



**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 C. Ickes  
79 Hill Street  
Irvona, PA 16656  
and  
Dorothy L. Hockenberry  
159 Berwind Street  
Irvona, PA 16656

Clearfield County  
Court of Common Pleas

Number **06-1741-CD**

**FILED**

**OCT 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

**Aug pd. 85.00**  
**acc Shff**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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

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**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  
961 Weigel Drive  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Brian C. Ickes  
79 Hill Street  
Irvona, PA 16656

and

Dorothy L. Hockenberry  
159 Berwind Street  
Irvona, PA 16656

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Brian C. Ickes, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 79 Hill Street, Irvona, PA 16656.

3. The Defendant is Dorothy L. Hockenberry, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 159 Berwind Street, Irvona, PA 16656.

4. On 07/16/2002, mortgagors made, executed and delivered mortgages upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200211494 and #200211496.

5. The premises subject to said mortgages are described in the mortgages attached as Exhibit "A" and is known as 159 Berwind Street, Irvona, PA 16656, Parcel #11-H16-353-134 and 79 Hill Street, Irvona, PA 16656, Parcel #11-H170678-20 and #11-H17-678-17.

6. The mortgages are in default because monthly payments of principal and interest upon said mortgages due 06/20/2006 and each month thereafter are due and unpaid, and by the terms of said mortgages, 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 mortgages:

Principal Balance	\$ 78,437.43
Interest through 09/15/2006 (Plus \$ 22.64 per diem thereafter)	\$ 7,464.44
Attorney's Fee	\$ 3,921.87
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 90,373.74

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 \$90,373.74, together with interest at the rate of \$22.64 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**

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711702

## MORTGAGE

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

THIS MORTGAGE is made this day 16TH of JULY 2002, between the Mortgagor, DOROTHY L. HOCKENBERRY, SINGLE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 3006 PLEASANT VALLEY BLVD, ALTOONA, PA 16602 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,184.55, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 16, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 16, 2032;

☐ 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 IRVONA COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/08/1999 AND RECORDED 04/09/1999, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 199905387 PAGE 1.

TAX MAP OR PARCEL ID NO.: 11-H16-353-134

ADDRESS: 76 BERWIN ST, IRVONA, PA. 16656

PA0012B1



\*113082B12181MT37000PA0012B10\*\*ICKES

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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



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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200211494

RECORDED ON

JUL 19, 2002

12:03:54 PM

Total Pages: 7

RECORDING FEES - \$19.00  
RECORDER

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT FUND \$3.00

STATE WRIT TAX \$0.50

TOTAL \$24.50

CUSTOMER

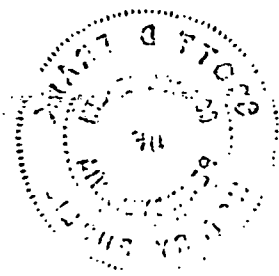
BENEFICIAL CONS DISC CO

04-29-02 MTG

\*13082B12181MT37000PA0012B6D\*\*ICKES

\* ORIGINAL

PA0012B6



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.

  
DOROTHY L. HOCKENBERRY Borrower

Borrower

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

3006 PLEASANT VALLEY BLVD., ALTOONA, PA. 16602

On behalf of the Lender. By: AVIS S RICE Title: SALES ASST.

COMMONWEALTH OF PENNSYLVANIA,

County ss: BLAIR

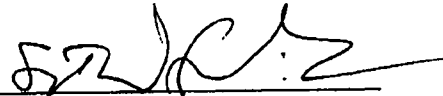
I, Scott A. Frank a Notary Public in and for said county and state, do hereby certify that

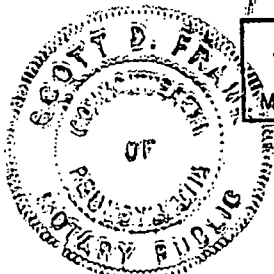
DOROTHY L. HOCKENBERRY, SINGLE

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

Given under my hand and official seal, this 16TH day of JULY, 20 02

My Commission expires:

  
Notary Public



Notarial Seal  
Scott D. Frank, Notary Public  
Warren, Warren County  
My Commission Expires Oct. 20, 2003

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

(Name)

3006 PLEASANT VALLEY BLVD.  
ALTOONA, PA. 16602

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA001287



\*1 13082B12181MT37000PA0012B70\*\*ICKES

\* ORIGINAL

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 73032  
0202-RECEIPT BLL

-- CHARGES --

#001 MORTGAGE \$24.50

Instrument Number - 200211494  
Recorded on - Jul 19, 2002 12:03:54 PM  
Total Pages: 7  
Mortgagor - HOCKEIBERRY, DOROTHY L  
Mortgagee - BENEFICIAL CONS DISC CO  
Consideration - \$81,184.55

Fee Detail:  
COUNTY RECORDING FEE \$13.00  
IMPROVEMENT FEE - COUNTY \$2.00  
IMPROVEMENT FEE - RECORDER \$3.00  
PER PAGE FEE \$6.00  
~~STATE UNIT FEE~~ \$0.50

TOTAL CHARGES \$24.50

-- PAYMENTS --

CHECK: 7117023256 \$24.50

TOTAL PAYMENTS \$24.50

AMOUNT DUE \$24.50  
PAYMENT ON INVOICE (\$24.50)  
BALANCE DUE \$0.00

Customer ID: BCDC  
BENEFICIAL CONS DISC CO

THANK YOU  
KAREN L. STARCK  
REGISTER & RECORDER  
COUNTY # 17

07/19/2002 12:03:54 PM

711702-00-554483

02 AUG 22 AH11:44

711702 - 00-554483

## MORTGAGE

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

THIS MORTGAGE is made this day 16TH of JULY 2002, between the Mortgagor, BRIAN C ICKES

(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 3006 PLEASANT VALLEY BLVD, ALTOONA, PA 16602 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,184.55, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 16, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 16, 2032;

☐ 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 IRVONA COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBE IN A DEED DATED 01/11/1991 AND RECORDED 01/22/1991, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1382 PAGE 143.

04-29-02 MTC  
CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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\* ORIGINAL

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

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

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

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

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

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

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

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

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PA0012B2

\* 13082B12181MTG7000PA0012B20\*\*ICKES

\* 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.

04-29-02 MTG

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

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

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

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

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

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

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

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

04-29-02 MTG

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A (PAGE 1)

TAX MAP OR PARCEL ID NO.: 11-H17-678-20. TAX MAP OR PARCEL  
ID. : 11-H17-678-17  
ADDRESS: BOX 76, HILL ST; IRVONA, PA 16656

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200211496**

RECORDED ON  
**JUL 19, 2002**  
**12:05:49 PM**  
Total Pages: 8

RECORDING FEES - \$21.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER \$3.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$26.50

CUSTOMER  
BENEFICIAL CONS DISC CO

\*13082812181MTG7000PA0012800\*\*ICKES

\* 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 C. Ickes  
BRIAN C. ICKES -Borrower

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
3006 PLEASANT VALLEY BLVD, ALTOONA, PA. 16602

On behalf of the Lender. By: AVIS S RICE Title: SALES ASST.  
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Scott D. Frank a Notary Public in and for said county and state, do hereby  
certify that

BRIAN C. ICKES

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

Given under my hand and official seal, this 16TH day of JULY, 20 02.

My Commission expires:

Scott D. Frank  
Notary Public

Notarial Seal  
Scott D. Frank, Notary Public  
Warren, Warren County  
My Commission Expires Oct. 20, 2003

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

(Name)

3006 PLEASANT VALLEY BLVD.  
ALTOONA, PA. 16602

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA001287

\*113082B12181MTG7000PA0012870\*\*ICKES

\* ORIGINAL

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 73033  
0202-RECEIPT B.L.

-- CHARGES --

#001 MORTGAGE \$26.50

Instrument Number - 200211496  
Recorded on - Jul 19, 2002 12:05:49 PM  
Total Pages: 8  
Mortgagor - ICKES, BRIAN C  
Mortgagee - BENEFICIAL CONS DISC CO  
Consideration - \$81,184.55

Fee Detail:  
COUNTY RECORDING FEE \$13.00  
IMPROVEMENT FEE - COUNTY \$2.00  
IMPROVEMENT FEE - RECORDER \$3.00  
PER PAGE FEE \$8.00  
STATE WRIT FEE \$0.50

TOTAL CHARGES \$26.50

-- PAYMENTS --

CHECK: 7117023255 \$26.50

TOTAL PAYMENTS \$26.50

AMOUNT DUE \$26.50  
PAYMENT ON INVOICE (\$26.50)  
BALANCE DUE \$0.00

Customer ID: BCDC  
BENEFICIAL CONS DISC CO

THANK YOU  
KAREN L. STARCK  
REGISTER & RECORDER  
COUNTY # 17  
JUL 19 2002 12:05:47 PM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102061  
NO: 06-1741-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY dba  
vs.  
DEFENDANT: BRIAN C. ICKES and DOROTHY L. HOCKENBERRY

SHERIFF RETURN

NOW, October 31, 2006 AT 10:22 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN C. ICKES DEFENDANT AT 79 HILL ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOROTHY L. HOCKENBERRY, ADULT AT RESIDENCE 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 # 102061  
NO: 06-1741-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY dba  
vs.  
DEFENDANT: BRIAN C. ICKES and DOROTHY L. HOCKENBERRY

**SHERIFF RETURN**

---

NOW, October 31, 2006 AT 10:22 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOROTHY L. HOCKENBERRY DEFENDANT AT 79 HILL ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOROTHY HOCKENBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.  
159 BERWIND ST., IRVONA, PA. "empty"

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102061  
NO: 06-1741-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY dba  
vs.  
DEFENDANT: BRIAN C. ICKES and DOROTHY L. HOCKENBERRY

SHERIFF RETURN

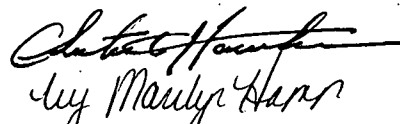
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	85998	20.00
SHERIFF HAWKINS	MCCABE	85998	48.03

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 C. Ickes  
and  
Dorothy L. Hockenberry

Clearfield County  
Court of Common Pleas

Number 06-1741-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 Praecipe 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

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

v.

Brian C. Ickes  
and  
Dorothy L. Hockenberry

Clearfield County  
Court of Common Pleas

Number 06-1741-CD

FILED 3cc  
m 11:50 AM  
DEC 07 2006 Conway  
William A. Shaw  
Prothonotary/Clerk of Courts (GR)

**MOTION FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES**

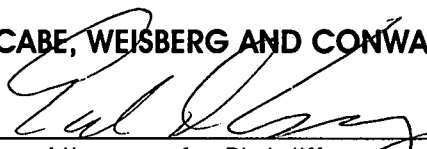
- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant on October 31, 2006.
- 4) The Sheriff has not been able to file with 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**

**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 31<sup>th</sup> 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**

1A

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 C. ICKES and DOROTHY L. HOCKENBERRY,  
Defendants

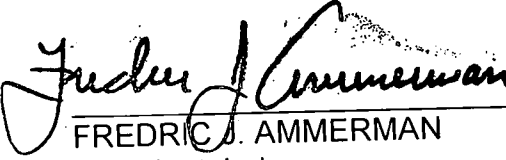
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\*  
\*  
\*  
\*  
\*  
\*

NO. 06-1741-CD

ORDER

NOW, this 12<sup>th</sup> 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  
DEC 13 2006

William A. Shaw  
Prothonotary/Clerk of Courts

3cc  
Any Conway

DATE: 12/13/06

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

DEC 13 2006

William A. Shaw  
Probationary/Clerk of Courts

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

**William A. Shaw  
Prothonotary**

To: Brian C. Ickes  
79 Hill Street  
Ivona, PA 16656

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

v.

Brian C. Ickes  
and  
Dorothy L. Hockenberry

Clearfield County  
Court of Common Pleas

Number 06-1741-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

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

*pd \$20.00 AHH*  
**FILED** *ICC AHH*  
*10/11:20am*  
**DEC 22 2006** *Notice to defts.*  
William A. Shaw  
Prothonotary/Clerk of Courts

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**

**William A. Shaw  
Prothonotary**

To: Dorothy L. Hockenberry  
159 Berwind Street  
Irvona, PA 16656

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

v.

Brian C. Ickes  
and  
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**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw  
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If you have any questions concerning this Judgment, please call **McCABE, WEISBERG  
AND CONWAY** at (215) 790-1010.

**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 C. Ickes  
and  
Dorothy L. Hockenberry

Number 06-1741-CD

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

Principal	\$ 90,373.74
Interest from 09/16/2006 - 12/21/2006	\$ 2,196.08
<b>TOTAL</b>	<b><u>\$ 92,569.82</u></b>

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

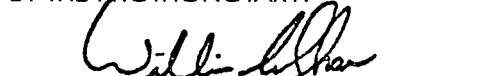
BY: 

Attorneys for Plaintiff

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

AND NOW, this 22nd day of December, 2006, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendants, Brian C. Ickes, and Dorothy L. Hockenberry, and damages are assessed in the amount of **\$92,569.82**, plus interest and costs.

BY THE PROTHONOTARY:



**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 C. Ickes  
and  
Dorothy L. Hockenberry

Number 06-1741-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

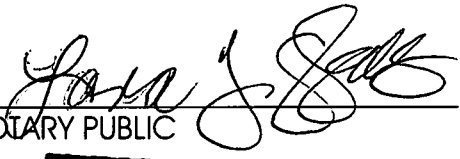
The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Brian C. Ickes, is over eighteen (18) years of age and resides at 79 Hill Street, Ivona, PA 16656; and that the Defendant, Dorothy L. Hockenberry, is over eighteen (18) years of age and resides at 159 Berwind Street, Ivona, PA, 16656. A copy of the requested information is attached as Exhibit "A".

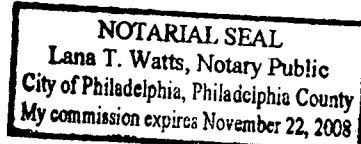
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 21st DAY  
OF DECEMBER, 2006.

**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



Department of Defense Manpower Data Center

NOV-21-2006 11:10:59



Military Status Report

Pursuant to the Servicemembers Civil Relief Act

**Exhibit A**

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
ICKES	Brian	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*

---

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

"defenselink.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:***BAPVKTZJNQG**

Department of Defense Manpower Data Center **Exhibit A** NOV-21-2006 11:12:09

## Military Status Report

Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/A
HOCKENBERRY	Dorothy L	Based on the information you have furnished, 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*

---

Mary M. Snavelly-Dixon, Director

Department of Defense - Manpower Data Center

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*Report ID:***BAPVWEARZOK**

**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**  
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**(215) 790-1010**

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

Clearfield County  
Court of Common Pleas

v.

Brian C. Ickes  
and  
Dorothy L. Hockenberry

Number 06-1741-CD

**CERTIFICATION**

The Undersigned attorney for Plaintiff, being duly sworn according to law,  
deposes and says that he/she 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 21st DAY  
OF DECEMBER, 2006.

  
NOTARY PUBLIC

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

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

BY: 

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**

**William A. Shaw  
Prothonotary**

November 21, 2006

To: Dorothy L. Hockenberry  
159 Berwind Street  
Irvona, PA 16656

**EXHIBIT B**

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

vs.

Brian C. Ickes  
and

Dorothy L. Hockenberry

Clearfield County  
Court of Common Pleas

Number 06-1741-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

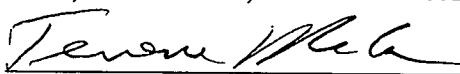
USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS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

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

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

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

**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**

TJM/rda

**This is an attempt to collect a debt. 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**

November 21, 2006

To: Brian C. Ickes  
79 Hill Street  
Irvona, PA 16656

**EXHIBIT B**

Beneficial Consumer Discount Company  
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vs.

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

**NOTIFICACION IMPORTANTE**

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

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

BY: 

Attorneys for Plaintiff

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

TJM/rda

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

**VERIFICATION**

The undersigned hereby certifies that he 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. 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**

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
MATTHEW B. WEISBERG\*  
BETH L. THOMAS  
FRANK DUBIN  
BRENDA L. BROGDON\*  
MONICA G. CHRISTIE^  
SEAN GARRETT\*+  
JULIE M. FIORELLO^

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

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

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

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

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

Of Counsel:  
M. SUSAN SHEPPARD\*

December 21, 2006

Prothonotary's Office  
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 C. Ickes and Dorothy L. Hockenberry  
Clearfield County; Court of Common Pleas; Number 06-1741-CD

Dear Sir or Madam:

Enclosed please find an original and four copies of Default Judgment relative to the above-captioned matter. Kindly file the original of record with the Court and return to my attention the remaining time-stamped copy in the stamped, self-addressed envelope which is provided.

Also find enclosed our check in the amount of \$20.00, which represents payment of your filing fee.

Thank you for your cooperation in this matter.

Very truly yours,



Angie Owens, Paralegal for  
McCabe, Weisberg & Conway, P.C.

Ao  
Enclosures

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

COPY

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2006-01741-CD

Real Debt: \$95,569.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brian C. Ickes  
Dorothy L. Hockenberry  
Defendant(s)

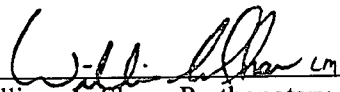
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 22, 2006

Expires: December 22, 2011

Certified from the record this December 22, 2006

  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

# Praeipie for Writ of Execution-MORTGAGE FORECLOSURE

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

Plaintiff

v.

Brian C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

## PRAECIPE FOR WRIT OF EXECUTION

**FILED**

To the Prothonotary:

Issue Writ of Execution in the above matter

JAN 10 2007

William A. Shaw  
Prothonotary/Clerk of Courts

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Brian C. Ickes and Dorothy L. Hockenberry defendants, and
3. Against \_\_\_\_\_  
Garnishee(s);
4. And index this writ
  - a) Against Brian C. Ickes and Dorothy L. Hockenberry 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)\*

79 HILL STREET AND BOX 76 BERWIND STREET, IRVONA, PA 16656

(Specifically described property)  
(If space insufficient, attach extra sheets)

5.	Amount Due	\$	92,184.94	
	Interest from 12/22/2007 to			
	DATE OF SALE	\$		
	plus \$15.22 per diem thereafter	\$		
				Plus Costs
	Total			

PROTHONOTARY COST \$145.00

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

06-1741-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 C. Ickes and Dorothy L. Hockenberry

**Praeceptum for Writ of Execution**

**Attorneys for Plaintiff  
McCABE, WEISBERG AND CONWAY, P.C.**

RECEIVED WRIT THIS      DAY

OF              A.D.

AT              M

\_\_\_\_\_  
Sheriff

**(MORTGAGE FORECLOSURE)**

EXECUTION DEBT	92,184.94
INTEREST	Interest from 12/22/2007 to DATE OF SALE plus \$15.22 per diem thereafter

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF



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

## LEGAL DESCRIPTIONS

ALL THOSE CERTAIN pieces or parcels of land, situate, lying and being in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a stake at the Southeasterly corner of Hill Street and Stone Street; THENCE along the Easterly line of Stone Street South Forty-three degrees Twenty-eight minutes West One Hundred Forty-seven feet to stake; THENCE South Seventy-eight degrees Fifty-seven minutes West Thirty-seven feet and Eight tenths of a foot to stake at corner of Lots Nos. 18 and 19 on the hereinafter mentioned plan of lots; THENCE South Forty-three degrees Twenty-eight minutes West Fifty-nine feet to stake; THENCE South Forty-six degrees Thirty-two minutes East Seventy-one feet to stake; THENCE North Forty-three degrees Twenty-eight minutes East Two Hundred Thirty-seven feet to stake in the Westerly line of Hill Street; THENCE along said line of Hill Street North Forty-six degrees Thirty-two minutes West Fifty-one feet to stake at said corner of Hill Street and Stone Street, the place of beginning, containing .312 Acres, and being known as Lot No. 20 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

THE SECOND THEREOF: BEGINNING at the corner of Hill Street and Stone Street and extending THENCE by the line of Stone Street North 46 degrees 15 minutes East, a distance of 30 feet to the line of an alley; THENCE by the line of said alley South 46 degrees 53 minutes East, a distance of 35 feet to the corner of a lot now or formerly of the Hiram Swank's Sons; THENCE by the line of said lot South 46 degrees 15 minutes West, a distance of 30 feet to Hill Street; THENCE by the line of Hill Street North 46 degrees 32 minutes West, a distance of 35 feet to the place of beginning. Said lot appears without number on the Swanktown Plan of Lots of Irvona Borough, which said Plan is recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania, in Miscellaneous Book No. 71, at Page 564.

PARCEL NOS. 11-H17-678-20 AND 11-H17-678-17

BEING KNOWN AS: 79 HILL STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: BRIAN C. ICKES

ALL THOSE TWO CERTAIN lots or pieces of ground, situate, lying and being in the Borough of Irvona, County of Clearfield and State of Pennsylvania bounded and described as follows:

BEGINNING at a point on Berwind Street at the division line between lots numbers one hundred ninety eight (198) and one hundred ninety nine (199) in the plan of Irvona Borough, and running THENCE along said division line one hundred fifty (150) feet to an alley; THENCE along said alley one hundred (100) feet to division line between lots numbers one hundred ninety six (196) and one hundred ninety seven (197); THENCE along said division line one hundred fifty (150) feet to Berwind Street; THENCE along Berwind Street one hundred (100) feet to place of beginning and being lots No. 197 and No. 198, in the plan of Irvona Borough.

CURRENTLY ASSESSED AS ASSESSMENT MAP NO. 011-0-H16-353-00134.

BEING KNOWN AS: 76 BERWIND STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: DOROTHY L. HOCKENBERRY

**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**

**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 C. Ickes and Dorothy L. Hockenberry

Defendants

**COURT OF COMMON PLEAS**

**CLEARFIELD COUNTY**

**Number 06-1741-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 C. Ickes  
79 Hill Street  
Irvona, PA 16656

Dorothy L. Hockenberry  
79 Hill Street  
Irvona, PA 16656

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 9<sup>th</sup> DAY  
OF JANUARY, 2007.

*Lana T. Watts*  
NOTARY PUBLIC

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

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

BY: *Terrence J. McCabe*

Attorneys for Plaintiff

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

**FILED**

**JAN 10 2007**

*William A. Shaw*  
Prothonotary/Clerk of Courts  
1 CENT 70562

**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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The Undersigned , attorney for Plaintiff in the above action, set forth as of the date the Praeipce for the Writ of Execution was filed the following information concerning the real properties located at: 79 Hill Street and Box 76 Berwind Street, Irvona, PA 16656, a copy of the descriptions of said properties are attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name

Address

Brian C. Ickes

79 Hill Street  
Irvona, PA 16656

Dorothy L. Hockenberry

79 Hill Street  
Irvona, PA 16656

**FILED** 

**JAN 10 2007**

*william a. shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

*1 copy to SHR*

2. Name and address of Defendants in the judgment:

Name	Address
Brian C. Ickes	79 Hill Street Irvona, PA 16656
Dorothy L. Hockenberry	79 Hill Street Irvona, PA 16656

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

Name	Address
Plaintiff Herein	

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

Name	Address
Plaintiff herein.	

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 East 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	Box 76 Berwind Street, Irvona, PA 16656
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 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Commonwealth of Pennsylvania 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.

January 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 DESCRIPTIONS

ALL THOSE CERTAIN pieces or parcels of land, situate, lying and being in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a stake at the Southeasterly corner of Hill Street and Stone Street; THENCE along the Easterly line of Stone Street South Forty-three degrees Twenty-eight minutes West One Hundred Forty-seven feet to stake; THENCE South Seventy-eight degrees Fifty-seven minutes West Thirty-seven feet and Eight tenths of a foot to stake at corner of Lots Nos. 18 and 19 on the hereinafter mentioned plan of lots; THENCE South Forty-three degrees Twenty-eight minutes West Fifty-nine feet to stake; THENCE South Forty-six degrees Thirty-two minutes East Seventy-one feet to stake; THENCE North Forty-three degrees Twenty-eight minutes East Two Hundred Thirty-seven feet to stake in the Westerly line of Hill Street; THENCE along said line of Hill Street North Forty-six degrees Thirty-two minutes West Fifty-one feet to stake at said corner of Hill Street and Stone Street, the place of beginning, containing .312 Acres, and being known as Lot No. 20 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

THE SECOND THEREOF: BEGINNING at the corner of Hill Street and Stone Street and extending THENCE by the line of Stone Street North 46 degrees 15 minutes East, a distance of 30 feet to the line of an alley; THENCE by the line of said alley South 46 degrees 53 minutes East, a distance of 35 feet to the corner of a lot now or formerly of the Hiram Swank's Sons; THENCE by the line of said lot South 46 degrees 15 minutes West, a distance of 30 feet to Hill Street; THENCE by the line of Hill Street North 46 degrees 32 minutes West, a distance of 35 feet to the place of beginning. Said lot appears without number on the Swanktown Plan of Lots of Irvona Borough, which said Plan is recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania, in Miscellaneous Book No. 71, at Page 564.

PARCEL NOS. 11-H17-678-20 AND 11-H17-678-17

BEING KNOWN AS: 79 HILL STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: BRIAN C. ICKES

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CURRENTLY ASSESSED AS ASSESSMENT MAP NO. 011-0-H16-353-00134.

BEING KNOWN AS: 76 BERWIND STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: DOROTHY L. HOCKENBERRY

**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.: 2006-01741-CD

Brian C. Ickes, and Dorothy L. Hockenberry,

**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 C. ICKES, DOROTHY L. HOCKENBERRY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
79 Hill Street and Box 76 Berwind Street, Irvona, PA 16656 ( See Attached Legal Descriptions)
- (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: \$92,184.94  
INTEREST: \$from 12/22/2007 to date of sale, plus  
\$15.22 per diem thereafter  
ATTY'S COMM: \$  
DATE: 1/10/2007

PROTHONOTARY'S COSTS PAID: \$145.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff

## LEGAL DESCRIPTIONS

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PARCEL NOS. 11-H17-678-20 AND 11-H17-678-17

BEING KNOWN AS: 79 HILL STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: BRIAN C. ICKES

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CURRENTLY ASSESSED AS ASSESSMENT MAP NO. 011-0-H16-353-00134.

BEING KNOWN AS: 76 BERWIND STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: DOROTHY L. HOCKENBERRY

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

FILED NO CC  
m 11 2007  
FEB 20 2007  
SM

William A. Shaw  
Prothonotary/Clerk of Courts

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

Plaintiff

v.

Brian C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

### AFFIDAVIT OF SERVICE

The Undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 13<sup>th</sup> day of February, 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 13<sup>th</sup> DAY

OF FEBRUARY, 2007.

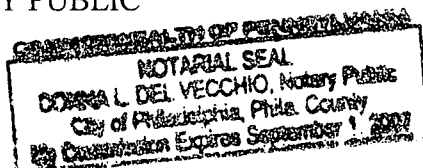
McCABE, WEISBERG, AND CONWAY, P.C.

BY: Terrence J. McCabe

Attorneys for Plaintiff

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

[Signature]  
NOTARY PUBLIC



**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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-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 properties located at: 79 Hill Street and Box 76 Berwind Street, Irvona, PA 16656, a copy of the descriptions of said properties are attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Brian C. Ickes	79 Hill Street Irvona, PA 16656
Dorothy L. Hockenberry	79 Hill Street Irvona, PA 16656

**EXHIBIT A**

2. Name and address of Defendants in the judgment:

Name	Address
Brian C. Ickes	79 Hill Street Irvona, PA 16656
Dorothy L. Hockenberry	79 Hill Street Irvona, PA 16656

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

Name	Address
Plaintiff Herein	

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

Name	Address
Plaintiff herein.	

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 East 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
------	---------

**EXHIBIT A**

Tenant/Occupants	Box 76 Berwind Street, Irvona, PA 16656
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 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Commonwealth of Pennsylvania 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 13, 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**

**FRANK DUBIN, ESQUIRE - ID # 19280**

**BONNIE DAHL, ESQUIRE - ID # 79294**

**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**

**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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

DATE: February 13, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Brian C. Ickes and Dorothy L. Hockenberry

PROPERTY: 79 Hill Street and 76 Berwind Street, Irvona, PA 16656

IMPROVEMENTS: Residential Dwelling

The above-captioned properties **are scheduled to be sold at the Sheriff's Sale on Friday, April 13, 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**

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
ATTN: Jolande Holmes- 29840

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

Line	Article Number	Address: Name, Street and PO Address	Postage										
1	Beneficial v. Ickes	Clearfield County Tax Claim Bureau 230 East Market Street Suite 121 Clearfield, PA 16830											
2		Tenant/Occupants Box 76 Berwind Street, Irvona, PA 16656											
3		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105											
4		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130											
5		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128											
6		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486											
7		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830											
8		United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219											

Affix Stamp Here

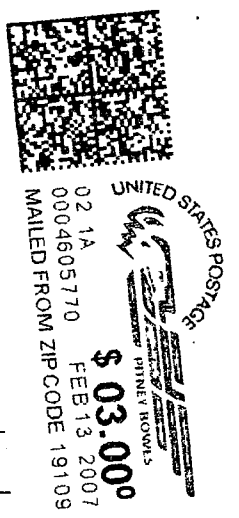


EXHIBIT B



**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 GAIR, 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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

**FILED** *MD CC*  
M 112:47/01  
FEB 28 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

The Undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 23<sup>rd</sup> day of February, 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 23<sup>rd</sup> DAY

OF FEBRUARY, 2007.

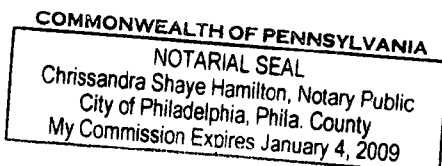
*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

**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 GAIR, ESQUIRE**



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

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
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**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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

I, Undersigned, attorney for Plaintiff in the above action, set forth as of the date the Praeipce for the Writ of Execution was filed the following information concerning the real property located at: 79 Hill Street, Irvona, PA 16656, 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 C. Ickes	79 Hill Street Irvona, PA 16656
Dorothy L. Hockenberry	79 Hill Street Irvona, PA 16656

2. Name and address of Defendant in the judgment:

Name	Address
Brian C. Ickes	79 Hill Street Irvington, PA 16656
Dorothy L. Hockenberry	79 Hill Street Irvington, PA 16656

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

Name	Address
Plaintiff Herein	

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

Name	Address
Plaintiff herein.	

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 East 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
<b>Tenants</b>	<b>79 Hill Street, Irvona, PA 16656</b>
Tenant/Occupants	Box 76 Berwind Street, Irvona, PA 16656
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 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Commonwealth of Pennsylvania 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 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**

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

BONNIE DAHL, ESQUIRE - ID # 79294

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

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 C. Ickes and Dorothy L. Hockenberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1741-CD

DATE: February 23, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Brian C. Ickes and Dorothy L. Hockenberry

PROPERTY: 79 Hill Street and 76 Berwind Street, Irvona, PA 16656

IMPROVEMENTS: Residential Dwelling

The above-captioned properties are scheduled to be sold at the Sheriff's Sale on **Friday, April 13, 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.

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
ATTN: Jolande Holmes- 29840

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

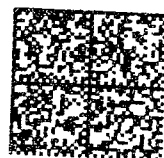
Affix Sticker  
(If required, affix  
certificates of  
insurance or for additional  
copies of this  
Postmark  
Date of Re

Address: Name, Street and PO Address

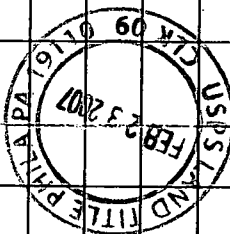
Tenants  
79 Hill Street,  
Irvona, PA 16656

Postage

Fee



UNITED STATES POSTAGE  
02 1A  
0004605770  
MAILED FROM ZIP CODE 19109  
\$00.950  
FEB 23 2007  
PRIME BOWLS



Line	Article Number	Postage	Fee
1	Beneficial v. Ickes		
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	
1		<p>The full declaration of value is required on all domestic and international registered mail. The maximum liability for loss or damage to contents is \$500 per piece subject to additional charges for excess value. Insurance is available for up to \$5,000 in excess of the \$500 limit. Special handling charges apply only to Standard Mail (SM) and Signature Mail (SM). See International Mail Manual for limitations of coverage.</p>	

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20499

NO: 06-1741-CD

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

vs.

DEFENDANT: BRIAN C. ICKES AND DOROTHY L. HOCKENBERRY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/10/2007

LEVY TAKEN 02/01/2007 @ 10:25 AM

POSTED 02/01/2007 @ 10:25 AM

SALE HELD 04/13/2007

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/24/2005

DATE DEED FILED 05/24/2007

PROPERTY ADDRESS 79 HILL STREET AND 159 BERWIND STREET IRVONA , PA 16656

SERVICES

02/01/2007 @ 10:30 AM SERVED BRIAN C. ICKES

SERVED BRIAN C. ICKES, DEFENDANT, AT HIS RESIDENCE 79 HILL STREET, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN C. ICKES

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.

02/01/2007 @ 10:30 PM SERVED DOROTHY L. HOCKENBERRY

SERVED DOROTHY L. HOCKENBERRY, DEFENDANT, AT HER RESIDENCE 79 HILL STREET, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOROTHY L. HOCKENBERRY

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.

FILED  
03:18 PM  
MAY 24 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20499

NO: 06-1741-CD

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

vs.

DEFENDANT: BRIAN C. ICKES AND DOROTHY L. HOCKENBERRY

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$298.06

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

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.: 2006-01741-CD

Brian C. Ickes, and Dorothy L. Hockenberry,

**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 C. ICKES, DOROTHY L. HOCKENBERRY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
79 Hill Street and Box 76 Berwind Street, Irvona, PA 16656 ( See Attached Legal Descriptions).
- (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: \$92,184.94  
INTEREST: \$from 12/22/2007 to date of sale, plus  
\$15.22 per diem thereafter  
ATTY'S COMM: \$  
DATE: 1/10/2007

PROTHONOTARY'S COSTS PAID: \$145.00  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 10<sup>th</sup> day  
of January A.D. 2007  
At 2:45 A.M./P.M.

Charles A. Hockenberry  
Sheriff By Cynthia Butler-Dehnbach

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

## LEGAL DESCRIPTIONS

ALL THOSE CERTAIN pieces or parcels of land, situate, lying and being in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a stake at the Southeasterly corner of Hill Street and Stone Street; THENCE along the Easterly line of Stone Street South Forty-three degrees Twenty-eight minutes West One Hundred Forty-seven feet to stake; THENCE South Seventy-eight degrees Fifty-seven minutes West Thirty-seven feet and Eight tenths of a foot to stake at corner of Lots Nos. 18 and 19 on the hereinafter mentioned plan of lots; THENCE South Forty-three degrees Twenty-eight minutes West Fifty-nine feet to stake; THENCE South Forty-six degrees Thirty-two minutes East Seventy-one feet to stake; THENCE North Forty-three degrees Twenty-eight minutes East Two Hundred Thirty-seven feet to stake in the Westerly line of Hill Street; THENCE along said line of Hill Street North Forty-six degrees Thirty-two minutes West Fifty-one feet to stake at said corner of Hill Street and Stone Street, the place of beginning, containing .312 Acres, and being known as Lot No. 20 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

THE SECOND THEREOF: BEGINNING at the corner of Hill Street and Stone Street and extending THENCE by the line of Stone Street North 46 degrees 15 minutes East, a distance of 30 feet to the line of an alley; THENCE by the line of said alley South 46 degrees 53 minutes East, a distance of 35 feet to the corner of a lot now or formerly of the Hiram Swank's Sons; THENCE by the line of said lot South 46 degrees 15 minutes West, a distance of 30 feet to Hill Street; THENCE by the line of Hill Street North 46 degrees 32 minutes West, a distance of 35 feet to the place of beginning. Said lot appears without number on the Swanktown Plan of Lots of Irvona Borough, which said Plan is recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania, in Miscellaneous Book No. 71, at Page 564.

PARCEL NOS. 11-H17-678-20 AND 11-H17-678-17

BEING KNOWN AS: 79 HILL STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: BRIAN C. ICKES

ALL THOSE TWO CERTAIN lots or pieces of ground, situate, lying and being in the Borough of Irvona, County of Clearfield and State of Pennsylvania bounded and described as follows:

BEGINNING at a point on Berwind Street at the division line between lots numbers one hundred ninety eight (198) and one hundred ninety nine (199) in the plan of Irvona Borough, and running THENCE along said division line one hundred fifty (150) feet to an alley; THENCE along said alley one hundred (100) feet to division line between lots numbers one hundred ninety six (196) and one hundred ninety seven (197); THENCE along said division line one hundred fifty (150) feet to Berwind Street; THENCE along Berwind Street one hundred (100) feet to place of beginning and being lots No. 197 and No. 198, in the plan of Irvona Borough.

CURRENTLY ASSESSED AS ASSESSMENT MAP NO. 011-0-H16-353-00134.

BEING KNOWN AS: 76 BERWIND STREET, IRVONA, PA 16656

TITLE VESTED IN THE NAME OF: DOROTHY L. HOCKENBERRY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BRIAN C. ICKES

NO. 06-1741-CD

NOW, May 24, 2007, 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 April 13, 2007, I exposed the within described real estate of Brian C. Ickes And Dorothy L. Hockenberry to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	26.19
LEVY	15.00
MILEAGE	26.19
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	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	30.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$298.06</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	92,184.94
INTEREST @ 15.2200 %	1,704.64
FROM 12/22/2006 TO 04/13/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$93,929.58</b>

**COSTS:**

ADVERTISING	592.90
TAXES - COLLECTOR	668.58
TAXES - TAX CLAIM	4,837.45
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	298.06
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	329.39
<b>TOTAL COSTS</b>	<b>\$7,227.38</b>

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

CHESTER A. HAWKINS, Sheriff