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William A. Shaw
Prothonotary/Clerk of Courts

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SHAW
1 SENT TO AHH

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

Clearfield County
Court of Common Pleas

Number **2007-1902-CD**

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

Dave Meholic
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CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Johnny C. Twoey, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 110 Water Street, Osceola Mills, PA 16666.

3. On 12/20/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200120544.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 110 Water Street, Osceola Mills, PA 16666.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/26/2007 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.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 37,722.20
Interest through 10/15/2007 (Plus \$ 14.97 per diem thereafter)	\$ 5,250.69
Attorney's Fee	\$ 1,886.11
Corporate Advances	\$ 481.53
Title Search	\$ 200.00
GRAND TOTAL	\$ 45,540.53

7. 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.

8. 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 Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$45,540.53, together with interest at the rate of \$14.97 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 PA.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

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200120544
RECORDED ON
Dec 21, 2001
12:49:11 PM
Total Pages: 8
RECORDING FEES - \$21.00
RECORDER
COUNTY IMPROVEMENT FUND \$1.00
RECORDER IMPROVEMENT FUND \$1.00
STATE UNIT TAX \$0.50
TOTAL \$23.50
CUSTOMER
BENEFICIAL CONS DISC CO

711806 -00-539025

MORTGAGE

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

THIS MORTGAGE is made this day 20TH of DECEMBER 2001, between the Mortgagor, JOHNNY C. TWOEY, NOT STATED

(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 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 41,262.71, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 20, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 20, 2016;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THEBOROUGH OF OSCEOLA IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/24/1996 AND RECORDED 11/14/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1802

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CONTINUED ON ATTACHED EXHIBIT A

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Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JOHNNY C. TWOEY

-Borrower

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:
1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686

On behalf of the Lender. By: LINDA S. MILLER Title: SALES ASSISTANT
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, STEPHEN C. BRACKBILL a Notary Public in and for said county and state, do hereby
certify that JOHNNY C. TWOEY, NOT STATED

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

Given under my hand and official seal, this 20TH day of DECEMBER, 20 01.

My Commission expires:

Stephen C. Brackbill

Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)

1067 PENNSYLVANIA AVENUE, TYRONE, PA. 16686
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

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McCABE, WEISBERG, CONWAY, P.C.

BY: Terrence J. McCabe, Esquire

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
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v.

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

Clearfield County
Court of Common Pleas

Number 2007-1902-CD

FILED
m/11:07/08
FEB 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

**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 d/b/a Beneficial Mortgage Company of Pennsylvania, 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, its 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 November 20, 2007, plaintiff commenced this action in mortgage foreclosure against defendant, Johnny C. Twoey, mortgagors and last owners of record of the subject property located at 110 Water Street, Osceola Mills, PA 16666.

2. Subsequently, on December 4, 2007, personal service of plaintiff's Complaint was made on defendant, Johnny C. Twoey, at the Clearfield County Sheriff's Office.


3. Notwithstanding such service, the Sheriff's office has failed to file with the Office of the Prothonotary a return of said service.

4. 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.

5. 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.

6. Accordingly, plaintiff hereby requests the Court to enter an Order directing the Office of the Sheriff, its officers, deputies and agents, to complete and file with the Prothonotary a return of service 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 in accordance with Pa.R.C.P. 405(a).



TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

v.

Number 2007-1902-CD

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

**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 service on defendant, Johnny C. Twoey, personally on December 4, 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 defendant 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.

An appropriate form of Order is attached hereto.

A handwritten signature in black ink, appearing to read 'T. McCabe', is written over a horizontal line.

TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

Clearfield County
Court of Common Pleas


Number 2007-1902-CD

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing motion pursuant to rule 405(a) Pa R.C.P. for an order directing sheriff's office to file a return of service, by United States Mail, first class, postage prepaid, on the 19th day of February, upon the following:

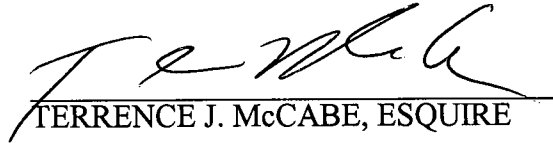
Sheriff of Clearfield County
230 East Market Street
Clearfield, PA 16830

Office of Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830


TERRENCE J. McCABE, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. McCABE, ESQUIRE

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

v.

Number 2007-1902-CD

Johnny C. Twoey
110 Water Street
Osceola Mills, PA, 16666

ORDER

AND NOW, this 21st day of February, 2008, 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 setting forth the personal service completed on December 4, 2007, by no later than three days from the date of this ORDER.

Frederick J. Zimmerman
J.

ORIGINAL

FILED
01/31/38
FEB 21 2008

2cc
Atty McCabe
William A. Shaw
Prothonotary/Clerk of Courts
ICC Sheriff
(without memo)

(CR)

FILED

FEB 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/21/08

☒ 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 # 103463
NO: 07-1902-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: JOHNNY C. TWOEY

SHERIFF RETURN

NOW, December 04, 2007 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON JOHNNY C. TWOEY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN TWOEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED
01/17/08
FEB 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	7322	10.00
SHERIFF HAWKINS	MCCABE	7322	38.40

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

FILED *Atty. d. 20.00*
m/2:00/
MAR 05 2008 *ICC @ Notice to Def.*
ICC @ Statement to Atty
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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

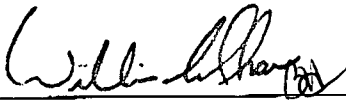
Kindly enter judgment by default in favor of Plaintiff and against Defendant, Johnny C. Twoey in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$ 45,540.53
Interest 10/16/2007 to 03/05/2008 @ \$14.97 per diem	\$ 2,125.74
Costs	\$
Total	\$ 47,666.27

McCABE, WEISBERG, AND CONWAY, P.C.
BY: 
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 5th day of March, 2008, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Johnny C. Twoey, and damages are assessed in the amount of \$47,666.27, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

AFFIDAVIT OF NON-MILITARY SERVICE

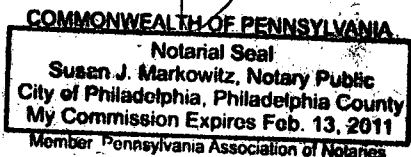
COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant, Johnny C. Twoey, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Johnny C. Twoey, is over eighteen (18) years of age, and resides as follows:

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th DAY
OF MARCH 2008.

NOTARY PUBLIC



McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-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 address of the Defendant is:

Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 4th DAY

OF MARCH 2008.


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
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, 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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-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 Defendant that judgment would be entered against him 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 4th DAY

OF MARCH, 2008.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

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

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
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

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

**William A. Shaw
Prothonotary**

February 12, 2008

To: Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

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

vs.

Johnny C. Twoey

Clearfield County
Court of Common Pleas

Number 2007-1902-cd

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

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

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 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

DATE: March 4, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

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

OPY

William A. Shaw
Prothonotary

To: Johnny C. Twoey
110 Water Street
Osceola Mills, PA 16666

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

v.

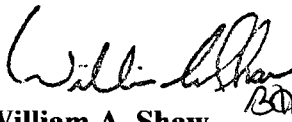
Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

NOTICE

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

 3/5/08
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.

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

COPY

Beneficial Consumer Discount Company
Beneficial Mortgage Company of Pennsylvania
Plaintiff(s)

No.: 2007-01902-CD

Real Debt: \$47,666.27

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Johnny C. Twoey
Defendant(s)

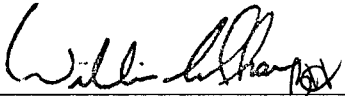
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 5, 2008

Expires: March 5, 2013

Certified from the record this 5th day of March, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

FILED *Atty pd \$20.00*
MAR 05 2008 *1cc @ 6 w/its*
W/prop. desc.
William A. Shaw *to Sheriff*
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION – Mortgage Foreclosure

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 2007-1902-CD

To the Prothonotary:
Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Johnny C. Twoey, defendant, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Johnny C. Twoey, defendant
 - 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)*

110 Water Street, Osceola Mills, PA 16666

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due	\$ 47,666.27
Interest from 03/06/2008 to DATE OF SALE	
@ \$7.84 per diem	\$
Costs	\$
Total	\$

Plus Costs
Prothonotary costs

125.00

DATE: March 4, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

LEGAL DESCRIPTION

ALL THOSE TWO (2) CERTAIN parcels or lots of land situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on the South side of Water Street at the corner of the James Stoddart lot; thence by Stoddart in a southerly course at right angles to Water Street Forty (40) feet to Moshannon Creek; thence northeasterly along the bank of the creek Twenty-eight (28) feet to a post; thence in a northerly course Forty (40) feet to post on South side of Water Street; thence by Water Street southwesterly Twenty-eight (28) feet to BEGINNING.

THE SECOND THEREOF: BEGINNING at corner of Hammond Lot on the South side of Water Street; thence along Hammond in a southerly direction at right angles to Water Street Forty (40) feet to Moshannon Creek; thence along creek Seventy-two (72) feet; thence North Forty (40) feet to Water Street; thence along Water Street Seventy-two (72) feet to BEGINNING.

HAVING THEREON ERECTED a dwelling house known as 110 Water Street, Osceola Mills, PA 16666.

BEING TAX PARCEL NOS. 16-013-378-00090 AND 16-013-378-00091.

EXCEPTING AND RESERVING all the exceptions and reservations as contained in the chain of title.

BEING THE SAME PREMISES which Jerry A. Lese, by Deed dated October 24, 1996 and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1802, Page 416, granted and conveyed unto Johnny C. Twoey.

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.)

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

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Johnny C. Twoey

Defendant

Attorneys for Plaintiff

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No. 2007-1902-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 Praeipe for the Writ of Execution was filed the following information concerning the real property located at: 110 Water Street, Osceola Mills, PA 16666, 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

Johnny C. Twoey

110 Water Street
Osceola Mills, PA 16666

2. Name and address of Defendants in the judgment:

Name

Address

Johnny C. Twoey

110 Water Street
Osceola Mills, PA 16666

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	1067 Pennsylvania Avenue Tyrone, PA 16686
--	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	PO Box 8621 Elmhurst, IL 60126
--	-----------------------------------

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	5701 East Hillsborough Avenue Tampa, FL 33610
--	--

David C. Mason	409 North Front Street, PO Box 28 Philipsburg, PA 16866
----------------	--

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	110 Water Street Osceola Mills, PA 16666
------------------	---

Commonwealth of PA
Department of Public Welfare

P.O. Box 2675
Harrisburg, PA 17105

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Square
Department #280601
Harrisburg, PA 17128

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

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

Rick Redden - Director
Clearfield County Domestic
Relations Office

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

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

Internal Revenue Service
Federated Investors Tower

1001 Liberty Avenue, Ste 1300
Pittsburgh, PA 15222

Commonwealth of PA
Dept of Revenue Bureau of
Compliance /Sheriff's Sales

Department 281230
Harrisburg, PA 17128-1230

8. Name and address of Attorney of record:

None.

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: March 4, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

LEGAL DESCRIPTION

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THE FIRST THEREOF: BEGINNING at a point on the South side of Water Street at the corner of the James Stoddart lot; thence by Stoddart in a southerly course at right angles to Water Street Forty (40) feet to Moshannon Creek; thence northeasterly along the bank of the creek Twenty-eight (28) feet to a post; thence in a northerly course Forty (40) feet to post on South side of Water Street; thence by Water Street southwesterly Twenty-eight (28) feet to BEGINNING.

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HAVING THEREON ERECTED a dwelling house known as 110 Water Street, Osceola Mills, PA 16666.

BEING TAX PARCEL NOS. 16-013-378-00090 AND 16-013-378-00091.

EXCEPTING AND RESERVING all the exceptions and reservations as contained in the chain of title.

BEING THE SAME PREMISES which Jerry A. Lese, by Deed dated October 24, 1996 and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1802, Page 416, granted and conveyed unto Johnny C. Twoey.

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.)

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIR, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

CERTIFICATION

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

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

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

McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIR, ESQUIRE
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

COPY

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 2007-1902-CD

Commonwealth of Pennsylvania :
: SS.
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:
110 Water Street, Osceola Mills, PA 16666

Amount Due \$ 47,666.27

Interest from 03/06/2008 to DATE OF SALE

@ \$7.84 per diem \$

Costs \$

Total \$

Plus Costs

Prothonotary costs

Dated: 3/5/08
(SEAL)

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

By: _____
Deputy

LEGAL DESCRIPTION

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FILED 1cc Atty
m/10.55cm Gaird
MAR 28 2008

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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

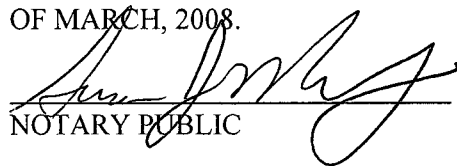
AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 21st day of March, 2008, 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 21ST DAY
OF MARCH, 2008.

NOTARY PUBLIC



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

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Marg Gaird

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

McCABE, WEISBERG AND CONWAY, P.C.

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

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Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

Johnny C. Twoey

Defendant

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No. 2007-1902-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 110 Water Street, Osceola Mills, PA 16666, 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

Johnny C. Twoey

**110 Water Street
Osceola Mills, PA 16666**

2. Name and address of Defendants in the judgment:

Name

Address

Johnny C. Twoey

**110 Water Street
Osceola Mills, PA 16666**

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	1067 Pennsylvania Avenue Tyrone, PA 16686
--	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	PO Box 8621 Elmhurst, IL 60126
--	-----------------------------------

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	5701 East Hillsborough Avenue Tampa, FL 33610
--	--

David C. Mason	409 North Front Street, PO Box 28 Philipsburg, PA 16866
----------------	--

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	110 Water Street Osceola Mills, PA 16666
------------------	---

Exhibit A

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

8. Name and address of Attorney of record:

None.

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: March 4, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

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McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
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Attorneys for Plaintiff

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

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

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2007-1902-CD

DATE: March 21, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): JOHNNY C. TWOEY

PROPERTY: 110 Water Street, Osceola Mills, PA 16666

IMPROVEMENTS: Dwelling House

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, MAY 2, 2008, at 10:00 a.m.** in the Sheriff's Office, at 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: Fiona Burns - 33420

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

Affix
 (if issue
 of return
 copies,
 return
 date)

Article Number

Postage

Fee
 Cal

1 HSBC V. TWOEY - 33420

Beneficial Consumer Discount Company
 d/b/a Beneficial Mortgage Co. of PA
 1067 Pennsylvania Avenue
 Tyrone, PA 16686

Beneficial Consumer Discount Company
 d/b/a Beneficial Mortgage Co. of PA
 PO Box 8621
 Elmhurst, IL 60126

Beneficial Consumer Discount Company
 d/b/a Beneficial Mortgage Co. of PA
 5701 East Hillsborough Avenue
 Tampa, FL 33610

David C. Mason
 409 North Front Street, PO Box 28
 Phillipsburg, PA 16866

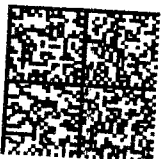
Tenant/Occupants
 110 Water Street
 Osceola Mills, PA 16666

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

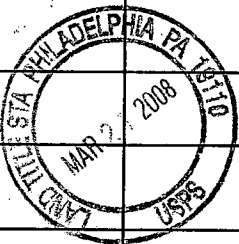
Commonwealth of Pennsylvania
 Inheritance Tax Office
 1400 Spring Garden Street
 Philadelphia, PA 19130

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

Department of Public Welfare
 TPL Casualty Unit
 Estate Recovery Program
 Willow Oak Building
 P.O. Box 8486
 Harrisburg, PA 17105-8486



UNITED STATES POSTAGE
 02 1A
 0004605770
 \$04.550
 MAR 21 2008
 MAILED FROM ZIP CODE 19109
 PRINCE ROWES



Exhibit

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20742

NO: 07-1902-CD

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

vs.

DEFENDANT: JOHNNY C. TWOEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/5/2008

LEVY TAKEN 3/18/2007 @ 11:00 AM

POSTED 3/18/2008 @ 11:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 6/4/2008

DATE DEED FILED **NOT SOLD**

DETAILS

3/18/2008 @ 11:03 AM SERVED JOHNNY C. TWOEY

SERVED JOHNNY C. TWOEY, DEFENDANT, AT HIS RESIDENCE 108 & 110 WATER STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIDGET NIPPLE, GIRLFRIEND

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

@ SERVED

NOW, APRIL 14, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 2, 2008 BECAUSE THERE IS NOT ENOUGH EQUITY TO TAKE THE PROPERTY TO SALE.

FILED

JUN 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20742

NO: 07-1902-CD

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

vs.

DEFENDANT: JOHNNY C. TWOEY

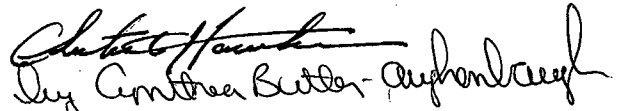
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$195.30

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

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 Mortgage Company of Pennsylvania
Plaintiff

v.

Johnny C. Twoey
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 2007-1902-CD

Commonwealth of Pennsylvania :
: SS.
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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Amount Due \$ 47,666.27

Interest from 03/06/2008 to DATE OF SALE

@ \$7.84 per diem \$

Costs \$

Total \$ Plus Costs

Prothonotary costs

Dated: 3/5/08
(SEAL)

125.00
William L. [Signature]
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Received this writ this 5th day
of March A.D. 2008
At 2:00 A.M./P.M.

By: _____
Deputy

Christopher A. Hawkeis
Sheriff Jay Andrew Butler-Aughenbaugh

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**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHNNY C. TWOEY

NO. 07-1902-CD

NOW, June 04, 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 May 02, 2008, I exposed the within described real estate of Johnny C. Twoey to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	20.20
LEVY	15.00
MILEAGE	20.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.90
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$195.30

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	47,666.27
INTEREST @ 7.8400	446.88
FROM 03/06/2008 TO 05/02/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$48,133.15

COSTS:

ADVERTISING	466.18
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	195.30
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$912.48

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

CHESTER A. HAWKINS, Sheriff

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

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

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 JOSEPH F. RIGA* - PA & NJ

* Licensed in PA & NJ
 ** Licensed in PA & NY
 * Licensed in NY
 * Licensed in NJ
 * Licensed in PA & NJ
 *** Licensed in PA, NJ & NY
 † Licensed in NY & CT
 * Licensed in MD & DC
 * Licensed in MD
 - Managing Attorney for NY
 ‡ Managing Attorney for MD

April 14, 2008

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

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
 vs. Johnny C. Twoey
 CCP, Clearfield County, No. 2007-1902-CD
 Premises: 110 Water Street, Osceola Mills, PA 16666

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the May 2, 2008, Sheriff's Sale. I am requesting at this time that you stay this sale. Beneficial has decided that there is not enough equity to take the property to sale.

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

Very truly yours,

Aisha N. Glenn
 Legal Assistant

/s/arg

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

C.D.
 SIGNATURE

4-15-08
 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.*