

04-41-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY vs. KEITH D.  
ROUGEUX et al

Beneficial et. al vs. Keith Rougeux, et. al.  
2004-41-CD

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

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

v.

Keith D. Rougeux  
Box 229  
Frenchville, PA 16836  
and  
Elma Rougeux a/k/a  
Elma M. Rougeux  
Box 229  
Frenchville, PA 16836

Clearfield County  
Court of Common Pleas

Number 04-41-CD

FILED

JAN 09 2004

William A. Shaw  
Prothonotary/Clerk of Courts

## 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, 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.

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

### AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A OTELEFONEAR LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMATION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

v.

Keith D. Rougeux  
Box 229  
Frenchville, PA 16836

Number

and

Elma Rougeux a/k/a  
Elma M. Rougeux  
Box 229  
Frenchville, PA 16836

**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 Keith D. Rougeux, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Box 229, Frenchville, PA 16836.

3. The Defendant is Elma Rougeux a/k/a Elma M. Rougeux, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known

address is Box 229, Frenchville, PA 16836.

4. On 03/17/1999, 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 as Instrument #199904291.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Box 229, Frenchville, PA 16836.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/17/2003 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	\$	45,568.19
Interest through 12/31/2003	\$	9,671.52
(Plus \$ 16.60 per diem thereafter)		
Attorney's Fee	\$	2,278.41
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	200.00
GRAND TOTAL	\$	58,068.12

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.

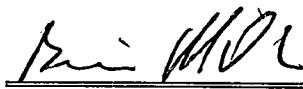
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,068.12, together with interest at the rate of \$16.60 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Bernie Miller, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL C.D.C. et al., 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.



Bernie Miller

711707

## MORTGAGE

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

THIS MORTGAGE is made this day 17TH of MARCH 1999, between the Mortgagor,  
KEITH D ROUGEUX AND ELMA M ROUGEUX, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1995 S. ATHERTON ST., STATE COLLEGE, PA 16801  
(herein "Lender").

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 46,788.60, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MARCH 17, 1999, and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 17, 2014;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COVINGTON IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 03/31/1987 AND RECORDED 03/31/1987 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN VOLUME 1147 PAGE 550. TAX PARCEK IDS: 111-Q05-40.1

KAREN L. STARCK REGISTER AND RECORDER CLEARFIELD COUNTY, PA Pennsylvania	INSTRUMENT NUMBER <b>199904291</b>	RECORDED ON <b>Mar 22, 1999 12:30:58 PM</b>	RECORDING FEES - \$17.00 RECORDER \$1.00 COUNTY IMPROVEMENT FUND \$1.00 RECORDER IMPROVEMENT FUND \$1.00 STATE WRIT TAX \$0.50 TOTAL \$19.50
---	---------------------------------------	--	---

# EXHIBIT A



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

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

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer, Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



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

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

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

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

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

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

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

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

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

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

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



**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ORIGINAL

10-01-98 MTG



PA001254

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

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

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

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

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

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



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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

Keith D. Rougey

-Borrower

Elma M. Rougey

-Borrower

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

1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender. By: John T. Foxx JOHN T FOXX Title: BSM

COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

HELENE A. SHECKLER, a Notary Public in and for said county and state, do hereby certify that  
KEITH D ROUGEUX AND ELMA M ROUGEUX, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that The Y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of MARCH, 19 99.

My Commission expires:

Helene A. Scheckler  
Notary Public

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

(Name)

1995 S ATHERTON ST STATE COLLEGE, PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA001256



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
	:	
V.	:	
	:	
KEITH D. ROUGEUX	:	NUMBER 04-41-02
ELMA ROUGEUX A/K/A	:	
ELMA M. ROUGEUX	:	

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania in the above-captioned  
matter.



TERRENCE J. McCABE, ESQUIRE

**FILED**

JAN 09 2004

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

ROUGEUX, KEITH D. & ELMA a/k/a ELMA M.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15042

04-41-CD

**SHERIFF RETURNS**

---

NOW JANUARY 21, 2004 AT 9:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ELMA ROUGEUX a/k/a ELMA M. ROUGEUX, DEFENDANT AT RESIDENCE, BOX 229, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELMA ROUGEUX A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

---

NOW JANUARY 21, 2004 AT 9:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEITH D. ROUGEUX, DEFENDANT AT RESIDENCE, BOX 229, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELMA ROUGEUX, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

---

**Return Costs**

Cost	Description
36.00	SHERIFF HAWKINS PAID BY: ATTY CK# 37903

---

Sworn to Before Me This

14 Day Of January 2004  
William A. Shaw

So Answers,

  
By Mailey Hawkins  
Chester A. Hawkins  
Sheriff

**FILED**

*MO 8:34 AM*

APR 14 2004

William A. Shaw  
Prothonotary

**Praecept for Writ of Execution-MORTGAGE FORECLOSURE**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania      IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VS.

2004-00041-CD

NO. TERM

Keith D. Rougeux and Elma  
Rougeux a/k/a Elma M. Rougeux

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property

Keith D. Bougeux and Elma Bougeux a/k/a Elma M. Bougeux

Of defendant(s) and

3. Against the following property in the hands of (name) \_\_\_\_\_  
\_\_\_\_ Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux \_\_\_\_\_

4. And index this writ;

(a) against\_

Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux Defendant(s)

and

(b) against \_\_\_\_\_ as Garnishee

As a lis pendens against real property of the defendant(s) in name of garnishee as follows, Box 229, Frenchville, PA 16836

---

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 60,342.32  
Interest from 05/18/04-sale date @ 9.91 \$ \_\_\_\_\_  
Costs (to be added) \$ \_\_\_\_\_

125.00 Prothonotary costs

FILED

MAY 20 2004

William A. Shaw  
Prothonotary/Clerk of Courts

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff(s)

NO. 2004-00041-CD TERM TERM

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

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

(MORTGAGE FORECLOSURE)

EXECUTION DEBT \$60,342.32  
INTEREST FROM 05/18/04 - sale date @ 9.91  
PROTHONOTARY USE ATTORNEY USE PLAINTIFF ATTORNEY'S COMM.  
SATISFACTION SHERIFF

TERRENCE J. McCABE, ESQUIRE  
Attorney I.D. No 16496  
1123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
Tel: 215 790 1010

**Attorney for Plaintiff(s):**

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of lands now or formerly of Victor Hugney, thence Northwesterly along line of land now or formerly of P.C. Coudriet, thirteen (13) perches to a stone; thence Southwesterly by line of land now or formerly of Margaret Coudriet, sixteen (16) perches to a post; thence Southeasterly, thirteen (13) perches to a post by land now or formerly of P.C. Coudriet; thence Northeasterly sixteen and one-sixth (16 1/6) perches to place of beginning.

CONTAINING one (1) acre and fifty-eight (58) perches.

Tax Parcel #111-Q5-40.1

**Being Known As: Box 229, Frenchville, PA 16836.**

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 Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at Box 229, Frenchville, PA 16836, 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
Keith D. Rougeux	Box 229 Frenchville, PA 16836
Elma Rougeux a/k/a Elma M. Rougeux	Box 229 Frenchville, PA 16836

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

Name	Address
Keith D. Rougeux	Box 229 Frenchville, PA 16836
Elma Rougeux a/k/a Elma M. Rougeux	Box 229 Frenchville, PA 16836

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.

William F. Edmunds and Bernice R. Edmunds,  
Box 190 Frenchville, PA 16836

Beneficial Consumer Discount Company,  
1995 S. Atherton Street, State College, PA

Beneficial Consumer Discount Company,  
1996 S. Atherton Street, State College, PA 16801

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

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:

Commonwealth of Pennsylvania  
Inheritance Tax Office  
1400 Spring Garden Street  
Philadelphia, PA 19130

Internal Revenue Service  
Federated Investors Tower  
13<sup>th</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222

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:

Tenant(s) Box 229,  
Frenchville, PA 16836

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.

May 17, 2004

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

DATE

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of lands now or formerly of Victor Hugney, thence Northwesterly along line of land now or formerly of P.C. Coudriet, thirteen (13) perches to a stone; thence Southwesterly by line of land now or formerly of Margaret Coudriet, sixteen (16) perches to a post; thence Southeasterly, thirteen (13) perches to a post by land now or formerly of P.C. Coudriet; thence Northeasterly sixteen and one-sixth (16 1/6) perches to place of beginning.

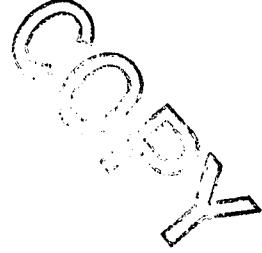
CONTAINING one (1) acre and fifty-eight (58) perches.

Tax Parcel #111-Q5-40.1

**Being Known As: Box 229, Frenchville, PA 16836.**

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

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



Vs.

NO.: 2004-00041-CD

Keith D. Rougeux and  
Elma Rougeux a/k/a Elma M. Rougeux

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from KEITH D. ROUGEUX and ELMA ROUGEUX a/k/a ELMA M. ROUGEUX, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$60,342.32**  
INTEREST from 5/18/04-sale date @ 9.91  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/20/2004

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

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

Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of lands now or formerly of Victor Hugney, thence Northwesterly along line of land now or formerly of P.C. Coudriet, thirteen (13) perches to a stone; thence Southwesterly by line of land now or formerly of Margaret Coudriet, sixteen (16) perches to a post; thence Southeasterly, thirteen (13) perches to a post by land now or formerly of P.C. Coudriet; thence Northeasterly sixteen and one-sixth (16 1/6) perches to place of beginning.

CONTAINING one (1) acre and fifty-eight (58) perches.

Tax Parcel #111-Q5-40.1

**Being Known As: Box 229, Frenchville, PA 16836.**

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

FILED  
Attorney for Plaintiff

MAY 20 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania VS. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$58,068.12
Interest from 01/01/04-05/17/04	\$ 2,274.20
TOTAL	\$60,342.32

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 20<sup>th</sup> day of May, 2004,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania  
and against Defendant(s), Keith D. Rougeux and Elma Rougeux a/k/a  
Elma M. Rougeux and damages are assessed in the amount of  
\$60,342.32, plus interest and costs.

BY THE PROTHONOTARY:



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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant(s), is/are over eighteen (18) years of age and resides at resides at the respective addresses:

Keith D. Rougeux

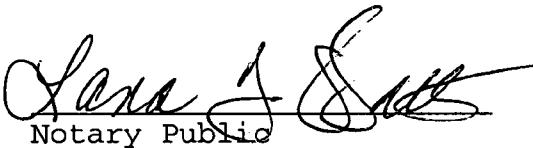
Box 229  
Frenchville, PA 16836

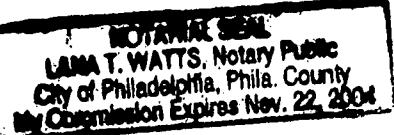
Elma Rougeux a/k/a  
Elma M. Rougeux

Box 229  
Frenchville, PA 16836

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 17th DAY  
OF May, 2004.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public



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 Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

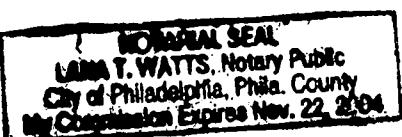
CERTIFICATION

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 17th DAY  
OF May, 2004.

  
Anna T. Watts  
Notary Public

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.



TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

March 25, 2004

To: Keith D. Rougeux  
Box 229  
Frenchville, PA 16836

**EXHIBIT "A"**

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

vs.

Keith D. Rougeux  
and  
Elma Rougeux a/k/a Elma M. Rougeux

Clearfield County  
Court of Common Pleas

Number 2004-00041-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 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.

Dave Meholick  
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 COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

**Terrence J. McCabe, Esquire  
Attorney for Plaintiff  
McCABE, WEISBERG & CONWAY, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109**

TJM/cc

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

William A. Shaw  
Prothonotary

March 25, 2004

To: Elma Rougeux a/k/a Elma M. Rougeux  
Box 229  
Frenchville, PA 16836

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

vs.

Keith D. Rougeux  
and  
Elma Rougeux a/k/a Elma M. Rougeux

Clearfield County  
Court of Common Pleas

Number 2004-00041-CD

EXHIBIT "A"

**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 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.

Dave Meholick  
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 COMPARRECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARRECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

**Terrence J. McCabe, Esquire  
Attorney for Plaintiff  
McCABE, WEISBERG & CONWAY, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109**

TJM/cc

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

William A. Shaw  
Prothonotary

To: Keith D. Rougeux  
Box 229  
Frenchville, PA 16836

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

**NOTICE**

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

5/20/04  
William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

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

William A. Shaw  
Prothonotary

To: Elma Rougeux a/k/a Elma M. Rougeux  
Box 229  
Frenchville, PA 16836

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

**NOTICE**

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

5/20/04  
William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

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

3  
COPY

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania  
Plaintiff(s)

No.: 2004-00041-CD

Real Debt: \$60,342.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Keith D. Rougeux  
Elma Rougeux  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 20, 2004

Expires: May 20, 2009

Certified from the record this 20th day of May, 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

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 Company d/b/a Beneficial Mortgage Company of	CLEARFIELD COUNTY COURT OF COMMON PLEAS
---	--

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 Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Keith D. Rougeux and Elma Rougeux a/k/a Elma M. Rougeux	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-00041-CD
--	---

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 26<sup>th</sup> DAY OF AUGUST, 2004, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 26<sup>th</sup> DAY  
OF AUGUST, 2004.

  
NOTARY PUBLIC

NOTARIAL SEAL  
LANA T. WATTS, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Nov. 22, 2004

FILED

SEP 07 2004  
11/3/04  
William A. Shaw  
Prothonotary  
I cert to Attn:

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:

Commonwealth of Pennsylvania

Inheritance Tax Office

1400 Spring Garden Street

Philadelphia, PA 19130

Internal Revenue Service

Federated Investors Tower

13<sup>th</sup> Floor, Suite 1300

1001 Liberty Avenue

Pittsburgh, PA 15222

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:

Tenant(s)

Box 229,  
Frenchville, PA 16836

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.

August 26, 2004

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

Name and Address of Sender

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

Article Number  
Check type of mail or service:

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

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

Postmark and  
Date of Receipt

1. \_\_\_\_\_

Bene v. Rougeux, K  
Keith D. Rougeux  
Box 229  
Frenchville, PA 16836

Postage      Postage  
Fee      Fee  
Handling Charge      Actual Value  
if Registered      Insured  
Value      Due Sender  
if COD      DC Fee      SC Fee      SH Fee      RD Fee      RR Fee

2. \_\_\_\_\_

Elma Rougeux a/k/a Elma M. Rougeux  
Elma Rougeux a/k/a Elma M. Rougeux  
Box 229  
Frenchville, PA 16836

State College, PA 16801  
Beneficial Consumer Discount Co, d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
P.O. Box 8621  
Elmhurst, IL 60126  
Attn: Al Spears

3. \_\_\_\_\_

William F. Edmunds  
Box 190  
Frenchville, PA 16836

Commonwealth of Pennsylvania  
Inheritance Tax Office  
1400 Spring Garden Street  
Philadelphia, PA 19130

4. \_\_\_\_\_

Bernice R. Edmunds,  
Box 190  
Frenchville, PA 16836

Internal Revenue Service  
Federated Investors Tower  
13th Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222

5. \_\_\_\_\_

William F. Edmunds  
C/O Donald E. Shawney  
County National Bank  
P.O. Box 42, 7 South Second Street  
Clearfield, Pennsylvania 16830

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

6. \_\_\_\_\_

Bernice R. Edmunds,  
C/O Donald E. Shawney  
County National Bank  
P.O. Box 42, 7 South Second Street  
Clearfield, Pennsylvania 16830

Commonwealth of Pennsylvania  
Department of Welfare P.O. Box 2675  
Harrisburg, PA 17105

7. \_\_\_\_\_

Beneficial Consumer Discount Company  
1995 S. Atherton Street  
State College, PA 16801

Beneficial Consumer Discount Company  
1996 S. Atherton Street

8. \_\_\_\_\_

Beneficial Consumer Discount Company  
1996 S. Atherton Street

Total Number of Pieces  
Listed by Sender  
14

Total Number of Pieces  
Received at Post Office  
Postmaster, Per (Name of receiving employee)  
PS Form 3877, February 2002 (Page 1 of 2)

See Privacy Act Statement on Reverse

1573 U.S. POSTAGE  
7011 \$04.200  
5298 FROM ZIP CODE

1573 U.S. POSTAGE  
7011 \$04.200  
5298 FROM ZIP CODE

1573 U.S. POSTAGE  
7011 \$04.200  
5298 FROM ZIP CODE

**EXHIBIT "B"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

IN RE: Sale of real property of Keith and Alma  
Rougeux on October 1, 2004, under Writ  
Of Execution issued to Beneficial Consumer  
Discount Company d/b/a Beneficial mortgage  
Company of Pennsylvania

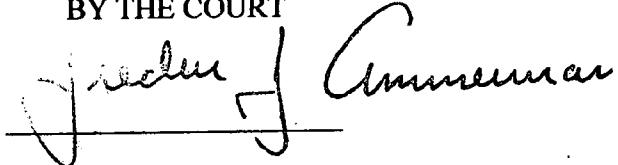
No. 04-41-CD

RULE TO SHOW CAUSE

AND NOW, this 8th day of October, 2004, upon consideration of attached  
Petition of Bernice Edmunds and County National Bank, Trustee, a Rule is hereby issued  
upon the Sheriff of Clearfield County and Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania to Show Cause why the Petition should  
not be granted.

Rule returnable the 28 day of October, 2004, for filing written response.

BY THE COURT



FILED

o 10/13/04 1cc atty Krieger w/memo

OCT 11 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

IN RE: Sale of real property of Keith and Alma  
Rougeux on October 1, 2004, under Writ  
Of Execution issued to Beneficial Consumer  
Discount Company d/b/a Beneficial mortgage  
Company of Pennsylvania

No. 04-41-CD

Type of Pleading:  
PETITION AND RULE TO  
SHOW CAUSE WHY THE  
SHERIFF'S SALE OF 01  
OCTOBER 2004, OF THE  
REAL PROPERTY OF  
KEITH AND ELMA  
ROUGEUX SHOULD NOT  
BE SET ASIDE

Filed by:  
Bernice Edmunds and  
County National Bank,  
Trustee

Counsel:  
William C. Kriner  
PO Box 1425  
Clearfield, PA 16830  
(814) 768-7893  
PA I.D. 15559

FILED  
010:13 6A 1CC to ally Kriner

OCT 11 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

IN RE: Sale of real property of Keith and Alma  
Rougeux on October 1, 2004, under Writ  
Of Execution issued to Beneficial Consumer  
Discount Company d/b/a Beneficial mortgage  
Company of Pennsylvania

No. 04-41-CD

PETITION AND RULE TO SHOW CAUSE WHY THE SHERIFF'S SALE OF  
01 OCTOBER 2004, IF THE REAL PROPERTY OF KEITH AND ELMA ROUGEUX  
SHOULD NOT BE SET ASIDE

NOW COMES, Bernice Edmunds and County National Bank, Trustee, by and through their attorney, William C. Kriner, to file the within Petition and Rule under Rule 3132 of the Pa. R. C. P.:

1. That Bernice Edmunds [Edmunds] is the mortgagee under a purchase money mortgage dated 31 March 1987, recorded in Clearfield County at Book 1147 page 554, against the real property of Keith and Elma Rougeux.
2. That the real property of Keith and Elma Rougeux subject to the Edmunds mortgage was sold by the Sheriff of Clearfield County on 01 October 2004 to Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania [Beneficial] as highest bidder for the sum of \$1.00 plus costs.
3. That the Edmunds mortgage is a priority lien under 42 Pa. C. S. Section 8141.
4. That the List of Liens provided to the Sheriff on the day of the sale by Peter Smith, Esquire, which are part of the records of the sale, showed the Edmunds mortgage as a prior in time mortgage to the liens of Beneficial.
5. That Beneficial and its counsel were notified in writing of the prior lien position of Edmunds by letter dated June 11, 2004, from County National Bank [CNB] fiduciary representative of Edmunds. A copy of said letter is attached hereto and incorporated herein by reference.
6. That the Sheriff of Clearfield County and, for a second time, Beneficial and counsel for Beneficial were notified in writing of the prior lien position of Edmunds by letter dated September 22, 2004. A copy of said letter is attached hereto and incorporated herein by reference.

7. That the Schedule of Distribution filed by the Sheriff on 01 October 2004 resulting from the sale provides no payment to Edmunds for her priority lien as a distribution prior to delivery of a deed for the real property to Beneficial. A copy of said Schedule of Distribution is attached hereto and incorporated herein by reference.

8. That in spite of knowledge of the priority lien of Edmunds and contrary to law, Beneficial proceeded with a sale of the property contrary to the rights of Edmunds and the Sheriff conducted a sale contrary to the rights of Edmunds.

9. That as a result of a sale conducted contrary to law and the rights of a prior lien holder, the Court should set aside the Sheriff's Sale of 01 October 2004, and order any other relief that is just and proper.

WHEREFORE, Edmunds and CNB request the Honorable Court to issue a rule against the Sheriff of Clearfield County and Beneficial to show cause why the Sheriff's Sale of 01 October 2004 should not be set aside.

DATED: 08 October 2004

Respectfully submitted,



\_\_\_\_\_  
William C. Kriner  
Attorney for Edmunds and CNB



## COUNTY NATIONAL BANK

P.O. Box 42 - 7 South Second Street  
Clearfield, Pennsylvania 16830

June 11, 2004

Terrence J. McCabe, Esquire  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

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

Re: Clearfield County  
Civil Action #04-41-CD

Dear Gentlemen:

Default Judgment was recently entered against Keith D. & Alma M. Rougeux under a Mortgage Foreclosure Action filed to #04-41-CD. Please be advised that Bernice Edmunds holds a mortgage prior in time to the one held by Beneficial Consumer Discount Company. The outstanding obligation of Mr. & Mrs. Rougeux to Mrs. Edmunds totals \$8,765.55.

Would you kindly contact my office to discuss this matter? Please note that William Edmunds is now deceased and all correspondence regarding this action should be sent c/o of County National Bank.

Very truly yours,

Donald E. Shawley  
Senior Vice President & Senior  
Trust Officer

DES/dmt

Telephone 814-768-7893

*William C. Kriner*  
*Law Office*  
E-Mail: [sgm@pennswoods.net](mailto:sgm@pennswoods.net)  
219 East Market Street  
P. O. Box 1425  
Clearfield, PA 16830

**FILE COPY**

September 22, 2004

Fax 814-768-7895

Chester A. Hawkins, Sheriff  
Clearfield County Court House  
Clearfield, PA 16830

**Re: Beneficial-v-Rougeux  
Writ of Execution  
Jdmt. No. 04-41-CD**

Dear Chet:

This office represents Bernice Edmunds. Mrs. Edmunds holds a mortgage against Keith and Elma Rougeux dated 31 March 1987, and recorded in Clearfield County as 1147 at page 554. This mortgage is a first lien on the property to be sold at Sheriff's sale on October, 1, 2004. As a result, her lien of mortgage must be satisfied before Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania, can obtain title from the sale.

The payoff on said mortgage is \$8,765.55, which must be obtained from any purchaser and shown as a distribution to Mrs. Edmunds on the Sheriff's Return prior to the satisfaction of any other liens, including Beneficial's.

Very truly yours,



William C. Kriner

cc: County National Bank  
ATTN: Mr. Donald Shawley  
Terrence J. McCabe, Esq.  
Beneficial Consumer Discount Company

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      ROUGEUX      NO.      02-41-CD

NOW,      October 1, 2004      by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      1ST      day of OCTOBER      2004, I exposed the within described real estate of      KEITH D. ROUGEUX AND ELMA ROUGEUX A/K/A ELMA M. ROUGEUX to public venue or outcry at which time and place I sold the same to      BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>236.44</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.50</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	60,342.32
INTEREST FROM 5/18/04 @ 9.91	
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>60,342.32</b>
<b>COSTS:</b>	
ADVERTISING	281.16
TAXES - collector      TO 1/05	986.06
TAXES - tax claim      TO 1/05	2,284.30
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	236.44
LEGAL JOURNAL AD	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>4,231.46</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

William C. Kriner

2004-41-CD

Attorney at Law

P. O. Box 1425

Clearfield, PA 16830

+++

(814) 768-7893

FAX: (814) 768-7895

E-MAIL: sgm@pennswoods.net

08 October 2003

VIA HAND DELIVERY

Chester A. Hawkins  
Sheriff of Clearfield County  
Clearfield County Courthouse  
Clearfield, PA 16830

Dear Sheriff Hawkins:

Enclosed for filing is Exceptions to the Schedule of Distribution filed by your office on 01 October as a result of the Sheriff's Sale of the real property of Keith and Elma Rougeux to No. 02-41-CD.

04

These exceptions are being filed under 3136 of the Pa. R. C. P.

Thank you and if you have any questions, please advise.

Very truly yours,

William C. Kriner

CC: Beneficial Consumer Discount Company  
County National Bank Trust Department

FILED

OCT 08 2004  
01 11:20 04

William A. Shaw

Prothonotary/Clerk of Courts

RECEIVED FROM  
SHERIFF

NO CERT COPIES

Exceptions to Sheriff's Schedule of Distribution

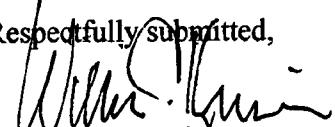
IN RE: Sale of real property of  
Keith D. and Elma Rougeux  
a/k/a Elma Rougeux on 01 October  
2004.  
No. 04-41-CD

NOW COMES, William C. Kriner, Esquire, attorney for Bernice Edmunds [Edmunds] and County National Bank [CNB], Trustee for Bernice Edmunds, filing the following Exceptions under Rule 3136 of the Pa.R.C.P. to the proposed Schedule of Distribution of Sheriff Chester A. Hawkins as a result of the sale referenced above:

1. That Bernice Edmunds is the mortgagee of a purchase money mortgage dated 31 March 1987, recorded in Clearfield County at Book 1147 page 554, against the property sold at the Sheriff's sale of 01 October 2004 as the real property of Keith and Elma Rougeux.
2. That the Edmunds mortgage has priority over the liens of Beneficial Consumer Discount Company [Beneficial] used to issue a Writ of Execution and proceed with a Sheriff's sale.
3. That the List of Liens prepared for the Sheriff showed the Edmunds mortgage as a first lien on the real estate to be sold.
4. That Beneficial and its counsel were advised in writing of the priority of the mortgage of Edmunds. A copy of said writing is attached hereto and incorporated herein by reference.
5. That the Sheriff of Clearfield County was notified in writing of the priority of the mortgage of Edmunds. A copy of said writing is attached hereto and incorporated herein by reference.
6. That the Schedule of Distribution of the Sheriff filed on 01 October 2004, fails to provide for distribution of the amount due to Edmunds on the basis of her priority lien against the property. As copy of the Schedule of Distribution is attached hereto and incorporated herein by reference.
7. That in order for the Schedule of Distribution and the sale underlying said schedule pass valid and correct title to the purchased, an amount of \$8765.55 must be paid to Edmunds to satisfy her priority mortgage on the real property.

WHEREFORE, the Schedule of Distribution must be reissued to require payment to Edmunds of \$8765.55, or otherwise protect her prior mortgage and first lien on the real estate sold before a deed can be delivered to Beneficial based on their bid of \$1.00 plus costs.

Respectfully submitted,



William C. Kriner

Attorney for Edmunds and CNB

08 October 2004

**SECURITY NATIONAL BANK**

P.O. Box 42 • 7 South Second Street  
Clearfield, Pennsylvania 16830

June 11, 2004

Terrence J. McCabe, Esquire  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19103

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

Re: Clearfield County  
Civil Action #04-41-CD

Dear Gentlemen:

Default Judgment was recently entered against Keith D. & Alma M. Rougeux under a Mortgage Foreclosure Action filed to #04-41-CD. Please be advised that Bernice Edmunds holds a mortgage prior in time to the one held by Beneficial Consumer Discount Company. The outstanding obligation of Mr. & Mrs. Rougeux to Mrs. Edmunds totals \$8,765.55.

Would you kindly contact my office to discuss this matter? Please note that William Edmunds is now deceased and all correspondence regarding this action should be sent c/o of County National Bank.

Very truly yours,

Donald E. Shawley  
Senior Vice President & Senior  
Trust Officer

DES/dmt

**William C. Kriner**

*Law Office*

E-Mail: [sgm@pennswoods.net](mailto:sgm@pennswoods.net)

219 East Market Street

P. O. Box 1425

Clearfield, PA 16830

**FILE COPY**

Telephone 814-768-7893

September 22, 2004

Fax 814-768-7895

Chester A. Hawkins, Sheriff  
Clearfield County Court House  
Clearfield, PA 16830

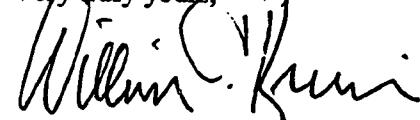
**Re: Beneficial-v-Rougeux  
Writ of Execution  
Jdmt. No. 04-41-CD**

Dear Chet:

This office represents Bernice Edmunds. Mrs. Edmunds holds a mortgage against Keith and Elma Rougeux dated 31 March 1987, and recorded in Clearfield County as 1147 at page 554. This mortgage is a first lien on the property to be sold at Sheriff's sale on October, 1, 2004. As a result, her lien of mortgage must be satisfied before Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania, can obtain title from the sale.

The payoff on said mortgage is \$8,765.55, which must be obtained from any purchaser and shown as a distribution to Mrs. Edmunds on the Sheriff's Return prior to the satisfaction of any other liens, including Beneficial's.

Very truly yours,



William C. Kriner

cc: County National Bank  
ATTN: Mr. Donald Shawley  
Terrence J. McCabe, Esq.  
Beneficial Consumer Discount Company

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      ROUGEUX      NO.      04-41-CD

NOW,      October 1, 2004      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      1ST      day of OCTOBER      2004, I exposed the within described real estate of      KEITH D. ROUGEUX AND ELMA ROUGEUX A/K/A ELMA M. ROUGEUX to public venue or outcry at which time and place I sold the same to      BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>236.44</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.50</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	60,342.32
INTEREST FROM 5/18/04 @ 9.91	
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>60,342.32</b>
<b>COSTS:</b>	
ADVERTISING	281.16
TAXES - collector	TO 1/05
TAXES - tax claim	TO 1/05
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	236.44
LEGAL JOURNAL AD	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>4,231.46</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

William C. Kriner  
Attorney at Law  
P. O. Box 1425  
Clearfield, PA 16830  
+++  
(814) 768-7893  
FAX: (814) 768-7895  
E-MAIL: [sgm@pennswoods.net](mailto:sgm@pennswoods.net)  
08 October 2004

VIA HAND DELIVERY

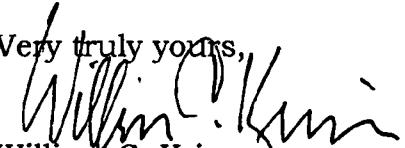
Court Administrator of Clearfield County  
Clearfield County Courthouse  
Clearfield, PA 16830

Ladies and Gentlemen:

Enclosed is a Petition and Rule to Show Cause why a Sheriff's sale of 01 October 2004 should not be set aside. While I have filed exceptions to the Sheriff's Schedule of Distribution under Rule 3136 of Pa. R. C. P., it is also necessary to take this action under Rule 3132. Merely challenging the distribution does not stop a potential deed delivery under Rule 3135. Therefore, this Petition and Rule needs to be filed within 10 days the filing of the Schedule of Distribution which was the day of the sale, 01 October 2004.

I attach a copy of Concord Liberty v. NTC Properties, General Electric which provides a full discussion of the complexities of attacking a Sheriff's sale.

Please contact me if you have any questions.

Very truly yours,  
  
William C. Kriner

Source: All Sources > Cases > **PA State Cases, Combined**  
Terms: **Rule 3135** (Edit Search)

**454 Pa. 472, \*; 312 A.2d 4;  
1973 Pa. LEXIS 785**

**Concord-Liberty Savings and Loan Association et al. v. NTC Properties, Inc. General Electric Company Appeal**

No. 113, March T., 1973

Supreme Court of Pennsylvania

**454 Pa. 472; 312 A.2d 4; 1973 Pa. LEXIS 785**

September 26, 1973, Argued  
November 26, 1973, Decided

**PRIOR HISTORY:**

Appeal from decree of Court of Common Pleas of Butler County, No. 2165 of 1971, in case of Concord-Liberty Savings and Loan Association; Fidelity Savings and Loan Association; First State Savings and Loan Association; Security First Federal Savings and Loan Association; Beaver County Federal Savings and Loan Association; Beaver Falls Savings and Loan Association; Freedom Federal Savings and Loan Association v. NTC Properties, Inc.; Appeal of General Electric Company.

**DISPOSITION:** Decree affirmed.

**COUNSEL:** *Saul J. Bernstein, with him Alexander H. Lindsay, Bernstein and Campbell, and Lindsay, McGinnis, McCandless & McCabe, for appellant.*

*Norman D. Jaffe, with him Frank R. Bolte, Charles J. Jacques, Galbreath, Braham, Gregg, Kirkpatrick, Jaffe, Montgomery, and Baskin, Boreman, Wilner, Sachs, Gondelman & Craig, and Jacques & Jacques, for appellee.*

**JUDGES:** Jones, C. J., Eagen, O'Brien, Pomeroy, Nix and Manderino, JJ. Opinion by Mr. Justice O'Brien. Mr. Justice Roberts took no part in the consideration or decision of this case.

**OPINIONBY:** O'BRIEN

**OPINION:** [\*473] This appeal arises from denial by the Butler County Court of Common Pleas of appellant General Electric Company's petition to set aside a sheriff's execution sale, or in lieu thereof, that the sheriff be required to file an amended schedule of distribution, *nunc pro tunc*.

[\*474] On August 26, 1971, Concord-Liberty Savings and Loan Association (Concord), one of the appellees, filed a complaint in mortgage foreclosure against NTC Properties, Inc. (NTC) on property known as the Townhouse Apartments, located in Butler County, in the amount of \$ 1,532,960.15. On September 16, 1971, Concord entered a default judgment against NTC and praecipitated for a writ of execution. On October 15, 1971, a public sale of the property was held and Concord bought the property for a nominal bid of \$ 50.

On November 22, 1971, the sheriff delivered a deed for the property to Manetto Homes, Inc. (Manetto), the nominee of Concord, which had agreed to assume the debt of NTC to Concord.

On December 8, 1971, appellant, General Electric, filed a mechanics' lien claim against NTC and Manetto. On December 28, 1971, General Electric filed a complaint in mechanics' lien, alleging, *inter alia*, that its lien dated back because its work commenced in July of 1970.

Manetto filed preliminary objections to the mechanics' lien complaint. These objections were sustained by the court below on January 25, 1973. n1 No appeal was taken from that order.

----- Footnotes -----

n1 NTC Properties, Inc., failed to file an answer to the complaint; therefore, judgment was entered against NTC by default for want of an answer to the complaint.

----- End Footnotes -----

On January 18, 1972, General Electric filed a petition for rule to show cause why the sheriff's sale should not be set aside and/or schedule of distribution be amended, *nunc pro tunc*. Concord and Manetto filed a motion to dismiss the petition to set aside the sheriff's sale, alleging, *inter alia*, that the petition was not timely filed. The motion for dismissal was set down for oral argument in the court below, but during the interim, General Electric filed an amendment to its petition, [\*475] alleging, but not specifically, that fraud had been committed in the transactions among NTC, Concord and Manetto. Appellees then filed an answer to the amendment, denying all allegations in the amended petition and moved to dismiss the petition on grounds that it was not timely filed and that General Electric was not a party in interest.

After argument, the court dismissed appellant's petition, but allowed it twenty days to amend. General Electric failed to amend and the decree became final. This appeal followed.

Appellant's attempt to set aside the sheriff's sale must fail for two reasons. First, appellant's petition to set aside the sheriff's sale was not timely filed. Rule 3132 of Pennsylvania Rules of Civil Procedure provides, in part: "Upon petition of any party in interest before delivery of the personal property or of the sheriff's deed to real property, the court may, upon proper cause shown, set aside the sale and order a resale. . ." Rule 3135 of Pennsylvania Rules of Civil Procedure provides, in part: "When the sheriff sells real property in execution, he shall, at the expiration of ten (10) days after the filing of the schedule of distribution, if no petition has been filed to set aside the sale, execute and acknowledge before the prothonotary a deed to the property. . ." Rule 3136(d) of Pennsylvania Rules of Civil Procedure provides, in part: "The sheriff shall distribute the proceeds of sale in accordance with the proposed schedule of distribution, unless written exceptions are filed with him not later than ten (10) days after the filing of the proposed schedule."

These rules make it clear that a party dissatisfied with the sheriff's sale has ten days either to take exceptions to the schedule of distribution, as mandated by Rule of Civil Procedure 3136(d), or ten days to take exceptions to the sheriff's execution of a sheriff's deed, as required by Rule of Civil Procedure 3135. It is clear [\*476] from the record that appellant's petition came too late, since the sheriff executed his deed on November 22, 1971, long before General Electric filed its petition.

As we said in *Garrison v. Erb*, 424 Pa. 306, 309, 227 A. 2d 848 (1967), after the delivery of a sheriff's deed to a purchaser, the only attacks possible on the sheriff's sale "are those based on fraud which vitiates the transaction, on a lack of authority to make the sale."

The court treated the petition as a complaint in equity, based upon fraud, but found that appellant had failed to state a cause of action in fraud, since appellant's petition-complaint

did not allege facts that, if proved, would constitute fraud on the part of appellee. The court even permitted General Electric twenty days to amend the complaint in order that they might state a cause of action, but appellant failed to do so. n2

- - - - - Footnotes - - - - -

n2 Since this appeal arises from the sustaining of appellees' preliminary objections, we need not decide the question of sanctions that appellant sought to impose for appellees' failure to produce certain documents that were sought pursuant to a subpoena duces tecum.

- - - - - End Footnotes- - - - -

Decree affirmed. Costs to be borne by appellant.

Source: All Sources > Cases > PA State Cases, Combined

Terms: **Rule 3135** (Edit Search)

View: Full

Date/Time: Thursday, October 7, 2004 - 3:07:48 PM EDT

[Products & Services](#) | [LexisNexis Bookstore](#) | [LexisNexis by Credit Card](#) | [Feedback](#) | [Sign Off](#) | [Help](#)  
[About LexisNexis](#) | [Terms and Conditions](#) | [Support Identifier](#)

Copyright © 2004 LexisNexis, a division of Reed Elsevier, Inc. All rights reserved.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

In Re: Sale of real property of Keith and Elma  
Rougeux on October 1, 2004, under  
Writ of Execution issued to Beneficial  
Consumer Discount Company, d/b/a  
Beneficial Mortgage Company of  
Pennsylvania

: No. 04-41-CD

: Type of Pleading: Certificate of Service

: Filed on behalf of:  
Bernice Edmunds and County  
National Bank, Trustee

: Counsel for this party:  
William C. Kriner, Esq.  
P. O. Box 1425  
Clearfield, PA 16830  
814-768-7893  
PA I.D. # 15559

E6K  
FILED NO  
1257801 CC  
OCT 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

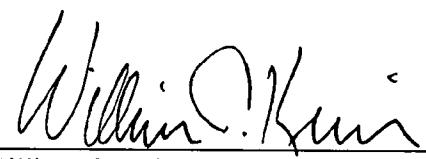
In Re: Sale of real property of Keith and Elma  
Rougeux on October 1, 2004, under :  
Writ of Execution issued to Beneficial :  
Consumer Discount Company, d/b/a : No. 04-41-CD  
Beneficial Mortgage Company of :  
Pennsylvania :  
:

**CERTIFICATE OF SERVICE**

This is to certify that on the 13<sup>th</sup> day of October, 2004, the undersigned served a true and correct copy of the PETITION AND RULE TO SHOW CAUSE and EXCEPTIONS TO SCHEDULE OF DISTRIBUTION FILED BY THE SHERIFF upon the following by United States First Class Mail:

Terrence McCabe, Esq.  
McCabe, Weisberg & Conway, PC  
First Union Building  
123 S. Broad Street, Suite 280  
Philadelphia, PA 19109

Sheriff Chester A. Hawkins  
Clearfield County Court House  
Clearfield, PA 16830

  
\_\_\_\_\_  
William C. Kriner, Esquire  
Attorney for Bernice Edmunds and  
County National Bank, Trustee

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

IN RE: Sale of real property of Keith and Alma  
Rougeux on October 1, 2004, under Writ  
Of Execution issued to Beneficial Consumer  
Discount Company d/b/a Beneficial mortgage  
Company of Pennsylvania

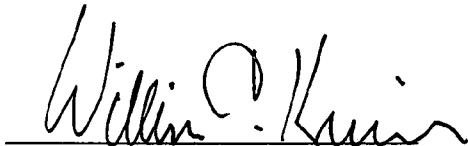
No. 04-41-CD

PRAECIPE

TO: William Shaw, Prothonotary

Please mark the Petition and Rule to Show Cause to Set Aside Sheriff's Sale of October 1, 2004, and Exceptions to Sheriff's Schedule of Distribution pertaining to the Sale of October 1, 2004, as withdrawn, discontinued and ended in the above captioned matter.

DATED: 22 October 2004

  
\_\_\_\_\_  
William C. Kriner  
Attorney for Bernice Edmunds and  
County National Bank, Trustee

FILED <sup>10G</sup> Atty Kriner  
012:2781  
OCT 22 2004 copy to CJA  
  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15834  
NO: 04-00041-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PA  
VS.  
DEFENDANT: KEITH D. ROUGEUX AND ELMA ROUGEUX A/K/A ELMA M. ROUGEUX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/20/2004

LEVY TAKEN 06/29/2004 @ 2:20 PM

POSTED 06/29/2004 @ 2:20 PM

SALE HELD 10/01/2004

SOLD TO BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY  
OF PA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/26/2005

DATE DEED FILED 10/26/2005

SERVICES

07/08/2004 @ 3:19 PM SERVED KEITH D. ROUGEUX

SERVED KEITH D. ROUGEUX AT THE RESIDENCE BOX 229, FRENCHVILLE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO ELMA ROUGEUX, WIFE/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE  
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

07/08/2004 @ 3:19 PM SERVED ELMA ROUGEUX A/K/A ELMA M. ROUGEUX

SERVED ELMA ROUGEUX A/K/A ELMA M. ROUGEUX, DEFENDANT, AT THE RESIDENCE BOX 229,  
FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELMA ROUGEUX

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE  
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

FILED *10:03 AM*  
*NOCC*  
JAN 26 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15834  
NO: 04-00041-CD

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

DEFENDANT: KEITH D. ROUGEUX AND ELMA ROUGEUX A/K/A ELMA M. ROUGEUX

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$236.44

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

*Chester A. Hawkins*  
*by Amthies Butler - Augerday*

Chester A. Hawkins  
Sheriff

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

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

Vs.

NO.: 2004-00041-CD

Keith D. Rougeux and  
Elma Rougeux a/k/a Elma M. Rougeux

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, Plaintiff(s) from KEITH D. ROUGEUX and ELMA ROUGEUX a/k/a ELMA M. ROUGEUX, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

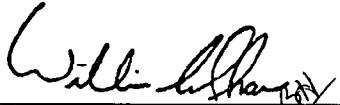
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$60,342.32  
INTEREST from 5/18/04-sale date @ 9.91  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/20/2004

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

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

Received this writ this 20<sup>th</sup> day  
of May A.D. 2004  
At 3:45 A.M. P.M.

Chester A. Hawkins  
Sheriff by Cynthia Butler-Coughenough

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

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of lands now or formerly of Victor Hugney, thence Northwesterly along line of land now or formerly of P.C. Coudriet, thirteen (13) perches to a stone; thence Southwesterly by line of land now or formerly of Margaret Coudriet, sixteen (16) perches to a post; thence Southeasterly, thirteen (13) perches to a post by land now or formerly of P.C. Coudriet; thence Northeasterly sixteen and one-sixth (16 1/6) perches to place of beginning.

CONTAINING one (1) acre and fifty-eight (58) perches.

Tax Parcel #111-Q5-40.1

**Being Known As: Box 229, Frenchville, PA 16836.**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KEITH D. ROUGEUX

NO. 04-00041-CD

NOW, January 25, 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 October 01, 2004, I exposed the within described real estate of Keith D. Rougeux And Elma Rougeux A/K/A Elma M. Rougeux to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	60,342.32
SERVICE	15.00	INTEREST @ 9.9100 %	1,347.76
MILEAGE	12.00	FROM 05/18/2004 TO 10/01/2004	
LEVY	15.00		
MILEAGE	12.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	12.00	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT \$1.00	1.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$61,730.08</b>
RETURNS/DEPUTIZE			
COPIES	15.00		
	5.00		
BILLING/PHONE/FAX	5.00	<b>COSTS:</b>	
CONTINUED SALES		ADVERTISING	281.16
MISCELLANEOUS		TAXES - COLLECTOR	
<b>TOTAL SHERIFF COSTS</b>	<b>\$236.44</b>	TAXES - TAX CLAIM	3,270.36
		DUE	
		LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	29.50
		SHERIFF COSTS	236.44
		LEGAL JOURNAL COSTS	144.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>			
ACKNOWLEDGEMENT	5.00	<b>TOTAL COSTS</b>	
REGISTER & RECORDER	29.50		
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>		

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff