

03-658-CD  
BENEFICIAL CONSUMER DISCOUNT vs. EDWARD M. DAVIES et al

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

Clearfield County  
Court of Common Pleas

**FILED**

APR 30 2003

v.

Edward M. Davies, Jr.  
RD #1, Box 46A  
Irvona, PA 16656  
and  
Lisa G. Davies  
RD #1, Box 46A  
Irvona, PA 16656

William A. Shaw  
Prothonotary

Number 03-658-0

**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.

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

**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

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	:	
961 Weigel Drive, P.O. Box 8621	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Edward M. Davies, Jr.	:	
RD #1, Box 46A	:	
Irvona, PA 16656	:	
and	:	
Lisa G. Davies	:	
RD #1, Box 46A	:	Number
Irvona, PA 16656	:	

### CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Edward M. Davies, Jr. , who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD #1, Box 46A, Irvona, PA 16656.

3. The Defendant is Lisa G. Davies, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is RD #1, Box 46A, Irvona, PA 16656.

4. On September 15, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1970, Page 05.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD #1 Box 46A, Irvona, PA 16656 (Tax I.D.#120-G15-75).

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/01 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	\$47,602.93
Interest 06/01 through 12/04/01 (Plus \$18.91 per diem thereafter)	\$ 4,405.80
Attorney's Fee	\$ 2,856.18
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$55,415.91

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 Defendants in the sum of \$55,415.91, together with interest at the rate of \$18.91 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, Bernie Miller, 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., PA and that she 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.

  
\_\_\_\_\_  
Bernie Miller

## MORTGAGE

THIS MORTGAGE, entered into this 15TH day of SEPTEMBER, 19 98, between EDWARD M. DAVIES, JR AND LISA G. DAVIES, HUSBAND hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation.

☒ BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Co. of Pennsylvania,  
a Pennsylvania corporation,

having an office and place of business at 1067 PENNSYLVANIA AVE., TYRONE, Pennsylvania,  
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement (hereafter called "Agreement") of even date herewith, in the

☐ Total of Payments of \$\_\_\_\_\_, or

☒ Actual Amount of Loan of \$ 50,035.18 together with interest on unpaid balances of Actual Amount of Loan from time to time outstanding,

and evidenced by the Agreement and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter referred to as the "Property," situated in the ☐ City ☐ Borough ☒ Township of JORDAN  
County of CLEARFIELD Commonwealth of Pennsylvania, described as follows:

, Commonwealth of Pennsylvania, described as follows:

"SEE ATTACHED EXHIBIT A"

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 8:31am 9-22-5  
 BY Benny  
 FEES 15.00  
 Karen L. Starck, Recorder

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier 120-G15-75  
Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this County in Deed Book No. 1331, Page 159, as the Property described in that Deed.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_\_, executed by Mortgagors to \_\_\_\_\_ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_\_ with the Recorder of the County of \_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.

**TO HAVE AND TO HOLD** the Property hereby granted and conveyed unto Mortgagor, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

**THIS MORTGAGE IS MADE** subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the Actual Amount of Loan or Total of Payments secured by this Mortgage.
3. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, subject to compliance with Act No. 6 of 1974 and Act No. 91 of 1983, Mortgagee may forthwith bring an Action of Mortgage Foreclosure upon this Mortgage, and may proceed to judgment and execution to recover the unpaid balance of the Actual Amount of Loan plus accrued but unpaid interest or the unpaid balance of the Total of Payments less the refund of discounted interest, including attorney fees of 15% of that balance, costs of suit and costs of sale.

EXHIBIT -66 A 55

6. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
7. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the Actual Amount of Loan plus interest or the Total of Payments minus unearned discounted interest immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.
8. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, which (1) limit the unpaid principal balance due under the Agreement to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Agreement or upon this Mortgage; (2) exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution; or (3) provide for any stay of execution or other process.
9. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.

Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

[Signature] Witness  
[Signature] Witness  
 \_\_\_\_\_ Witness

Edward M. Davies, Jr. (SEAL)  
 EDWARD M. DAVIES, JR.  
Lisa G. Davies (SEAL)  
 LISA G. DAVIES  
 \_\_\_\_\_ (SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss. :  
 COUNTY OF BLAIR )

On this the 15TH day of SEPTEMBER, 19 98, before me, JULIE A. APOSHIAN  
 (Name of Officer)  
 the undersigned officer, personally appeared EDWARD M. DAVIES, JR. AND LISA G. DAVIES, HUSBAND & WIFE  
 (Name of Borrower)  
 the person whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same  
 is/are he/she/they  
 for the purposes herein contained.

WITNESS my hand and seal, the day and year aforesaid.  
 (SEAL)

My commission expires:

Notar. Seal  
 Julie A. Aposhian, Notary Public  
 Tyrone Boro, Blair County  
 My Commission Expires Nov. 17, 2001  
 Member, Pennsylvania Association of Notaries

Notar. Seal  
 Julie A. Aposhian, Notary Public  
 Tyrone Boro, Blair County  
 My Commission Expires Nov. 17, 2001  
 Member, Pennsylvania Association of Notaries

Julie A. Aposhian  
 Notary Public of Pennsylvania



ALL that certain parcel of land situate in the Township of Jordan, County of Clearfield, and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a pin located on the eastern right-of-way line of Legislative route 17021 at the northwestern corner of land now or formerly of W.F. Yocum Heirs and the southwestern corner of lot now or formerly of R. Straw; thence North twenty-five (25) degrees sixteen (16) minutes East along the eastern right-of-way line of said route a distance of one hundred one and zero tenths (101.0) feet to a point; thence continuing North twenty-five (25) degrees sixteen (16) minutes East along said right-of-way line a distance of one hundred thirteen and zero tenths (113.0) feet to a point; thence continuing North twenty-six (26) degrees sixteen (16) minutes East along said right-of-way line a distance of one hundred eight and eight hundredths (108.08) feet to a pin on line of land of the Grantors herein and said pin marking the northwestern corner of the parcel herein conveyed; thence South seventy-four (74) degrees forty-four (44) minutes East along other land of the Grantors herein a distance of two hundred (200) feet, more or less, to a point; thence South fifteen (15) degrees sixteen (16) minutes West along other land of the Grantors herein a distance of three hundred thirty (330) feet, more or less, to a point located on line of land now or formerly of the said Yocum Heirs; thence in a generally northwesterly direction along line of land of said Yocum Heirs a distance of two hundred fifty (250) feet, more or less, to a pin located on the easterly right-of-way line of Legislative Route 17021, the place of beginning.

Commonly known as: Road 1 Box 46A, Irvona, PA 16656.

**FILED**

APR 30 2003

William A. Shaw  
Prothonotary

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**DAVIES, EDWARD M. JR. & LISA G.**

**Sheriff Docket #**

**14011**

**03-658-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MAY 14, 2003 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD M. DAVIES, JR., DEFENDANT AT RESIDENCE, RD 1, BOX 46A, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAN DAVIES, SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MORGILLO

NOW MAY 14, 2003 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA G. DAVIES, DEFENDANT AT RESIDENCE, RD 1, BOX 46A, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAN DAVIES, SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MORGILLO

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>82.69</b>	<b>SHERIFF HAWKINS PAID BY: Atty.</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 29187</b>

**Sworn to Before Me This**

**14<sup>th</sup> Day Of August 2003**

*William A. Shaw*

**WILLIAM A. SHAW**

**Prothonotary**

**My Commission Expires**

**1st Monday in Jan. 2006**

**Clearfield Co., Clearfield, PA**

**So Answers,**

*Chester A. Hawkins*  
*by Marilyn Harris*

**Chester A. Hawkins**

**Sheriff**

**FILED**  
**03:14:21**  
**AUG 14 2003**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

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. :  
EDWARD M. DAVIES, JR. : NUMBER 03-658-CD  
LISA G. DAVIES :

FILED

AUG 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$55,415.91
Interest from 12/5/01 - 8/4/03	\$ 4,595.13
Taxes Paid	<u>\$ 6,487.00</u>
TOTAL	\$66,498.04

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

AND NOW, this 21<sup>st</sup> day of August, 2003,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania  
and against Defendants, Edward M. Davies, Jr. and Lisa G. Davies  
and damages are assessed in the amount of \$66,498.04, 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. :  
EDWARD M. DAVIES, JR. : NUMBER 03-658-CD  
LISA G. DAVIES :

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD :

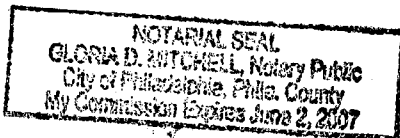
The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Edward M. Davies, Jr. and Lisa G. Davies, are over eighteen (18) years of age and resides at RD 1 Box 46A, Irvona, PA 16656.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 11<sup>th</sup> DAY  
OF Aug. , 2003.

Gloria D. Mitchell  
Notary Public

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



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.	:	
EDWARD M. DAVIES, JR.	:	NUMBER 03-658-CD
LISA G. DAVIES	:	

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 them 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".

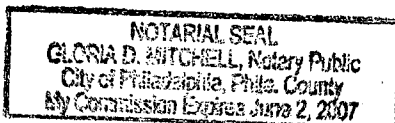
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 11<sup>th</sup> DAY

OF Aug. , 2003.

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**

June 9, 2003

To: Edward M. Davies, Jr.  
RD 1 Box 46A  
Irvona, PA 16656

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

vs.

Edward M. Davies, Jr.  
and  
Lisa G. Davies

Clearfield County  
Court of Common Pleas

Number 03-658-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

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

**NOTIFICACION IMPORTANTE**

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir 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 Meholic  
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

*Exhibit  
"A"*



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

**William A. Shaw  
Prothonotary**

June 9, 2003

To: Lisa G. Davies  
RD 1 Box 46A  
Irvona, PA 16656

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

vs.

Edward M. Davies, Jr.  
and  
Lisa G. Davies

Clearfield County  
Court of Common Pleas

Number 03-658-CD

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814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir preuba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. 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 Meholic  
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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830


William A. Shaw  
Prothonotary

To: Edward M. Davies, Jr.  
RD 1 Box 46A  
Irvona, PA 16656

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
EDWARD M. DAVIES, JR.	:	NUMBER 03-658-CD
LISA G. DAVIES	:	

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 8/21/03

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

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830


William A. Shaw  
Prothonotary

To: Lisa G. Davies  
RD 1 Box 46A  
Irvona, PA 16656

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
EDWARD M. DAVIES, JR.	:	NUMBER 03-658-CD
LISA G. DAVIES	:	

NOTICE

Pursuant to Rule 236, you are hereby notified that a  
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William A. Shaw  
Prothonotary 8/21/03

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

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

FILED

Atty. pd. 20.00

M/21/25/2003

1 cc Notice to each Def.

Statement to Atty

31

William A. Shaw  
Prothonotary/Clerk of Courts

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

COPY

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2003-00658-CD

Real Debt: \$66,498.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward M. Davies  
Lisa G. Davies  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 21, 2003

Expires: August 21, 2008

Certified from the record this 21st day of August, 2003.

\_\_\_\_\_  
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

Praecipe for Writ of Execution - Money Judgments.

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.  
EDWARD M. DAVIES, JR.  
LISA G. DAVIES

NO. 03-658-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

FILED

AUG 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County
- (2). against the following property RD 1 BOX 46A, IRVONA, PA 16656
- (3). against the following property in the hands of (name) N/A of defendant(s) and garnishee
- (4). and index this writ

(a) against EDWARD M. DAVIES, JR. AND LISA G. DAVIES

(b) against N/A defendant(s) and  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
RD 1 BOX 46A, IRVONA, PA 16656

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 66,498.04

Interest from

\$                     

Costs (to be added)

\$                     

Prothonotary costs 125.00

Terrence J. McCabe  
Attorney for Plaintiff(s)  
Terrence J. McCabe, Esq.

No. Term, 19  
No. 03-658-CD Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

vs.  
EDWARD M. DAVIES, JR.

LISA G. DAVIES

FILED  
AUG 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts  
Pracipe for Writ of Execution  
w/ ~~prop. description~~ *to Sheriff*

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496  
123 S. BROAD STREET  
SUITE 2080  
PHILADELPHIA, PA 19109

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

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$66,498.04
Interest from	
Prothonotary - - -	185.00
Use Attorney - -	
Use Plaintiff - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - -	

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.	:	
EDWARD M. DAVIES, JR.	:	NUMBER 03-658-CD
LISA G. DAVIES	:	

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 RD 1 Box 46A, Irvona, PA 16656 (Tax Parcel #120-G15-75), 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
Edward M. Davies, Jr. and Lisa G. Davies	RD 1 Box 46A Irvona, PA 16656

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

Name	Address
Edward M. Davies, Jr. and Lisa G. Davies	RD 1 Box 46A Irvona, PA 16656

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)

RD 1 Box 46A  
Irvona, PA 16656

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.

DATE

8/11/03

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

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

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

Vs.

NO.: 2003-00658-CD

COPY

Edward M. Davies, Jr. and  
Lisa G. Davies

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from EDWARD M. DAVIES, JR. and LISA G. DAVIES, Defendant(s):

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

(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: \$66,498.04  
INTEREST: \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/21/2003

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

\_\_\_\_\_  
Sheriff

Requesting Party: Terrence J. McCabe, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

ALL that certain parcel of land situate in the Township of Jordan, County of Clearfield, and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a pin located on the eastern right-of-way line of Legislative route 17021 at the northwestern corner of land now or formerly of W.F. Yocum Heirs and the southwestern corner of lot now or formerly of R. Straw; thence North twenty-five (25) degrees sixteen (16) minutes East along the eastern right-of-way line of said route a distance of one hundred one and zero tenths (101.0) feet to a point; thence continuing North twenty-five (25) degrees sixteen (16) minutes East along said right-of-way line a distance of one hundred thirteen and zero tenths (113.0) feet to a point; thence continuing North twenty-six (26) degrees sixteen (16) minutes East along said right-of-way line a distance of one hundred eight and eight hundredths (108.08) feet to a pin on line of land of the Grantors herein and said pin marking the northwestern corner of the parcel herein conveyed; thence South seventy-four (74) degrees forty-four (44) minutes East along other land of the Grantors herein a distance of two hundred (200) feet, more or less, to a point; thence South fifteen (15) degrees sixteen (16) minutes West along other land of the Grantors herein a distance of three hundred thirty (330) feet, more or less, to a point located on line of land now or formerly of the said Yocum Heirs; thence in a generally northwesterly direction along line of land of said Yocum Heirs a distance of two hundred fifty (250) feet, more or less, to a pin located on the easterly right-of-way line of Legislative Route 17021, the place of beginning.

PARCEL NO. 120-G15-75

Commonly known as: Road 1Box 46A, Irvona, PA 16656.

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

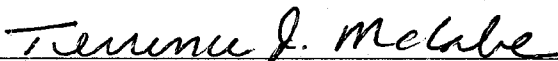
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE:	:	COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
V.	:	
EDWARD M. DAVIES, JR	:	NUMBER 03-658-CD
LISA G. DAVIES	:	

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter discontinued and ended, without prejudice, upon payment of your costs only.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED**

AUG 29 2003

William A. Shaw  
Prothonotary

10/1/2003 10:10:10 AM

10/1/2003 10:10:10 AM  
10/1/2003 10:10:10 AM  
10/1/2003 10:10:10 AM  
10/1/2003 10:10:10 AM  
10/1/2003 10:10:10 AM

FILED

cc + Conf  
to copy  
copy to LA

M 1:58 PM

AUG 29 2003

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

COPY

**Beneficial Consumer Discount Company**

**Vs.**

**No. 2003-00658-CD**

**Edward M. Davies**

**Lisa G. Davies**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 29, 2003, marked:

Discontinue, Settle and End.

Record costs in the sum of \$227.69 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of August A.D. 2003.

---

William A. Shaw, Prothonotary

I, William A. Shaw, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

so full and entire as the same remains of record before the said Court, at  
Number \_\_\_\_\_,

Prothonotary/Clerk of Courts

I, JOHN K. REILLY, JR., Judge of the Forty-sixth Judicial District, do certify that William A. Shaw by whom the annexed record, certificate and attestation were made and given, and who, in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.

I, William A. Shaw, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable JOHN K. REILLY, JR., by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have  
hereunto set my hand and affixed  
the seal of said Court, this  
\_\_\_\_\_ day of \_\_\_\_\_ ,  
19\_\_\_\_ .

Prothonotary/Clerk of Courts