

08-415-CD

B&A Develp. Vs K. Lansberry al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

B & A DEVELOPMENT COMPANY,

Plaintiff

No. 08-415-CD

vs.

Action In Mortgage Foreclosure

KEITH LANSBERRY and
MELISSA LANSBERRY,

Defendants

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 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 or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOU LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone (814) 765-2641 Ext. 5982

Herbert P. Henderson, II
Attorney for Plaintiff
I.D.# 56304

pd \$95.00
acc Shlf
m/ 1/3 Sum acc Att'y.
MAR 10 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

B & A DEVELOPMENT COMPANY,

Plaintiff

:

No.

vs.

:

Action In Mortgage Foreclosure

KEITH LANSBERRY and
MELISSA LANSBERRY,

Defendants

COMPLAINT

1. Plaintiff, B & A Development Company, is a Pennsylvania business having its principle office located at 415 Bailey Lane, Boalsburg, Pennsylvania 16827.
2. Defendants, Keith Lansberry and Melisaa Lansberry, are adult individual who currently resides at 1827 Veterans Street, P. O. Box 4, Beccaria, Pennsylvania 16616.
3. This action is based upon a mortgage dated January 4, 2002, which mortgage was executed by the Defendants through Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, at Instrument Number 200613770, and assigned to B & A Development Company on or about August 18, 2006, and recorded in the Recorder of Deeds in and for Clearfield County, Pennsylvania, at Instrument Number 200614410, on August 25, 2006. Said mortgage and assignment are attached hereto and marked as Exhibit "A", incorporated and by reference.
4. The Defendants are not in the military service of the United States of America or any or its allies.
5. The premises subject to said mortgage is located at 1827 Veterans Street, Beccaria, Clearfield County, Pennsylvania 16616.
6. The said mortgage is in default and subject to foreclosure because the Defendant has failed to pay when due, with no payments being made since December 16, 2002.
7. In accordance with the terms and conditions on the Note and Mortgage, the principal debt has become due and payable and recoverable immediately together with all interest due thereon with reasonable attorney fees and costs of suit.

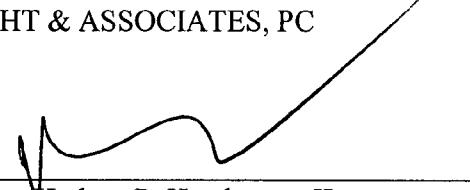
8. The amount due on said mortgage as of January 1, 2008 is computed as follows:

A. Principal Balance -	\$ 8,285.09
B. Delinquent Interest-	\$ 7,014.73
(per diem \$5.04 1/4/02 – 1/1/08)	
C. 5 % Attorney Fees -	\$ 414.25
Total Costs Due -	\$15,714.07

9. The requirements of Act 6 of 1974, and Act 91 of 1983, as applicable, have been fulfilled and Attached herein are Exhibits "B" incorporated herein by reference.

WHEREFORE, the Plaintiff demands judgment in the sum of \$15,714.07, together with all costs interests, escrows, late charges and reasonable attorney fees, and for the foreclosure and sale of the premises.

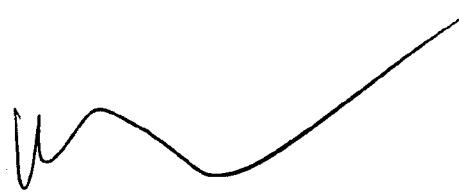
PECHT & ASSOCIATES, PC

By: 

Herbert P. Henderson, II
Attorney for Plaintiff
55 West High Street
Elizabethtown, PA 17022
(717) 367-2800
I.D. # 56304

VERIFICATION

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to law deposes that he is the attorney for the Plaintiff, B & A Development Company, in the within matter; that said Plaintiff cannot make the Verification to this Complaint because a Verification cannot be obtained at present, that he has made diligent inquiry of the Plaintiff and upon the information received believes the facts set forth to be true.

A handwritten signature in black ink, appearing to read "Herbert P. Henderson, II". The signature is fluid and cursive, with a prominent initial 'H' and a 'P' following it.

Herbert P. Henderson, II

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
B & A DEVELOPMENT CO

Instrument Number - 200613770
Recorded On 8/17/2006 At 10:38:18 AM
* Instrument Type - MORTGAGE
* Total Pages - 9
Invoice Number - 153574
* Mortgagor - LANSBERRY, KEITH
* Mortgagee - BENEFICIAL CONS DISC CO
* Customer - B & A DEVELOPMENT CO

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

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



Karen J. Starck

Karen L. Starck
Recorder of Deeds

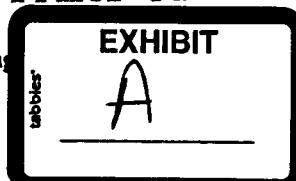
THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change.

Address and may not be reflected on this page.



711806

MORTGAGE

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

THIS MORTGAGE is made this day 4TH of JANUARY 2002, between the Mortgagor, KEITH LANSBERRY AND MELISSA LANSBERRY, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 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 \$ 8,285.09, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 4, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 4, 2007;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA. BEING MORE FULLY DESCRIBED AS FOLLOWS: GULICH TOWNSHIP, BEING MORE FULLY DESCRIBED IN A DEED DATED 11/05/1998 AND RECORDED 11/06/1998, AMONG THE LAND RECORDS OF THE COUNTY AND STATE

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CONTINUED ON ATTACHED EXHIBIT A

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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 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.

Keith Lansberry
KEITH LANSBERRY - Borrower

Melissa Lansberry
MELISSA LANSBERRY - 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 *Linda 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 KEITH LANSBERRY AND MELISSA LANSBERRY, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that They 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 4th day of JANUARY, 2002.

My Commission expires:

St Br
Notary Public

Notarial Seal
Stephen C. Brackbill, Notary Public
Tyrone Boro, Blair County
My Commission Expires June 2, 2005
Member, Pennsylvania Association of Notaries

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)

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

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EXHIBIT A (PAGE 1)

SET FORTH ABOVE IN DEED VOLUME 1983 AND PAGE 408. TAX MAP
OR PARCEL ID NO. 118-K16-12



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LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
1067 PENNSYLVANIA AVENUE
TARENTINE PA 16686

BORROWERS (called "You", "Your")

LANSBERRY, KEITH A

SS# 211666953

LANSBERRY, MELISSA A

SS# 279866551

PO BOX 4

ROUTE 729

BECCARIA PA 16616

LOAN NO: 711806-539215

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
01/04/2002	02/04/2002	SAME DAY OF EACH MONTH	01/04/2007	22.194 %
		AMOUNT FINANCED	PRINCIPAL	
		\$ 8,285.09	\$ 8,285.09	
			FEES	OFFICIAL FEES
			\$.00	\$ 50.00
LIFE INS PREMIUM	DISABILITY INS PREMIUM			
\$ 192.71	\$ 592.73			
FIRST INSTALLMENT	MONTHLY INSTALLMENT			TERM PERIOD
\$ 229.74	\$ 229.74			60

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for your loan described below, you agree to pay us, the Principal and Interest computed at the Contract Rate (as stated on page one). Principal is Amount Financed, plus The Fee. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to any Late Charges, then to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan, the date on which Interest begins, payment dates, and effective date of insurance purchased are postponed by the number of days from this contract's date to date you receive this loan.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay your loan at any time. If you fully prepay before the final due date, the Points are fully earned when this loan is made, and you will not receive a refund of that part of the Finance Charge consisting of Points.

LATE CHARGE. If you don't pay any payment in full in 10 days after it's due, you will also pay 5% of the unpaid amount of such payment.

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

SECURITY. There is a mortgage on your real estate, located at your address shown on page one, unless a different address is stated. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

DEFAULT. If you don't pay on time or fail to keep any required insurance in force, or if permitted in the event of default under the Mortgage, (1) all your payments may become due at once and, (2) without notifying you before bringing suit, we may sue you for the entire unpaid balance of Principal and accrued Interest and (3) any judgment in our favor may include our reasonable attorney's fee and court costs as determined by the court. You agree that, should we obtain judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Federal law. You agree to pay interest on any judgment at the Contract Rate.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

OPTIONAL INSURANCE. Optional credit insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan is made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as Section 1735f-7a, Title 12, United States Code (USC).

If you do not pay the full amount of an instalment when it is due, and we intend to foreclose on the Mortgage, we must comply with the provisions of Section 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Assistance Act (Act No. 91 of 1983).

ANY ADVANCE OF FUNDS PURSUANT TO THIS LOAN REPAYMENT AND SECURITY AGREEMENT AND THE MORTGAGE WHICH SECURES THE AGREEMENT MAY, IN THE EVENT OF ANY DEFAULT, RESULT IN THE LOSS OF YOUR HOME OR OTHER REAL PROPERTY PLEDGED AS SECURITY FOR YOUR LOAN.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Kurt L. Lonsbury (SEAL)

Melissa Lonsbury (SEAL)

(SEAL)

WITNESS:

John D. Brown



CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200614410
Recorded On 8/25/2006 At 3:04:01 PM

***RETURN DOCUMENT TO:**
B & A DEVELOPMENT COMPANY

* Instrument Type - ASSIGNMENT

* Total Pages - 3

Invoice Number - 154059

* Assignor - BENEFICIAL CONS DISC CO

* Assignee - B & A DEVELOPMENT COMPANY

* Customer - B & A DEVELOPMENT COMPANY

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

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.

Prepared by and after Recording Return to:)
Name:)
Firm/Company: B&A Development Co.)
Address: PO Box 330)
Address 2:)
City, State, Zip: Boalsburg, Pa. 16827)
Phone: 814-880-3132)
)
)
)
Assessor's Property Tax Parcel/Account Number:)
118-K16-12)

-----Above This Line Reserved For Official Use Only-----

ASSIGNMENT OF MORTGAGE

Name and Address of Assignor:
Beneficial Consumer Discount Company D/B/A
Beneficial Mortgage Co. of Pennsylvania
841 Seahawk Circle
Virginia Beach, VA, 23452

Name and Address of Assignee:
B&A Development Company
PO Box 330
Boalsburg, Pa. 16827

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co. of Pennsylvania, "Assignor", whose address is above, does hereby grant, sell, assign, transfer and convey to B&A Development Company, Assignee" whose address is above, all interest of the undersigned Assignor in and to the following described mortgage:

Date of Mortgage: January 4, 2002
Executed by (Mortgagor(s)): Keith Lansberry and Melissa Lansberry

To and in favor of (Mortgagee): Beneficial Consumer Discount Company D/B/A
Beneficial Mortgage Co. of Pennsylvania

Filed of Record: In Book _____, **Page** _____,
Document/Inst. No. 200613770, **of the Public Records**
of Clearfield **County,** Pennsylvania, on _____
August 17, 2006 **(date).**

Property: As described in the Mortgage.
Real estate situated in the Township of Gulich. Parcel #118-K16-12
to secure a certain Promissory Note in the amount of \$8285.09
payable to Mortgagee.

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage.

I CERTIFY THE ADDRESS OF ASSIGNEE IS: P.O. Box 330
BOALSBURG, PA 16827

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Mortgage.

Assignor is the present holder of the above-described Mortgage.

IN WITNESS WHEREOF, this assignment was executed by the undersigned Assignor on this the 18th day of August, 2006

Beneficial Consumer Discount Company D/B/A
Beneficial Mortgage Co. of Pennsylvania

BY: M. R. Gold
TITLE: Vice President, Asst. Secretary

Signed, Sealed and Delivered
in the presence of *these Witnesses* (one of whom may be the Notary):

Sign: Wendy Phillips

Sign: Denise A. White

State of Virginia
City of Virginia Beach

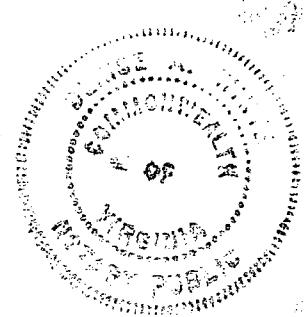
The foregoing instrument was acknowledged before me this August 18, 2006 by M. R. Gold, Vice President, Asst. Secretary of Beneficial Mortgage Co, a Pennsylvania corporation, on behalf of the corporation. He/she is personally known to me or has produced

(type of identification) as identification.

Notary Public

Printed Name: Denise A. White

My Commission Expires:
My Commission Expires April 30, 2007



2005 3110 0003 1394 1794 1787

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

RECEIVED 11-1-07
RECEIVED 11-1-07

OFFICIAL USE

Postage	\$ 0.58	0075
Certified Fee	\$ 2.65	
Return Receipt Fee (Endorsement Required)	\$ 2.15	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 5.38	

Postmark Here

NOV - 1 2007
11/01/2007
USPS

Sent To
MELISSA A. LANSBERRY
Street, Apt. No.,
or PO Box No. **P.O. Box 4, ROUTE 729**
City, State, ZIP+4 **RECCARIA, PA 16616**

PS Form 3800, June 2002
See Reverse for Instructions

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

For delivery information visit our website at www.usps.com

RECEIVED 11-1-07
RECEIVED 11-1-07

OFFICIAL USE

Postage	\$ 0.58	0075
Certified Fee	\$ 2.65	
Return Receipt Fee (Endorsement Required)	\$ 2.15	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 5.38	

Postmark Here

NOV - 1 2007
11/01/2007
USPS

Sent To
KEITH A. LANSBERRY
Street, Apt. No.,
or PO Box No. **P.O. Box 4, ROUTE 729**
City, State, ZIP+4 **RECCARIA, PA 16616**

PS Form 3800, June 2002
See Reverse for Instructions

B&A Development Co.
PO Box 330
Boalsburg, Pa. 16827

7005 3110 0003 1394 1794



U.S.
POSTAL
SERVICE
MAILING
UNIT
16616
00069316

11-25

KEITH A. LANSBERRY

P.O. Box 4, ROUTE 729

BECCARIA, PA
NIXIE

185 50-4 25 11/21/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 16827033030

16827033030 *0396-06260-21-27

CERTIFIED MAIL

B&A Development Co.
PO Box 330
Boalsburg, Pa. 16827

7005 3110 0003 1394 1787

RETURN RECEIPT
REQUESTED

MELISSA A. LANSBERRY
P.O. Box 4, ROUTE 729
BECCARIA, NIXIE 165 1C 1 25 11/21/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

16827033030

16827033030 *0396-06261-21-27

Date: November 1, 2007

ACT 91 NOTICE

TAKE ACTION TO SAVE

YOUR HOME FROM

FORECLOSURE.*

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

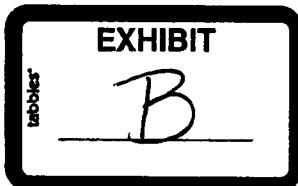
The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397.(Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



HOMEOWNER'S NAME(S): Keith A. Lansberry and Melissa A. Lansberry

PROPERTY ADDRESS: Route 729, Beccaria, Pa. 16616

LOAN ACCT. NO.: 711806-539330

ORIGINAL LENDER: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

CURRENT LENDER/SERVICER: B&A Development Company, PO Box 330, Boalsburg, Pa. 16827

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY
BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE
PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a
temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this
Notice. During that time you must arrange and attend a "face-to-face" meeting with one
of the consumer credit counseling agencies listed at the end of this Notice. **THIS
MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING
YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW
TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR
MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the
consumer credit counseling agency listed at the end of this notice, the lender may NOT
take action against you for thirty (30) days after the date of this meeting. The names,

addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Route 729, Beccaria, Pa. 16616

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 16, 2002 through October 16, 2007, 59 payments X \$229.74 per month = \$13,554.66.

Other charges (explain/itemize): Late charges, 59 payments times \$11.48 per month equals \$677.32

TOTAL AMOUNT PAST DUE:

\$14,231.98

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 14,231.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up

to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 5 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: B&A Development Company

Address: PO Box 330, Boalsburg, Pa. 16827

Phone Number: 814-880-3132

Fax Number: 814-466-2717

Contact Person: Stephen C. Brackbill

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You x may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt,

HEMAP Consumer Credit Counseling Agencies

CLEARFIELD County

Report last updated: 7/17/2007 8:15:36 AM

CCCS of Northeastern PA

202 W. Hamilton Avenue

State College, PA 16801

814.238.3668

800.922.9537

CCCS of Western PA

Royal Remax Plaza

917 A Logan Boulevard

Altoona, PA 16602

888.511.2227

CCCS of Western PA

219.A College Park Plaza

Johnstown, PA 15904

888.511.2227

Indiana Co. Community Action Program

827 Water Street

Box 187

Indiana, PA 15701

724.465.2657

Keystone Economic Development Corp.

1954 Mary Grace Lane

Johnstown, PA 15901

814.535.6556

The NORCAM Group

4200 Crawford Avenue

Suite 200

Northern Cambria, PA 15714

814.948.4444

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103864
NO: 08-415-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: B & A DEVELOPMENT COMPANY
VS.
DEFENDANT: KEITH LANSBERRY and MELISSA LANSBERRY

SHERIFF RETURN

NOW, April 01, 2008 AT 3:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEITH LANSBERRY DEFENDANT AT 1827 VETERANS ST., PO BOX 4, BECCARIA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELISSA LANSBERRY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/3; 00 cm

JUL 02 2008

LM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103864
NO: 08-415-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: B & A DEVELOPMENT COMPANY
vs.
DEFENDANT: KEITH LANSBERRY and MELISSA LANSBERRY

SHERIFF RETURN

NOW, April 01, 2008 AT 3:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELISSA LANSBERRY DEFENDANT AT 1827 VETERANS ST., PO BOX 4, BECCARIA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELISSA 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 # 103864
NO: 08-415-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: B & A DEVELOPMENT COMPANY
vs.
DEFENDANT: KEITH LANSBERRY and MELISSA LANSBERRY

SHERIFF RETURN

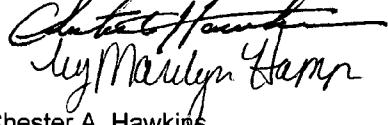
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PECHT	002204	20.00
SHERIFF HAWKINS	PECHT	002204	51.68

Sworn to Before Me This

So Answers,

Day of 2008


Chester A. Hawkins
Sheriff