

07-913-CD

Beneficial Con. Vs Glenn Lansberry et al

2007-913-CD

Beneficial Con. et al vs Glenn Lansberry

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE 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 Consumer Discount Company
961 Weigel Drive
Elmhurst, IL 60126
v.

Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830
and
Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Clearfield County
Court of Common Pleas

pd \$85.00 Atty
FILED m/11/45 cm ICC to Atty
JUN 08 2007 2CCS nft
Number 07-913-CD UN

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 OTELEFONEA 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
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McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

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Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Glenn M. Lansberry, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 403 Ogden Avenue, Clearfield, PA 16830.

3. The Defendant is Barbara L. Lansberry, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 403 Ogden Avenue, Clearfield, PA 16830.

4. On 09/08/2005, 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 #200514853.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 403 Ogden Avenue, Clearfield, PA 16830.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/13/2006 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:

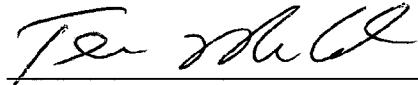
Principal Balance	\$ 55,248.14
Interest through 01/26/2007	\$ 3,489.44
(Plus \$ 17.10 per diem thereafter)	
Attorney's Fee	\$ 2,762.41
Corporate Advance	\$ 431.92
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 62,131.91

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 \$62,131.91, together with interest at the rate of \$17.10 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: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney 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 P.A.C.S. §4904 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

EXHIBIT “A”

This instrument was prepared by:

BARBARA E. NEWCAMP
(Name)

90 BEAVER DR. SUITE 114C, DUBOIS, PA 15801
(Address)

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

UPI # _____

711723

MORTGAGE

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

THIS MORTGAGE is made this day 8TH of SEPTEMBER 2005, between the Mortgagor, GLENN M. LANSBERRY AND BARBARA L. LANSBERRY, HUSBAND/WIFE, T/B/E

(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.
X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 55,931.39, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated SEPTEMBER 8, 2005 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 SEPTEMBER 8, 2026;

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:

SEE EXHIBIT A-LEGAL DESCRIPTION



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

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

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

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

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

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

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

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

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* ORIGINAL

EXHIBIT A (PAGE 1)

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CLEARFIELD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 09/09/2004 AND RECORDED 09/16/2004, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 2004 AND PAGE 15157. TAX MAP OR PARCEL ID NO.: 4-2-K8-225-56



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* FILE COPY

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

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

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

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

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

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

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

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

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

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

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* ORIGINAL

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

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

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

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

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

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

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

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

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* ORIGINAL

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

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

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

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

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



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

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

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

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

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

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

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* ORIGINAL

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**REQUEST FOR NOTICE OF DEFAULT
-AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

GLENN M. LANSBERRY

Borrower

BARBARA L. LANSBERRY

-Borrower

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

On behalf of the Lender, By: BARBARA E. NEWCAMP, *Barbara Newcamp*, Title: SA

COMMONWEALTH OF PENNSYLVANIA **CLEARFIELD** County ss:

I, JILL L. PRITT a Notary Public in and for said county and state, do hereby certify that CLENN M. LANSBERRY AND BARBARA L. LANSBERRY 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

The 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 8 day of SEPTEMBER, 2005.

My Commission expires: 3/28/09

Joe L. Rutt
Notary Public

COMMONWEALTH OF PENNSYLVANIA.

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

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* ORIGINAL

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(Space Below This Line Reserved For Lender and Recorder)

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* ORIGINAL

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

05 SEP 21 AM 10:47

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200514853

PRECISE ABSTRACTING

Recorded On 9/13/2005 At 11:45:53 AM

* Instrument Type - MORTGAGE

* Total Pages - 10

Invoice Number - 135964

* Mortgagor - LANSBERRY, GLENN M

* Mortgagee - BENEFICIAL CONS DISC CO

* Customer - PRECISE ABSTRACTING

***FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$23.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$38.50

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



Karen J. 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.

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire Attorney for Plaintiff
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

v.

GLENN M. LANSBERRY -and-
BARBARA L. LANSBERRY

NO. 2007-913 CD

ORDER

AND NOW, this day of , 2007, upon due consideration of Plaintiff's Motion For an Order Directing Sheriff's Office to File Return of Service pursuant to Rule 405 (a) Pa. R. C. P., and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion is hereby GRANTED and the Sheriff of Clearfield County, his officers, deputies and agents, be and are hereby directed to proceed forthwith with the filing with the Office of the Prothonotary a return of service regarding service of plaintiff's Complaint in this matter in accordance with Rule 405 Pa. R. C. P.

J.

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

FILED

SEP 20 2007

12-301m

William A. Shaw
Prothonotary/Clerk of Courts

I went to Agm

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

v.

GLENN M. LANSBERRY -and-
BARBARA L. LANSBERRY

NO. 2007-913 CD

MOTION PURSUANT TO RULE 405(a) Pa. R. C. P.
FOR AN ORDER DIRECTING SHERIFF'S OFFICE
TO FILE A RETURN OF SERVICE

Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by and through its attorneys, hereby moves, pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure, for an Order directing the Office of the Sheriff of Clearfield County, his officers, deputies and agents, to complete and file with the Prothonotary of Clearfield County a return of service in this matter, and in support thereof avers as follows:

1. On June 8, 2007, plaintiff commenced this action in mortgage foreclosure against defendants GLENN M. LANSBERRY and BARBARA L. LANSBERRY, mortgagors and last owners of record of the subject property located at 403 Ogden Avenue, Clearfield, PA 16830.

2. At the same time, counsel for plaintiff requested the Office of the Sheriff to attempt personal service of such Complaint on defendants at the subject property of 403 Ogden Avenue, Clearfield, PA 16830.

3. Counsel for plaintiff was subsequently advised by the Sheriff's office by telephone that personal service of the Complaint on defendant BARBARA L. LANSBERRY was made on June 15, 2007 at the Clearfield County Sheriff's office.

4. Counsel for plaintiff was further advised by the Sheriff's office by telephone that personal service of the Complaint on defendant GLENN M. LANSBERRY was made on June 19, 2007 at the Clearfield County Sheriff's office.

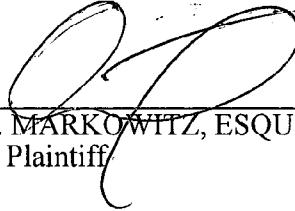
5. Notwithstanding such service, the Sheriff's office has failed to file with the Office of the Prothonotary a return of service for such service of plaintiff's Complaint and counsel for plaintiff was further advised by telephone inquiry to the Office of the Prothonotary on September 18, 2007 that still no return of service for such service has been filed as of such date.

6. The Office of the Prothonotary has further advised plaintiff's counsel that the Prothonotary will not enter any default judgment in favor of plaintiff in this matter in the absence of such return of service being filed with the Prothonotary by the Sheriff's office.

7. The failure of the Sheriff's office to complete and file a return of service with the Prothonotary's office for such service has precluded plaintiff from proceeding any further in this matter to enforce its rights under the subject mortgage.

8. Accordingly, plaintiff hereby requests the Court to enter an Order directing the Office of the Sheriff, his officers, deputies and agents, to complete and file with the Prothonotary a return of service for such personal service of plaintiff's Complaint in this matter on both defendants as set forth above to enable plaintiff to proceed with further proceedings in this matter.

WHEREFORE, Plaintiff requests this Honorable Court to grant Plaintiff's Motion For An Order Directing Sheriff's Office to File a Return of Service and to enter an Order directing the Office of the Sheriff to file with the Prothonotary forthwith a return of service for the personal service of plaintiff's Complaint in this matter as set forth above.



ANDREW L. MARKOWITZ, ESQUIRE
Attorneys for Plaintiff

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

v.

GLENN M. LANSBERRY -and-
BARBARA L. LANSBERRY

NO. 2007-913 CD

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION FOR AN ORDER DIRECTING SHERIFF TO
FILE A RETURN OF SERVICE

Pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure,
When service of original process has been made the sheriff ...
shall make a return of service forthwith.

And, as this Rule further provides in paragraph (e):

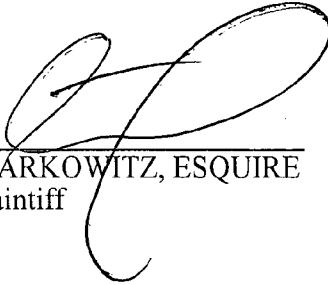
The return of service or of no service shall be filed with the
prothonotary.

In this instance, the sheriff's office completed personal service of plaintiff's Complaint in this matter on each defendant at the Clearfield County Sheriff's office: by handing a copy of such complaint to Barbara Lansberry on June 15, 2007 and by handing a copy to Glenn Lansberry on June 19, 2007. Notwithstanding that such service has been completed, however, the

sheriff's office has failed to file with the Prothonotary the necessary return of service as required by Rule 405 Pa. R. C. P. and as a result plaintiff is unable to proceed with the filing of a judgment by default against defendants herein.

It is submitted therefore that plaintiff's Motion For An Order Directing Sheriff's Office to File Return of Service in this matter should be granted and the Sheriff's office should be directed to file with the Prothonotary's office forthwith a return of service setting forth that personal service of plaintiff's Complaint was completed on defendants as set forth above.

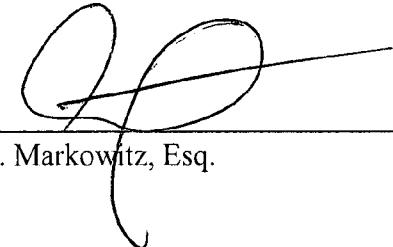
An appropriate form of Order is attached hereto.



ANDREW L. MARKOWITZ, ESQUIRE
Attorneys for Plaintiff

VERIFICATION

The undersigned, Andrew L. Markowitz, Esquire, does hereby certify that he is counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff in the above matter; and that he is authorized to make this verification on its behalf and that the forgoing facts as set forth in the foregoing Motion For an Order Directing Sheriff's Office to File a Return of Service 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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



Andrew L. Markowitz, Esq.

Dated: September 18, 2007

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire **Attorney for Plaintiff**
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

**BENEFICIAL CONSUMER
DISCOUNT COMPANY**

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

v.

GLENN M. LANSBERRY -and-
BARBARA L. LANSBERRY

: **NO. 2007-913 CD**

CERTIFICATE OF SERVICE

I, Andrew L. Markowitz, Esquire, Attorney for Plaintiff, hereby certifies that a true and correct copy of the foregoing Motion For an Order Directing Sheriff's Office to File a Return of Service was served on the following persons on the 18th day of September, 2007 by depositing same in the United States mail, first-class, postage pre-paid, addressed as follows:

Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

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

DATE: September 18, 2007



Andrew L. Markowitz, Esq.
Attorneys for Plaintiff

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

BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

vs.

GLENN M. LANSBERRY and BARBARA L. LANSBERRY,
Defendants

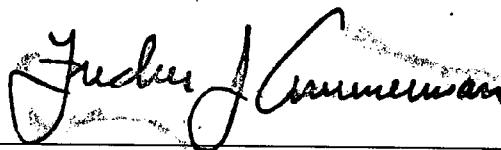
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*
*
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NO. 07-913-CD

ORDER

NOW, this 21st day of September, 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 Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return, 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 3:30 p.m. on Monday, September 24th, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/31/07
SEP 24 2007

2cc Atty
LM
William A. Shaw
Prothonotary/Clerk of Courts (without memo)
1CC Sheriff

FILED

SEP 24 2007

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

9/24/07

DATE: 9/24/07 You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102883
NO: 07-913-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: GLENN M. LANSBERRY and BARBARA L. LANSBERRY

FILED
01/21/2007
SEP 24 2007
WAM

SHERIFF RETURN

William A. Shaw
Prothonotary/Clerk of Courts

NOW, June 19, 2007 AT 2:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLENN M. LANSBERRY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GLENN M. LANSBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102883
NO: 07-913-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: GLENN M. LANSBERRY and BARBARA L. LANSBERRY

SHERIFF RETURN

NOW, June 15, 2007 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA L. LANSBERRY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA LANSBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102883
NO: 07-913-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: GLENN M. LANSBERRY and BARBARA L. LANSBERRY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	96561	20.00
SHERIFF HAWKINS	MCCABE	96561	30.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester Hawkins
by Marilyn Hamr

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 Consumer Discount Company
Plaintiff
v.
Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-CD

FILED
OCT 12 2007
m/110/w
William A. Shaw
Prothonotary/Clerk of Courts
CERT COPY w/
NOTICE TO
Barry Deats
ATTY

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 62,131.91
Interest 01/27/2007 to 10/11/2007	\$ 4,411.80
@ \$17.10 per diem	
2005-2006 Taxes Paid by Plaintiff	\$ 2,531.53
Costs	\$
Total	\$ 69,075.24 (plus costs and interest)

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 12th day of October, 2007, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Consumer Discount Company, and against Defendants, Glenn M. Lansberry and Barbara L. Lansberry and damages are assessed in the amount of \$69,075.24, plus interest and costs.

BY THE PROTHONOTARY:



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

William A. Shaw
Prothonotary

To: Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-913-CD

NOTICE

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



William A. Shaw
Prothonotary

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway, P.C.
at (215) 790-1010.

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

**William A. Shaw
Prothonotary**

To: Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No. 07-913-CD

NOTICE

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



**William A. Shaw
Prothonotary**

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

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway, P.C.
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
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 Consumer Discount
Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Number 07-913-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, Glenn M. Lansberry and Barbara L. Lansberry, 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 Defendants, Glenn M. Lansberry and Barbara L. Lansberry, are over eighteen (18) years of age, and reside as follows:

Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 10th DAY

OF OCTOBER , 2007.

[Signature]
NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *[Signature]*

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

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 Consumer Discount Company
Plaintiff
v.
Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS

I, Andrew L. Markowitz, Esquire, attorney for the Plaintiff in the within matter, being
duly sworn according to law, hereby depose and say that the last-known mailing addresses of the
Defendants are:

Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

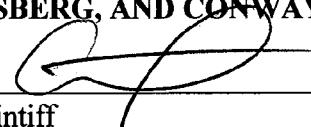
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 10th DAY

OF OCTOBER , 2007.

Susan J. Markowitz
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
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011

Member, Pennsylvania Association of Notaries

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
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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 Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-CD

CERTIFICATION

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 10th DAY

OF OCTOBER , 2007.

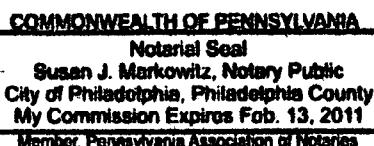
[Handwritten signature]
NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *[Handwritten signature]*

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



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

William A. Shaw
Prothonotary

July 10, 2007

To: Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Beneficial Consumer Discount Company
d/b/a Baneficial Consumer Discount
Company
vs.
Glenn M. Lansberry
and
Barbara L. Lansberry

Clearfield County
Court of Common Pleas

Number 07-913-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

July 10, 2007

To: Barbara L. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Beneficial Consumer Discount Company
d/b/a Beneficial Consumer Discount
Company
vs.
Glenn M. Lansberry
and
Barbara L. Lansberry

Clearfield County
Court of Common Pleas

Number 07-913-CD

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

IMPORTANT NOTICE

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: Terry

Attorneys for Plaintiff

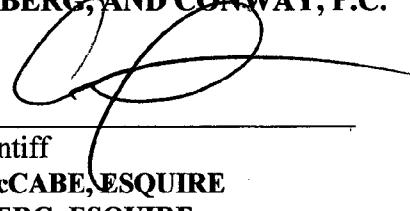
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

TJM/hm

VERIFICATION

The undersigned, ANDREW L. MARKOWITZ, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.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
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

William A. Shaw
Prothonotary/Clerk of Courts

OCT 12 2007

FILED

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 07-913-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 Glenn M. Lansberry and Barbara L. Lansberry defendants, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Glenn M. Lansberry and Barbara L. Lansberry 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)*

403 OGDEN AVENUE, CLEARFIELD, PA 16830

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

5. Amount Due	\$ 69,075.24
Interest from 10/12/2007 to DATE OF SALE	
@ \$11.35 per diem	\$
Costs	\$
Total	\$

125.00

Plus Costs
Prothonotary costs

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

Prothy. N. 63

FILED Atty pd. 20.00
M 10/13/07
OCT 15 2007
ice & Lounts
w/ prop. desc.
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6p)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ON THE NORTH by Lot No. 98; on the South by Lot No. 94; on the East by Ogden Avenue and on the West by a public alley, and having a frontage on Ogden Avenue of Fifty (50) feet and extending back to said alley One Hundred Seventy-two (172) feet, and known in the General Plan of Hatt's Addition to the Borough of Clearfield as Lot No. 95, Block "E".

HAVING THEREON ERECTED a dwelling house.

BEING KNOWN AS 403 Ogden Avenue, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-2-K8-225-56.

BEING THE SAME PREMISES which First Church of the Nazarene of Clearfield, and Wanda Hoover, Carrie Spencer and Pastor George Stratton, all Officers of the First Church of the First Church of the Nazarene of Clearfield, by Deed dated September 4, 2004 and recorded September 16, 2004 in the Office of the Recorder of Deeds in and for Clearfield County as Instrument No. 200415157, granted and conveyed unto Glenn M. Lansberry and Barbara L. Lansberry, husband and wife, as tenants by the entireties.

UNDER AND SUBJECT to, and together with, any and all covenants, easements, restrictions, reservations, exceptions, and rights of way of record.

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 THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, 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 HERETO TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE 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 Consumer Discount Company
Plaintiff

v.
Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 403 Ogden Avenue, Clearfield, PA 16830, 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
Glenn M. Lansberry	403 Ogden Avenue Clearfield, PA 16830
Barbara L. Lansberry	403 Ogden Avenue Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

Name	Address
Glenn M. Lansberry	403 Ogden Avenue Clearfield, PA 16830
Barbara L. Lansberry	403 Ogden Avenue Clearfield, PA 16830

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 _____

None other.

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 _____

Commonwealth of Pennsylvania 1400 Spring Garden Street
Inheritance Tax Office Philadelphia, PA 19130

Commonwealth of Pennsylvania 6th Floor, Strawberry Square
Bureau of Individual Tax Department #280601
Inheritance Tax Division Harrisburg, PA 17128

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 1001 Liberty Avenue, Suite 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

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: October 10, 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

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HAVING THEREON ERECTED a dwelling house.

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BEING TAX PARCEL NO. 4-2-K8-225-56.

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

Attorneys for Plaintiff

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-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
(X) 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.

McCABE, WEISBERG & CONWAY, PC

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 -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 07-913-CD

COPY

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:
403 Ogden Avenue, Clearfield, PA 16830

Amount Due	\$ 69,075.24
Interest from 10/12/2007 to DATE OF SALE @ \$11.35 per diem	\$
Costs	\$
Total	\$ Plus Costs

Dated: 10/15/07
(SEAL)

125.00
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____
Deputy

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MARC S. WEISBERG, ESQUIRE - ID # 17616
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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 Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

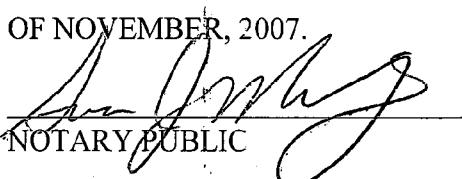
Number 07-913-CD

AFFIDAVIT OF SERVICE

I, the undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 8th day of November, 2007, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8TH DAY
OF NOVEMBER, 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

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

FILED NO 12-4364 CC
NOV 15 2007
WM
William A. Shaw
Prothonotary/Clerk of Courts

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

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

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
Plaintiff
v.
Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 403 Ogden Avenue, Clearfield, PA 16830, 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
Glenn M. Lansberry	403 Ogden Avenue Clearfield, PA 16830
Barbara L. Lansberry	403 Ogden Avenue Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

Name	Address
Glenn M. Lansberry	403 Ogden Avenue Clearfield, PA 16830
Barbara L. Lansberry	403 Ogden Avenue Clearfield, PA 16830

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 _____

None other.

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 403 Ogden Avenue
Clearfield, PA 16830

Commonwealth of PA P.O. Box 2675
Department of Public Welfare Harrisburg, PA 17105

Commonwealth of Pennsylvania 1400 Spring Garden Street
Inheritance Tax Office Philadelphia, PA 19130

Commonwealth of Pennsylvania 6th Floor, Strawberry Square
Bureau of Individual Tax Department #280601
Inheritance Tax Division Harrisburg, PA 17128

EXHIBIT A

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 1001 Liberty Avenue, Suite 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

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: October 10, 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

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EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
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Attorneys for Plaintiff

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-913-CD

DATE: November 8, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Glenn M. Lansberry and Barbara L. Lansberry

PROPERTY: 403 Ogden Avenue, Clearfield, PA 16830

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, JANUARY 4, 2008, 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

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
 ATTN: Liz Campoli-30859

Line	Article Number	Addressee Name, Street and PO Address		Postage	Flat Rate Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	HSBC V. LANSBERRY - 30859	Tenant/Occupants 403 Ogden Avenue Clearfield, PA 16830											
2		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105											
3		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130											
4		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128											
5		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486											
6		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830											
7		United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219											
8		Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue, Suite 1300 Pittsburgh, PA 15222											

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



MAILED FROM ZIP CODE 19109

9 HSBC V. LANSBERRY - 30859

Commonwealth of PA
Department of Revenue
Bureau of Compliance
Dept. 281230
Harrisburg, PA 17128-0948

Total Number of Pieces
Listed by Sender

Total Number of Pieces
Received at Post Office
9

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

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

Beneficial Consumer Discount Company
d/b/a Beneficial Consumer Discount
Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-913-CD

FILED
m 10:52 AM
DEC 17 2007
WCC
SJC

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the 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, Barbara L. Lansberry, by regular mail, certificate of mailing, and certified mail, return receipts requested, dated October 10, 2007, and addressed to 403 Ogden Avenue, Clearfield, PA 16830. The regular mail was never returned, and the certified mail was personally signed for by the Defendant, Barbara L. Lansberry on November 16, 2007. A true and correct copy of the letter, certificate of mailing, certified receipt numbers 7005-0220-0004-0675-1814, signed green card is attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13th DAY

OF December, 2007.

Gloria D. Mitchell
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
GLORIA D. MITCHELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 2, 2011

McCABE, WEISBERG AND CONWAY, P.C.

BY: Marc Shaeffer

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

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

TERRENCE J. McCABE**
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET GAIRO
 LISA L. WALLACE†
 BRENDA L. BROGDON*
 MICHELLE M. MONTE ~
 FRANK DUEIN
 ANDREW L. MARKOWITZ
 ROBERT W. CUSICK *
 BONNIE DAHL*
 ANGELA M. MICHAEL»
 SCOTT TAGGART*
 DEBORAH K. CURRAN±
 LAURA H.G. O'SULLIVAN±
 STEPHANIE H. HURLEY**
 JASON BROOKS^

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 401
 145 HUGUENOT STREET
 NEW ROCHELLE, NY 10801
 (914)-636-8900
 FAX (914)-636-8901
 Also servicing Connecticut

SUITE 302
 8201 SANDY SPRING ROAD
 LAUREL, MD 20707
 (301) 490-1196
 FAX (301) 490-1568

Also servicing The District of Columbia
 and Virginia

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

* Licensed in PA & NJ
 ** Licensed in PA & NY
 ^ Licensed in NY
 ~ Licensed in NJ
 ~ Licensed in PA & WA
 *** Licensed in PA, NJ & NY
 † Licensed in NY & CT
 * Licensed in MD & DC
 ** Licensed in MD
 + Managing Attorney for NY
 ± Managing Attorney for MD

October 10, 2007

Barbara L. Lansberry
 403 Ogden Avenue
 Clearfield, PA 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Consumer Discount Company
 vs. Glenn M. Lansberry and Barbara L. Lansberry
 CCP, Clearfield County, No. 07-913-CD
 Premises: 403 Ogden Avenue, Clearfield, PA 16830

Dear Barbara L. Lansberry:

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

Very truly yours,

Maleekah Wiltbanks, Legal Assistant to
McCabe, Weisberg and Conway, P.C.

/mwi
 Enclosure

SENT VIA REGULAR MAIL AND
 CERTIFIED MAIL NUMBER
 RETURN RECEIPT REQUESTED

7007 0220

0004 0675 1814
Exhibit A

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

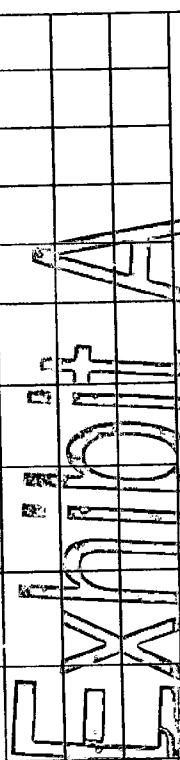
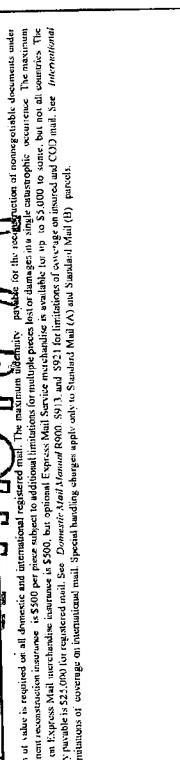
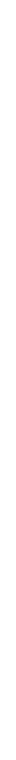
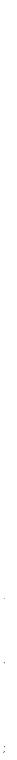
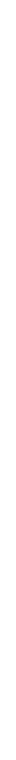
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Barbara Lansberry <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by/Printed Name <input type="checkbox"/> Barbara Lansberry <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;"></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>Barbara C. Lansberry 403 Ogden Ave Clearfield, PA 16830</p>		<p>2. Article Number (Transfer from service label) 11111 7007 0220 0004 0675 1814</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

Exhibit A

7007 0220 0004 0675 1814

U.S. Postal Service <i>Mail</i> CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only, No Insurance Coverage Provided)</i>	
<i>For delivery information visit our website at www.usps.com</i>	
OFFICIAL USE	
Postage	\$
Postmark Here	
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 	
<i>Send To</i> Barbara L. Lansberry 403 Linden Ave Clearfield, PA 16830	
PS Form 3880, August 2008 See Reverse for Instructions	

Exhibit A

Name and Address of Sender		Check type of mail or service:									
McCabe, Weisberg and Conway, P.C. 123 S. Broad St., Suite 2080 Philadelphia, PA 19109		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation									
ATTN: M.WILTBANKS											
Line	Article Number	Addressee Name, Street and PO Address		Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee
1	HSBC	Glenn M. Lansberry 403 Ogden Avenue Clearfield, PA 16830									
2	HSBC	Barbara L. Lansberry 403 Ogden Avenue Clearfield, PA 16830									
											
\$ 02.16⁰											
MAILED FROM ZIP CODE 19109											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											
											

U
FILED ^{ICC}
014:00/60 Atty Gano
JAN 22 2008
William A. Shaw
Prothonotary/Clerk of Courts
SA

Beneficial Consumer Discount Company : CLEARFIELD COUNTY
d/b/a Beneficial Consumer Discount Company : COURT OF COMMON PLEAS
: :
v. : :
: :
Glenn M. Lansberry : :
and : :
Barbara L. Lansberry : : NUMBER 07-913-CD

O R D E R

AND NOW, this ^{22nd} day of ²⁰⁰⁸ ~~January~~, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant, Glenn M. Lansberry, by regular mail; by certified mail, return receipt requested; and by posting addressed to the Defendant's last-known address and mortgaged premises known in this herein action as of 403 Ogden Avenue, Clearfield, PA 16830.

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

BY THE COURT:



J.

FILED

JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED ^{rec}
JAN 22 2008 Atty Gairo
C.P.

William A. Shaw
Prothonotary/Clerk of Courts

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 : CLEARFIELD COUNTY
d/b/a Beneficial Consumer Discount Company : COURT OF COMMON PLEAS

v. :

Glenn M. Lansberry : NUMBER 07-913-CD
and :
Barbara L. Lansberry :

MOTION TO ALLOW SERVICE ON THE DEFENDANTS
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Plaintiff attempted to serve a true and correct copy of the Notice of Sale upon the Defendant, Glenn M. Lansberry, at the Defendant's last-known address of 403 Ogden Avenue, Clearfield, PA 16830. However, the Sheriff advised that he was unsuccessful since the property is vacant. A copy of the Sheriff's Non Service Return indicating the same is attached hereto and marked as Exhibit "A."

2. Plaintiff has searched for a forwarding address for Defendant, and the Post Master has advised that forwarding order has expired for the Defendant, Glenn Lansberry. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendant; there is a listing for the Defendant, Glenn Lansberry at 403 Ogden Avenue, Clearfiled, PA 16830 with a telephone number of (814)765-2499. Plaintiff has left several message with no response. (See

Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has made inquiry with neighbor, Kristie Lord at 404 Ogden Avenue, Clearfield, PA 16830 who stated that she does not know the Defendant, Glenn M. Lansberry. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

5. Plaintiff has made inquiry of the local tax bureau and the tax bill is mailed to 403 Ogden Avenue, Clearfield, PA 16830. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendant, Glenn M. Lansberry. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendant's Voter Registration Records, and the Clearfield County Voter Registration has advised that the Defendant, Glenn Lansberry is not registered to vote. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendant, Glenn M. Lansberry, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Notice of Sheriff's Sale of Real Property upon the Defendants', Glenn M. Lansberry, by regular mail; certified mail, return receipt requested; and by posting at Defendant's last-known address and the mortgaged premises known in this herein action as 403 Ogden Avenue, Clearfield, PA 16830.

McCABE, WEISBERG AND CONWAY, P.C.

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

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Beneficial Consumer Discount Company : **CLEARFIELD COUNTY**
d/b/a Beneficial Consumer Discount Company : **COURT OF COMMON PLEAS**

v.

Glenn M. Lansberry : **NUMBER 07-913-CD**
and
Barbara L. Lansberry :

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.

McCABE, WEISBERG AND CONWAY, P.C.

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

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

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 799-1010

Attorneys for Plaintiff

Beneficial Consumer Discount Company	:	CLEARFIELD COUNTY
d/b/a Beneficial Consumer Discount Company	:	COURT OF COMMON PLEAS
	:	
v.	:	
	:	
Glenn M. Lansberry	:	
and	:	NUMBER 07-913-CD
Barbara L. Lansberry	:	

CERTIFICATION OF SERVICE

The undersigned, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 18th day of January 2008, upon the following:

Glenn M. Lansberry	Barbara Lansberry
403 Ogden Avenue	403 Ogden Avenue
Clearfield, PA 16830	Clearfield, PA 16830

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 attorney 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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

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

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20676

DEPUTY RECEIVED: October 24, 2007

DEFENDANT(S):

GLENN M. LANSBERRY AND BARBARA L. LANSBERRY

ADDRESS: 403 OGDEN AVENUE
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: DEC. 17, 2007

DATE SERVED, POSTED OR LEVIED: 10/29/07 TIME: 1107a

NAME OF PERSON SERVED: David

TITLE: _____

WHERE SERVED /POSTED(ADDRESS): 403 ogden ave

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____
Vacant

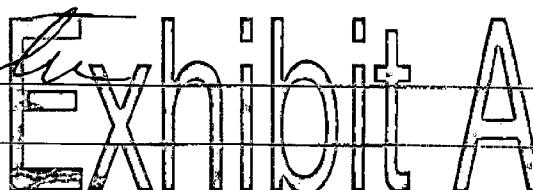
SPECIAL DIRECTIONS:

NO 07-913-CD

GLENN M. LANSBERRY AND BARBARA L. LANSBERRY

SERVED, POSTED OR LEVIED ON BY: *Mark*

NOTES: _____

EXHIBIT A

LARRY DEL VECCHIO
 PROCESS SERVER FOR
 MCCABE, WEISBERG & CONWAY, P.C.
 P.O. BOX 344
 CHALFONT, PA 18914
 (215) 491-4469
 (215) 491-4473 FAX

HFC/BFC ET AL : COURT OF COMMON PLEAS
 : CLEARFIELD COUNTY

VS. :

GLENN LANSBERRY : NO. NOT YET ASSIGNED
 BARBARA LANSBERRY :

LAST KNOWN ADDRESS: 403 Ogden Avenue, Clearfield, PA 16830

LOAN NUMBER: 201-0974PA

AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)

I hereby certify that on January 30, 2007, a good faith effort was made to discover the correct address of said defendant (s), by:

1. Inquiry of Postal authority;

Postal authority states Glenn's forwarding order has expired. Barbara has no change of address

2. Examination of local telephone directories, 411 assistance and Internet records;

Glenn Lansberry, 403 Ogden Ave., (814) 765-2499, left messages with no response

3. Neighbor Contacts:

- Kristie Lord, 404 Ogden Ave., (814) 768-9697, adult female stated she doesn't know the defendants
- Renee Meeker, 406 Ogden Ave., (814) 765-3041, left messages with no response

4. Tax Information:

- Tax office has mailing address same as property, 403 Ogden Ave.

5. Death Records:

- Social Security has no death records for the defendants under their SSN's or names

6. Voter Registration:

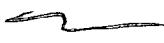
Barbara is registered at property, 403 Ogden Ave., Glenn isn't registered

I certify that this information is true and correct to the best of my knowledge, information and belief.

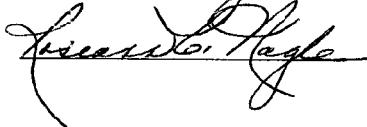
NOTARY PUBLIC:

Sworn to and described
 before me this 6th day

BY:


 Larry Del Vecchio, Process Server

of February 2007.



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
 ROSEANN C. NAGLE, Notary Public
 Warrington Twp., Bucks County
 My Commission Expires January 9, 2011

Exhibit B

**LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 344
CHALFONTE, PA. 18914

(215) 491-4469
FAX (215) 491-4473

January 30, 2007

Postmaster

Clearfield, PA 16830

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Glenn Lansberry
Address: 403 Ogden Avenue
Clearfield, PA 16830-2143

The following information is provided in accordance with 39 CFR265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:
HFC/BFC et al vs Glenn and Barbara Lansberry
4. The court in which the case has been or will be heard:
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
Not yet assigned
6. The capacity in which this individual is to be served:
Defendant(s)

Defendant(s)
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

LARRY DEL VECCHIO
For McCabe, Weisberg & Conway, P.C.

P.O. Box 344
Chalfont, PA. 18914

FOR THE POST OFFICE USE ONLY

POST MARK

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

NEW ADDRESS OR

Exhibit B

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

Attorneys for Plaintiff

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 07-913-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA:

FILED
M 10:58 AM
MAR 03 2008
NOCC
William A. Shaw
Prothonotary/Clerk of Courts
LM

The undersigned, attorney, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

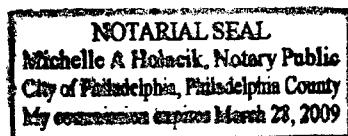
1. That he is counsel for the above-named Plaintiff;
2. That on January 30, 2008, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Glenn M. Lansberry, by regular mail, certified mail, return receipt requested, addressed to 403 Ogden Avenue, Clearfield, PA 16830. A true and correct copy of the letter, certified return receipt and certificate of mailing, are attached hereto, made a part hereof, and marked as Exhibit "A ."
3. That on February 1, 2008, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the

Defendant, Glenn M. Lansberry, by posting the same at the mortgaged premises known as 403 Ogden Avenue, Clearfield, PA 16830. A true and correct copy of the Sheriff's Return of Service form indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 25 DAY
OF February, 2008

Michelle A. Holcik
NOTARY PUBLIC



Beneficial Consumer Discount Company : CLEARFIELD COUNTY
d/b/a Beneficial Consumer Discount Company : COURT OF COMMON PLEAS
:
v. :
:
Glenn M. Lansberry :
and : NUMBER 07-913-CD
Barbara L. Lansberry :
:

ORDER

AND NOW, this 22nd day of January, 2008, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant, Glenn M. Lansberry, by regular mail; by certified mail, return receipt requested; and by posting addressed to the Defendant's last-known address and mortgaged premises known in this herein action as of 403 Ogden Avenue, Clearfield, PA 16830.

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

BY THE COURT:

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

/S/ Fredric J Ammerman

JAN 22 2008

J.

Hest.

William L. Ammerman
Prothonotary/
Clerk of Courts

RETURN RECEIPT REQUESTED

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

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
LISA L. WALLACE†
BRENDA L. BROGDON*
MICHELLE M. MONTE ^~
FRANK DUBIN
ANDREW L. MARKOWITZ
KATHERINE SANTANGINI^~
BONNIE DAIL*
ANGELA M. MICHAEL»
SCOTT TAGGART*
DEBORAH K. CURRAN±
LAURA H.G. O'SULLIVAN±
STEPHANIE H. HURLEY±
JASON BROOKS^

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 401
145 HUGUENOT STREET
NEW ROCHELLE, NY 10801
(914)-636-8900
FAX (914)-636-8901
Also servicing Connecticut

SUITE 302
8101 SANDY SPRING ROAD
LAUREL, MD 20707
(301) 490-3361
FAX (301) 490-1568
Also servicing the District of Columbia
and Virginia

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

* Licensed in PA & NJ
** Licensed in PA & NY
^ Licensed in NY
± Licensed in NJ
» Licensed in PA & WA
*** Licensed in PA, NJ & NY
† Licensed in NY & CT
± Licensed in MD & DC
± Licensed in MD
+ Managing Attorney for NY
* Managing Attorney for MD

January 30, 2008

Glenn M. Lansberry
403 Ogden Avenue
Clearfield, PA 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Consumer Discount Company
vs. Glenn M. Lansberry and Barbara L. Lansberry
CCP, Clearfield County, No. 07-913-CD
Premises: 403 Ogden Avenue, Clearfield, PA 16830

Dear Glenn M. Lansberry:

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

Very truly yours,

Maleekah Wiltbanks, Legal Assistant to
McCabe, Weisberg and Conway, P.C.

/mwi
Enclosure

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER
RETURN RECEIPT REQUESTED

7005 1820 0002

9278 9253
Exhibit A

This is a communication from a debt collector.

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

Complete by Typewriter, Ink, or Ball Point Pen

REAL ESTATE SALE

REAL ESTATE SALE - LEVY AND POST

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20676

DEPUTY RECEIVED: January 31, 2008

DEFENDANT(S):
GLENN M. LANSBERRY AND BARBARA L. LANSBERRYADDRESS: 403 OGDEN AVENUE
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY *ORDER*

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: ASAP

DATE SERVED, POSTED OR LEVIED: 2-1-08TIME: 7:55 AMNAME OF PERSON SERVED: POSTEDTITLE: 403 OGDEN AVE

WHERE SERVED / POSTED (ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

NO 07-013-60
DEFENDANT(S): GLENN M. LANSBERRY AND BARBARA L. LANSBERRYSERVED, POSTED OR LEVIED ON BY: De HavenNOTES: RECEIVED 10

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company
vs.
Glenn M. Lansberry
and
Barbara L. Lansberry

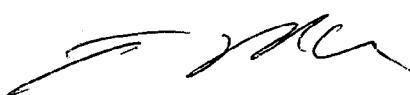
Clearfield County
Court of Common Pleas

Number 07-913-CD

PRAECIPE TO AMENDED PLAINTIFF'S NAME

TO THE PROTHONOTARY:

Kindly Amend Plaintiff's Name from Beneficial Consumer Discount Company d/b/a Beneficial Consumer Discount Company to reflect Beneficial Consumer Company d/b/a Beneficial Mortgage Company of Pennsylvania.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Date: May 21, 2008

FILED *cc*
MAY 28 2008 *Att McCabe*
11:15 AM

William A. Shaw
Prothonotary/Clerk of Courts
(68)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20676
NO: 07-913-CD

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

vs.

DEFENDANT: GLENN M. LANSBERRY AND BARBARA L. LANSBERRY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/15/2007

LEVY TAKEN 10/29/2007 @ 11:07 AM

POSTED 10/29/2007 @ 11:06 AM

SALE HELD 3/7/2008

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/29/2008

DATE DEED FILED 5/29/2008

PROPERTY ADDRESS 403 OGDEN AVENUE CLEARFIELD, PA 16830

SERVICES

FILED
03/30/08
MAY 29 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

2/15/2008 @ SERVED GLENN M. LANSBERRY

SERVED GLENN M. LANSBERRY, DEFENDANT BY REG. & CERT MAIL PER COURT ORDER TO 403 OGDEN AVENUE, CLEARFIELD, PA FORWARDED TO 735 WM CEMETARY ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA SIGNED FOR BY MISSY ROWLES REG MAIL RETD UNCLAIMED 2/5/08.

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

3/6/2008 @ SERVED BARBARA L. LANSBERRY

SERVED BARBARA L. LANSBERRY, DEFENDANT, BY REG & CERT MAIL TO 403 OGDEN AVENUE, CLEARFIELD, PENNSYLVANIA. CERT #70060810000145073749. SIGNED FOR BY BARBARA LANSBERRY.

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

1/23/2008 @ 2:46 PM SERVED GLENN M. LANSBERRY

SERVED GLENN M. LANSBERRY, DEFENDANT, AT HIS RESIDENCE 735 CEMETERY ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GLENN M. LANSBERRY

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

2/27/2008 @ SERVED BARBARA L. LANSBERRY

SERVED BARBARA L. LANSBERRY, DEFENDANT, BY REG & CERT MAIL TO 106 NORTH SECOND STREET, APT. 2A, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #700608100001450736888 CERT. MAIL SIGNED FOR BY BARBARA LANSBERRY.

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

@ SERVED

NOW, JANUARY 2, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 4, 2008 TO MARCH 7, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20676

NO: 07-913-CD

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

VS.

DEFENDANT: GLENN M. LANSBERRY AND BARBARA L. LANSBERRY

Execution REAL ESTATE

SHERIFF RETURN

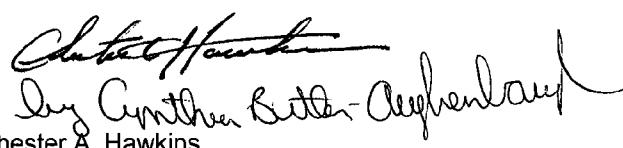
SHERIFF HAWKINS \$288.62

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

Beneficial Consumer Discount Company d/b/a
Beneficial Consumer Discount Company

Plaintiff

v.

Glenn M. Lansberry and Barbara L. Lansberry

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 07-913-CD

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:
403 Ogden Avenue, Clearfield, PA 16830

Amount Due	\$ 69,075.24
Interest from 10/12/2007 to DATE OF SALE @ \$11.35 per diem	\$
Costs	\$
Total	\$

Plus Costs

Dated: 10/15/07
(SEAL)

125.00
Willie L. Hawke
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By
Deputy

Received this writ this 15th day
of October A.D. 2007
At 12:20 A.M. P.M.

Chester A. Hawke
Sheriff by *Amber Butler - Aughenbaugh*

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ON THE NORTH by Lot No. 98; on the South by Lot No. 94; on the East by Ogden Avenue and on the West by a public alley, and having a frontage on Ogden Avenue of Fifty (50) feet and extending back to said alley One Hundred Seventy-two (172) feet, and known in the General Plan of Hatt's Addition to the Borough of Clearfield as Lot No. 95, Block "E".

HAVING THEREON ERECTED a dwelling house.

BEING KNOWN AS 403 Ogden Avenue, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-2-K8-225-56.

BEING THE SAME PREMISES which First Church of the Nazarene of Clearfield, and Wanda Hoover, Carrie Spencer and Pastor George Stratton, all Officers of the First Church of the First Church of the Nazarene of Clearfield, by Deed dated September 4, 2004 and recorded September 16, 2004 in the Office of the Recorder of Deeds in and for Clearfield County as Instrument No. 200415157, granted and conveyed unto Glenn M. Lansberry and Barbara L. Lansberry, husband and wife, as tenants by the entireties.

UNDER AND SUBJECT to, and together with, any and all covenants, easements, restrictions, reservations, exceptions, and rights of way of record.

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 THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, 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 HERETO TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GLENN M. LANSBERRY

NO. 07-913-CD

NOW, June 09, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 07, 2008, I exposed the within described real estate of Glenn M. Lansberry And Barbara L. Lansberry to public venue or outcry at which time and place I sold the same to **BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA** he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.62
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	20.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$288.62

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	69,075.24
INTEREST @ 11.3500 %	1,668.45
FROM 10/12/2007 TO 03/07/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$70,783.69

COSTS:

ADVERTISING	527.38
TAXES - COLLECTOR	404.80
TAXES - TAX CLAIM	1,301.49
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	288.62
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,003.29

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

CHESTER A. HAWKINS, Sheriff

Beneficial Consumer Discount Company : CLEARFIELD COUNTY
d/b/a Beneficial Consumer Discount Company : COURT OF COMMON PLEAS
v. :
Glenn M. Lansberry : NUMBER 07-913-CD
and :
Barbara L. Lansberry :
:

ORDER

AND NOW, this 22nd day of January, 2008, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant, Glenn M. Lansberry, by regular mail; by certified mail, return receipt requested; and by posting addressed to the Defendant's last-known address and mortgaged premises known in this herein action as of 403 Ogden Avenue, Clearfield, PA 16830.

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

BY THE COURT:

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

/S/ Fredric J Ammerman

JAN 22 2008

J.

Test.

William J. Ammerman
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:

BARBARA L. LANSBERRY
403 OGDEN AVENUE
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Barbara Lansberry*

Agent
 Addressee

B. Received by (Printed Name)

Bark Lansberry

Date of Delivery

**D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No****3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number:
(Transfer from service label)**

7006 0810 0001 4507 3749

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 58
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	
BARBARA L. LANSBERRY 403 OGDEN AVENUE CLEARFIELD, PA 16830	
PS Form 3800, June 2002 See Reverse for Instructions	

PS Form 3800, June 2002

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:

BARBARA L. LANSBERRY
106 NORTH SECOND STREET, APT. 2A
CLEARFIELD, PA 16830

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 3688

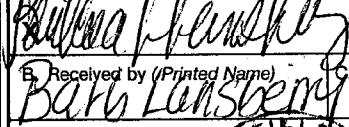
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressee

B. Received by (Printed Name)

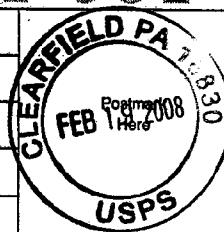
C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below No**3. Service type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage	\$ 58
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. BARBARA L. LANSBERRY
106 NORTH SECOND STREET, APT. 2A
City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, June 2002

See Reverse for Instructions

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

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
LISA L. WALLACE†
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ANDREW L. MARKOWITZ
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STEPHANIE H. HURLEY**
ALISA LACHOW-THURSTON ***

SUITE 2080
123 SOUTH BROAD STREET
PHILADELPHIA, PA 19109
(215) 790-1010
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Also servicing Connecticut

SUITE 302
8101 SANDY SPRING ROAD
LAUREL, MD 20707
(301) 490-1196
FAX (301) 490-1568
Also servicing The District of Columbia
and Virginia

* Licensed in PA & NJ
** Licensed in PA & NY
† Licensed in NY
‡ Licensed in NJ
* Licensed in PA & WA
** Licensed in PA, NJ & NY
† Licensed in NY & NJ
‡ Licensed in MD & DC
** Licensed in MD
*** Licensed in VA
* Managing Attorney for NY
** Managing Attorney for MD

January 2, 2008

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

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

Re: Beneficial Consumer Discount Company d/b/a Beneficial Consumer Discount Company
vs.
Glenn M. Lansberry and Barbara L. Lansberry
Clearfield County; Court of Common Pleas; No. 07-913-CD
Premises: 403 Ogden Avenue, Clearfield, PA, 16830

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the January 4, 2008 Sheriff's Sale. I am requesting at this time that you postpone this matter to the March 7, 2008 Sheriff's Sale.

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

Very truly yours,

Denise Williams
Legal Assistant

/dw

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

C. Richardson
SIGNATURE

1-2-08
DATE

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