

01-1588-CD  
BENEFICIAL CONSUMER DISCOUNT -vs- DENISE J. WILLIAMS  
COMPANY etal

Attorney for Plaintiff

Number 01-1588-CD

## 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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 51

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

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Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Co. of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8621	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Denise J. Williams	:	
RD 1 Box 215C	:	Number
West Decatur, PA 16878	:	

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Denise J. Williams, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is RD 1 Box 215C, West Decatur, PA 16878.

3. On January 26, 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 as Instrument #200101147.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 215 C, West Decatur, PA 16878.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due April, 2001 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	\$81,290.14
Interest 4/01 through 8/30/01 (Plus \$31.19 per diem thereafter)	\$ 5,616.10
Attorney's Fee	\$ 4,064.51
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$91,520.75

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

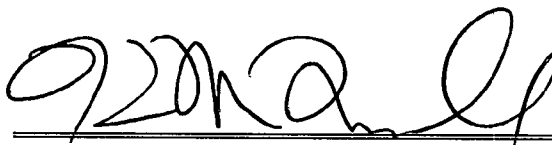
seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular and certified mail.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$91,520.75, together with interest at the rate of \$31.19 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Anthony Cook, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, 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.

A handwritten signature in black ink, appearing to read "Kevin Marshall", written over a horizontal line.

KEVIN MARSHALL

711707-00-507117

## MORTGAGE

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

THIS MORTGAGE is made this day 26TH of JANUARY 2001, between the Mortgagor,  
RICHARD D. WILLIAMS (DECEASED) AND DENISE J. WILLIAMS, 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  
1995 S. ATHERTON ST. STATE COLLEGE, PA 16801  
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 81,290.14 evidenced by ~~Borrower's Loan-Repayment and Security Agreement or Secondary Mortgage Loan Agreement~~ dated JANUARY 26, 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 JANUARY 26, 2031;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS, WARD D, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 11/06/1981 AND RECORDED 11/12/1981, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 822 AND PAGE 185. TAX MAP OR PARCEL ID NO.: 105-M10-29

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\*WC8570514C81MTG7000PA0012810\*\*WILLIAMS

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law 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 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.

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

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

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

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

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

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

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

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

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

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

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

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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.

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.

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18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200101147

RECORDED ON

Jan 29, 2001

11:35:34 AM

RECORDING FEES - \$17.00  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$19.50

CUSTOMER

BENEFICIAL CONS DISC CO



01-07-00 MTG

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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.

*Denise J Williams*

DENISE J WILLIAMS

-Borrower

-Borrower

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender. By: HELENE SHECKLER

*Hele Sheckler*

Title: SA

COMMONWEALTH OF PENNSYLVANIA,

CENTRE

County ss:

I, FRANCIS A. GOSS, JR., a Notary Public in and for said county and state, do hereby certify that  
DENISE J WILLIAMS

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

Given under my hand and official seal, this 26TH day of JANUARY, 2001

My Commission expires:

*Francis A. Goss, Jr.*  
Notary Public

Notarial Seal  
Francis A. Goss, Jr., Notary Public  
Allegheny Twp., Blair County  
My Commission Expires Dec. 29, 2001  
Member, Pennsylvania Association of Notaries

This instrument was prepared by:  
BENEFICIAL-CONSUMER-DISCOUNT-COMPANY, D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

(Name)

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



\*WC9570514C81MTG7000PA0012860\*\*WILLIAMS

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FILED

SEP 24 2001  
09:19 AM  
William A. Shaw  
Prothonotary

McLabe  
PO \$80.00  
1cc Sherry

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

Sheriff Docket # 12115

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**01-1588-CD**

**VS.**

**WILLIAMS, DENISE J.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

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**NOW, MARCH 22, 2002, AT 11:25 AM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, JUNE 7, 2002, AT 10:00 AM.**

**NOW, MARCH 22, 2002, DEPUTY WAS INFORMED THAT DEFENDANT HAS  
MOVED TO CENTRE COUNTY. NOTIFIED ATTORNEY THAT DEFENDANT LIVES  
IN CENTRE COUNTY AND A CHECK IS NEEDED TO DEPUTIZE FOR SERVICE.**

**NOW, MARCH 28, 2002, RECEIVED ATTORNEY CHECK #17479 IN THE AMOUNT  
OF SEVENTY-FIVE DOLLARS (\$75.00) FOR THE SHERIFF OF CENTRE COUNTY.**

**NOW, MARCH 28, 2002, SHERIFF DENNY NAU OF CENTRE COUNTY WAS  
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY,  
TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF  
LEVY ON DENISE J. WILLIAMS, DEFENDANT.**

**NOW, APRIL 12, 2002, SERVED WITHIN WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY ON DENISE J. WILLIAMS, DEFENEDANT, BY DEPUTIZING THE  
SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO  
ATTACHED AND MADE PART OF THIS RETURN.**

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

Sheriff Docket # 12115

BENEFICIAL CONSUMER DISCOUNT COMPANY

01-1588-CD

VS.

WILLIAMS, DENISE J.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JUNE 7, 2002, A SALE WAS HELD ON THE PROPERTY OF DEFENDANT.  
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR NINETY THOUSAND  
DOLLARS (\$90,000.00) PLUS COSTS.

NOW, JUNE 10, 2002, A BILL WAS SENT TO THE PLAINTIFF FOR COSTS DUE  
ON SALE.

NOW, JUNE 21, 2002 RETURN WRIT AS SALE BEING HELD, PAID COSTS FROM  
ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED  
THIS DATE.

SHERIFF HAWKINS \$2,012.72

Surcharge \$20.00

PAID BY ATTORNEY

**FILED**

JUN 21 2002

8/3.55

William A. Shaw  
Prothonotary

Sworn to Before Me This

21st Day Of June 2002

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
By Cynthia Butler-Aughenbaugh  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

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

Vs.

NO.: 2001-01588-CD

Denise J. Williams ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, , Plaintiff(s)  
from DENISE J. WILLIAMS , , Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$96,479.96  
INTEREST: \$from 2/7/02 to date of sale per diem \$15.85  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/11/2002

PAID: \$157.49  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12th day  
of February 2002  
At 9:16 A.M. P.M.

Walter H. Hawkins  
by Margaret H. Pitt  
Sheriff

Requesting Party: Terrence McCabe  
First Union Building  
123 S. Broad Street  
Suite 2080  
Philadelphia, PA 19109



**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
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William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12th day  
of February A.D. 2002  
At 9:16 A.M. P.M.

Hester H. Hawkins  
by Margaret H. Pett  
Sheriff

Requesting Party: Terrence McCabe  
First Union Building  
123 S. Broad Street  
Suite 2080  
Philadelphia, PA 19109

## LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE ON THE RIGHT-OF-WAY OF PENNSYLVANIA ROUTE 869 SAID PIPE 30 FEET FROM THE CENTER LINE OF SAID ROADWAY AND ON A COMMON CORNER WITH THE PREMISES FROM WHICH THIS PARCEL IS CONVEYED; THENCE NORTH 36 DEGREES 14 MINUTES WEST 280.20 FEET TO A POINT ON LAND NOW OR FORMERLY OWNED BY GARY SPRINGER; THENCE ALONG LAND OF SPRINGER, SOUTH 53 DEGREES 34 MINUTES WEST 604.07 FEET TO A POINT; THENCE SOUTH 24 DEGREES 19 MINUTES EAST 276.36 FEET TO A SPIKE CORNER COMMON WITH THE PREMISES FROM WHICH THIS PARCEL IS CONVEYED; THENCE ALONG RESIDUE OF GRANTOR, NORTH 54 DEGREES 26 MINUTES EAST 661.20 FEET TO A POINT AND PLACE OF BEGINNING, BEING A PARCEL OF LAND CONTAINING 4.00 ACRES.

BEING THE SAME PREMISES AS WERE CONVEYED TO RICHARD D. WILLIAMS AND DENISE J. WILLIAMS BY DEED OF BILLY J. LUMADUE, ET UX DATED NOVEMBER 6, 1981 AND ENTERED FOR RECORD IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY IN DEED BOOK VOLUME 822, PAGE 185.

Parcel ID # 105-M10-029

Being Known As: RD1 Box 215C, West Decatur, PA 16878

AND CONWAY, P.C.  
McCABE, ESQUIRE  
Number 16496  
Road Street, Suite 2080  
a, Pennsylvania 19109  
J-1010

Attorney for Plaintiff

Official Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

DATE: April 3, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Denise J. Williams

PROPERTY: RD 1 Box 215C, West Decatur, PA 16878

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MAY 3, 2002 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

**\*\*\*HAS BEEN POSTPONED UNTIL JUNE 7, 2002\*\*\***

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

**EXHIBIT "B"**

REAL ESTATE SALE

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JUNE 10, 2002, 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 forth the date, time and place of sale at the Court House in Clearfield on the 7th day of JUNE 2002, I exposed the within described real estate of DENISE J. WILLIAMS

to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PA he/she being the highest bidder, for the sum of \$ 90,000.00 + COSTS and made the following appropriations, viz.:

### SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		7.15
LEVY		15.00
MILEAGE		7.15
POSTING		15.00
CSDS		10.00
COMMISSION 2%		1,800.00
POSTAGE	34	4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		9.00
COPIES / BILLING		\$15.00 + 5.00
BILLING - PHONE - FAX		10.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>2,012.72</b>

### DEED COSTS:

REGISTER & RECORDER	\$	13.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>23.50</b>

### DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 96,479.96
INTEREST FROM 2-07-02 TO SALE DATE	
PER DIEM \$15.85	TO BE ADDED

### TOTAL DEBT & INTEREST

\$

### COSTS:

ATTORNEY FEES	\$	---
PROTH. SATISFACTION	\$	---
ADVERTISING	\$	239.19
LATE CHARGES & FEES	\$	---
TAXES-Collector	GOOD TO 7-2-02	\$ 229.12
TAXES-Tax Claim	GOOD TO 6-30-02	\$ 2,626.12
COSTS OF SUIT-To Be Added	\$	---
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$	---
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	18.50
ATTORNEY COMMISSION	\$	---
SHERIFF COSTS	\$	2,012.72
LEGAL JOURNAL AD	\$	72.00
REFUND OF ADVANCE	\$	---
REFUND OF SURCHARGE	\$	---
PROTHONOTARY	\$	157.49
ESCROW DEFICIENCY	\$	---
	\$	

### TOTAL COSTS

\$ 5,500.14

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



# Sheriff's Office Clearfield County

# 530  
OFFICE (814) 765-2647  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

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

TERM & NO. 01-1588-CD

**SERVE BY:** APRIL 30, 2002

VS  
DENISE J. WILLIAMS

### DOCUMENT TO BE SERVED:

WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY

**MAKE REFUND PAYABLE TO:** ATTORNEY

**SERVE:** DENISE J. WILLIAMS

**ADDRESS:** 221 EAST SPRUCE STREET  
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 28th Day of MARCH 2002.

Respectfully,  
*Chester A. Hawkins*  
by *Margaret N. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

1-9-02  
PA 75-0

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

2. Case Number

3. Defendant(s)

4. Type of Writ or Complaint:

SERVE

AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Denise J. Williams, on the 12 day of April, 2002, at 10:52 o'clock, A m., at Same as above address, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) resides(s). Relationship is

☐ Adult in charge of Defendant's residence.

☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ and officer of said Defendant company.

☐ Other

On the day of , 20 , at o'clock, M.

Defendant not found because:

☐ Moved

☐ Unknown

☐ No Answer

☐ Vacant

☐ Other

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00		2.50	42.00	.50	2.00	125.00	10.00

17. AFFIRMED and subscribed to before me this 16

So Answer.

20. day of April 20 02

18. Signature of Dep. Sheriff

19. Date

23. Notary Public

21. Signature of Sheriff

22. Date

PROTHONOTARY

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

My Commission Expires FIRST MONDAY

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

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

William A. Shaw  
Prothonotary

To: Denise J. Williams  
RD 1 Box 215C  
West Decatur, PA 16878

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company , d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

NOTICE

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

William A. Shaw  
Prothonotary

<u>  X  </u>	Judgment by Default
<u>      </u>	Money Judgment
<u>      </u>	Judgment in Replevin
<u>      </u>	Judgment for Possession

**FILED**  
FEB 11 2002  
William A. Shaw  
Prothonotary

If you have any questions concerning this Judgment, please call  
Terrence J. McCabe, Esquire at (215) 790-1010.

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

Attorney for Plaintiff

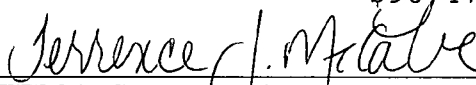
Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal		\$91,520.75
Interest from	9/1/01 - 2/6/02	\$ 4,959.21
TOTAL		\$96,479.96

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this                      day of                      , 2002,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant, Denise J. Williams and damages are assessed in the amount of \$96,479.96, plus interest and costs.

BY THE PROTHONOTARY:





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

Attorney for Plaintiff

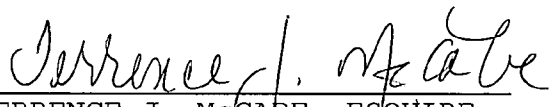
Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company , d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

AFFIDAVIT OF NON-MILITARY SERVICE

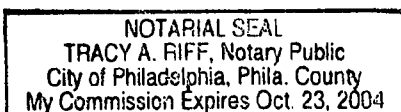
COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant 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, Denise J. Williams, is over eighteen (18) years of age and resides at RD 1 Box 215C, West Decatur, PA 16878.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 6<sup>th</sup> DAY  
OF February, 2002.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public



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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company , d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

CERTIFICATION

Terrence J. McCabe, 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 her 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 6<sup>th</sup> DAY

OF February, 2002.

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

Tracy A. Riff  
Notary Public  
NOTARIAL SEAL  
TRACY A. RIFF, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Oct. 23, 2004

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw  
Prothonotary

January 25, 2002

To: Denise J. Williams  
RD 1 Box 215C  
West Decatur, PA 16878

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
v.	:	Number 01-1588-CD
Denise J. Williams	:	

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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 51

**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 prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 51

If you have any questions concerning this notice, please call:

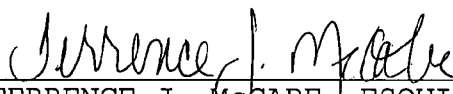
Terrence J. McCabe, Esquire  
McCABE, WEISBERG AND CONWAY, P.C.  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
at this telephone number: (215) 790-1010

TJM/cf

EXHIBIT "A"

**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. Section 4909 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

**FILED**

FEB 11 2002

m/3:20 p.m

William A. Shaw  
Prothonotary

<sup>s</sup> 20 pd by PH Atty

Statement of judgement to Atty McCabe  
notice to def.

m



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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2001-01588-CD

Real Debt: \$96,479.96

Atty's Comm:

Vs.

Costs: \$

Int. From:

Denise J. Williams  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 11, 2002

Expires: February 11, 2007

Certified from the record this 11th day of February, 2002

---

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

Praeipie for Writ of Execution - Money Judgments.

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.  
Denise J. Williams

NO.01-1588-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

**FILED**

FEB 11 2002

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield William A. Shaw County  
Prothonotary
- (2). against the following property RD 1 Box 215C, West Decatur, PA 16878  
(see attached legal description) of defendant(s) and
- (3). against the following property in the hands of (name) N/A/ garnishee
- (4). and index this writ

(a) against Denise J. Williams

(b) against N/A defendant(s) and  
, as garnishee,  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

RD 1 Box 215C, West Decatur, PA 16878

(see attached legal description)

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 2/7/02 to date of sale per diem \$15.85

Costs (to be added)

\$ 96,479.96

\$                     

\$                     

Terrence J. McAlve  
Attorney for Plaintiff(s)

No. 01-1588-CD Term, 19  
No. Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

vs.

Denise J. Williams.

FILED

FEB 11 2002

*01350/att, McCabe*  
William A. Shaw  
Prothonotary

*pd \$20.00*

*Counts Sheriff*

*AT*  
Praecipe for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496

RECEIVED WRIT THIS \_\_\_\_ DAY  
of \_\_\_\_ A.D., 19 \_\_\_\_  
at \_\_\_\_ M.

She

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT		
Interest from 2/7/02		\$96,479.96
Prothonotary	- - -	
Use Attorney	- - -	
Use Plaintiff	- - -	
Attorney's Comm.	-	
Satisfaction	- - -	
Sheriff	- - -	

*Terrence J. McCabe*  
Attorney for Plaintiff(s)



WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

COPY

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

Vs.

NO.: 2001-01588-CD

Denise J. Williams ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, , Plaintiff(s)  
from DENISE J. WILLIAMS , , Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$96,479.96

INTEREST: \$from 2/7/02 to date of sale per diem \$15.85

PROTH. COSTS: \$

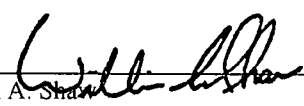
ATTY'S COMM: \$

DATE: 02/11/2002

PAID: \$157.49

SHERIFF: \$

OTHER COSTS: \$

  
William A. Shattuck  
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Terrence McCabe  
First Union Building  
123 S. Broad Street  
Suite 2080  
Philadelphia, PA 19109

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 3<sup>RD</sup> DAY OF APRIL, 2002, 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 certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

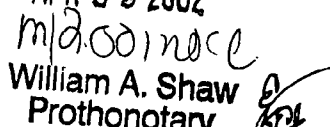
  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3<sup>RD</sup> DAY  
OF APRIL, 2002.

  
NOTARY PUBLIC

NOTARIAL SEAL  
MICHELLE A. HOLACIK, Notary Public  
City of Philadelphia, Phila. County  
Commission Expires March 28, 2005

**FILED**

APR 09 2002  
  
William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company , d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, 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 RD1 Box 215C, West Decatur, PA 16878, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):  
Name Address

Denise J. Williams RD#1 Box 215C  
West Decatur, PA 16878

2. Name and address of Defendant(s) in the judgment:  
Name Address

Same as above #1.

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

Plaintiff herein.

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

Plaintiff herein.

Household Realty Corporation 2141 S. Atherton  
State College, PA 16801  
And  
961 Weigel Drive, Box 8621  
Elmhurst, IL 60126

**EXHIBIT "A"**

Pennsylvania Housing  
Finance Agency

2102 N. Front Street  
Harrisburg, PA 17101

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name

Address

None.

6. 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(s)/Occupant(s)

RD 1 Box 215C  
West Decatur, PA 16878

Domestic Relations


Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

Commonwealth of Pa

Department of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

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.

April 3, 2002  
DATE

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

McCABE, WEISBERG AND 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	:	CLEARFIELD COUNTY
Company , d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
	:	NUMBER 01-1588-CD
Denise J. Williams	:	
	:	

DATE: April 3, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Denise J. Williams

PROPERTY: RD 1 Box 215C, West Decatur, PA 16878

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MAY 3, 2002 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

**\*\*\*HAS BEEN POSTPONED UNTIL JUNE 7, 2002\*\*\***

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

EXHIBIT "B"

**McCABE WEISBERG AND CONWAY, P.C.**  
**First Union Building**  
**123 SOUTH BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19109**

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

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

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bene	Commonwealth of Pa Dept of Welfare P.O. Box 2675											
2	V.	Harrisburg, Pa 17105											
3	Williams												
4	Penise												
5		Household Reg. Corp. 8141 S. Atwood State College, Pa 16801											
6	Ph. Chard	Household Reg. Corp. 8141 S. Atwood Elmhurst, Ill 60120											
7													
8													
9		PHFA, 3100 N. Front St Harrisburg, Pa 17101											
10													
11		RENTAL (CO) (PA) (US), P.O. Box 2150 West Chester, Pa 19380											
12													
13		Domestic Relations, Clearfield County 230 E. Market, Ste 300											
14													
15													

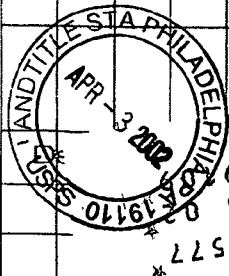
Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual/ R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

EXHIBIT "B"



1900 U.S. POSTAGE  
 7039 \$01.500  
 FROM ZIP CODE  
 APR 03 2002  
 PB2232577

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

Sheriff Docket # 11563

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

01-1588-CD

VS.

WILLIAMS, DENISE J.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW SEPTEMBER 27, 2001 AT 12:45 PM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON DENISE J. WILLIAMS, DEFENDANT AT THE  
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO DENISE WILLIAMS A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

**Return Costs**

Cost	Description
27.49	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

OCT 01 2001

0330pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

1st Day of October 2001

So Answers,

*Chester A. Hawkins*  
*by Maury Harris*  
Chester A. Hawkins

Sheriff

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield PA