

03-1736-CD
BENEFICIAL CONSUMER DISCOUNT CO. vs. DENNIS SCOTT HORNER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO. 03-1736-CD
Plaintiff :
vs. : ACTION IN MORTGAGE
DENNIS SCOTT HORNER : FORECLOSURE
Defendant :

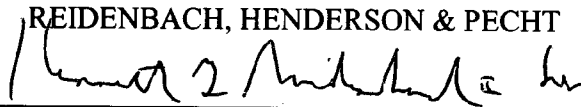
NOTICE

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 defense 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

REIDENBACH, HENDERSON & PECHT
By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D.# 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

NOV 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
	:	
DENNIS SCOTT HORNER	:	
Defendant	:	

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U. S. C. § 1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

REIDENBACH, HENDERSON & PECHT
Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney ID# 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
DENNIS SCOTT HORNER	:	
Defendant	:	

COMPLAINT

1. Plaintiff is

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

2. The name and last known address of the Defendant is:

Dennis Scott Horner
309 W. Weber Avenue
Du Bois, PA 15801

who is the Mortgagor and real owner of the property hereinafter described.

3. On October 16, 1996, Mortgagor made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Record Book 1796 Page 310. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit "B".
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due May 16, 2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

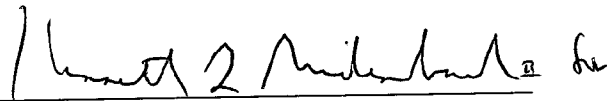
6. The following amounts are due on the mortgage:

Principal Balance	\$42,868.04
Interest through 11/14/2003 (Per Diem \$366.32)	\$ 6,871.74
Attorney Fees	\$ 2,486.99
Cost of Title Search	\$ 110.00
TOTAL	\$52,336.77

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i) Defendants have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendant, a true and correct copy of which is attached hereto as Exhibit "C"; and/or
 - (ii) Defendants application for assistance has been rejected by the Pennsylvania Housing Finance Agency; or
 - (iii) Subject premises is either a commercial property or is not the Defendant's primary residence and therefore the Act does not apply.

WHEREFORE, Plaintiff demand an in rem Judgment against Defendants in the sum of \$52,336.77, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

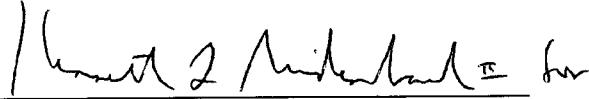
REIDENBACH, HENDERSON & PECHT

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. # 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

VERIFICATION

Herbert P. Henderson, II, Esquire hereby states that he is attorney for Plaintiff in this matter, that he is authorized to make this Verification, and that the statements made in the foregoing Complaint are as related to him by Plaintiff and are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Herbert P. Henderson II", followed by a horizontal line and the word "for".

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
I.D. # 56304

EXHIBIT "A"

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKE

THIS MORTGAGE, entered into this 16th day of October, 1996, between
Dennis Scott Horner, 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 237 Main S.E., Ridgway, 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 of Dubois, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

All that certain property situated in the City of Dubois, Ward 5, in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a Deed dated 1/2/90, and recorded 1/11/90 among the land records of the County and State set forth above, in Deed Volume 1321 and page 516.

Municipal Tax Lot _____, Block _____, Uniform Parcel Identifier _____

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. 1321, Page 516, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated _____, 19____, executed by _____ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ _____, 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 appraisal, 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 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:

Rosann Kucenski
Witness
Robert L. Zimhauer
Witness
Witness

Dennis Scott Horner (SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF ELK)

On this the 16th day of October, 19 96, before me, Rosann Kucenski
(Name of Officer)
the undersigned officer, personally appeared Dennis Scott Horner
(Name of Borrower)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged
that he executed the same for the purposes herein contained.

WITNESS my hand and seal, the day and year aforesaid.

(SEAL)
My commission expires: October 1, 1999
Member, Pennsylvania Association of Notaries
RL 4 PA 28/22/75, Bd. Nov. '94

Robert L. Zimhauer
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Rosann Kucenski of Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of Pennsylvania
 Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
237 Main St., Ridgway, Pa. 15853
 Witness my hand, this 16th day of October, 19 96

Rosann Kucenski
 Agent of Mortgagee

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



Karen L. Starck

Karen L. Starck
 Recorder of Deeds

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 12:46 PM
 BY Beneficial
 FEES 113.50
 Karen L. Starck, Recorder

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

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Dennis Scott Horner

Name of Mortgagee(s)

- to -

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

Mortgagee

P.O. Box 463

Ridgway, Pa. 15853

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

Entered of Record 10-18 1996 ; 12:46 PM Karen L. Starck, Recorder

“EXHIBIT B”

Vol. 1321 PAGE 516

This Deed,

MADE THE Second day of January
of our Lord one thousand nine hundred and ninety.

BETWEEN DENNIS E. HORNER and YVONNE E. HORNER, husband and wife,
of R.D.#1, Rimersburg, Pennsylvania, 16248,

and DENNIS SCOTT HORNER of West Weber Avenue, No. 301, DuBois,
Pennsylvania, 15801,

WITNESSETH, that in consideration of

-----\$18,000.00-----
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantee, his heirs and assigns,

ALL that certain lot or piece of ground with buildings and improvements
erected thereon, situate, lying and being in the City of DuBois, Clear-
field County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the South side of West Weber Avenue,
13 feet from the corner of West Weber Avenue and Franklin Street;
thence North 62° 30' West, 167 feet to a post at Orange Alley; thence
South 27° 30' West, 120 feet to a post; thence South 62° 30' East,
144.6 feet to a post at the bank of Pentz Run; thence North 38° East,
122.3 feet to the place of beginning.

RESERVING right of way and tracks now thereon, being the

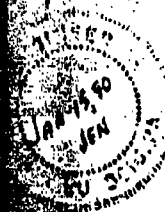
132 517

siding or switch leading from the Main line of the B. R. and P. R. to storage house, with the further right to build and construct additional siding tracks or switch on said land to the East of the present tracks as and when required, for use of the storage house property.

ALSO GRANTING unto Grantee, his heirs and assigns, an easement for purposes of ingress and egress to and from said premises to be used in common with others over lands known as Tax Parcel No. 7-5-2-418.

BEING the same tract as conveyed to Dennis E. Horn by Marc Katzen and Harold M. Nelson, t/a Katzen and Nelson Real Estate Co., a Partnership, by deed dated November 25, 1985 and recorded in Clearfield County Deed Book Volume #1052, page #554.

THIS IS A CONVEYANCE BETWEEN PARENTS AND CHILD AND IS EXEMPT FROM STATE AND LOCAL STAMPS.



And the said grantor hereby covenant and agree that they will warrant the property hereby conveyed.

-----GENERALY-----
This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Leora Rutan
Leora Rutan

Dennis E. Horner
Dennis E. Horner
Yvonne E. Horner
Yvonne E. Horner



State of PENNSYLVANIA

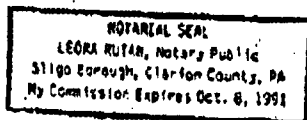
County of CLARION

On this, 2nd, day of January, 1990, before me,

the undersigned officer, personally appeared DENNIS E. HORNER and YVONNE E. HORNER, husband and wife,

known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Leora Rutan

Notary Public

Title of Officer

do hereby certify that the precise residence and complete post office address of the within named grantee is West Weber Avenue, No. 301, DuBois, Pa. 15801.

1/11/90

19 90

Dennis E. Horner

Attorney for

Vol 1321 Page 519

Deed

DENNIS E. HORNER,
et ux.

TO

DENNIS SCOTT HORNER
West Weber Avenue
No. 301
DuBois, Pa. 15801

WARRANTY

GERALD W. BISH
Attorney At Law
P.O. Box 323
DuBois, PA 15805

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield }

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:01 PM 1/11/90
BY Dennis Scott Horner
FEE 1.50
Michael R. Lytle, Recorder

RECORDED on this 11th day of Jan

A. D. 1990, in the Recorder's office of the said County, in Deed Book

Vol. 1321, Page 516

Given under my hand and the seal of the said office, the date above written.

Michael R. Lytle, Recorder

My Commission Expires
First Monday in January, 1992

Entered of Record Jan 11 1990 3:01 PM Michael R. Lytle, Recorder.

EXHIBIT "C"

REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II
Wayne M. Pecht*+

* Member of California Bar
+ CPA/LLM in Taxation

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

October 9, 2003

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

TO: Dennis Scott Horner
309 W. Weber Avenue
Du Bois, PA 15801

FROM: Beneficial Consumer Discount Company, d/b/a
Beneficial Mortgage Co of Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 781-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSE FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUESE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME Dennis Scott Horner
PROPERTY ADDRESSES: 309 West Weber Street, Debois, PA 15801
LOAN ACCOUNT NO.: 711723 20 502363
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial
 Mortgage Co of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Mortgage Co of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY ASSISTANCE:

*IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

*IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND,

*IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION: Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceeding will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 309 W Weber Avenue, Dubois, PA 15801, IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Account # 711723 20 502363

May, 2003 through September, 2003 - 5 payments of \$275.00 = \$1,375.00

Other charges (explain/itemize): Past Due Payments: \$1,375.00 + interest: \$5,130.42 = \$6,505.42

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,505.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within

the **THIRTY (30) DAY** period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted. **EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Beneficial Consumer Discount Company
Foreclosure Dept.
961 Weigel Drive
Elmhurst, IL 60126
(800) 959-3482 Ext. 7063
Fax: (630) 617-7749
Tiffanie Toney-Davis

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

YOU MAY ALSO HAVE THE RIGHT:

*** TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**

***TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTION ON YOUR BEHALF.**

***TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)**

***TO ASSIST THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**

***TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

***TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

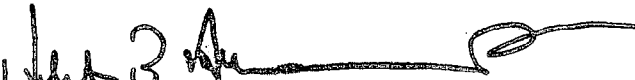
CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814)535-6556
(814)539-1688

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814)539-6335

It is only necessary to schedule one face-to-face meeting. You should advise Ms. Toney-Davis at Beneficial Consumer Discount Company, immediately of your intentions.

Sincerely,



Herbert P. Henderson, II
Attorney for Beneficial Consumer Discount Company
36 East King Street
Lancaster, PA 17602
(717)295-9159

pc: Tiffanie Toney-Davis, Beneficial Finance

FILED 1cc shf
NOV 20 2003
Atty Pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

HORNER, DENNIS SCOTT

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14859

03-1736-CD

SHERIFF RETURNS

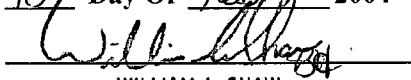
NOW DECEMBER 15, 2003 AT 10:32 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DENNIS SCOTT HORNER, DEFENDANT AT RESIDENCE 320 SPRING AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS SCOTT HORNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
32.05	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY CK# 27024

Sworn to Before Me This

12th Day Of Feb 2004



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

So Answers,



Chester A. Hawkins
Sheriff

FILED

013:00:24
FEB 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

vs.

DENNIS SCOTT HORNER
Defendant

NO. 03-1736-CD

ACTION IN MORTGAGE
FORECLOSURE

PROOF OF SERVICE

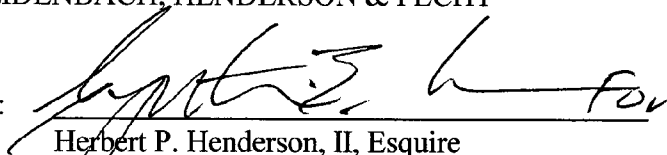
I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby
certify that on February 18, 2004, I mailed by first class mail a copy of the Notice of Intention to

Take Default Judgment in the above matter upon the following:

Dennis Scott Horner
320 Spring Avenue
Dubois, PA 15801

REIDENBACH, HENDERSON & PECHT

By:



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

W. 1/12/04 sec to atty
FEB 20 2004 E
E

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

vs.

DENNIS SCOTT HORNER
Defendant

NO. 03-1736-CD

ACTION IN MORTGAGE
FORECLOSURE

TO: Dennis Scott Horner

DATE: February 18, 2004

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Keystone Legal Service
213 N. Second Street
Clearfield, PA 16830
(814) 765-9646

REIDENBACH, HENDERSON & PECHT

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

FEB 20 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

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

Plaintiff

vs.

DENNIS SCOTT HORNER

Defendant

No. 03-1736-CD

MORTGAGE FORECLOSURE

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly enter Judgment by Default in favor of the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, and against the Defendant, Dennis Scott Horner, for failure to answer the Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof, and assess Plaintiff's damages as follows:

Outstanding Principal Balance	\$42,868.04
Interest through March 1, 2004	\$ 7,912.86
Attorneys Commission	\$ 2,486.99
Total	\$53,267.88

I hereby certify that the appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P 237.1 on the dates indicated on the Notices.

REIDENBACH, HENDERSON & PECHT

By: 

Herbert P. Henderson, II
Attorney for the Plaintiff
Attorney I.D. No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

MAR 05 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

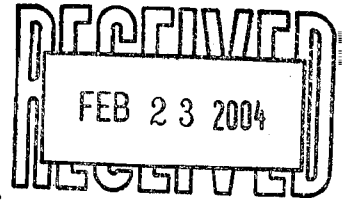
BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA,
Plaintiff

vs.

DENNIS SCOTT HORNER
Defendant

NO. 03-1736-CD

ACTION IN MORTGAGE
FORECLOSURE



TO: Dennis Scott Horner

DATE: February 18, 2004

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

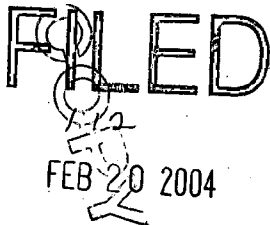
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Keystone Legal Service
213 N. Second Street
Clearfield, PA 16830
(814) 765-9646

REIDENBACH, HENDERSON & PECHT

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159



William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

vs.

DENNIS SCOTT HORNER
Defendant

NO. 03-1736-CD

ACTION IN MORTGAGE
FORECLOSURE

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby
certify that on February 18, 2004, I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Dennis Scott Horner
320 Spring Avenue
Dubois, PA 15801

REIDENBACH, HENDERSON & PECHT

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

vs.

DENNIS SCOTT HORNER
Defendant

NO. 03-1736-CD

ACTION IN MORTGAGE
FORECLOSURE

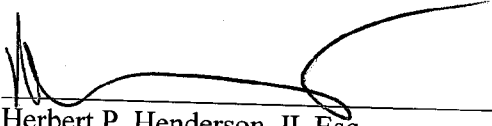
AFFIDAVIT AS TO MILITARY SERVICE

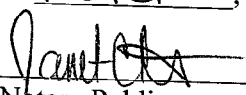
COMMONWEALTH OF PENNSYLVANIA

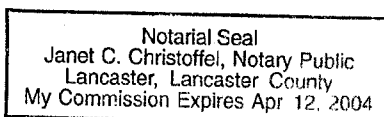
COUNTY OF CLEARFIELD

SS

HERBERT P. HENDERSON, II, ESQUIRE, attorney for Plaintiff in the above captioned matter hereby depose and state that he is unable to ascertain whether Defendants are in the military service pursuant to the Soldiers' and Sailors' Civil Relief Act of October 17, 1940, as amended.


Herbert P. Henderson, II, Esq.
Attorney for Plaintiff
Attorney ID #56304

Sworn to and subscribed)
before me this 3rd Day)
of March, 2004.)

Notary Public)



Office of Prothonotary of Court of Common Pleas of Clearfield County, Pa,

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2004 Confessed Judgment Docket at 03-1736-CD in the amount of \$53,267.89 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession if judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: _____

Prothonotary

To:

Dennis Scott Horner
320 Spring Avenue
Dubois, PA 15801

FILED

M 1:35 PM 4th Dist. Ct. 10th
MAR 05 2004

William A. Shaw
Prothonotary

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

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2003-01736-CD

Real Debt: \$53,267.88

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dennis Scott Horner
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 5, 2004

Expires: March 5, 2009

Certified from the record this 5th day of March, 2004

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

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

Plaintiff

vs.

DENNIS SCOTT HORNER

Defendant

No. 03-1736-CD

MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County,
against Dennis Scott Horner, Defendant,

and direct the Sheriff to levy on 309 W. Weber Avenue, Debois, PA 15801

Amount Due:

Principal Due	\$42,868.04
Delinquent Interest	\$ 8,335.50
(Through 3/29/04 at	
per diem rate of \$9.64)	
Attorney Fee (5%)	\$ 2,486.99

TOTAL \$53,690.53 plus costs of proceeding

125.00 Prothonotary costs

REIDENBACH, HENDERSON & PECHT

Dated: 4/19/04

By: 

Herbert P. Henderson, II, Esquire
Attorney I.D. No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

APR 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 100 Shff and
M/230884 of Le wnts w/ pmp decr. to Shff
APR 21 2004

William A. Shaw
Prothonotary/Clerk of Courts
Patty pd. 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL MORTGAGE	:	
CO. OF PENNSYLVANIA,	:	
	:	No. 03-1736-CD
Plaintiff	:	
vs.	:	MORTGAGE FORECLOSURE
	:	
DENNIS SCOTT HORNER	:	
Defendant	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed to the following information concerning the real property located at 309 W. Weber Avenue, Debois, PA 15801

1. Names and addresses of Owners or Reputed Owners:

Dennis Scott Horner
320 Spring Avenue
Debois, PA 15801

2. Names and addresses of Defendants in the Judgment:

Dennis Scott Horner
320 Spring Avenue
Debois, PA 15801

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
P.O. Box 8634
Elmhurst, IL 60126

FILED ^{NO} CC
m/2:30/204
APR 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
P.O. Box 8634
Elmhurst, IL 60126

5. Name and address of every other person who has any record lien on their property:

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

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

None

7. 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:

None

I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. 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.

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

By: _____

Herbert P. Henderson, II,
Attorney for Plaintiff

Date: 4/19/04

Sworn and subscribed)

before me this 19th)

of April, 2004.)

Maura M. Keener)

NOTARIAL SEAL
MAURA M. KEENER, NOTARY PUBLIC
CITY OF LANCASTER, LANCASTER CO.
MY COMMISSION EXPIRES MAY 13, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL MORTGAGE	:	
CO. OF PENNSYLVANIA,	:	
	:	No. 03-1736-CD
Plaintiff	:	
vs.	:	MORTGAGE FORECLOSURE
	:	
DENNIS SCOTT HORNER	:	
Defendant	:	

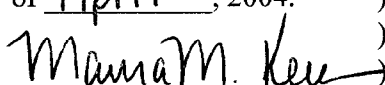
AFFIDAVIT OF ACT 91 OF 1983

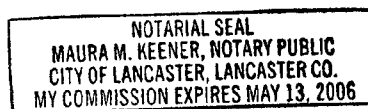
I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about October 9, 2004, I sent the requisite Notice pursuant to Act 91 of 1983 to the above-captioned Defendants relating to the property that is the subject of the above-captioned Action in Mortgage Foreclosure.



Herbert P. Henderson, II, Esquire
36 East King Street
Lancaster, PA 17602
(717) 295-9159
Attorney for the Plaintiff
Attorney ID No. 56304

Dated: 4/19/04

Sworn and subscribed)
before me this 19th Day)
of April, 2004.)
)
Notary Public



FILED ^{no}
m/12:30:34 cc
APR 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

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

Plaintiff

vs.

DENNIS SCOTT HORNER

Defendant

No. 03-1736-CD

MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon
and sell the properties described below:

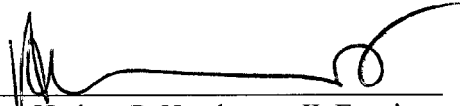
SEE ATTACHED LEGAL DESCRIPTION

 X Affidavit of Military Service filed.
Dated: March 5, 2004

Amount Due \$42,868.04
Interest \$ 8,335.50

Prothy. Costs \$ 125.00
Sheriff's Costs \$ _____

REIDENBACH, HENDERSON & PECHT

By: 
Herbert P. Henderson, II, Esquire
Attorney I.D. No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: _____ 4/21/04
Deputy Prothonotary

ALL THAT CERTAIN lot or piece of ground with buildings and improvements erected thereon, situate lying and being in the City of DeBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the South side of West Weber Avenue, 13 feet from the corner of West Weber Avenue and Franklin Street; thence North 62 degrees 30 minutes West, 167 feet to a post at Orange Alley; thence South 27 degrees 30 minutes West, 120 feet to a post; thence South 62 degrees 30 minutes East, 144.6 feet to a post at the bank of Pentz Run; thence North 35 degrees East 122.3 feet to the place of BEGINNING.

RESERVING right of way and tracks now thereon, being the siding or switch leading from the Main line of the B. R. and P.B.R. to storage house, with the further right to building and construct additional siding tracts or switch on said land to the east of the present tracks as and when required, for use of the storage house property.

BEING THE SAME PREMISES WHICH Dennis E. Horner and Yvonne E. Horner, husband and wife, by Deed dated January 2, 1990 and recorded January 11, 1990 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book 1321, Page 516, granted and conveyed unto Dennis Scott Horner, his heirs and assigns.

TAX PARCEL: 7-5-2-415

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15702

NO: 03-1736-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PA
vs.

DEFENDANT: HORNER, DENNIS SCOTT

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/21/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/20/2005

DATE DEED FILED **NOT SOLD**

DETAILS

@ SERVED DENNIS SCOTT HORNER

@ SERVED

NOW, JULY 14, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SALE.
RETURN THE WRIT TIME EXPIRED.

FILED
0110:25/01
JUN 02 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15702

NO: 03-1736-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PA
vs.

DEFENDANT: HORNER, DENNIS SCOTT

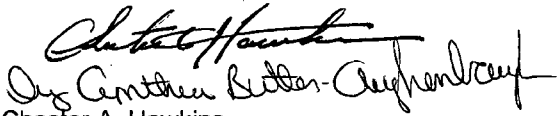
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$114.44

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

Plaintiff

vs.

DENNIS SCOTT HORNER

Defendant

No. 03-1736-CD

MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon
and sell the properties described below:

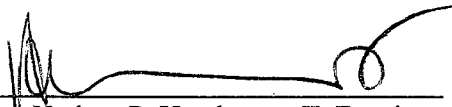
SEE ATTACHED LEGAL DESCRIPTION

 X Affidavit of Military Service filed.
Dated: March 5, 2004

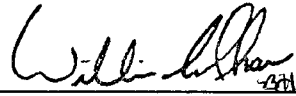
Amount Due \$42,868.04
Interest \$ 8,335.50

Prothy. Costs \$ 12500
Sheriff's Costs \$

REIDENBACH, HENDERSON & PECHT

By: 
Herbert P. Henderson, II, Esquire
Attorney I.D. No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

By:  4/21/04
~~Deputy~~ Prothonotary

(SEAL)

Received April 21, 2004 @ 2:45 P.M.
Chester A. Stauffer
by Cynthia Butler-Aughonbaugh

ALL THAT CERTAIN lot or piece of ground with buildings and improvements erected thereon, situate lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the South side of West Weber Avenue, 13 feet from the corner of West Weber Avenue and Franklin Street; thence North 62 degrees 30 minutes West, 167 feet to a post at Orange Alley; thence South 27 degrees 30 minutes West, 120 feet to a post; thence South 62 degrees 30 minutes East, 144.6 feet to a post at the bank of Pentz Run; thence North 35 degrees East 122.3 feet to the place of BEGINNING.

RESERVING right of way and tracks now thereon, being the siding or switch leading from the Main line of the B. R. and P.B.R. to storage house, with the further right to building and construct additional siding tracts or switch on said land to the east of the present tracks as and when required, for use of the storage house property.

BEING THE SAME PREMISES WHICH Dennis E. Horner and Yvonne E. Horner, husband and wife, by Deed dated January 2, 1990 and recorded January 11, 1990 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book 1321, Page 516, granted and conveyed unto Dennis Scott Horner, his heirs and assigns.

TAX PARCEL: 7-5-2-415

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DENNIS SCOTT HORNER

NO. 03-1736-CD

NOW, June 02, 2005, 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 , I exposed the within described real estate of Horner, Dennis Scott to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE LEVY	
MILEAGE POSTING	
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$114.44

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$20.00
COSTS:	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	114.44
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$239.44

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

REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II
Wayne M. Pecht**

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

* Member of California Bar
+ CPA/LLM in Taxation

July 14, 2004

VIA FACSIMILE: 1-814-765-5915

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
Attn: Cindy

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of
Pennsylvania vs. Dennis Horner

Dear Sir or Madam:

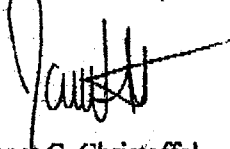
Please cancel the sale scheduled for August 6, 2004 at 10:00 a.m. There has been no realization. Please refund any unused advance to our office.

Thank you for your assistance in this matter. Should you have any questions or need additional information, please contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:


Janet C. Christoffel
Paralegal

JCC
Enclosure

Suite 200
1205 Manor Drive
Mechanicsburg, PA 17055

Telephone: 717-691-9810
Fax: 717-766-3361

TOTAL P.02