

**EXHIBIT A
TO THE OBJECTION**

UNITED STATES BANKRUPTCY COURT one DISTRICT OF Wilmington, DE		PROOF OF CLAIM
Name of Debtor IVA M HENRY		Case No: Chapter: Judges Initial: 08-10034 13 bls Trustee: Michael B. Joseph
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. section § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Beneficial Mortgage Co		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: 961 Weigel Drive PO BOX 8606 Elmhurst, IL 60126 Telephone number: 800-679-9896		
*Send payments to HFC at: 1301 E. Tower Road Schaumburg, IL 60173 ATTN: Payment Processing		
Last four digits of account or other number by which creditor identifies debtor: 281705 0014R1		Check here <input type="checkbox"/> replaces if this claim: <input type="checkbox"/> amends a previously filed claim, dated:
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. section § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: Unpaid compensation for services performed from (Date) to (Date)
2. Date debt was incurred: 03/10/92		3. If court judgment, date obtained:
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case file See reverse side for important explanations.		
Unsecured Non-priority Claim \$ <input type="checkbox"/> Check this box is: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or Only part of your claim is entitled to priority.		Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle Other Value of Collateral: \$ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$25574.30
Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is Entitled to priority. Amount entitled to priority \$ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000), * earned within 180 Days before filing of the bankruptcy petition or cessation of the debtor's whichever is earlier - 11 U.S.C. S § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. S § 507(a)(5).		<input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property Or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a) (8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S. C. § 507(a) () Business, * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
5. Total Amount of Claim at Time Case Filed:		\$ 60749.04 60749.04 (unsecured) (secured) (priority) (Total)
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY: DEPT. OF CLERK 2008 JUN 23 AM 9:00
7. Supporting documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. Date-Stamp copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date: 01/16/08	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): kathy gutierrez	583814pxg

961 Weigel Drive
Elmhurst, IL 60126



ITEMIZATION STATEMENT

RE: IVA M HENRY

ACCOUNT #: 281705 0014R1

CASE #: 08-10034

BALANCE OF PRINCIPLE DUE	\$ 25342.24	
TOTAL AMOUNT OF ARREARS	\$4382.01	
PRE-PETITION ARREARS	\$3895.12	
MONTHS DUE FOR	05-07 12-07	
ON GOING PAYMENTS OF	\$486.89	TO BEGIN ON 02-10-08
POST PETITION ARREARS	\$486.89	
MONTHS DUE FOR	01-08	
PRINCIPLE AND INTEREST	\$60749.04	

PRE-PETITION EXPENSES - (COUNSEL, FEES, COST OF FILING SUITE, SERVICE COSTS, FILING COST, COST OF LISTING PROPERTY).

COST OF PROPERTY INSPECTIONS \$12.50	BPO/APPRaisal \$200.00
FORECLOSURE FEES AND COST \$1060.00	NSF FEES \$
PROPERTY TAXES \$20406.68	ESCROW SHORTAGE \$
	FORCED PLACED INSURANCE COVERAGE \$
CURRENT MONTHLY PAYMENT \$486.89	
CURRENT INTEREST RATE 16.000%	



Dear Borrower: Please read these forms and ask any questions you may have. We are using the words I, you and yours to mean all persons signing the Loan Agreement as a Borrower. The words we, us and our refer to Beneficial, the Creditor.

Disclosure of Credit Costs

Creditor:

BENEFICIAL NEW JERSEY INC.
d/b/a Beneficial Mortgage Co.
250 S BROADWAY
PENNSVILLE NJ 08070

Phone Number: (609)678-6101

Account Number: 26749814

Itemization of the AMOUNT FINANCED of \$ 30894.50
 \$ 504.25 Amount Given to you directly by us
 (Check to you)
 \$ 20491.28 Amount paid on your account
 (Net Balance-Prior Account)
 \$ 10854.47 Amount paid to others on your behalf
 (Sum of Items A and B below)
 A. Schedule A Subtotal \$ 9425.22
 B. Schedule B Subtotal \$ 473.75
 \$ 955.50 Prepaid Finance Charge

↓ Your Name & Mailing Address ↓				↓ Residence Address if not the same ↓		
HENRY, IVA M, JAMES W 1110 W 7TH ST WILMINGTON, DE, 19802						
Date of Loan 03/05/92	1st Due Date 04/10/92	Final Due Date 03/10/97	Month. Instals. \$467.78	Final Instal. \$467.78	To be paid in 180 Instalments	All Monthly Instalments are due on the same day of the month as the 1st Due Date.
AMOUNT FINANCED: The amount of credit provided to you or on your behalf. \$30894.50				FINANCE CHARGE: The dollar amount the credit will cost you, if you pay as scheduled. \$53305.90		
TOTAL OF PAYMENTS: The amount you will have paid when you have made all payments as scheduled. \$84200.40				ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate. 16.65 %		
<p>Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. Insurance will not be provided unless you agree to pay the additional cost by signing below. *Annual Cost: If elected, the insurance protection is payable in monthly instalments (See Loan Agreement). Below we are disclosing the Annual Cost of that protection (12 x Monthly Insurance Charge) in compliance with Section 226.4 (d)(11) of Regulation Z issued under the federal Truth-in-Lending Act.</p>						
Type		Annual Cost*	Signature			
Life <input type="checkbox"/> Single <input checked="" type="checkbox"/> Joint		\$ _____	<input type="checkbox"/> I want Single Life Insurance <input type="checkbox"/> I want Single Life and Single Disability Insurance <input checked="" type="checkbox"/> I want Joint Life Insurance <input type="checkbox"/> I want Joint Life and Single Disability Insurance			
Disability		\$ _____	<input type="checkbox"/> I do not want Life Insurance <input checked="" type="checkbox"/> I do not want Disability Insurance By signing below, I confirm the boxes checked are correct.			
Joint Life		See Cost Above Alongside Life	<input checked="" type="checkbox"/> I want Joint Life Insurance _____ First Borrower's Signature _____ Second Borrower's Signature (if applicable)			
<p>Property Insurance: You may obtain property insurance from anyone you want, if you obtain the insurance through us, you will pay the Real Estate Loan Insurance (REL) Premium of \$ _____ (Annual Cost*).</p> <p>Prepayment: If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of any part of the Prepaid Finance Charge included in the Finance Charge.</p> <p>Late Charge: If your payment is late (not paid within 10 days after the due date) you will be charged a late charge equal to 5% of the Monthly Instalment.</p> <p>Security: You are giving us a First Mortgage security interest in your real property which <input type="checkbox"/> is <input checked="" type="checkbox"/> is not being purchased with the proceeds of this loan.</p> <p>You have received an Itemization of the Amount Financed. See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date.</p>						

SCHEDULE A		SCHEDULE B—REAL PROPERTY FEES	
To: Beneficial New Jersey	\$ 1775.38	Recording Fee - Mortgage	\$ 24.00
To: De Alliance Credit	\$ 6029.35	Recording Fee - Cancellation of Mortgage (present)	\$ NONE
To: New Castle Co. Tax Office	\$ 1069.48	Appraisal Fee	\$ 250.00
To: City of Wilmington Tax	\$ 351.01	Title Search Fee	\$ 120.00
To: Pawtucket Insurance	\$ 201.00	Abstract of Title Fee	\$ NONE
To:	\$ NONE	Title Insurance Premium	\$ 79.75
To:	\$ NONE	Cancellation of Mortgage Service Fee	\$ NONE
To:	\$ NONE	Survey Fee	\$ NONE
To:	\$ NONE	Credit Report Fee	\$ NONE
To:	\$ NONE	Schedule B Total (shown as item 2 on Page 1)	\$ 473.75
To:	\$ NONE		
Broker Fee	\$ NONE		
Loan Document Preparation Fee	\$ NONE		
Subtotal Schedule A	\$ 9425.22		
Check to you	\$ 504.25		
Schedule A Total	\$ 9929.47		

BROKER FEE -- If an amount is entered above in Schedule A as a Broker Fee, that Fee has been paid to:

(name)

for services rendered.

(address)

LOAN AGREEMENT

\$ 30894.50	Amount Financed plus	\$ 19.11	Monthly Life Ins. Charge
\$ 955.50	Loan Origination Fee equals	\$ 0.00	Monthly Disability Ins. Charge
\$ 31850.00	ACTUAL AMOUNT OF LOAN	\$ 0.00	Monthly RELI Charge
16.0000	% Per Year - Rate of Charge	\$ 488.89	Monthly Instalment (Monthly Insurance Charges, Interest and Principal)

Rate at which Loan Origination Fee is calculated
3.00 % per day.

PROMISE TO PAY: You promise to pay us the Actual Amount of Loan shown above plus Interest. You will pay a Monthly Instalment on the 1st Due Date and on the same day of every month until the Final Due Date when you will pay the Final Instalment. In any case, the Final Instalment will include the unpaid balance of the Actual Amount of Loan plus Interest that has become due.

INTEREST: The interest is calculated at the time of each payment on the then unpaid balance of the Actual Amount of Loan at the Rate of Charge shown in the box to the right above.

LOAN AGREEMENT (continued)

LOAN ORIGINATION FEE: You will pay a nonrefundable Loan Origination Fee. The Loan Origination Fee is calculated at the rate shown in the top box to the right above on the Actual Amount of Loan for a period of one day only. This day is the day we extend credit to you.

INTEREST AFTER FINAL DUE DATE: If you have not paid the loan in full on the Final Due Date, you will pay interest at the Rate of Charge until payment in full.

LATE CHARGE: We will charge you a Late Charge if you do not pay a Monthly Instalment within 10 days after its due date. The Late Charge is 5% of the Monthly Instalment and may be deducted from any payment made.

PAYMENT IN ADVANCE: You may prepay the loan in full or in part at any time. If you do not repay the loan in full, you will continue to pay Monthly Instalments each month.

PROPERTY INSURANCE: You will keep the Property securing this loan insured against loss by fire or other risks and deliver to us a loss payable endorsement showing us as the "mortgagee".

ADVANCES UNDER MORTGAGE: If we make payment for taxes, assessments, water or other charges or insurance premiums and you do not repay us at once, we may require you to pay interest on this amount at the Rate of Charge. We also may add this amount to the unpaid balance of the Actual Amount of Loan.

COLLECTION EXPENSES: You will pay our attorney's fees and collection expenses to the extent reasonable when we refer this Loan Agreement to an attorney for collection. You also will pay all costs of foreclosure (cutting off your rights to the Property) and sale.

FEE FOR CHECK RETURNED UNPAID: If you give us a check that is returned unpaid, you will pay a fee of 5% of the amount of the check.

DEFAULT: If you fail to make any payment within 30 days after it becomes due or fail to comply with the terms of the Mortgage, we can demand immediate payment of the entire amount you owe.

SECURITY: You are giving us a security interest in your real property — First Mortgage.

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

Witness: Leona G. Perce

Mr. J. M. Henry 3/5/92 (Seal)
Signature of First Borrower

Witness: Michael D. DeLoe

James W. Henry (Seal)
Signature of Second Borrower (if applicable)

Witness: _____

Signature of Third Borrower (if applicable) (Seal)

Witness: _____

Signature of Co-Owner of Property Securing this Loan (if applicable) (Seal)

CREDIT PROTECTION INFORMATION

Credit Life and Disability Protection: The credit life and credit disability protection is written by The Central National Life Insurance Company of Omaha which is affiliated with us. We will not act as agent, broker or fiduciary for you on the loan and we may obtain some benefit from the sale of the credit protection.

PROPERTY PROTECTION INFORMATION

NOTICE TO BORROWER

YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN. IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.

PURCHASE OF PROPERTY PROTECTION THROUGH CREDITOR: Any property protection purchased through us will be written by American Centennial Insurance Company (ACIC) or Wesco Insurance Company (Wesco). One of our employees is an agent of ACIC or Wesco and that employee is not acting as agent, broker or fiduciary for you on this transaction. The agent of ACIC or Wesco, us or an affiliate may realize some benefit from the sale of property insurance.

019948

224160303 233860115

Parcel No.: 26-027.40-222

Prepared: Michele J. Fletcher
Beneficial New Jersey Inc.
d/b/a Beneficial Mortgage Co.
250 South Broadway
Pennsville, New Jersey 08070

Michele J. Fletcher

PAULETTE SULLIVAN MOORE
000000

RECEIVED #33 RECORD ROOM
92 MAY -1 A 10:35.5

PAULETTE SULLIVAN MOORE
000000

92 MAY 5 11:57 AM

MORTGAGE

THIS MORTGAGE, made this 5th day of March, 19 92 between Iva Henry and James W. Henry of 1110 West Seventh Street, County of New Castle (City of Wilmington) and State of Delaware, as Mortgagors, and Beneficial New Jersey Inc. d/b/a Beneficial Mortgage Co.

a Delaware corporation, as Mortgagee.

WHEREAS, Mortgagors are justly indebted to Mortgagee on a certain loan to them, evidenced by a:

- Promissory note or Loan Agreement (hereafter collectively referred to as "Note") in the Actual Amount of Loan of \$ 31,850.00 together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Note.
- Revolving Loan Agreement (Agreement) by which Mortgagee obligates itself to make loans and advances of \$ to Mortgagors up to a Line of Credit of \$

The Note/Agreement signed on the same date as this Mortgage and incorporated into this Mortgage by this reference.

NOW THIS MORTGAGE WITNESSETH, that Mortgagors, for and in consideration of the loan made to Mortgagors by Mortgagee, the receipt of the proceeds of loan being acknowledged by Mortgagors, and for the better securing payment of the same in accordance with the terms of the Note/Agreement, and further to secure the performance of all covenants contained in this Mortgage, do hereby grant and convey unto Mortgagee, its successors and assigns, all that certain piece, parcel or lot of land situated in the County of New Castle, State of Delaware, hereafter identified as the "Property" and more particularly described, as follows: BEGINNING at a point on the Southerly side of Seventh Street at the distance of one hundred feet easterly from the Easterly side of Harrison Street; thence Southerly parallel with Harrison Street one hundred and twenty-eight feet to a corner; thence Easterly parallel with Seventh Street sixteen feet to another corner; thence northerly and parallel with Harrison Street and passing through the middle of the brick division wall between the house on this lot and the house on the lot adjoining on the East, one hundred and twenty-eight feet to the said southerly side of Seventh Street and thence therewith westerly sixteen feet to the place of Beginning. Be the contents that they may.

Legal description of premises continued on attached addendum (A).

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging and all heating, plumbing, lighting fixtures and equipment now or hereafter attached to or used in connection with the Property, and the reversions, remainders, rents, issues and profits of the Property, and also all the estate, right, title, interest and claim whatsoever of Mortgagors.

If this box is checked, this Mortgage is subject to a prior mortgage dated 19... mortgaged by Mortgagors to Mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$... That prior mortgage was recorded in the office of the Recorder of... County, Delaware, on 19... in Mortgage Record... in Vol....

PROVIDED ALWAYS, nevertheless, that if Mortgagors, their heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid, unto Mortgagee, its successors or assigns, the Note/Agreement in accordance with its terms, and shall well and truly perform all of the terms, conditions and covenants of this Mortgage, then and from thenceforth as well, this Mortgage, and the estate hereby granted to Mortgagee by Mortgagors, shall cease, determine and become void and of no effect, anything herein contained to the contrary notwithstanding.

PROVIDED, ALSO, that if Mortgagors default in the payment of the Note/Agreement in accordance with its terms, or in the performance of the covenants and conditions of this Mortgage, then Mortgagee, its successors or assigns, at its option, may declare the entire unpaid balance of the Actual Amount of Loan/Line of Credit at once due and payable, and thereupon may sue out and issue forthwith a writ of Seire Facias on this Mortgage and proceed thereon to judgment, execution, and sale for the collection and recovery of the unpaid balance of the Actual Amount of Loan/Line of Credit, with accrued interest, together with fees, costs, damages and expenses of those proceedings; without further stay, any law, usage, or custom to the contrary notwithstanding.

AND it is further mutually covenanted and agreed by Mortgagors and Mortgagee that:

- Mortgagors shall keep the present buildings and improvements on the Property, and any which may hereafter be erected, insured against fire and such other hazards, in such amount and with such carriers as Mortgagee may approve, and shall deliver all policies and renewals thereof, or copies of the same, to Mortgagee, those policies being assigned by this Mortgage to Mortgagee as additional security for the payment of the Note/Agreement. Failure to keep the buildings and improvements adequately insured, or to keep the policies so payable, or to deliver to Mortgagee the policies or certificates of insurance and renewals thereof, shall entitle Mortgagee, at its option, to obtain appropriate insurance and pay the premiums therefor. Mortgagors shall reimburse Mortgagee for the amounts paid on demand, with interest thereon at the rate set forth in the Note/Agreement, and the amount paid shall be a lien on the Property and be secured by this Mortgage.
- In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan/Line of Credit immediately due and payable.

98a33
3/92/80

3. Mortgagors shall pay all taxes, liens, charges and assessments which may be imposed by law upon the Property, as the same become due and payable. In case default for as long as 30 days in the payment of any such taxes, liens, charges, or assessments shall occur, after the same become due and payable, it shall be lawful for Mortgagee, its successors or assigns, to pay all such amounts with any expenses attending the same. Mortgagors shall reimburse Mortgagee for the amounts paid, on demand, with interest at the rate set forth in the Note/Agreement. The amounts so paid shall be a lien on the Property. Furthermore, the whole amount secured by this Mortgage, if not then due, thereupon, at Mortgagee's option, shall become due and payable immediately.
4. Mortgagors also shall keep all the buildings and other improvements now existing or hereafter erected on the Property in good order and repair to the satisfaction of Mortgagee and shall not do or permit waste.
5. Mortgagors will not assign the rent or any part of the rent of the Property, nor demolish or remove any building now or hereafter erected on the Property or any fixtures or equipment installed thereon, or convey all or any part of the Property without the written consent of Mortgagee, its successors or assigns.
6. If part or all of the Property is condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds and consideration for such acquisition, to the extent of the full amount of the unpaid balance of the Actual Amount of Loan/Line of Credit, are hereby assigned by Mortgagors to Mortgagee, its successors or assigns, and shall be paid forthwith and applied to the loan balance.

Mortgagors expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default under this Mortgage. Mortgagors further agree that should any default be made in the payment of an instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at the time thereafter, at the option of Mortgagee and in accordance with the Note/Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the right of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the rate set forth in the Note/Agreement until paid in full.

Mortgagee shall appoint a receiver for the Property upon commencement of a suit in foreclosure of this Mortgage or a suit in which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any suit. Mortgagee shall make that appointment, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; (4) pay, (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership; and (5) apply the balance, if any, against the Indebtedness.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some other means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee or (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate set forth in the Agreement.

AND it is hereby expressly provided and agreed, that if any action, suit, matter or proceeding be brought for the enforcement of this Mortgage or the Note/Agreement, and if the plaintiff or lien holder in that action, suit or proceeding shall receive judgment in any sum, the plaintiff or lien holder also shall recover, as reasonable counsel fees, 15% of the amount of principal and interest, which counsel fees shall be entered, allowed and paid as part of the decree or judgment in that action, suit or proceeding.

THE covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of:

Teresa A. Shimp-Pie
Michelle [Signature]

Ive Henry (SEAL)
James W. Henry (SEAL)
 ACKNOWLEDGMENT

STATE OF New Jersey)
) ss.:
 COUNTY OF Salem)

BE IT REMEMBERED, that on this 5th day of March, 1992, personally came before me, the subscriber, a Notary Public for the County and State aforesaid, IVE HENRY and JAMES W. HENRY, part les to this Mortgage, known to me personally to be such, and they acknowledged this Mortgage to be their free act and Deed.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

Teresa A. Shimp-Pie
 TERESA A. SHIMP-PIE
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 03/31/95

STATE OF DELAWARE)
) ss.:
 COUNTY OF)

RECORDED in the office for the Recording of Deeds, etc., at _____ in and for the said County of _____ in Mortgage Record _____, Vol. _____, Page _____, etc. the _____ day of _____, 19____.

WITNESS my Hand and Seal of said office.

~~34-2241-60305~~ - 2338 PG 0117

Addendum continuation of legal description of premises covered by mortgage from Iva Henry and James W. Henry, to Beneficial Mortgage Co., March 5, 1992.

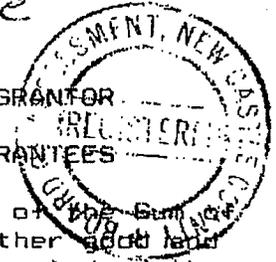
BEING the same premises conveyed to mortgagors herein by Deed from Arthur Hoover Payne, deceased, dated June 16, 1991, recorded June 16, 1991, in the Office of the Recorder of Deeds, in and for New Castle County and State of Delaware.

JWH
JWH

Prepared by R. Steward, DEED, Parcel # 2602740222
41294

THIS DEED made this 9th day of Sept. in the Year of our Lord One Thousand Nine Hundred and Eighty Nine

BETWEEN, ARTHUR H. PAYNE, GRANTOR
and
ARTHUR H. PAYNE & IVA HENRY & JAMES HENRY, GRANTEES



WITNESSETH that for and in Consideration of the sum of ONE DOLLAR +-----+ 1.00, and other good and valuable consideration, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said ARTHUR H. PAYNE & IVA HENRY & JAMES HENRY, as joint tenants and not as tenants in common, with the right of survivorship.

LEGAL DESCRIPTION

ALL that certain lot or piece of land, with the three story brick house thereon erected, now known as No. 1110 West Seventh Street, situate in the City of Wilmington, New Castle County and State of Delaware, bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Seventh Street at the distance of one hundred feet Easterly from the Easterly side of Harrison Street; thence Southerly parallel with Harrison Street one hundred and twenty-eight feet to a corner; thence Easterly parallel with Seventh Street sixteen feet to another corner; thence Northerly and parallel with Harrison Street and passing through the middle of the brick division wall between the house on this lot and the house on the lot adjoining on the East, one hundred and twenty-eight feet to the said Southerly side of Seventh Street and thence therewith Westerly sixteen feet to the place of Beginning. Be the contents thereof what they may.

BR 1325100340
15 00'S
510 26 40 14 02 01 940
30N

PALETTE SOLUTIONS
000000

RECORDED FOR RECORD
92 MAY -4 A 10:34.5

2/98033

IN WITNESS THEREOF, the said parties of the first part have hereunto set their hands and seals this _____ th day of _____ 19____

Sealed and delivered in the presence of

[Handwritten signature]

Arthur D. Payne

State of *NS*
Salem County

Be it Remembered, that on this _____ day of _____ in the Year of our LDRD, One Thousand Nine Hundred and _____ personally came to me

HAROLD TRAYNE JVA HENRY & JAMES HENRY

Parties of the First Part to this Indenture, known to me personally to be such, and have acknowledge this Indenture to be their voluntary act and Deed.

Given under my hand and Seal of Office, the day and year aforesaid

[Handwritten signature]

NOTARY PUBLIC in *NS*
RAYMOND S. STEWARD
my comm exp 1/31/91

Exempt
9c 5/4/92

TRW Real Estate Loan Services
5 Neshaminy Interplex Suite 119
Trevose, PA 19053
(215) 638-0488 (800) 822-3794

VIP MORTGAGE UPDATE & FILING REPORT

ORDER NO: 92021880

DATE ORDERED: 02/18/92

EFFECTIVE AS OF: 03/06/92

CUSTOMER: BENEFICIAL FINANCE CO. - (729171)
NORTH BROADWAY & BEMSON A /P.O. BOX 357
PENNSVILLE, NJ 08070

ATTN:

TELEPHONE: (609) 678-6101

IN RE: HENRY, JAMES W. AND IVA M.
1110 WEST SEVENTH STREET
WILMINGTON, DE 19802

COUNTY: NEW CASTLE

For whom we submitted a VIP Complete Property Report ordered 02/18/92,
which is considered to be part of this report.

Your Deed of Trust/Mortgage was recorded in the NEW CASTLE, DE Public Land
Records, and is further described as follows:

Mortgage made by IVA HENRY & JAMES W. HENRY to BENEFICIAL FINANCE
CO. D/B/A/ BENEFICIAL MORTGAGE CO. in the amount of \$ 31,850.00 dated
03/05/92 and recorded 03/06/92 in BOOK 2241 PAGE 303.

Mortgage made by IVA HENRY AND JAEMS W. HENRY to BENEFICIAL FINANCE
CO. in the amount of \$ 31,850.00 dated 03/05/92 and recorded 03/06/92
in BOOK 2241 PAGE 303.

In searching the Public Land Records since the 02/08/92 Effective Date
of the VIP Complete Property Report identified above we found:

NO CHANGE FROM INFORMATION SUBMITTED PREVIOUSLY.

*** TERMS AND CONDITIONS ***

The Warranty Terms and Conditions contained in your original report shall apply
to this Update Report as if fully contained in this report.

... END OF REPORT

MET