

04-134-CD  
BENEFICIAL CONSUMER DISCOUNT CO. vs. PAUL J. WITHEROW, et al.

Beneficial Cons. Disc. Vs Paul Witherow et a  
2004-134-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16010

NO: 04-134-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PA  
vs.  
DEFENDANT: WITHEROW, PAUL J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/28/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT \$1,946.41 PLUS COSTS

WRIT RETURNED 06/02/2005

DATE DEED FILED **NOT SOLD**

OK FILED  
6/12:58 PM  
JUN 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED PAUL J. WITHEROW

@ SERVED DELLA M. WITHEROW

@ SERVED

NOW, JULY 28, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF'S SALE. A PAYMENT OF \$1,946.41 BROUGHT THE ACCOUNT CURRENT.

@ SERVED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16010

NO: 04-134-CD

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

DEFENDANT: WITHEROW, PAUL J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

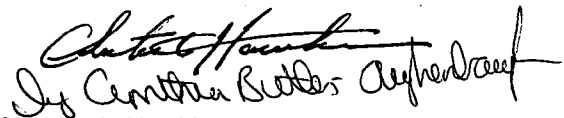
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SHERIFF HAWKINS \$123.37

SURCHARGE

PAID BY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

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

Plaintiff

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

Defendants

No. 2004-134-CD

MORTGAGE FORECLOSURE

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

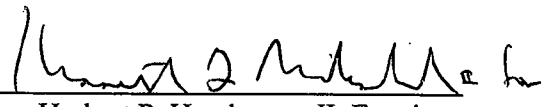
SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.  
Dated: May 14, 2004

Amount Due ..... \$67,624.00  
Interest ..... \$ 6,670.80

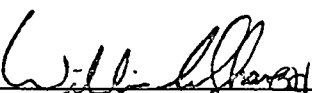
Prothy. Costs ..... \$ 125.00  
Sheriff's Costs ..... \$ \_\_\_\_\_

REIDENBACH, HENDERSON & PECHT

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

Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

(SEAL) May 28, 2004

By:   
Deputy Prothonotary

Received May 28, 2004 @ 3:00 P.M.  
Chester A. Hawkins  
By Cynthia Butler - Aughenbaugh

## LONG DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate in the Village of Falls Creek, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BOUNDED on the North by Taylor Avenue; on the West by an alley; on the South by an alley; and on the East by land now or formerly of Earl Hewitt and later conveyed to M. P. Burke and G. F. Hanes, being 50 feet wide on Taylor Avenue and extending Southerly by parallel lines 150 feet to said alley, and known as Lot No. 35 as per Hopkins Land Company Addition to the Borough of Falls Creek, and having erected thereon a two-story frame dwelling house.

BEING THE SAME PREMISES WHICH David H. Edwards, Jr. and Gertrude L. Edwards, husband and wife, by deed dated February 2, 1996 and recorded February 2, 1996, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 1734, Page 292, granted and conveyed unto Paul J. Witherow, Jr. and Della M. Witherow, husband and wife.

TAX PARCEL: 128-A2-664-6

## SHORT DESCRIPTION

ALL THAT CERTAIN property situated in the township of Falls Creek Annex in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a deed dated 02/02/1996 and recorded 02/02/1996, among the land records of the county and state set forth above, in Deed Volume 1734, Page 292.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME PAUL J. WITHEROW

NO. 04-134-CD

NOW, June 02, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Witherow, Paul J. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$1,946.41 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00
MILEAGE	
LEVY	
MILEAGE POSTING	
CSDS	10.00
COMMISSION	38.93
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1,946.41
RETURNS/DEPUTIZE COPIES	

BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$123.37</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

DEBT-AMOUNT DUE	67,624.00
INTEREST @ 19.5200	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	3,714.74
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	6,670.80
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$78,009.54</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	123.37
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$248.37</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

**REIDENBACH, HENDERSON & PECHT**

The Cipher Building  
36 East King Street  
Lancaster, PA 17602

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

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

\* Member of California Bar  
\* CPA/LLM in Taxation

July 28, 2004

VIA FACSIMILE: 814-765-5915  
Clearfield County Sheriff  
1 North Second Street  
Clearfield, PA 16830

RE: Beneficial vs. Witherow  
October 1, 2004 Sheriff's sale

Dear Sir or Madam:

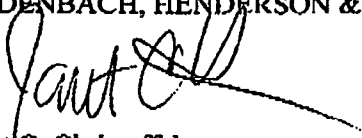
Please cancel the sale scheduled for October 1, 2004 in the above-referenced matter. Our client has accepted a payment of \$1,946.41 to bring the account current. Please forward any unused deposit to our office.

Thank you.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:

  
Janet C. Christoffel  
Paralegal

JCC

Suite 200  
1205 Manor Drive  
Mechanicsburg, PA 17055

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

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

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

Plaintiff

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

Defendants

No. 2004-134-CD

MORTGAGE FORECLOSURE

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County,  
against Paul J. Witherow and Della M. Witherow, Defendants,

and direct the Sheriff to levy on 36 Taylor Avenue, Falls Creek, PA 15840;

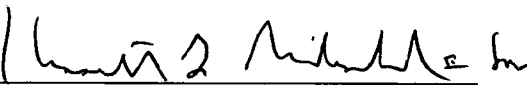
Amount Due:

Principal Due	\$67,624.00
Delinquent Interest	\$ 6,670.80
(Through 4/27/04 at	
per diem rate of \$19.52)	
Attorney Fee (5%)	\$ 3,714.74

TOTAL	\$78,009.54 plus costs of proceeding
	125.00 Prothonotary costs
	REIDENBACH, HENDERSON & PECHT

Dated: 5-25-04

By:

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

**FILED**

**MAY 28 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

1009

MAY 28 2004

LeCointe w/prop.  
descriptions to SAG

William A. Shaw

Prothonotary/Clerk of Courts  
Adly pd. 20.00

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL MORTGAGE	:	
CO. OF PENNSYLVANIA,	:	
	:	No. 2004-134-CD
Plaintiff	:	
vs.	:	MORTGAGE FORECLOSURE
	:	
PAUL J. WITHEROW	:	
DELLA M. WITHEROW	:	
Defendants	:	

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed to the following information concerning the real property located at 36 Taylor Avenue, Falls Creek, PA 15840.

1. Names and addresses of Owners or Reputed Owners:

Paul J. Witherow	Della M. Witherow
11118 Baumgardner Lane	11118 Baumgardner Lane
Waynesboro, PA 17268	Waynesboro, PA 17268

2. Names and addresses of Defendants in the Judgment:

Paul J. Witherow	Della M. Witherow
11118 Baumgardner Lane	11118 Baumgardner Lane
Waynesboro, PA 17268	Waynesboro, PA 17268

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

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

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

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

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

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

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

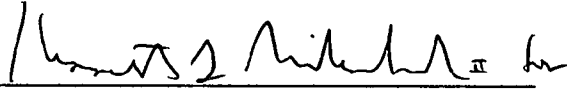
None

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

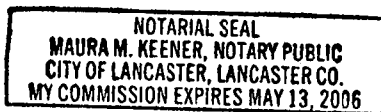
I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.

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

By:   
Herbert P. Henderson, II,  
Attorney for Plaintiff

Date: 5/25/04

Sworn and subscribed )  
before me this 25<sup>th</sup> Day )  
of May, 2004. )  
Maura M. Keener )



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

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

Plaintiff

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

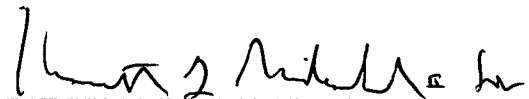
Defendants

No. 2004-134-CD

MORTGAGE FORECLOSURE

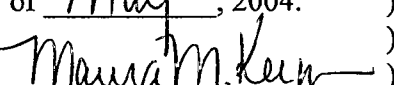
**AFFIDAVIT OF ACT 91 OF 1983**

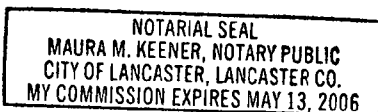
I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about October 30, 2004, I sent the requisite Notice pursuant to Act 91 of 1983 to the above-captioned Defendants relating to the property that is the subject of the above-captioned Action in Mortgage Foreclosure.



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

Dated: 5/25/04

Sworn and subscribed )  
before me this 25<sup>th</sup> Day )  
of May, 2004. )  
 )  
Notary Public



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

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

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

Defendants

NO. 2004-134-CD

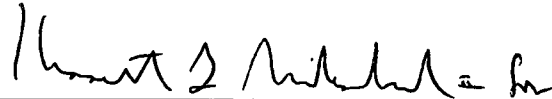
ACTION IN MORTGAGE  
FORECLOSURE

**AFFIDAVIT OF LAST KNOWN ADDRESS**

I, Herbert P. Henderson, II, Esq., Attorney for Plaintiff, hereby swear and affirm that the Defendants, last known addresses are:

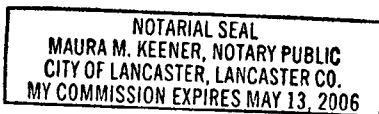
Paul J. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268



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

Sworn and subscribed )  
before me this 25<sup>th</sup> Day )  
of May, 2004. )  
Maura M. Keener )



COPY

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

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

Plaintiff

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

Defendants

No. 2004-134-CD

MORTGAGE FORECLOSURE

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

SEE ATTACHED LEGAL DESCRIPTION

X Affidavit of Military Service filed.  
Dated: May 14, 2004

Amount Due ..... \$67,624.00  
Interest ..... \$ 6,670.80

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

REIDENBACH, HENDERSON & PECHT

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

Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

(SEAL)

May 28, 2004

By: William J. Albright  
Deputy Prothonotary

## LONG DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate in the Village of Falls Creek, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BOUNDED on the North by Taylor Avenue; on the West by an alley; on the South by an alley; and on the East by land now or formerly of Earl Hewitt and later conveyed to M. P. Burke and G. F. Hanes, being 50 feet wide on Taylor Avenue and extending Southerly by parallel lines 150 feet to said alley, and known as Lot No. 35 as per Hopkins Land Company Addition to the Borough of Falls Creek, and having erected thereon a two-story frame dwelling house.

BEING THE SAME PREMISES WHICH David H. Edwards, Jr. and Gertrude L. Edwards, husband and wife, by deed dated February 2, 1996 and recorded February 2, 1996, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 1734, Page 292, granted and conveyed unto Paul J. Witherow, Jr. and Della M. Witherow, husband and wife.

TAX PARCEL: 128-A2-664-6

## SHORT DESCRIPTION

ALL THAT CERTAIN property situated in the township of Falls Creek Annex in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a deed dated 02/02/1996 and recorded 02/02/1996, among the land records of the county and state set forth above, in Deed Volume 1734, Page 292.

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL MORTGAGE	:	
CO. OF PENNSYLVANIA,	:	
	:	No. 2004-134-CD
Plaintiff	:	
vs.	:	MORTGAGE FORECLOSURE
	:	
PAUL J. WITHEROW	:	
DELLA M. WITHEROW	:	
Defendants	:	

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

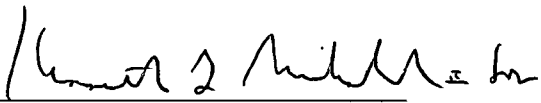
TO THE PROTHONOTARY:

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

Outstanding Principal Balance	\$67,624.00
Interest through 4/27/04	\$ 6,670.80
Attorneys Commission	\$ 3,714.74
Total	\$78,009.54

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

REIDENBACH, HENDERSON & PECHT

By: 

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

**FILED**

MAY 14 2004

William A. Shaw  
Prothonotary

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

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

Plaintiff

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW

Defendants

No. 2004-134-CD

MORTGAGE FORECLOSURE

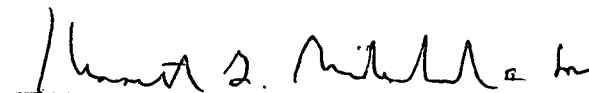
**AFFIDAVIT AS TO MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

SS

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




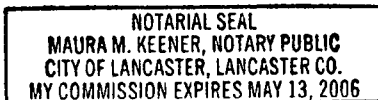
Herbert P. Henderson, II, Esq.  
Attorney for Plaintiff  
Attorney ID #56304

Sworn to and subscribed )

before me this 12<sup>th</sup> Day )

of May, 2004. )

  
Notary Public

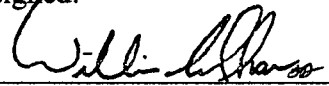


Office of Prothonotary of Court of Common Pleas of Clearfield County, Pa,

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2004 Confessed Judgment Docket at 2004-134-CD in the amount of \$78,009.54 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession of judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: \_\_\_\_\_

5-14-04

  
Prothonotary

To:

Paul J. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268

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

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2004 Contested Judgment Docket at 2004-134-CD in the amount of \$78,009.24 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession if judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: \_\_\_\_\_

Prothonotary

To:

Paul J. Withrow  
1118 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Withrow  
1118 Baumgardner Lane  
Waynesboro, PA 17268

FILED

01:13 PM SEC. clary *Shaw*  
MAY 14 2004

William A. Shaw  
Prothonotary

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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2004-00134-CD

Real Debt: \$78,009.54

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Paul J. Witherow  
Della M. Witherow  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 14, 2004

Expires: May 14, 2009

Certified from the record this 14th 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

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**WITHEROW, PAUL J. & DELLA M.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket # 15142**

**04-134-CD**

**SHERIFF RETURNS**

NOW FEBRUARY 9, 2004 ROBERT WOLLYUNG, SHERIFF OF FRANKLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL J. WITHEROW and DELLA M. WITHEROW, DEFENDANTS.

NOW FEBRUARY 17, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURES ON PAUL J. WITHEROW and DELLA M. WITHEROW, DEFENDANTS BY DEPUTIZING THE SHERIFF OF FRANKLIN COUNTY. THE RETURNS OF SHERIFF WOLLYUNG ARE HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON DELLA M. WITHEROW.

**Return Costs**

Cost	Description
36.74	SHERIFF HAWKINS PAID BY: ATTY CK# 1032
20.00	SURCHARGE PAID BY: ATTY Ck# 1031
61.02	FRANKLIN CO. SHFF. PAID BY: ATTY CK# 1068

**Sworn to Before Me This**

23<sup>rd</sup> Day Of April 2004



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

**So Answers,**



Chester A. Hawkins  
Sheriff

**FILED**  
*8/340/SH*  
**APR 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

CASE NO: 2004-00037 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLINBENEFICIAL CONSUMER DISCOUNT C

VS

PAUL J AND DELLA M WITHEROWRONALD H WIEGAND, Deputy Sheriff of FRANKLIN

County, Pennsylvania, who being duly sworn according to law,

says, the within COMPLAINT-MORT FORECLS was served uponWITHEROW PAUL J theDEFENDANT, at 0014:20 Hour, on the 17th day of February, 2004at 11118 BAUMGARDNER LANEWAYNESBORO, PA 17268 by handing toDELLA M WITHEROWa true and attested copy of COMPLAINT-MORT FORECLS together withand at the same time directing Her attention to the contents thereof.

## Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	.00

## So Answers:

RONALD H WIEGANDBy Ronald H Wiegand  
Deputy Sheriff

02/17/2004

REIDENBACH HENDERSON AND PECHT

Sworn and Subscribed to before

me this 23rd day of  
February &00 2004 A.D.Richard D. McCarty  
Notary

Notarial Seal  
Richard D. McCarty, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Jan. 29, 2007

SHERIFF'S RETURN - REGULAR

CASE NO: 2004-00037 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLIN

BENEFICIAL CONSUMER DISCOUNT C

VS

PAUL J AND DELLA M WITHEROW

RONALD H WIEGAND, Deputy Sheriff of FRANKLIN

County, Pennsylvania, who being duly sworn according to law,

says, the within COMPLAINT-MORT FORECLS was served upon

WITHEROW DELLA M the

DEFENDANT, at 0014:20 Hour, on the 17th day of February, 2004

at 11118 BAUMGARDNER LANE

WAYNESBORO, PA 17268 by handing to

DELLA M. WITHEROW

a true and attested copy of COMPLAINT-MORT FORECLS together with

and at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	.00

So Answers:

RONALD H WIEGAND

By Ronald H Wiegand  
Deputy Sheriff

02/23/2004

REIDENBACH HENDERSON AND PECHT

Sworn and Subscribed to before

me this 23rd day of

February, 2004 A.D.

Richard D. McCarty  
Notary

Notarial Seal  
Richard D. McCarty, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Jan. 29, 2007

RECEIPT FOR DISTRIBUTION OF ADVANCE PAYMENTS HELD In ESCROW

Franklin County Pennsylvania  
157 LINCOLN WAY EAST

Receipt Date 03/01/2004  
Receipt Time 11:08:22  
Receipt No. 29678

BENEFICIAL CONSUMER DISCOUNT C (VS) PAUL J AND DELLA M WITHERO

Case Number 2004-00037 T  
Service Info  
Remarks Escrow Transfer Out

Advance Payment Balance 61.02 REIDENBACH KENNETH E II ESQ  
Total Amount Distributed 61.02

Balance RemaInIng .00

----- Distribution -----		
Transaction Description	Amount	Payee
DOCKETING GEN	9.00	FRANKLIN COUNTY TREASURER
MILEAGE	11.02	FRANKLIN COUNTY TREASURER
NOTARY FEE	6.00	COUNTY OF FRANKLIN/NOTARY
SERVICE CHARGE	15.00	FRANKLIN COUNTY TREASURER
SURCHARGE - CVL CR	8.98	SPECIAL SURCHARGE ESCROW ACCT
SURCHARGE - CVL CR	11.02	SPECIAL SURCHARGE ESCROW ACCT
Total Amount Distributed	61.02	

RECEIPT FOR PAYMENT  
=====

Franklin County Pennsylvania  
157 LINCOLN WAY EAST

Receipt Date 03/01/2004  
Receipt Time 11:07:36  
Receipt No. 29677

BENEFICIAL CONSUMER DISCOUNT C (VS) PAUL J AND DELLA M WITHEROW

Case Number 2004-00037 T  
Service Info  
Remarks REIDENBACH HENDERSON AND PECHT

Total Check...	+	11.02	Check No.	1287
Total Cash....	+	.00		
Cash Out.....	-	.00		
		<hr/>		
Receipt total.	=	11.02		

----- Distribution Of Payment -----

Transaction Description	Payment Amount	
ADVANCE PAYMENT	11.02	REIDENBACH KENNETH E II ESQ
	<hr/>	
	11.02	

RECEIPT FOR PAYMENT  
=====

Franklin County Pennsylvania  
157 LINCOLN WAY EAST

Receipt Date 02/12/2004  
Receipt Time 14:41:43  
Receipt No. 29483

BENEFICIAL CONSUMER DISCOUNT C (VS) PAUL J AND DELLA M WITHEROW

Case Number 2004-00037 T  
Service Info  
Remarks REIDENBACH HENDERSON

Total Check... + 50.00  
Total Cash.... + .00  
Cash Out..... - .00  
Receipt total. = 50.00

Check No. 1068

----- Distribution Of Payment -----  
Transaction Description Payment Amount  
ADVANCE PAYMENT 50.00 REIDENBACH KENNETH E II ESQ  
50.00

*Tammy -  
Cost 61.02 will sent  
11.02 ASAP*



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 15142

BENEFICIAL CONSUMER DISCOUNT CO.

TERM & NO. 04-134-CD

VS

DOCUMENT TO BE SERVED:

PAUL J. & DELLA M. WITHEROW

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 03/07/2004

**MAKE REFUND PAYABLE TO:** REIDENBACH HENDERSON & PECHT, ATTYS.

**SERVE:** PAUL J. WITHEROW & DELLA M. WITHEROW

**ADDRESS:** 11118 BAUMGARDNER AVE., WAYNESBORO, PA. 17268

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of  
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF  
FRANKLIN COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 9th Day of  
FEBRUARY 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

RECEIVED  
FEB 11 2004  
1305

FRANKLIN COUNTY SHERIFF'S OFFICE

**REIDENBACH, HENDERSON & PECHT**

The Cipher Building  
36 East King Street  
Lancaster, PA 17602

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

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

\* Member of California Bar  
+ CPA/LLM in Taxation

February 24, 2004

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

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of  
Pennsylvania vs. Paul and Della Witherow

Dear Sir or Madam:


Enclosed please find our check in the amount of \$11.02 for additional fees incurred while  
serving the Complaint in the above referenced matter.

Should you have any questions or need additional information, please contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:

  
Tami A. Grove  
Paralegal

TAG  
Enclosure

Suite 200  
1205 Manor Drive  
Mechanicsburg, PA 17055

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

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

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

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW  
Defendants

NO. 2004-134-CD

ACTION IN MORTGAGE  
FORECLOSURE

TO: Paul J. Witherow

DATE: April 13, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

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

REIDENBACH, HENDERSON & PECHT

By: 

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

**FILED**

APR 15 2004

With a show  
Filing Clerk of Courts

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

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

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW  
Defendants

NO. 2004-134-CD

ACTION IN MORTGAGE  
FORECLOSURE

TO: Della M. Witherow

DATE: April 13, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

REIDENBACH, HENDERSON & PECHT

By: 

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

**FILED**

**APR 15 2004**

William A. Shaw  
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLARKE COUNTY, PENNSYLVANIA  
Civil Action - Law

Plaintiff: JAMES M. WILKINSON  
Defendant: JAMES M. WILKINSON  
Case No. 2004-00012  
Date Filed: 04/15/2004  
Judge: JAMES M. WILKINSON  
County: CLARKE

DEFENDANT'S MOTION

YOUR HONOR, I HEREBY REQUEST THAT YOU GRANT MY MOTION TO DISMISS THE COMPLAINT FILED BY JAMES M. WILKINSON, DATED 04/15/2004, IN CASE NO. 2004-00012, BECAUSE THE COMPLAINT FAILS TO STATE A CAUSE OF ACTION.

THE COMPLAINT ALLEGES THAT JAMES M. WILKINSON, A MAJOR ACCOUNT OF THE DEFENDANT, HAS BEEN IN VIOLATION OF THE DEFENDANT'S POLICY, WHICH PROHIBITS THE EMPLOYMENT OF MAJOR ACCOUNTS.

HOWEVER, THE COMPLAINT DOES NOT ALLEGEDLY STATE THAT THE DEFENDANT HAS SUFFERED ANY ACTUAL OR POTENTIAL HARM AS A RESULT OF THE ALLEGED VIOLATION. THEREFORE, THE COMPLAINT FAILS TO STATE A CAUSE OF ACTION.

Respectfully,  
James M. Wilkinson  
James M. Wilkinson  
James M. Wilkinson  
James M. Wilkinson

WILLIAM A. SHAW  
Prothonotary/Clerk of Courts

BY: \_\_\_\_\_  
James M. Wilkinson, II  
Attorney for Plaintiff  
Attorney ID: 400304  
1000 King Street  
Lancaster, PA 17602  
(717) 295-0150

FILED NO. 2004-00012  
APR 15 2004  
WILLIAM A. SHAW  
Prothonotary/Clerk of Courts

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

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

vs.

PAUL J. WITHEROW  
DELLA M. WITHEROW  
Defendants

NO. 2004-134-CD

ACTION IN MORTGAGE  
FORECLOSURE

**PROOF OF SERVICE**


I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach, Henderson & Pecht hereby  
certify that on April 13, 2004, I mailed by first class mail a copy of the Notice of Intention to Take  
Default Judgment in the above matter upon the following:

Paul J. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Witherow  
11118 Baumgardner Lane  
Waynesboro, PA 17268

REIDENBACH, HENDERSON & PECHT

By:

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

**FILED**

APR 15 2004

Valerie A. ...  
Prothonotary, Clerk of Court

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

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, : NO. 2004-134-CD  
Plaintiff :  
vs. : ACTION IN MORTGAGE  
PAUL J. WITHEROW : FORECLOSURE  
DELLA M. WITHEROW :  
Defendants :

**NOTICE**

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

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

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

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

REIDENBACH, HENDERSON & PECHT  
By: 

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

**FILED**

JAN 30 2004

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ADM  
2 CENT TO SHF

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
PAUL J. WITHEROW	:	
DELLA M. WITHEROW	:	
Defendants	:	

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

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

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

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

BENEFICIAL CONSUMER DISCOUNT	:	
COMPANY d/b/a BENEFICIAL	:	
MORTGAGE CO. OF PENNSYLVANIA,	:	NO.
Plaintiff	:	
	:	
vs.	:	ACTION IN MORTGAGE
	:	FORECLOSURE
	:	
PAUL J. WITHEROW	:	
DELLA M. WITHEROW	:	
Defendants	:	

**COMPLAINT**

1. Plaintiff is

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

2. The names and last known addresses of the Defendants are:

Paul J. Witherow	Della M. Witherow
11118 Baumgardner Lane	11118 Baumgardner Lane
Waynesboro, PA 17268	Waynesboro, PA 17268

who are the Mortgagors and real owners of the property hereinafter described.

3. On May 25, 2002, Mortgagors made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Ins. No. 200208485. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit "B".
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due August 2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date

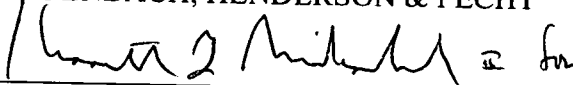
specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$67,624.00
Interest through 12/19/03 (Per Diem \$19.52)	\$ 4,133.20
Attorney Fees	\$ 3,587.86
Cost of Title Search	\$ 110.00
TOTAL	\$75,455.06

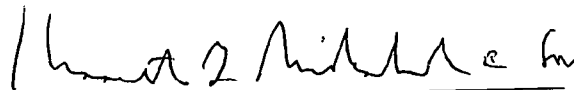
7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice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

WHEREFORE, Plaintiff demand an in rem Judgment against Defendants in the sum of \$75,455.06, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

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

## VERIFICATION

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

A handwritten signature in dark ink, appearing to read 'Herbert P. Henderson, II', written over a horizontal line.

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

**EXHIBIT A**

RECORDING FEES - \$21.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
FUND  
REORDER  
IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$23.50  
CUSTOMER  
BENEFICIAL CONS DISC CO

MAY 29, 2002  
1:25:14 PM  
Total Pages: 8

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200208485  
RECORDED ON  
02 JUN 02 AM 9:38

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 25TH of MAY 2002, between the Mortgagor, PAUL J. WITHEROW, JR. AND DELLA M. WITHEROW

(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 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801 (herein "Lender").

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 67,923.97, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 25, 2002 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 MAY 25, 2032;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF FALLS CREEK ANNEX IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 02/02/1996 AND RECORDED 02/02/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME

*SAUDY Twp*

04-29-02 MTG

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA001281



\*W08116045R95MTG9000PA0012810\*\*WITHEROW

\* ORIGINAL

88:2 1.1 4-10-80

-2-

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 and only if requested in writing 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

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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 applicable law contained in the Note shall control. Where no applicable law is contained therein, 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.

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**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.

**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.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.



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.

Paul J. Witherow, Jr.  
PAUL J. WITHEROW, JR. Borrower  
Della M. Witherow  
DELLA M. WITHEROW Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, 90 BEAVER DRIVE, DUBOIS, PA 15801

On behalf of the Lender. By: CATHY KOCHER Title: ACCOUNT EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, County ss: CLEARFIELD

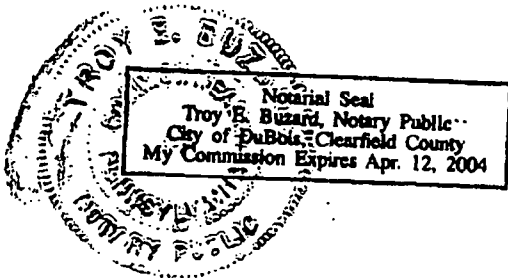
I, TROY E. BUZARD a Notary Public in and for said county and state, do hereby  
certify that PAUL J. WITHEROW AND DELLA M. WITHEROW.

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 they  
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 25TH day of MAY, 20 02

My Commission expires:

[Signature]  
Notary Public



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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

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\* ORIGINAL

**EXHIBIT B**

County Parcel No. \_\_\_\_\_

## THIS DEED,

MADE the 2nd day of February, in the year nineteen hundred and ninety-six (1996)

BETWEEN DAVID H. EDWARDS, JR. and GERTRUDE L. EDWARDS, husband and wife,  
whose address is R.D. #2, Box 112, Reynoldsville, Pennsylvania 15848, referred to as Grantor;

A  
N  
D

PAUL J. WITHEROW, JR., and DELLA M. WITHEROW, husband and wife, whose address is  
36 Taylor Avenue, P. O. Box 542, Falls Creek, Pennsylvania, 15840, as tenants by the entirety,  
referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY-EIGHT THOUSAND FIVE HUNDRED  
DOLLARS (\$28,500.00), in hand paid, the receipt whereof is hereby acknowledged, the said  
Grantor does hereby grant and convey to the said Grantee,

ALL that certain lot or parcel of land situate in the Village of Falls Creek, Sandy Township,  
Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BOUNDED on the North by Taylor Avenue; on the West by an alley; on the South by an  
alley; and on the East by land now or formerly of Earl Hewitt and later conveyed to M. P. Burke and  
G. F. Hanes, being 50 feet wide on Taylor Avenue and extending Southerly by parallel lines 150 feet  
to said alley, and known as Lot No. 35 as per Hopkins Land Company Addition to the Borough of  
Falls Creek, and having erected thereon a two-story frame dwelling house.

AND BEING the same premises conveyed to David H. Edwards, Jr., and Gertrude  
Edwards, husband and wife, by Richard K. Elliott and Nancy L. Elliott, husband and wife, by deed  
dated November 26, 1975, and recorded in the Recorder of Deeds Office of Clearfield County, in  
Volume 710, Page 443.

PROMISES. The Grantor warrants generally the property hereby conveyed to the Grantee, his/her heirs, executors or administrators.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal the day and year first above written.

Paul J. Witherspoon Jr.

David H. Edwards Jr. (Seal)  
DAVID H. EDWARDS, JR.

Paul J. Witherspoon Jr.

Gertrude L. Edwards (Seal)  
GERTRUDE L. EDWARDS

Commonwealth of Pennsylvania )

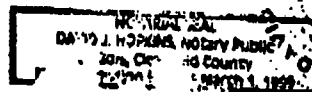
County of Clearfield )

On this the 2nd day of February, 1996, before me, the undersigned officer, personally appeared DAVID H. EDWARDS, JR., and GERTRUDE L. EDWARDS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: \_\_\_\_\_



Notary Public



## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

  
  
 This 2nd day of February, 1996.

*Paul J. Witherow Jr.*  
 PAUL J. WITHEROW, JR.  
*Della M. Witherow*  
 DELLA M. WITHEROW

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THIS INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 233, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

36 Taylor Avenue  
 P. O. Box 542  
 Falls Creek, PA 15840

  
 Attorney or Agent for Grantee

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Stable 285.00  
Dubois Sch 142.50  
Sent 078 142.50

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:56 PM 2-2-96  
BY *Dana E. Hupke*  
FEES 13.50  
Karen L. Starck, Recorder

DUBOIS AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 285.00  
PAID 2-2-96 KAREN L. STARCK  
Date Agent

Entered of Record Feb 2 1996 12:58 Karen L. Starck, Recorder

**EXHIBIT "C"**

**REIDENBACH, HENDERSON & PECHT**

The Cipher Building  
36 East King Street  
Lancaster, PA 17602

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

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

\* Member of California Bar  
+ CPA/LLM in Taxation

October 30, 2003

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

TO: Paul J. Witherow Della M. Witherow  
11118 Baumgardner Lane 11118 Baumgardner Lane  
Waynesboro, PA 17268 Waynesboro, PA 17268

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

**ACT 91 NOTICE**

**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

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

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

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

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

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

HOMEOWNER'S NAME Paul J. Witherow and Della M. Witherow  
PROPERTY ADDRESSES: 36 Taylor Avenue, Falls Creek, PA 15840  
LOAN ACCOUNT NO.: 711723 00 580250  
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania  
CURRENT LENDER/SERVICER: Beneficial Mortgage Co of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 36 Taylor Avenue, Falls Creek, PA 15840 IS SERIOUSLY IN DEFAULT because:

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

Account # 711723 00 580250

August 2003 through September-2 payments of \$623.07 = \$1,246.14

Other charges (explain/itemize): Past Due Payments: \$1,216.17 + interest: \$1,901.99 = \$3,118.16

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,118.16, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Beneficial Consumer Discount Company  
Foreclosure Dept.  
961 Weigel Drive  
Elmhurst, IL 60126  
(800) 959-3482 Ext.7339  
Fax: (630) 617-7749  
Michelle Caruso

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

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

\*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

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

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

Sincerely,



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

pc: Michelle Caruso, Beneficial Finance