

02-1353-CD  
BENEFICIAL CONSUMER DISCOUNT CO. VS. SHIELA M. CLUTTER

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

Attorney for Plaintiff

Beneficial Consumer Discount  
Company d/b/a Beneficial Mortgage  
Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Sheila M. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

Clearfield County  
Court of Common Pleas

Number 02-1353-CD

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

#### **AVISO**

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

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

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

**FILED**

AUG 29 2002

William A. Shaw  
Prothonotary

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

**Attorney for Plaintiff**

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Sheila M. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

Clearfield County  
Court of Common Pleas

Number

**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 Sheila M. Clutter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1012 Walton Street, Philipsburg, PA 16866.

3. On 06/24/1999, William H. Clutter and Sheila M. Clutter 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 Number 199910644.

4. William H. Clutter departed this life on February 29, 2000 leaving title vested solely in the name of Sheila M. Clutter, Defendant named within.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1012 Walton Street, Philipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 68,309.58
Interest 09/01/2001 through 05/08/2002	\$ 13,413.11
(Plus \$ 25.25 per diem thereafter)	
Attorney's Fee	\$ 3,415.48
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 85,688.17

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

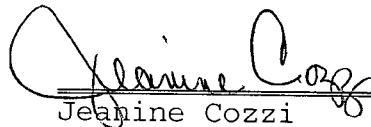
9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular and certified mail.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$85,688.17, together with interest at the rate of \$25.25 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, Jeanine Cozzi, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

  
Jeanine Cozzi

## MORTGAGE

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

THIS MORTGAGE is made this day of JUNE 1999, between the Mortgagor,  
WILLIAM H. CLUTTER AND SHEILA M. CLUTTER, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686  
(herein "Lender").

**The following paragraph preceded by a checked box is applicable.**

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 68,309.58, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JUNE 24, 1999 and any extensions or renewals thereto (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 JUNE 24, 2029;

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 BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/21/98 AND RECORDED 10/27/98; AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1979 AND PAGE 433.

ADDRESS: 1012 WALTER ST., PHILLIPSBURG, PA., 16866 TAX MAP OR  
PARCEL ID NO. 3-112-335-69 (0-00635) 8 8 8 8

KAREN L. STARCK REGISTER AND RECORDER CLEARFIELD COUNTY, PA Pennsylvania	335-69	1999-00638	1.00
INSTRUMENT NUMBER 1999-0644	RECORDED ON JUN 28, 1999 AM 8:37:08	RECORDING FEES - \$17.00	\$1.00
		COUNTY IMPROVEMENT FUND	
		RECORDER FUND	
		IMPROVEMENT FUND	
		STATE WRIT TAX	\$0.50
		TOTAL	\$19.50

# Exhibit "A"

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

Borrower covenants that Borrower is lawfully 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.



**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.



**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.

ORIGINAL

10-01-98 MTG



PA001254

**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.

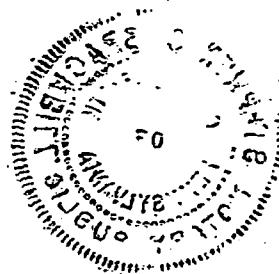
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

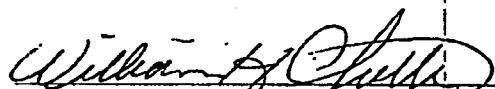
**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**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.



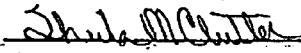
REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

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.



WILLIAM H. CLUTTER

-Borrower



SHEILA M. CLUTTER

-Borrower

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

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender, By: LINDA S. MILLER

Title: SA

COMMONWEALTH OF PENNSYLVANIA,

County ss: BLAIR

I, STEPHEN C. BRACKBILL, a Notary Public in and for said county and state, do hereby certify that WILLIAM H. CLUTTER AND SHEILA M. CLUTTER, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEIR signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

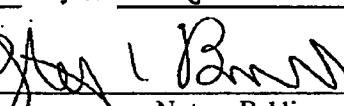
24<sup>th</sup>

day of

JUNE

, 1999

My Commission expires:



Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)

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

(Space Below This Line Reserved For Lender and Recorder)

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



DESCRIPTION

ALL that piece of parcel of ground situate, lying and being in the Borough of Chester Hill, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the North side of Walton Street, point is two hundred and nine (209) feet from the intersection of Walton and Ray Streets and is the Southwest Corner of Lot No. 2; thence North thirty-three degrees twenty-eight minutes West one hundred forty-four feet along the line of Lot No. 2 to a point on the South side of a twenty foot alley; thence South fifty-eight degrees twenty-seven minutes West fifty-four and one-half feet to a point on line of Lot No. 4; thence South thirty-three degrees twenty-eight minutes East a distance of one hundred forty feet along the East side of Lot No. 4 to a point on the North side of Walton Street; thence North fifty-eight degrees twenty-seven minutes East fifty-four and one-half feet to point and place of beginning.

TAX PARCEL #12-335-00069  
CONTROL #0030-00631

**FILED**

Atty

pd.

M 1:27 8/29/02

AUG 29 2002

80.00

1cc Shff

William A. Shaw  
Prothonotary

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

Sheriff Docket # 12982

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

02-1353-CD

VS.

**CLUTTER, SHEILA M.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW SEPTEMBER 17, 2002 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SHEILA M. CLUTTER, DEFENDANT AT  
SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO SHEILA M. CLUTTER 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**

<b>Cost</b>	<b>Description</b>
34.40	SHFF. HAWKINS PAID BY; ATTY.
10.00	SURCHARGE PAID BY; ATTY.

**FILED**

01/30/08  
NOV 13 2002  
708

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

13<sup>th</sup> Day Of November 2002  
William A. Shaw

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
by Marilyn Hauer  
Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff  
**FILED**

NOV 20 2002

William A. Shaw  
Prothonotary

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD  
:

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	\$85,688.17
Interest from 5/9/02 - 11/13/02	<u>\$ 4,772.25</u>
TOTAL	\$90,460.42

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

AND NOW, this 20<sup>th</sup> day of November, 2002,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania  
and against Defendant, Sheila M. Clutter and damages are assessed  
in the amount of \$90,460.42, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD  
:

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, Sheila M. Clutter, is over eighteen (18) years of age and resides at 1012 Walton Street, Philipsburg, PA 16866.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 13<sup>th</sup> DAY

OF NOV. , 2002.

Gloria D. Mitchell  
Notary Public

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



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD  
:

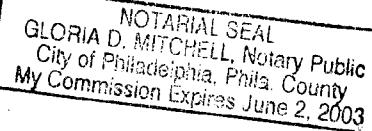
CERTIFICATION

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 13<sup>th</sup> DAY  
OF NOV. , 2002.

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

*Gloria D. Mitchell*  
NOTARY PUBLIC



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  
TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

October 11, 2002

To: Sheila M. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

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

vs.

Sheila M. Clutter

Clearfield County  
Court of Common Pleas

Number 02-1353-CD

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

**IMPORTANT NOTICE**

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this 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

**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.

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

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

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

TJM/cc

*E xhibit  
Exhibit A*

FILED Aug 20.00

10/2:47 PM  
NOV 20 2002

Notice to Def. w/ copy of Judgm.  
Statement to Atty of

William A. Shaw  
Prothonotary

Co  
WES

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

William A. Shaw  
Prothonotary

To: Sheila M. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
SHEILA M. CLUTTER	:	NUMBER 02-1353-CD
	:	

**NOTICE**

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

William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

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

**COPY**

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2002-01353-CD

Real Debt: \$90,460.42

Atty's Comm:

Vs.

Costs: \$

Int. From:

Sheila M. Clutter  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 20, 2002

Expires: November 20, 2007

Certified from the record this 20th day of November, 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



No. Term, 19  
No. 02-1353-CD Term, 19  
IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO. OF  
PENNSYLVANIA

v.s.  
SHELLA M. CLUTTER

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	90,460	42
Interest from		
Prothonotary		
Use Attorney		
Use Plaintiff		
Attorney's Comm.		
Satisfaction		
Sheriff		

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

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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1012 Walton Street, Philipsburg, PA 16866, 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
Sheila M. Clutter	1012 Walton Street Philipsburg, PA 16866

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

Name	Address
Sheila M. Clutter	1012 Walton Street Philipsburg, PA 16866

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

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) 1012 Walton Street  
Philipsburg, PA 16866

Commonwealth of Pennsylvania  
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.

DATE

11/13/02

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

MORTGAGE FORECLOSURE  
WRIT OF EXECUTION - (MONEY JUDGMENTS) Rules P.R.C.P. 3180-3183, 3257

BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO. OF  
PENNSYLVANIA

No. 02-1353-CD

vs  
SHEILA M. CLUTTER

WRIT OF EXECUTION  
(MONEY JUDGMENTS)  
MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ~~CENTRE~~  
TO THE SHERIFF OF ~~CENTRE~~ COUNTY, PENNSYLVANIA.  
~~Cleasfield~~

To satisfy the judgment, interest and costs against \_\_\_\_\_

SHEILA M. CLUTTER

Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;  
(Inquisition and Exemption Laws waiver and Condemnation agreed to)  
(2) You are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_

(Specifically describe property)

as Garnishee(s)

and to notify the garnishee(s) that

(a) an attachment has been issued  
(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) to anyone except the sheriff or otherwise disposing thereof.

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

T. and E. \_\_\_\_\_

Amount due ..... \$ 90,460.42

Late charges ..... \$ \_\_\_\_\_

Attorney's Commission ..... \$ \_\_\_\_\_

Taxes ..... \$ \_\_\_\_\_

Interest from ..... \$ \_\_\_\_\_

..... *Prothonotary costs* \$ 60.00

TOTAL ..... \$ \_\_\_\_\_

Plus costs as per endorsement hereon.

Attorney for Plaintiff

Terrence J. McCabe, Esquire

Address 123 S. Broad St.  
Suite 2080  
Phila., PA 19109

Phone  
(215) 790-1010

*Terrence J. McCabe*  
Prothonotary, Court of Common Pleas of ~~Centre~~ County Pennsylvania  
~~Cleasfield~~

*November 20, 2002*

Date

DESCRIPTION

ALL that piece of parcel of ground situate, lying and being in the Borough of Chester Hill, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the North side of Walton Street, point is two hundred and nine (209) feet from the intersection of Walton and Ray Streets and is the Southwest Corner of Lot No. 2; thence North thirty-three degrees twenty-eight minutes West one hundred forty-four feet along the line of Lot No. 2 to a point on the South side of a twenty foot alley; thence South fifty-eight degrees twenty-seven minutes West fifty-four and one-half feet to a point on line of Lot No. 4; thence South thirty-three degrees twenty-eight minutes East a distance of one hundred forty feet along the East side of Lot No. 4 to a point on the North side of Walton Street; thence North fifty-eight degrees twenty-seven minutes East fifty-four and one-half feet to point and place of beginning.

TAX PARCEL #12-335-00069  
CONTROL #0030-00631

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

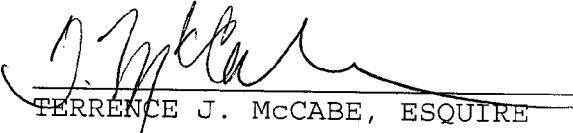
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

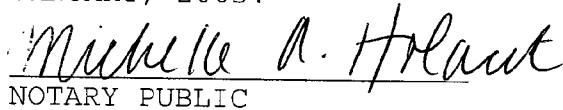
AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 13<sup>TH</sup> DAY OF JANUARY, 2003, 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 13<sup>TH</sup> DAY OF  
JANUARY, 2003.

  
NOTARY PUBLIC

FILED

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

JAN 17 2003  
M 11:16 AM  
William A. Shaw  
Prothonotary  
No C/C E  


McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1012 Walton Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

# EXHIBIT "A"

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)

1012 Walton Street  
Philipsburg, PA 16866

Domestic Relations

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

Commonwealth of Pennsylvania  
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.

January 13, 2003

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 MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
SHEILA M. CLUTTER	:	NUMBER 02-1353-CD

DATE: January 13, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Sheila M. Clutter

PROPERTY: 1012 Walton Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MARCH 7, 2003 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 and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 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"**

## Name and Address of Sender

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       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

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

Line	Address	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	Tenant(s) / Occupant (s) 1012 Walton Street Philipsburg, PA 16866											
2	V												
3	Clutter, W	Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
4		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										
3			The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-negligible 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 for coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.										

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen



EXHIBIT B

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 4<sup>TH</sup> DAY OF FEBRUARY, 2003, 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".

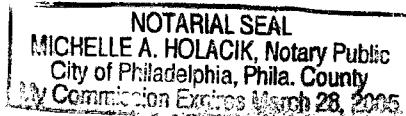
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 4<sup>TH</sup> DAY OF  
FEBRUARY, 2003.



NOTARY PUBLIC



FILED NO  
m 11:59 AM 8  
FEB 10 2003  
SPL

William A. Shaw  
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

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 1012 Walton Street, Philipsburg, PA 16866, 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  
  
Sheila M. Clutter 1012 Walton Street  
Philipsburg, PA 16866
2. Name and address of Defendant(s) in the judgment:  
Name Address  
  
Sheila M. Clutter 1012 Walton Street  
Philipsburg, PA 16866
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  
  
Mobile Consultants, Inc As Serving  
Agent for Harris Savings Bank 22752 Harrisburg-Westville Rd  
P.O. Box 2060  
Alliance, OH 44601  
  
CSB Bank 434 State Street  
P.O. Box 29  
Curwensville, Pa 16833  
  
Harris Savings Bank, Assignee  
of Family Mobile Home, Inc c/o Weltman, Weinberg and  
Reis Co LPA,  
2718 Koppers Bldg  
426 7th Avenue  
Pittsburgh, Pa 15219

**EXHIBIT "A"**

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Plaintiff herein

## PHEA

2101 N Front Street  
Harrisburg, Pa 17105

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:

properly which may be affected by the  
Name Address

Tenant(s) / Occupant(s)

1012 Walton Street  
Philipsburg PA 16866

## Domestic Relations

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

Commonwealth of Pennsylvania

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.

February 4, 2003

DATE

J. McCall

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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
SHEILA M. CLUTTER : NUMBER 02-1353-CD

DATE: January 13, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Sheila M. Clutter

PROPERTY: 1012 Walton Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MARCH 7, 2003 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 and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 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"**

Name and Address of Sender

**MCCABE, WEISBERG AND CONWAY, P.C.**  
**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19109**

Line Article Number

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

Affix Stamp Here  
 If issued as a  
 certificate of mailing,  
 attach copies of this bill  
 Postmark and  
 Date of Receipt

Line	Addresser 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											
2	V.											
3	CHARTER W & S.											
4												
5												
6												
7												
8												
9												
10												
11												
12	601 PHILADELPHIA, PA 19109	525										
13	* 20083 F 05P 10\$ 9202 * 277 P 05P 10\$ 9202 * 277 P 05P 10\$ 9202 * 277 P 05P 10\$ 9202											
14												
15												

1) CSB Bank, 434 State Street, P.O. Box 29, Curwensville, PA 16833  
 2) Harris Savings Bank, Assignee of Family Mobile Home, Inc., c/o Weltman Weinberg & Reis Co. LPA, 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
 3) Pennsylvania Housing Finance Agency, 2101 N. Front Street, Harrisburg, PA 17105  
 4) Mobile Consultants Inc., As Servicing Agent for Harris Savings Bank, 22752 Harrisburg-  
 Westville Road, P.O. Box 2060, Alliance, OH 44601.

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

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 for Express Mail merchandise insurance is \$500, but optional Express Mail Services merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable for registered mail services merchandise insurance is \$25,000 for registered mail. See Domestic 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**

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

**Sheriff Docket # 13441**

**BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 02-1353-CD**

**VS.**

**CLUTTER, SHEILA M.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, DECEMBER 30, 2002 @ 10:22 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.**

**A SALE DATE OF MARCH 7, 2003 WAS SET.**

**NOW, JANUARY 9, 2003 @ 1:58 P.M. O'CLOCK SERVED SHEILA M. CLUTTER, DEFENDANT, AT HER RESIDENCE 368 BLUE SPRUCE ROAD, BOX 123, PHILIPSBURG CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THEORA WILLIAMSON, MOTHER OF THE DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, FRIDAY, MARCH 7, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, MARCH 17, 2003 BILLED ATTORNEY FOR COSTS DUE.**

**NOW, MARCH 24, 2003 RECEIVED CHECK FROM ATTORNEY FOR COSTS DUE.**

**NOW, MAY 27, 2003 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.**

**NOW, MAY 27, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, MAY 27, 2003 DEED WAS FILED.**

**FILED**  
*APR 01 2003*  
*MAY 28 2003*

**William A. Shaw  
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13441

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORT 02-1353-CD

VS.

CLUTTER, SHEILA M.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

SHERIFF HAWKINS \$206.24

SURCHARGE 20.00

PAID BY ATTORNEY

---

Sworn to Before Me This

28<sup>th</sup> Day of July, 2003

---

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

So Answers,

*Chester Hawkins*  
By *Anthony Butter-Augustine*  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE  
(MONEY JUDGMENTS) Rules P.R.C.P. 3180-3183, 3257

BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO. OF  
PENNSYLVANIA

No. 02-1353-CD

vs  
SHEILA M. CLUTTER

WRIT OF EXECUTION  
(MONEY JUDGMENTS)  
MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ~~CENTRE~~  
TO THE SHERIFF OF ~~CENTRE~~ COUNTY, PENNSYLVANIA.  
~~Clearfield~~  
~~Cleachfield~~

To satisfy the judgment, interest and costs against

SHEILA M. CLUTTER

Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;  
(Inquisition and Exemption Laws waiver and Condemnation agreed to)

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

(Specifically describe property)

as Garnishee(s)

and to notify the garnishee(s) that

(a) an attachment has been issued  
(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) to anyone except the sheriff or otherwise disposing thereof.

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

T. and E. \_\_\_\_\_

Amount due ..... \$ 90,460.42

Late charges ..... \$ \_\_\_\_\_

Attorney's Commission ..... \$ \_\_\_\_\_

Taxes ..... \$ \_\_\_\_\_

Interest from ..... \$ \_\_\_\_\_

..... Prothonotary costs ..... \$ 120.00

TOTAL ..... \$ \_\_\_\_\_

Plus costs as per endorsement hereon.

*Willie L. Lohr*

Attorney for Plaintiff

Terrence J. McCabe, Esquire

Address 123 S. Broad St.  
Suite 2080  
Phila., PA 19109

Phone

(215) 790-1010

Prothonotary, Court of Common Pleas of ~~Centre~~ County Pennsylvania  
*Clearfield*

*November 20, 2002*

Date

Received 11-20-02 at 3:30 P.M.  
Chester A. Howkens by Cynthia Butler Dushenbaugh

DESCRIPTION

ALL that piece of parcel of ground situate, lying and being in the Borough of Chester Hill, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the North side of Walton Street, point is two hundred and nine (209) feet from the intersection of Walton and Ray Streets and is the Southwest Corner of Lot No. 2; thence North thirty-three degrees twenty-eight minutes West one hundred forty-four feet along the line of Lot No. 2 to a point on the South side of a twenty foot alley; thence South fifty-eight degrees twenty-seven minutes West fifty-four and one-half feet to a point on line of Lot No. 4; thence South thirty-three degrees twenty-eight minutes East a distance of one hundred forty feet along the East side of Lot No. 4 to a point on the North side of Walton Street; thence North fifty-eight degrees twenty-seven minutes East fifty-four and one-half feet to point and place of beginning.

TAX PARCEL #12-335-00069

CONTROL #0030-00631

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      CLUTTER      NO.      02-1353-CD

NOW,      March 7, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      7TH      day of      MARCH      2003, I exposed the within described real estate of      SHEILA M. CLUTTER      to public venue or outcry at which time and place I sold the same to      BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA      he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
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	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>206.24</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**DEBIT & INTEREST:**

	DEBT-AMOUNT DUE	INTEREST FROM	TO BE ADDED	TO SALE DATE	
					<b>90,460.42</b>
					<b>90,460.42</b>
					<b>290.43</b>
					311.21
					2,496.73
					100.00
					5.00
					28.50
					206.24
					153.00
					120.00
					40.00
					<b>3,751.11</b>

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