Church Street and place of beginning. Being known as Lot No. 39 in Michael's Addition to Westover Borough.

THIS PARCEL OF LAND IS FURTHER DESCRIBED ON THE CLEARFIELD COUNTY TAX ASSESSMENT RECORDS AS CONTROL NO. 20.0-15224, TAX MAP NO. E17-357-00020.

BEING KNOWN AS TAX I.D. #: 20-E17-357-20

BEING KNOWN AS PO BOX 153, 417 CHURCH STREET, WESTOVER, PA 16692.

Title to said premises is vested in Brian K. Sheesley and Tracie D. Sheesley, husband and wife, by deed from Leroy J. Cence and Carole A. Cence, husband and wife, and Verda L. Bell, Widow, dated 10/16/96 and recorded 10/16/96 in Deed Book 1796, Page 229.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRIAN K. SHEESLEY

NO. 06-1550-CD

NOW, January 05, 2008, 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 , I exposed the within described real estate of Brian K. Sheesley And Tracie D. Sheesley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	32.01
LEVY	15.00
MILEAGE	32.01
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$253.70

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	56,064.40
INTEREST @ 9.2200	(6,755,484.7
FROM 01/23/2007 TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST (\$6,699,380.38)

COSTS:

ADVERTISING	338.02
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	253.70
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS \$1,000.72

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

LAW OFFICES

McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET GAIRO
 MONICA G. CHRISTIE +
 LISA L. WALLACE+†
 ANDREW L. MARKOWITZ
 FRANK DUBIN
 BRENDA L. BROGDON*
 BONNIE DAHL*
 ROBERT W. CUSICK*
 SCOTT TAGGART*
 ANGELA M. MICHAEL»
 MATTHEW DITRAPANI
 WILLIAM FOLEY^

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

Of Counsel
 JOSEPH F. RIGA*

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

May 1, 2007

Sheriff of Clearfield County
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

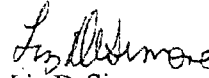
Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of
 Pennsylvania vs. Brian K. Sheesley and Tracie D. Sheesley
 Clearfield County; Court of Common Pleas; No. 06-1550-CD
 Premises: PO Box 153, 417 Church Street, Westover, PA, 16692

Dear Sheriff:

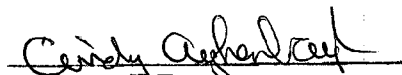
As you know, the above-captioned matter is currently scheduled for the May 4, 2007 Sheriff's Sale. I am requesting at this time that you postpone this matter to the August 3, 2007 Sheriff's Sale.

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

Very truly yours,


 Liz DeSimone
 Legal Assistant

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915
 SHERIFF'S OFFICE-RECEIVED BY:


 SIGNATURE

5/1/07
 DATE

LAW OFFICES

McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET CAIRO
 LISA L. WALLACE-1
 BRENDA L. BROGDON*
 MICHELLE M. MONTE**
 MONICA G. CHRISTIE+
 FRANK DUBIN
 ANDREW L. MARKOWITZ
 ROBERT W. CUSICK*
 BONNIE DAHL*
 ANGELA M. MICHAEL
 SCOTT TAGGART*
 DEBORAH K. CURRAN**
 LAURA H.G. O'SULLIVAN**
 STEPHANIE H. HURLEY**

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 WESTMONT, NJ 08108
 (856) 858-7080
 FAX (856) 858-7030

SUITE 205
 53 WEST 36TH STREET
 NEW YORK, NY 10018
 (917) 351-1188
 FAX (917) 351-0362
 ALSO SERVICING CONNECTICUT

SUITE 302
 8101 SANDY SPRING ROAD
 LAUREL, MD 20707
 (301) 490-1196
 FAX (301) 490-1568
 ALSO SERVICING THE DISTRICT OF COLUMBIA

SUITE 205W
 6800 JERICHO TURNPIKE
 SYOSSET, NY 11791
 (917) 351-1188
 FAX (917) 351-0363

Of Counsel:
 PITNICK & MARGOLIN, LLP* - NY
 DEBORAH K. CURRAN* - MD & DC
 LAURA H.G. O'SULLIVAN* - MD & DC
 STEPHANIE H. HURLEY** - MD
 JOSEPH F. RIGA* - PA & NJ

* Licensed in PA & NJ
 ** Licensed in PA & NY
 + Licensed in NY
 * Licensed in NJ
 + Licensed in PA & WA
 *** Licensed in PA, NJ & NY
 - Licensed in NY & CT
 - Licensed in MD & DC
 ** Licensed in MD
 + Managing Attorney for NY
 + Managing Attorney for MD

July 27, 2007

Sheriff of Clearfield County
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

Re: Beneficial C.D.C. vs. Brian K. Sheesley and Tracie D. Sheesley
 Clearfield County, Court of Common Pleas; No. 06-1550-CD
 Premises: PO Box 153, 417 Church Street, Westover, PA, 16692
Date of Sheriff's Sale: August 3, 2007


Dear Sheriff:

As you know, the above-captioned property is currently listed for the **August 3, 2007 Sheriff's Sale**. I am writing to you at this time to request that you stay the Sale. Beneficial has decided that there is not enough equity to take the property to sale.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,


 Liz DeSimone
 Legal Assistant

/ld

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915
 SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

This is a communication from a debt collector.

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