

03-1224-CD
BENEFICIAL CONSUMER DISCOUNT CO. vs. ROBIN BASS, 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

FILED

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

Clearfield County
Court of Common Pleas

AUG 18 2003

William A. Shaw
Prothonotary

Robin Bass f/k/a Robin Kozlow
215 Main Street
Winburne, PA 16879
and
John Kozlow a/k/a John Kozlow, Jr.
215 Main Street
Winburne, PA 16879

Number

03-1224-C

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 Meholic
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. SINO TIENE ABOGADO O SINO 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.

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

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 18 2003

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

Robin Bass f/k/a Robin Kozlow

215 Main Street

Winburne, PA 16879

and

John Kozlow a/k/a John Kozlow, Jr.

215 Main Street

Winburne, PA 16879

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Robin Bass f/k/a Robin Kozlow, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 215 Main Street, Winburne, PA 16879.

3. The Defendant is John Kozlow a/k/a John Kozlow, Jr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 215 Main Street, Winburne, PA 16879.

4. On 08/27/1998, 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 1964, Page 225.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 215 Main Street, Winburne, PA 16879.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/01/2003 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.

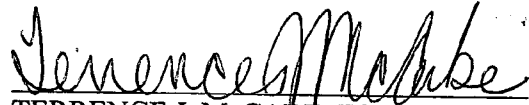
7. The following amounts are due on the mortgage:

Principal Balance	\$ 41,681.79
Interest 12/01/2002 through 07/01/2003 (Plus \$ 10.39 per diem thereafter)	\$ 2,821.69
Attorney's Fee	\$ 2,084.08
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 47,137.56

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 Defendants by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$47,137.56, together with interest at the rate of \$10.39 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Tom Hawbecker, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tom Hawbecker
Tom Hawbecker

**OPEN-END MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKE**

THIS MORTGAGE, entered into this 27th day of August, 1998, between ROBIN KOZLOW & JOHN KOZLOW, 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 90 BEAVER DRIVE, DUBOIS, PA, Pennsylvania,
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$42,000.00, hereafter called "Credit Line" 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 called "Property," situated in the ☐ City ☒ Borough ☒ Township of COOPER, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 02/05/1998 AND RECORDED 02/11/1998, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1906 PAGE 589.

TAX PARCEL IDS: 110-509-533-19, 110-509-533-9
ADDRESS: 215 MAIN ST.
WINBURNE, PA 16879

Municipal Tax Lot _____, Block _____ Uniform Parcel Identifier 110-509-533-9
110-509-533-19

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1906, Page 589, as the Property therein described.

☐ 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 Mortgagee, 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. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. 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 debt secured by this Mortgage.
4. 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.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. 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.
7. 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, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.

8. 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 unpaid 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.
9. 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 loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee 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.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note 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 Note or upon this Mortgage, 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 provide for any stay of execution or other process.
11. 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 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.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. 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:

Witness

Witness

Witness

Robin Kozlow (SEAL)
ROBIN KOZLOW (SEAL)
John Kozlow (SEAL)
JOHN KOZLOW (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

ss.:

On this the 27th day of AUGUST, 1998, before me, WILLIAM L. KURTZ
(Name of Officer)

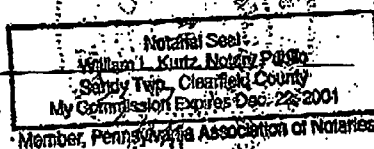
the undersigned officer, personally appeared ROBIN KOZLOW & JOHN KOZLOW
(Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.
he/she/they

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

My commission expires:

RL 4 PA 20/22/25, Ed. Nov. '94



William L. Kurtz
Notary Public of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

ROBIN KOZLOV & JOHN KOZLOV
(Name of Mortgagee)

- to -

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY
of the Beneficial Mortgage Co. of Pennsylvania

Mortgagee

90 Beaver Drive

Dubois, PA 15801

Address

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

ss:

RECORDED on this _____ day
of _____ 19____
in the office for Recording of Deeds of this County,
in Mortgage Book No. _____, Page _____

RECORDER

Filed of Record 831 19 98: 1532 Karen L Starck, Recorder

RL 4 PA 20/22/25, EA, Nov, '94



Karen L. Starck
Karen L. Starck
Recorder of Deeds

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:33 PM - 8-31-98
BY *Karen L. Starck*
FEE \$15.50
Karen L. Starck, Recorder

CERTIFICATE OF RESIDENCE
VOL 1964 PAGE 227
I, David W. Allhouse
of Beneficial Mortgage Company of Pennsylvania
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
90 Beaver Drive, Dubois PA 15801
Witness my hand, this 27th day of August, 19 98
David W. Allhouse
Agent of Mortgagee

FILED

M 2:27 PM 85.00

AUG 18 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

Sheriff Docket # 14444

03-1224-CD

BASS, ROBIN f/k/a ROBIN KOZLOW & JOHN KOZLOW a/k/a JOHN KOZLO

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

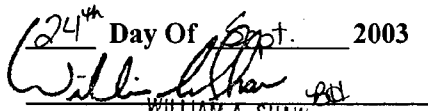
NOW AUGUST 20, 2003 AT 11:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBIN BASS f/k/a ROBIN KOZLOW, DEFENDANT AT RESIDENCE, 215 MAIN ST., WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO REBA SHOULDERS, SISTER/OCCUPANT AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCCLEARY/NEVLING.

NOW AUGUST 20, 2003 AT 11:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN KOZLOW a/k/a JOHN KOZLOW JR., DEFENDANT AT RESIDENCE, 215 MAIN ST., WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO REBA SHOULDERS, SISTER/OCCUPANT AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCCLEARY/NEVLING.


Return Costs

Cost	Description
38.40	SHERIFF HAWKINS PAID BY: atty ck# 32855
20.00	SURCHARGE PAID BY: atty ck# 32856

Sworn to Before Me This

24th Day Of Sept. 2003

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

So Answers,


Chester A. Hawkins
Sheriff

FILED

SEP 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01224-CD

Beneficial Consumer Discount Company

Vs.

Robin Bass
John Kozlow

FILED

NOV 05 2007

WAS
William A. Shaw
Prothonotary/Clerk of Courts

Dear Terrence J. McCabe, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

Daniel J. Nelson

Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01224-CD

Beneficial Consumer Discount Company

Vs.

Robin Bass
John Kozlow


Dear Robin Bass f/k/a Robin Kozlow:

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Daniel J. Nelson
Court Administrator

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November 5, 2007

RE: 2003-01224-CD

Beneficial Consumer Discount Company

Vs.

Robin Bass
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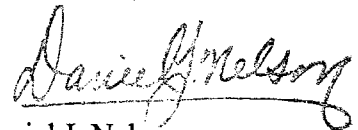
Dear John Kozlow a/k/a John Kozlow, Jr.:

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By the Court,

A handwritten signature in cursive script, reading "Daniel J. Nelson".

Daniel J. Nelson
Court Administrator

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

03-1224-CD

FILED

NOV 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

ANK
~~00000~~

Robin Bass fka Robin Kozlow
John Kozlow aka John Kozlow Jr
215 Main Street
Winburne, F

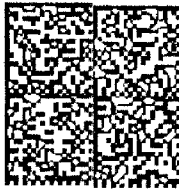
NIXIE 165 DC 1 00 11/08/07

RETURN TO SENDER
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BC: 16830054949 *2343-19233-06-34

168300549

16830054949



Hasler

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11/05/2007
Mailed From 16830
US POSTAGE

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01224-CD

Beneficial Consumer Discount Company

Vs.

Robin Bass
John Kozlow


Dear Robin Bass f/k/a Robin Kozlow:

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Beneficial Consumer Discount Company

Vs.

Robin Bass
John Kozlow

Dear John Kozlow a/k/a John Kozlow, Jr.:

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By the Court,

A handwritten signature in cursive script, reading "Daniel J. Nelson", written over a horizontal line.

Daniel J. Nelson
Court Administrator