



**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  
961 Weigel Drive  
Elmhurst, IL 60126  
v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Clearfield County  
Court of Common Pleas

Number

**2007-154-CD**

**FILED** pd 85.00  
4CC SHFF  
ICC ATT  
JAN 31 2007  
\$

William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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

**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  
961 Weigel Drive  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is James G. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 105 Derrick Road, Bradford, PA 16701.

3. The Defendant is Jenifer S. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 105 Derrick Road, Bradford, PA 16701.

4. On 08/02/2004, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200412667.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 5376 Chestnut Grove Highway, Grampian, PA 16838.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/30/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 54,623.12
Interest through 12/21/2006 (Plus \$ 13.44 per diem thereafter)	\$ 3,047.48
Attorney's Fee	\$ 2,731.16
Corporate Advance	\$ 102.46
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 60,704.22

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 \$60,704.22, together with interest at the rate of \$13.44 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, \_\_\_\_\_, 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 based on the information from the Plaintiff, who is not available to sign this, 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**

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 2ND of AUGUST 2004, between the Mortgagor, JAMES G. SPENCER AND JENIFER S. SPENCER, H/W T/B/E NOT T/I/C

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 57,121.89, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 2, 2004 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 AUGUST 2, 2024;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BLOOM IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/23/2002 AND RECORDED 06/11/2002, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200209243 AND PAGE. TAX MAP OR PARCEL ID NO. : 4094716

10-20-03 MTG

PA0012E1



\*S4670268CR98MTG9000PA0012E10\*\*SPENCER

\* 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.



**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.



**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.

(THIS SPACE INTENTIONALLY LEFT BLANK)



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.

James G. Spencer  
JAMES G. SPENCER -Borrower

Jenifer S. Spencer  
JENIFER S. SPENCER -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
90 BEAVER DR, SUITE 114 C, DUBOIS, PA 15801

On behalf of the Lender. By: JON BENEDICT JB Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that JAMES G. SPENCER AND JENIFER S. SPENCER

personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

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

Given under my hand and official seal, this 2ND day of AUGUST, 2004.

My Commission expires: 3/28/05

Jill L. Pritt  
Notary Public

Notarial Seal  
Jill L. Pritt, Notary Public  
Fox Twp., Elk County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_

personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public  
This instrument was prepared by:  
ION BENEDICT  
\_\_\_\_\_  
90 BEAVER DR, <sup>(Name)</sup>DUBOIS, PA 15801  
<sub>(Address)</sub> PA0012E7



\*S4670268CR98MTG9000PA0012E70\*\*SPENCER

\* ORIGINAL

-8-

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



\*S4670268CR98MTG9000PA0012E80\*\*SPENCER

\* ORIGINAL

# CLEARFIELD COUNTY RECORDER OF DEEDS

04 AUG 11 AM 9:29

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

BENEFICIAL CONS DISC CO

Instrument Number - 200412667

Recorded On 8/4/2004 At 10:51:42 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 115364

\* Mortgagor - SPENCER, JAMES G

\* Mortgagee - BENEFICIAL CONS DISC CO

\* Customer - BENEFICIAL CONS DISC CO

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$21.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$36.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 4 Services

Sheriff Docket # **102396**

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

Case # **07-154-CD**

vs.

**JAMES G. SPENCER and JENIFER S. SPENCER**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW April 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES G. SPENCER, DEFENDANT. 5376 CHESTNUT GROVE HWY., GRAMPIAN "VACANT".

SERVED BY: /

**FILED**  
9/3:00pm  
APR 12 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 4 Services

Sheriff Docket # **102396**

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

Case # 07-154-CD

vs.

**JAMES G. SPENCER and JENIFER S. SPENCER**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW April 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JENIFER S. SPENCER, DEFENDANT. 5376 CHESTNUT GROVE HWY., GRAMPIAN "VACANT"..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102396  
NO: 07-154-CD  
SERVICE # 3 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA  
vs.  
DEFENDANT: JAMES G. SPENCER and JENIFER S. SPENCER

**SHERIFF RETURN**

---

NOW, February 01, 2001, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES G. SPENCER.

NOW, February 24, 2007 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES G. SPENCER, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102396  
NO: 07-154-CD  
SERVICE # 4 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA  
vs.  
DEFENDANT: JAMES G. SPENCER and JENIFER S. SPENCER

SHERIFF RETURN

---

NOW, February 01, 2007, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENIFER S. SPENCER.

NOW, February 24, 2007 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENIFER S. SPENCER, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102396  
NO: 07-154-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

vs.

DEFENDANT: JAMES G. SPENCER and JENIFER S. SPENCER

SHERIFF RETURN

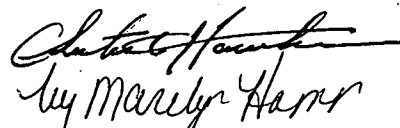
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	90708	40.00
SHERIFF HAWKINS	MCCABE	90708	42.64
MCKEAN CO.	MCCABE	90709	50.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

CASE NO: 2007-10017 T


COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEANBENEFICIAL CONSUMER DIS. CO.

VS

JAMES AND JENNIFER SPENCER

DAVID ENGMAN, Deputy Sheriff of MCKEAN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT IN MORTGAGE was served upon  
SPENCER, JAMES G. the  
DEFENDANT, at 0009:30 Hour, on the 24th day of February, 2007  
at 17 ROCHESTER STREET  
BRADFORD, PA 16701 by handing to  
JENNIFER SPENCER, WIFE  
a true and attested copy of COMPLAINT IN MORTGAGE together with  
  
and at the same time directing Her attention to the contents thereof.

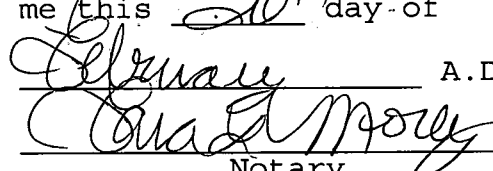
Sheriff's Costs:  
Total...\$ 50.00

So Answers: 

DAVID ENGMAN  
Deputy Sheriff

Paid Date...02/26/2007  
Paid By.....ATTORNEY

Sworn and Subscribed to before

me this 26th day ofFebruary A.D. 2007  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010

CASE NO: 2007-10017 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

BENEFICIAL CONSUMER DIS. CO.

VS

JAMES AND JENNIFER SPENCER

DAVID ENGMAN , Deputy Sheriff of MCKEAN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT IN MORTGAGE was served upon  
SPENCER, JENNIFER S. the  
DEFENDANT , at 0009:30 Hour, on the 24th day of February , 2007  
at 17 ROCHESTER STREET  
BRADFORD, PA 16701 by handing to  
HER PERSONALLY

a true and attested copy of COMPLAINT IN MORTGAGE together with

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

Sheriff's Costs:  
Total...\$ .00

So Answers:

DAVID ENGMAN  
Deputy Sheriff

Paid Date...00/00/0000  
Paid By.....

Sworn and Subscribed to before

me this 20th day of

February A.D. 2007

Tara L. Morey  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010

RECEIPT FOR PAYMENT  
=====

MCKEAN COUNTY PENNSYLVANIA  
P.O. Box 395  
MARVIN STREET EXT.

Receipt Date 02/26/2007  
Receipt Time 11:20:35  
Receipt No. 106192

BENEFICIAL CONSUMER DIS. CO. (VS) JAMES AND JENNIFER SPENCER

Case Number 2007-10017 T  
Service Info 001 First Service  
Remarks

2/26/2007 Open

Total Check... + 50.00  
Total Cash.... + .00  
Cash Out..... - .00

Number .. 90709

Receipt total. = 50.00

----- Distribution Of Payment -----

Transaction Description Payment Amount

CIVIL-D.E.R. 9.00  
CIVIL-SERVICE 9.00  
COPIES AND POSTAGE 2.00  
NOTARY 10.00  
MILEAGE 20.00

---

50.00

MCKEAN COUNTY GENERAL FUND  
MCKEAN COUNTY GENERAL FUND  
MCKEAN COUNTY GENERAL FUND  
MOREY TARA  
MCKEAN COUNTY GENERAL FUND

**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.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Clearfield County  
Court of Common Pleas

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

**JAN 31 2007**

Number

**2007-154-C**

**Attest.**

*William D. Shaw*  
**Prothonotary/  
Clerk of Courts**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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



**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  
961 Weigel Drive  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is James G. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 105 Derrick Road, Bradford, PA 16701.

3. The Defendant is Jenifer S. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 105 Derrick Road, Bradford, PA 16701.

4. On 08/02/2004, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200412667.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 5376 Chestnut Grove Highway, Grampian, PA 16838.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/30/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 54,623.12
Interest through 12/21/2006 (Plus \$ 13.44 per diem thereafter)	\$ 3,047.48
Attorney's Fee	\$ 2,731.16
Corporate Advance	\$ 102.46
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 60,704.22

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 \$60,704.22, together with interest at the rate of \$13.44 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, \_\_\_\_\_, 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 based on the information from the Plaintiff, who is not available to sign this, 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**

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 2ND of AUGUST 2004, between the Mortgagor, JAMES G. SPENCER AND JENIFER S. SPENCER, H/W T/B/E NOT T/I/C

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 57,121.89, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 2, 2004 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 AUGUST 2, 2024;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BLOOM IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/23/2002 AND RECORDED 06/11/2002, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200209243 AND PAGE. TAX MAP OR PARCEL ID NO. : 4094716

10-20-03 MT6

PA0012E1



\*S4670268CR98MTG9000PA0012E1D\*\*SPENCER

\* ORIGINAL

# Exhibit A

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

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

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

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

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

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

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

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



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.

10-20-03 MTG

PA0012E3



\*S4570268CR98MTG9000PA00 12E30\*\*SPENCER

\* 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.





**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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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.

JAMES G. SPENCER

-Borrower

JENIFER S. SPENCER

-Borrower

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

90 BEAVER DR, SUITE 114 C, DUBOIS, PA 15801

On behalf of the Lender. By: JON BENEDICT Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that JAMES G. SPENCER AND JENIFER S. SPENCER

personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

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

Given under my hand and official seal, this 2ND day of AUGUST, 2004.

My Commission expires: 3/28/05

Jill L. Pritt  
Notary Public

Member, Pennsylvania Association of Notaries

Notarial Seal  
Jill L. Pritt, Notary Public  
Fox Twp, Elk County  
My Commission Expires Mar. 28, 2005

COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_

personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

Notary Public  
This instrument was prepared by:

ION BENEDICT

(Name)  
90 BEAVER DR, DUBOIS, PA 15801  
(Address) PA0012E7



\*54670268CR98MTG9000PA0012E70\*\*SPENCER

\* ORIGINAL

-8-

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



\*S4670268CR98MTG9000PA0012E80\*\*SPENCER

\* ORIGINAL

# CLEARFIELD COUNTY RECORDER OF DEEDS

04 AUG 11 AM 9:29

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

BENEFICIAL CONS DISC CO

Instrument Number - 200412667

Recorded On 8/4/2004 At 10:51:42 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 115364

\* Mortgagor - SPENCER, JAMES G

\* Mortgagee - BENEFICIAL CONS DISC CO

\* Customer - BENEFICIAL CONS DISC CO

**\* FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$21.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$36.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**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  
961 Weigel Drive  
Elmhurst, IL 60126

v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Clearfield County  
Court of Common Pleas

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

**JAN 31 2007**

Number

**2007-154-CD**

**Attest.**

*W. A. R.*  
**Prothonotary/  
Clerk of Courts**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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

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

**BY: TERRENCE J. McCABE, ESQUIRE - 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  
961 Weigel Drive  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is James G. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 105 Derrick Road, Bradford, PA 16701.

3. The Defendant is Jenifer S. Spencer, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 105 Derrick Road, Bradford, PA 16701.

4. On 08/02/2004, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200412667.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 5376 Chestnut Grove Highway, Grampian, PA 16838.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/30/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 54,623.12
Interest through 12/21/2006	\$ 3,047.48
(Plus \$ 13.44 per diem thereafter)	.
Attorney's Fee	\$ 2,731.16
Corporate Advance	\$ 102.46
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 60,704.22

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 \$60,704.22, together with interest at the rate of \$13.44 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, \_\_\_\_\_, 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 based on the information from the Plaintiff, who is not available to sign this, 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**

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 2ND of AUGUST 2004, between the Mortgagor, JAMES G. SPENCER AND JENIFER S. SPENCER, H/W T/B/E NOT T/I/C

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

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 57,121.89, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 2, 2004 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 AUGUST 2, 2024;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BLOOM IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/23/2002 AND RECORDED 06/11/2002, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200209243 AND PAGE. TAX MAP OR PARCEL ID NO. : 4094716

10-26-03 MTG

PA0012E1



\*S4670268CR98MTG9000PA0012E1D\*\*SPENCER

\* 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.

PA0012E3

10-20-03 MTG



\*S4670268CR98MTG9000PA0012E30\*\*SPENCER

\* 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.



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.

(THIS SPACE INTENTIONALLY LEFT BLANK)





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.

James G. Spencer  
JAMES G. SPENCER -Borrower

Jenifer S. Spencer  
JENIFER S. SPENCER -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
90 BEAVER DR, SUITE 114 C, DUBOIS, PA 15801

On behalf of the Lender. By: JON BENEDICT JB Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that JAMES G. SPENCER AND JENIFER S. SPENCER

personally known to me or proven satisfactorily to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

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

Given under my hand and official seal, this 2ND day of AUGUST, 2004.

My Commission expires: 3/28/05

Jill L. Pritt  
Notary Public

Notarial Seal  
Jill L. Pritt, Notary Public  
Fox Twp, Elk County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_

personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that

he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public  
This instrument was prepared by:

JON BENEDICT  
(Name)  
90 BEAVER DR, DUBOIS, PA 15801  
(Address) PA0012E7



\*S4670268CR9BMTG9000PA0012E70\*\*SPENCER

\* ORIGINAL

-8-

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



\*S4670268CR98MTG9000PA0012E80\*\*SPENCER

\* ORIGINAL

# CLEARFIELD COUNTY RECORDER OF DEEDS

04 AUG 11 AM 9:29

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

BENEFICIAL CONS DISC CO

Instrument Number - 200412667

Recorded On 8/4/2004 At 10:51:42 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 115364

\* Mortgagor - SPENCER, JAMES G

\* Mortgagee - BENEFICIAL CONS DISC CO

\* Customer - BENEFICIAL CONS DISC CO

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$21.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$36.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

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.

JAMES G. SPENCER  
JENIFER S. SPENCER  
Defendants

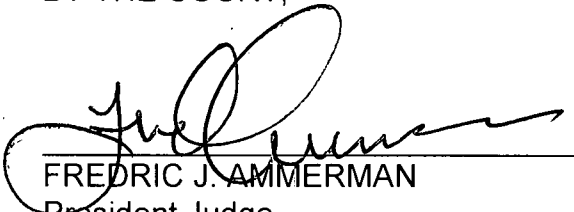
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 07-154-CD

**ORDER**

NOW, this 11<sup>th</sup> day of April, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion for Default Judgment and Assessment of Damages, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 9:30 a.m. on Friday, April 13, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

APR 11 2007

0/2:45/um  
William A. Shaw  
Prothonotary/Clerk of Courts

CERT TO MCCABE  
+

SHERIFF

4/10 3:00 P.M.

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

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

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

**MARGARET GAIR, ESQUIRE - ID # 34419**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Attorneys for Plaintiff**

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

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701  
and  
Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Clearfield County  
Court of Common Pleas

Number 2007-154-CD

**ORDER**

And now this                      day of                      2007, 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 - ID # 16496**

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

**MARGARET GAIRO, ESQUIRE - ID # 34419**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Attorneys for Plaintiff**

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

961 Weigel Drive  
Elmhurst, IL 60126

v.

James G. Spencer  
105 Derrick Road  
Bradford, PA 16701

and

Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

Clearfield County  
Court of Common Pleas

Number 2007-154-CD

**FILED**

**APR 10 2007**

*W. A. Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

*3 cert to App*

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

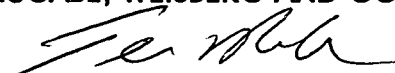
- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant s James G. Spencer and Jenifer S. Spencer on February 24, 2007, by personally handling the Complaint to both the defendants.
- 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.
- 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 Praeceptum to Default Judgment, Writ of Execution and all other subsequent filings.

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

**BY:**



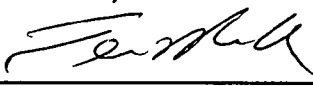
---

**TERRENCE J. MCCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIR, ESQUIRE - ID # 34419**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**Attorneys for Plaintiff**

**VERIFICATION**

The Undersigned certifies to the best of his/her knowledge information and belief that the Sheriff of Clearfield County served the defendants in the above-captioned matter on the February 24, 2007.

April 9, 2007  
**Date**

**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**  
**Attorneys for Plaintiff**



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

**William A. Shaw  
Prothonotary**

To: James G. Spencer  
105 Derrick Road  
Bradford, PA 16701

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

v.


James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

2007  
Number ~~207~~-154-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  
4-17-07

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

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

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

**William A. Shaw  
Prothonotary**

To: Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

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

v.

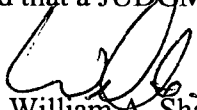
James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

<sup>2007</sup>  
Number 207-154-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

4-12-07

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

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

**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.

James G. Spencer  
and  
Jenifer S. Spencer

2007  
Number 207-154-CD

**FILED**

APR 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

CERT COPY W/  
NOTICE TO

JAMES G.  
JENIFER S.  
SPENCER

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

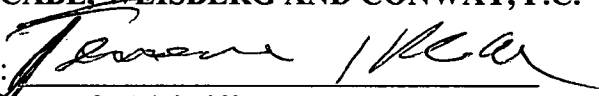
TO THE PROTHONOTARY:

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	\$ 60,704.22
Interest from 12/22/2006 - 03/30/2007	\$ 1,330.55

TOTAL	\$ 62,034.77
-------	--------------

**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 17 day of April, 2007, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendants, James G. Spencer, and Jenifer S. Spencer, and damages are assessed in the amount of \$62,034.77, 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

v.

James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

Number 207-154-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, James G. Spencer, is over eighteen (18) years of age and resides at 105 Derrick Road, Bradford, PA 16701; and that the Defendant, Jenifer S. Spencer, is over eighteen (18) years of age and resides at 105 Derrick Road, Bradford, PA, 16701. A copy of the requested Military report is attached as Exhibit "A".

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30th DAY  
OF MARCH, 2007.

  
NOTARY PUBLIC

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

BY: 

Attorneys for Plaintiff

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

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

Department of Defense Manpower Data Center

MAR-27-2007 13:05:27



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

**Exhibit A**

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

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

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

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

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

Department of Defense Manpower Data Center

MAR 19 2007 08:40:03



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

**Exhibit A**

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SPENCER	James G	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. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

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

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

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

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

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

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

**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.

James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

Number 207-154-CD

**CERTIFICATION**

The Undersigned attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against them within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "B".

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30th DAY  
OF MARCH, 2007.

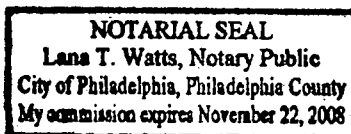
  
NOTARY PUBLIC

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

BY: 

Attorneys for Plaintiff

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



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

**William A. Shaw  
Prothonotary**

March 19, 2007

To: Jenifer S. Spencer  
105 Derrick Road  
Bradford, PA 16701

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

vs.

James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

Number 207-154-CD

**EXHIBIT B**

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

**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**

March 19, 2007

**EXHIBIT B**

To: James G. Spencer  
105 Derrick Road  
Bradford, PA 16701

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

vs.

James G. Spencer  
and  
Jenifer S. Spencer

Clearfield County  
Court of Common Pleas

Number 207-154-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

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

**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**

# Praeipie for Writ of Execution-MORTGAGE FORECLOSURE

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

v.

James G. Spencer and Jenifer S. Spencer  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-154-CD

## PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter

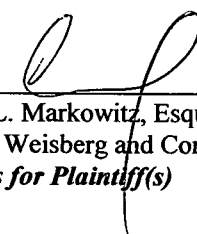
1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against James G. Spencer and Jenifer S. Spencer defendants, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a) Against James G. Spencer and Jenifer S. Spencer defendants
  - b) Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendants ~~in the name of~~ Garnishee(s) as follows:  
(Specifically described property)\* All real property and improvements at:  
**5376 CHESTNUT GROVE HIGHWAY, BLOOM TOWNSHIP, GRAMPIAN, PA 16838**  
**Improvements: residential dwelling**

(Specifically described property)

(If space insufficient, attach extra sheets)

5.	Amount Due	\$	62,034.77	
	Interest from 04/18/2007 to			
	DATE OF SALE	\$		
	@ \$10.20 per diem			
	COSTS	\$	125.00	Prothonotary costs
	TOTAL	\$		Plus Costs

  
\_\_\_\_\_  
Andrew L. Markowitz, Esquire  
McCabe, Weisberg and Conway, P.C.  
Attorneys for Plaintiff(s)

Prothy. N. 63

**FILED** <sup>(62)</sup>  
MAY 31 2007  
Att'y pd. 20.00  
1000 Lowitz  
w/prop desc.  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

NO. 2007-154-CD 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.

James G. Spencer and Jenifer S. Spencer

**Praecipe for Writ of Execution**

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

By: \_\_\_\_\_

TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIR, 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

RECEIVED WRIT THIS      DAY

OF              A.D.

AT              M

\_\_\_\_\_  
Sheriff

(MORTGAGE FORECLOSURE)

Prothonotary costs

EXECUTION DEBT

62,034.77

INTEREST

Interest from 04/18/2007 to  
DATE OF SALE  
@ \$10.20 per diem

PROTHONOTARY

125.00

Prothonotary costs

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

## LEGAL DESCRIPTION

ALL THOSE CERTAIN tracts or parcels of land, together with improvements located thereon, lying and being in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at a post on the North side of Lakes-to-Sea Highway and land formerly of Hulda Korb, now or formerly of John Morgan; THENCE by land now or formerly of John Morgan in a Northerly direction Two Hundred Fifty (250) feet to land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with the Lakes-to-Sea Highway, in a Westerly direction, a distance of One Hundred Seventy (170) feet to other land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with land now or formerly of John Morgan in a Southerly direction a distance of Two Hundred Fifty (250) feet to the Lakes-to-Sea Highway; THENCE along the Lakes-to-Sea Highway in an Easterly direction a distance of One Hundred Seventy (170) feet to land formerly of Hulda Korb and now or formerly of John Morgan and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on the North side of Highway once known as the Cream Hill Turnpike, later the Lakes to Sea Highway, now known as U. S. Route No. 219, being the Southeastern corner now or formerly of Ernest DuFour; THENCE by lot formerly of Christina Spencer, now or formerly of Ernest DuFour in a Northerly direction Thirty-five (35) perches to a post; THENCE by land formerly of George E. and Jackson Leech, now or formerly of Harbison-Walker Refractories Company, East 16 perches to a post at line of land now or formerly of John Morgan; THENCE South by the line now or formerly of Morgan, Twenty (20) perches, more or less, to an iron pipe at the Northeastern corner of lot formerly sold to Albert and Sylva Olmstead, now or formerly owned by George W. Wilson; THENCE by a line in a Westerly direction by the North line of the lot now or formerly owned by George W. Wilson, One Hundred Seventy (170) feet to a point marked by an iron pipe in the Northwest corner of the lot now or formerly owned by Wilson; THENCE by line now or formerly of George Wilson in a Southerly direction Two Hundred Fifty (250) feet, more or less, to U. S. Highway Route No. 219; THENCE by U. S. Highway Route 219 in a Westerly direction to line now or formerly of DuFour and the place of BEGINNING.

HAVING ERECTED THEREON a residential dwelling.

BEING KNOWN AS 5376 Chestnut Grove Highway, Grampian, PA 16838.

BEING TAX PARCEL NO. 104-E8-54 and 1040-E08-000-00054-94716.

BEING THE SAME PREMISES which Deposit Bank, a division of First Commonwealth Bank, by Deed dated May 23, 2002 and recorded June 11, 2002 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200209243, granted and conveyed unto James G. Spencer and Jenifer S. Spencer, husband and wife, as tenants by the entireties and not as tenants in common.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

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

**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**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Attorneys for Plaintiff**

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

v.

James G. Spencer and Jenifer S. Spencer  
Defendants

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Number 2007-154-CD**

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 5376 Chestnut Grove Highway, Bloom Township, Grampian, PA 16838, a copy of the description of said property is attached hereto and marked Exhibit "A".

**1. Name and address of Owners or Reputed Owners:**

Name	Address
James G. Spencer	105 Derrick Road Bradford, PA 16701
Jenifer S. Spencer	105 Derrick Road Bradford, PA 16701

**2. Name and address of Defendants in the judgment:**

Name	Address
James G. Spencer	105 Derrick Road Bradford, PA 16701
Jenifer S. Spencer	105 Derrick Road Bradford, PA 16701

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

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

None other.

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

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

Deposit Bank, a Division of First Commonwealth Bank	601 Philadelphia Street Indiana, PA 15701
--	--

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

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

None.

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

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

None.

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	5376 Chestnut Grove Highway Grampian, PA 16838
------------------	---

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

Rick Redden - Director  
Clearfield County Domestic  
Relations Office

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

Internal Revenue Service

Commonwealth of Pennsylvania,  
Dept. of Revenue, Bureau of  
Compliance, Clearance Support

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

Clearfield County Courthouse 230 East  
Market Street  
Clearfield, PA 16830

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

Federated Investors Tower  
13<sup>th</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222

Dept. 281230  
Harrisburg, PA 17128,  
ATTN: Sheriff 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.

DATE: May 30, 2007

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

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**BONNIE DAHL, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**

## LEGAL DESCRIPTION

ALL THOSE CERTAIN tracts or parcels of land, together with improvements located thereon, lying and being in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at a post on the North side of Lakes-to-Sea Highway and land formerly of Hulda Korb, now or formerly of John Morgan; THENCE by land now or formerly of John Morgan in a Northerly direction Two Hundred Fifty (250) feet to land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with the Lakes-to-Sea Highway, in a Westerly direction, a distance of One Hundred Seventy (170) feet to other land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with land now or formerly of John Morgan in a Southerly direction a distance of Two Hundred Fifty (250) feet to the Lakes-to-Sea Highway; THENCE along the Lakes-to-Sea Highway in an Easterly direction a distance of One Hundred Seventy (170) feet to land formerly of Hulda Korb and now or formerly of John Morgan and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on the North side of Highway once known as the Cream Hill Turnpike, later the Lakes to Sea Highway, now known as U. S. Route No. 219, being the Southeastern corner now or formerly of Ernest DuFour; THENCE by lot formerly of Christina Spencer, now or formerly of Ernest DuFour in a Northerly direction Thirty-five (35) perches to a post; THENCE by land formerly of George E. and Jackson Leech, now or formerly of Harbison-Walker Refractories Company, East 16 perches to a post at line of land now or formerly of John Morgan; THENCE South by the line now or formerly of Morgan, Twenty (20) perches, more or less, to an iron pipe at the Northeastern corner of lot formerly sold to Albert and Sylva Olmstead, now or formerly owned by George W. Wilson; THENCE by a line in a Westerly direction by the North line of the lot now or formerly owned by George W. Wilson, One Hundred Seventy (170) feet to a point marked by an iron pipe in the Northwest corner of the lot now or formerly owned by Wilson; THENCE by line now or formerly of George Wilson in a Southerly direction Two Hundred Fifty (250) feet, more or less, to U. S. Highway Route No. 219; THENCE by U. S. Highway Route 219 in a Westerly direction to line now or formerly of DuFour and the place of BEGINNING.

HAVING ERECTED THEREON a residential dwelling.

BEING KNOWN AS 5376 Chestnut Grove Highway, Grampian, PA 16838.

BEING TAX PARCEL NO. 104-E8-54 and 1040-E08-000-00054-94716.

BEING THE SAME PREMISES which Deposit Bank, a division of First Commonwealth Bank, by Deed dated May 23, 2002 and recorded June 11, 2002 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200209243, granted and conveyed unto James G. Spencer and Jenifer S. Spencer, husband and wife, as tenants by the entireties and not as tenants in common.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

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

**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.**

**James G. Spencer and Jenifer S. Spencer**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 2007-154-CD**

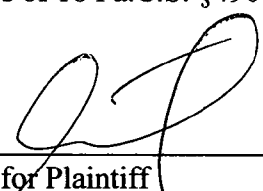
**CERTIFICATE**

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

- ☐ An FHA insured mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

BY: \_\_\_\_\_

  
**Attorneys for Plaintiff**  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**BONNIE DAHL, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**

**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.: 2007-00154-CD

James G. Spencer and Jenifer S. Spencer

COPY

**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 JAMES G. SPENCER and JENIFER S. SPENCER, Defendant(s):

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

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

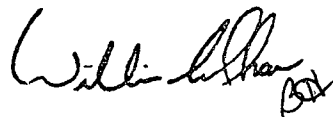
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: **\$62,034.77**  
INTEREST from 04/18/2007 to Date of Sale @  
\$10.20 per diem  
ATTY'S COMM: \$  
DATE: 05/31/2007

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



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Andrew L. Markowitz, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

\_\_\_\_\_  
Sheriff

## LEGAL DESCRIPTION

ALL THOSE CERTAIN tracts or parcels of land, together with improvements located thereon, lying and being in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at a post on the North side of Lakes-to-Sea Highway and land formerly of Hulda Korb, now or formerly of John Morgan; THENCE by land now or formerly of John Morgan in a Northerly direction Two Hundred Fifty (250) feet to land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with the Lakes-to-Sea Highway, in a Westerly direction, a distance of One Hundred Seventy (170) feet to other land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with land now or formerly of John Morgan in a Southerly direction a distance of Two Hundred Fifty (250) feet to the Lakes-to-Sea Highway; THENCE along the Lakes-to-Sea Highway in an Easterly direction a distance of One Hundred Seventy (170) feet to land formerly of Hulda Korb and now or formerly of John Morgan and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on the North side of Highway once known as the Cream Hill Turnpike, later the Lakes to Sea Highway, now known as U. S. Route No. 219, being the Southeastern corner now or formerly of Ernest DuFour; THENCE by lot formerly of Christina Spencer, now or formerly of Ernest DuFour in a Northerly direction Thirty-five (35) perches to a post; THENCE by land formerly of George E. and Jackson Leech, now or formerly of Harbison-Walker Refractories Company, East 16 perches to a post at line of land now or formerly of John Morgan; THENCE South by the line now or formerly of Morgan, Twenty (20) perches, more or less, to an iron pipe at the Northeastern corner of lot formerly sold to Albert and Sylva Olmstead, now or formerly owned by George W. Wilson; THENCE by a line in a Westerly direction by the North line of the lot now or formerly owned by George W. Wilson, One Hundred Seventy (170) feet to a point marked by an iron pipe in the Northwest corner of the lot now or formerly owned by Wilson; THENCE by line now or formerly of George Wilson in a Southerly direction Two Hundred Fifty (250) feet, more or less, to U. S. Highway Route No. 219; THENCE by U. S. Highway Route 219 in a Westerly direction to line now or formerly of DuFour and the place of BEGINNING.

HAVING ERECTED THEREON a residential dwelling.

BEING KNOWN AS 5376 Chestnut Grove Highway, Grampian, PA 16838.

BEING TAX PARCEL NO. 104-E8-54 and 1040-E08-000-00054-94716.

BEING THE SAME PREMISES which Deposit Bank, a division of First Commonwealth Bank, by Deed dated May 23, 2002 and recorded June 11, 2002 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200209243, granted and conveyed unto James G. Spencer and Jenifer S. Spencer, husband and wife, as tenants by the entireties and not as tenants in common.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

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

**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**

**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.

James G. Spencer and Jenifer S. Spencer  
Defendants

Attorneys for Plaintiff

**FILED**

**JUN 22 2007**

*W. A. Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

*1 sent to Art*

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 207-154-CD

**AMENDED AFFIDAVIT OF SERVICE**

I, the Undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 15th day of June, 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 15th DAY

OF JUNE, 2007.

*Donna L. Del Vecchio*

NOTARY PUBLIC

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

BY: *Terrence J. McCabe*

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

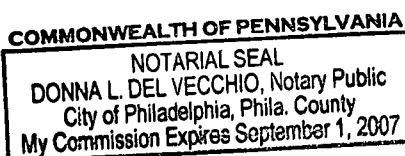
**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIR, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**BONNIE DAHL, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**





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

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

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

**MARGARET GAIR, ESQUIRE - ID # 34419**

**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**

**Attorneys for Plaintiff**

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

v.

James G. Spencer and Jenifer S. Spencer  
Defendants

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Number 2007-154-CD**

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

I, the Undersigned, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 5376 Chestnut Grove Highway, Bloom Township, Grampian, PA 16838, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
James G. Spencer	17 Rochester Street Bradford, PA 16701
Jenifer S. Spencer	17 Rochester Street Bradford, PA 16701

2. Name and address of Defendants in the judgment:

Name	Address
James G. Spencer	17 Rochester Street Bradford, PA 16701
Jenifer S. Spencer	17 Rochester Street Bradford, PA 16701

**EXHIBIT A**

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

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

None other.

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

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

Deposit Bank, a Division of First Commonwealth Bank	601 Philadelphia Street Indiana, PA 15701
--	--

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

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

None.

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

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

None.

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	5376 Chestnut Grove Highway Grampian, PA 16838
------------------	---

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
--	---

**EXHIBIT A**

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,  
Dept. of Revenue, Bureau of  
Compliance, Clearance Support

Dept. 281230  
Harrisburg, PA 17128,  
ATTN: Sheriff 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.

DATE: June 15, 2007

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

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIR, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**BONNIE DAHL, ESQUIRE**

**ANDREW L. MARKOWITZ, 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.

James G. Spencer and Jenifer S. Spencer  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 207-154-CD

DATE: June 15, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: James G. Spencer and Jenifer S. Spencer

PROPERTY: 5376 Chestnut Grove Highway, Bloom Township, Grampian, PA 16838

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, AUGUST 3, 2007, AT 10:00 a.m., Eastern Time**, in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**EXHIBIT B**

**Check type of mail or service:**

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

**Affix Stamp Here**  
(if issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
*Post*  
*Date*

**EXHIBIT D**

**Total Number of Pieces  
Listed by Sender**  
**10**

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of missing public documents under Express Mail® (overnight) reimbursement insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable for Registered Mail™ reimbursement insurance is \$700 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable for Special Mail™ reimbursement insurance is \$1,000 per piece, but optional Express Mail Service™ insurance is available up to \$3,000 for not all countries. The maximum indemnity payable for Registered Mail™ reimbursement insurance is \$21,000 per registered item. See Domestic Mail Manual (DMM), § 917 and § 921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (SM) and Signature Mail (SM) pieces.

PS Form 3877, February, 2005

**Complete by Typewriter, Ink, or Ball Point Pen**

# EXHIBIT B

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

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

**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  
Plaintiff

v.

James G. Spencer and Jenifer S. Spencer  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-154-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD:

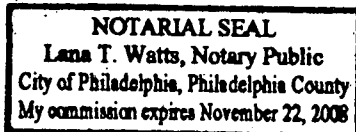
I, Undersigned, Esquire, attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant(s), James G. Spencer and Jenifer S. Spencer, by regular mail, certificate of mailing, and certified mail, return receipt requested, dated June 15, 2007, and addressed to 17 Rochester Street, Bradford, PA 16701. The regular mail was never returned, and the certified mail was signed for by James G. Spencer, on June 18, 2007. A true and correct copy of the letter, certificate of mailing, certified receipt number 7007 0710 0002 1247 1119 and 7007 0710 0002 1247 1102, signed green card are attached hereto, made part hereof, and marked as Exhibit "A"

SWORN TO AND SUBSCRIBED


BEFORE ME THIS 6<sup>th</sup> DAY

OF July, 2007.


  
NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: 

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

**FILED**  
m/9:48/30  
JUL 27 2007  


William A. Shaw  
Prothonotary/Clerk of Courts

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

James G. Spencer  
17 Rochester Street  
Bradford, PA 16701

## 2. Article Number

(Transfer from service label)

7007 0710 0002 1247 1102

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☒ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Jenifer S. Spencer  
17 Rochester Street  
Bradford, PA 16701

## 2. Article Number

(Transfer from service label)

7007 0710 0002 1247 1119

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☒ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

# Exhibit A



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

Check type of mail or service:  
☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Signature Confirmation  
☐ Insured

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value
1	HSBC-FNFS VS. SPENCER, JENIFER, JAMES	James G. Spencer 5376 Chestnut Grove Hwy. Grampian, PA 16838					
2		Jenifer S. Spencer 5376 Chestnut Grove Hwy. Grampian, PA 16838					
3		Jenifer S. Spencer 17 Rochester Street Bradford, PA 16701					
4		James G. Spencer 17 Rochester Street Bradford, PA 16701					
5							
6							
Total Number of Pieces Listed by Sender 4		Postmaster, Per (Name of receiving employee)		The full declaration of value is required on Express Mail delivery. Maximum insurance for registered mail is \$50,000. Maximum insurance for registered mail is \$50,000. Mail Manual for limitations of coverage.			

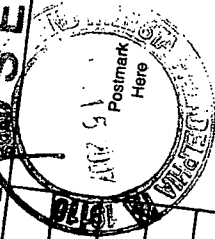
PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only: No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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



Sent To  
Jenifer S. Spencer  
5376 Chestnut Grove Hwy.  
Grampian, PA 16838

PS Form 3800

UNITED STATES POSTAGE  
\$01.40  
02 1A  
0004605770  
JUN 15 2007  
MAILED FROM ZIP CODE 19109



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

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

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

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

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

Of Counsel  
JOSEPH F. RIGA\*

June 15, 2007

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

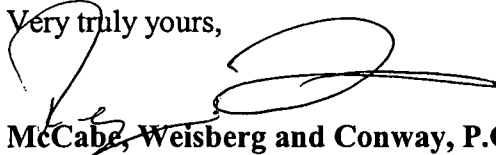
Jenifer S. Spencer  
17 Rochester Street  
Bradford, PA 16701

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
James G. Spencer and Jenifer S. Spencer  
CCP, Clearfield County, No. 207-154-CD  
Premises: 5376 Chestnut Grove Highway, Bloom Township, Grampian, PA 16838

Dear Jenifer S. Spencer:

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

Very truly yours,

  
McCabe, Weisberg and Conway, P.C.

TJM/rda  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7007 0710 0002 1247 1119  
RETURN RECEIPT REQUESTED

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

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

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

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

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

Of Counsel  
JOSEPH F. RIGA\*

June 15, 2007

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

James G. Spencer  
17 Rochester Street  
Bradford, PA 16701

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
James G. Spencer and Jenifer S. Spencer  
CCP, Clearfield County, No. 207-154-CD  
Premises: 5376 Chestnut Grove Highway, Bloom Township, Grampian, PA 16838

Dear James G. Spencer:

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

Very truly yours,

  
**McCabe, Weisberg and Conway, P.C.**

**TJM/rda**  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7007 0710 0002 1247 1102  
RETURN RECEIPT REQUESTED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20594

NO: 07-154-CD

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

vs.

DEFENDANT: JAMES G. SPENCER AND JENIFER S. SPENCER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/31/2007

LEVY TAKEN 06/13/2007 @ 10:10 AM

POSTED 06/13/2007 @ 10:10 AM

SALE HELD 08/03/2007

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 08/29/2007

DATE DEED FILED 08/29/2007

PROPERTY ADDRESS 5376 CHESTNUT GROVE HIGHWAY GRAMPIAN , PA 16838

SERVICES

@

SERVED JAMES G. SPENCER

MCKEAN COUNTY UNABLE TO LOCATE JAMES S. SPENCER FOR SERVICE. RECEIVED NOT FOUND RETURN AUGUST 14, 2007. PLAINTIFF'S ATTORNEY SERVED JAMES G. SPENCER, DEFENDANT, BY REG & CERT MAIL 6/18/07.

@

SERVED JENIFER S. SPENCER

MCKEAN COUNTY UNABLE TO LOCATE JENIFER S. SPENCER FOR SERVICE. RECEIVED NOT FOUND RETURN AUGUST 14, 2007. PLAINTIFF'S ATTORNEY SERVED JENIFER S. SPENCER, DEFENDANT, BY REG & CERT MAIL 6/18/07

07/27/2007

@

SERVED JAMES G. SPENCER

SERVED JAMES G. SPENCER, DEFENDANT, AT HIS RESIDENCE 17 ROCHESTER STREET, BRADFORD, MCKEAN COUNTY, PENNSYLVANIA BY REG & CERT MAIL, CERT #70060810000145072414. CERT MAIL RETURNED UNCLAIMED AUG. 27, 2007.

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

07/27/2007

@

SERVED JENIFER S. SPENCER

SERVED JENIFER S. SPENCER, DEFENDANT, AT HER RESIDENCE 17 ROCHESTER STREET, BRADFORD, MCKEAN COUNTY, PENNSYLVANIA BY REG & CERT MAIL, CERT #70060810000145072384. CERT MAIL RETURNED UNCALIMED TO SHERIFF OFFICE 8/29/07.

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

FILED

07-154-CD  
AUG 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20594  
NO: 07-154-CD

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

VS.

DEFENDANT: JAMES G. SPENCER AND JENIFER S. SPENCER

Execution REAL ESTATE

SHERIFF RETURN

---


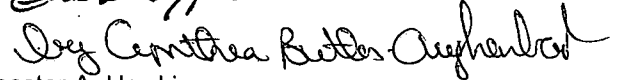
SHERIFF HAWKINS \$219.26

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.: 2007-00154-CD

James G. Spencer and Jenifer S. Spencer

**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 JAMES G. SPENCER and JENIFER S. SPENCER, Defendant(s):

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

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

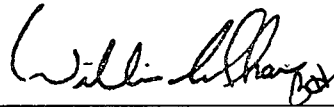
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: **\$62,034.77**  
INTEREST from 04/18/2007 to Date of Sale @  
\$10.20 per diem  
ATTY'S COMM: \$  
DATE: 05/31/2007

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31st day  
of May A.D. 2007  
At 3:00 A.M./P.M.

Chester A. Haeberle  
Sheriff Jy. Cynthia Butler-Auerbach

Requesting Party: Andrew L. Markowitz, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

## LEGAL DESCRIPTION

ALL THOSE CERTAIN tracts or parcels of land, together with improvements located thereon, lying and being in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at a post on the North side of Lakes-to-Sea Highway and land formerly of Hulda Korb, now or formerly of John Morgan; THENCE by land now or formerly of John Morgan in a Northerly direction Two Hundred Fifty (250) feet to land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with the Lakes-to-Sea Highway, in a Westerly direction, a distance of One Hundred Seventy (170) feet to other land now or formerly of Frank C. Hartzfeld; THENCE along land now or formerly of Frank C. Hartzfeld and parallel with land now or formerly of John Morgan in a Southerly direction a distance of Two Hundred Fifty (250) feet to the Lakes-to-Sea Highway; THENCE along the Lakes-to-Sea Highway in an Easterly direction a distance of One Hundred Seventy (170) feet to land formerly of Hulda Korb and now or formerly of John Morgan and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on the North side of Highway once known as the Cream Hill Turnpike, later the Lakes to Sea Highway, now known as U. S. Route No. 219, being the Southeastern corner now or formerly of Ernest DuFour; THENCE by lot formerly of Christina Spencer, now or formerly of Ernest DuFour in a Northerly direction Thirty-five (35) perches to a post; THENCE by land formerly of George E. and Jackson Leech, now or formerly of Harbison-Walker Refractories Company, East 16 perches to a post at line of land now or formerly of John Morgan; THENCE South by the line now or formerly of Morgan, Twenty (20) perches, more or less, to an iron pipe at the Northeastern corner of lot formerly sold to Albert and Sylva Olmstead, now or formerly owned by George W. Wilson; THENCE by a line in a Westerly direction by the North line of the lot now or formerly owned by George W. Wilson, One Hundred Seventy (170) feet to a point marked by an iron pipe in the Northwest corner of the lot now or formerly owned by Wilson; THENCE by line now or formerly of George Wilson in a Southerly direction Two Hundred Fifty (250) feet, more or less, to U. S. Highway Route No. 219; THENCE by U. S. Highway Route 219 in a Westerly direction to line now or formerly of DuFour and the place of BEGINNING.

HAVING ERECTED THEREON a residential dwelling.

BEING KNOWN AS 5376 Chestnut Grove Highway, Grampian, PA 16838.

BEING TAX PARCEL NO. 104-E8-54 and 1040-E08-000-00054-94716.

BEING THE SAME PREMISES which Deposit Bank, a division of First Commonwealth Bank, by Deed dated May 23, 2002 and recorded June 11, 2002 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200209243, granted and conveyed unto James G. Spencer and Jenifer S. Spencer, husband and wife, as tenants by the entireties and not as tenants in common.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

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



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES G. SPENCER

NO. 07-154-CD

NOW, August 29, 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 August 03, 2007, I exposed the within described real estate of James G. Spencer And Jenifer S. Spencer to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE LEVY	15.00
MILEAGE POSTING	11.64
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS DISTRIBUTION	17.62
ADVERTISING	15.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	30.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE COPIES	9.00
	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$219.26</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	62,034.77
INTEREST @ 10.2000 % FROM 04/18/2007 TO 08/03/2007	1,091.40
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$63,166.17</b>
<b>COSTS:</b>	
ADVERTISING	738.34
TAXES - COLLECTOR	984.46
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	219.26
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,423.06</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

## **DEPUTATION**

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

PAGE 20594

TERM & NO. 07-154-CD

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

vs.

JAMES G. SPENCER AND JENIFER S. SPENCER

DOCUMENTS TO BE SERVED:

NOTICE OF SALE

WRIT OF EXECUTION

COPY OF LEVY

**SERVE BY: JULY 3, 2007**

**MAKE REFUND PAYABLE TO  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JENIFER S. SPENCER

**ADDRESS:** 105 DERRICK ROAD  
BRADFORD, PA 16701

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MCKEAN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, June 21, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

**DEPUTATION**

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

PAGE 20594

TERM & NO. 07-154-CD

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

vs.

JAMES G. SPENCER AND JENIFER S. SPENCER

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: JULY 3, 2007**

**MAKE REFUND PAYABLE TO  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JAMES G. SPENCER

**ADDRESS:** 105 DERRICK ROAD  
BRADFORD, PA 16701

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MCKEAN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, June 21, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO: 2007-10067 T  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MCKEAN

BENEFICIAL MORTGAGE CO.

VS

JAMES AND JENNIFER SPENCER

Bradley A. Mason, Sheriff, who being duly sworn  
according to law, says, that he made a diligent search and inquiry for  
the within named DEFENDANT, to wit: \_\_\_\_\_  
SPENCER, JENNIFER S. but was  
unable to locate Her in his bailiwick. He therefore returns the  
WRIT MORTGAGE,

\_\_\_\_\_, NOT FOUND, as to  
the within named DEFENDANT, SPENCER, JENNIFER S.

UNABLE TO LOCATE ANY ONE AT HOME ON NUMEROUS ATTEMPTS

Sheriff's Costs:  
Total....\$ .00

So answers:

*Bradley A. Mason*

Bradley A. Mason, Sheriff

Paid Date...00/00/0000  
Paid By.....

Sworn and subscribed to before me

this 10<sup>th</sup> day of August

A.D. 2007

*Tara L. Morey*  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010

CASE NO: 2007-10067 T  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MCKEAN

BENEFICIAL MORTGAGE CO.

VS

JAMES AND JENNIFER SPENCER

Bradley A. Mason, Sheriff, who being duly sworn  
according to law, says, that he made a diligent search and inquiry for  
the within named DEFENDANT, to wit: \_\_\_\_\_  
SPENCER, JAMES but was  
unable to locate Him in his bailiwick. He therefore returns the  
WRIT MORTGAGE,

\_\_\_\_\_, NOT FOUND, as to  
the within named DEFENDANT, SPENCER, JAMES

UNABLE TO LOCATE ANY ONE AT HOME ON NUMEROUS ATTEMPTS

Sheriff's Costs:  
Total.....\$ 50.00

So answers:

*Bradley A. Mason*

Bradley A. Mason, Sheriff

Paid Date...08/10/2007  
Paid By.....ATTORNEY

Sworn and subscribed to before me

this 10<sup>th</sup> day of August

A.D. 2007

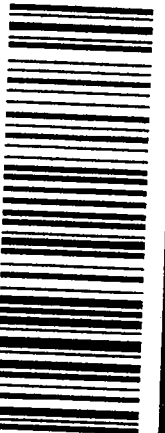
*Tara L. Morey*  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010

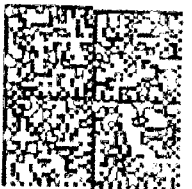


**CHESTER A. HAWKINS**  
**SHERIFF**  
 COURTHOUSE  
 1 NORTH SECOND STREET, SUITE 116  
 CLEARFIELD, PENNSYLVANIA 16830

**CERTIFIED MAIL™**



7006 0810 0001 4507 2384



Hastler

05.380  
 07.27.2007  
 Initialed From 16830  
 US POSTAGE

**UNCLAIMED**

**JENIFER S. SPENCER**  
 17 ROCHESTER STREET  
 BRADFORD, PA 16701

**RETURNED TO SENDER**  
**UNCLAIMED**

7/30  
 8-14  
 UNC

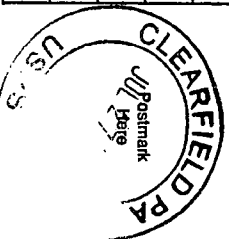
7006 0810 0001 4507 2384

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

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

**OFFICIAL USE**

Postage	\$ .97
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



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

JENIFER S. SPENCER  
 17 ROCHESTER STREET  
 BRADFORD, PA 16701

PS Form 3800, June 2002

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

JENIFER S. SPENCER  
17 ROCHESTER STREET  
BRADFORD, PA 16701

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

7006 0810 0001 4507 2384

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

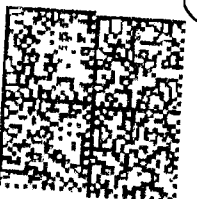
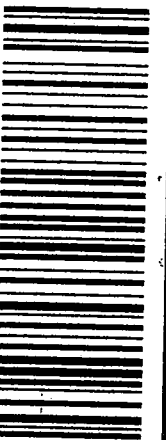
☐ Yes

102595-02-M-1540



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

7006 0810 0001 4507 2414



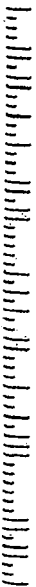
Hasler

01646505-05  
\$05.380  
07/27/2007  
Mailed From 16830  
US POSTAGE

JAMES G. SPENCER  
17 ROCHESTER STREET  
BRADFORD, PA 16701



1683002472



NIXIE 165 SE 1 25 08/22/07  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 16830247201 \*0596-03370-22-26

7006 0810 0001 4507 2414

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	
Postage	\$ .97
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38
Sent To	JAMES G. SPENCER 17 ROCHESTER STREET BRADFORD, PA 16701
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

JAMES G. SPENCER  
17 ROCHESTER STREET  
BRADFORD, PA 16701

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 2414

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

