

04-1416-CD  
BENEFICIAL CONSUMER DISCOUNT vs. DONALD L. WRIGHT

**Beneficial vs Donald Wright**  
**2004-1416-CD**

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

Attorney for Plaintiff

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

v.

Donald L. Wright  
P.O. Box 172  
599 East Main Street  
Mahaffey, PA 15757

Clearfield County  
Court of Common Pleas

Number

04-1416-CD

### 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 O TELEFONEA 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

FILED  
M 208 SA 7/18/04  
107441001000  
SEP 13 2004

William A. Shaw  
Prothonotary

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 Co. of Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Donald L. Wright  
P.O. Box 172  
599 East Main Street  
Mahaffey, PA 15757

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Donald L. Wright, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is P.O. Box 172, 599 East Main Street, Mahaffey, PA 15757.
3. On 05/28/1998, mortgagor 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 1937, Page 208.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 172 (599 Main Street), Mahaffey, PA 15757.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/02/2004 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.

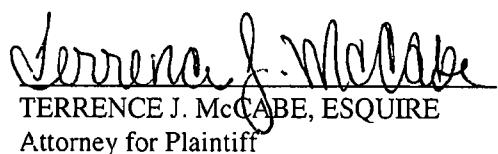
6. The following amounts are due on the mortgage:

Principal Balance	\$ 28,824.54
Interest through 09/07/2004	\$ 2,936.80
(Plus \$ 7.40 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 33,811.34

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 based on work actually performed.

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

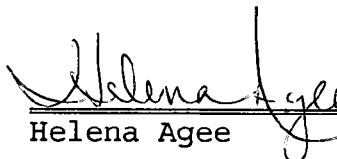
WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$33,811.34, together with interest at the rate of \$7.40 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Helena Agee, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial CFC aka Beneficial Mfg. Co. of PA, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

  
Helena Agee

VOL 1937 PGH 208

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

187468290047

MTG  
03

THIS MORTGAGE, entered into this 28TH day of MAY, 1998, between DONALD L. WRIGHT, hereafter called "Mortgagor," and

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

having an office and place of business at 90 BEAVER DRIVE, DUBOIS, Pennsylvania, hereafter called "Mortgagor,"

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagor is obligated to make loans and advances up to \$ 30,000.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagor, ALL the following described real estate, hereafter called "Property," situated in the  City  Borough  Township of MAHAFFEY, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF MAHOFFEY, WARD 00,  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE  
FULLY DESCRIBED IN A DEED DATED 07/12/96 AND RECORDED 04/12/96, AMONG THE  
LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1772  
AND PAGE 352.

ADDRESS: MAIN ST. BOX 172; MAHAFFEY, PA TAX MAP OR PARCEL ID NO.:  
13-C11-301-46

Municipal Tax Lot . . . . . Block . . . . . Uniform Parcel Identifier . . . . . 13-C11-301-46  
Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in  
Deed Book No. 1172 , Page 352 , as the Property therein described.

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.

# Exhibit A

8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note or upon this Mortgage, exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or provide for any stay of execution or other process.
11. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

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

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

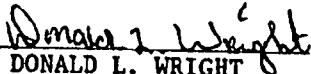
Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

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

Signed, sealed and delivered in the presence of:



Witness



(SEAL)

Witness



(SEAL)

Witness



(SEAL)

COMMONWEALTH OF PENNSYLVANIA

)

COUNTY OF CLEARFIELD

) ss.:

On this the 28th day of May

)

, 19 98, before me, William L. Kurtz

(Name of Officer)

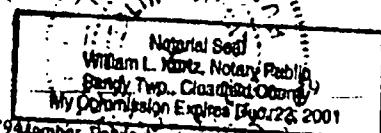
the undersigned officer, personally appeared DONALD L. WRIGHT

(Name of Borrower)

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

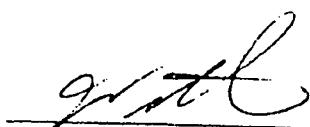
WITNESS my hand and seal, the day and year aforesaid.

(SEAL)



My commission expires:

RI. 4 PA 20/23/25, Ed. Nov. '94 Member, Pennsylvania Association of Notaries



Notary Public of Pennsylvania

VOL 1937 PAGE 210

CERTIFICATE OF RESIDENCE

I, Denise M. Kahle

of Beneficial Mortgage Company of Pennsylvania

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is  
90 Beaver Drive, DuBois, PA 15801

Witness my hand, this 28th day of May

, 1998

*Denise M. Kahle*  
Agent of Mortgagee

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



*Jane J. Starck*

Karen L. Starck  
Recorder of Deeds

6-2-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 8:50 AM  
BY Starck  
RECORDED  
Karen L. Starck, Recorder

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

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

DONALD L. WRIGHT  
*Name of Mortgagor(s)*

to

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

Mortgagor

4th floor

COMMONWEALTH OF  
PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

RECORDED on this 1 day  
of June 1998  
in the office for Recording of Deeds of this County,  
in Mortgagee Book No. 1, Page 1

RECORDED

Entered of Record 6-2

1998 8:50 AM

*Karen L. Starck, Recorder*

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

Sheriff Docket # 16283

VS.

04-1416-CD

WRIGHT, DONALD L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW SEPTEMBER 22, 2004 AT 10:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD L. WRIGHT or OCCUPANTS, DEFENDANT AT RESIDENCE, 599 MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CECILIA CURRY, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
34.50	SHERIFF HAWKINS PAID BY: ATTY CK# 48212
10.00	SURCHARGE PAID BY: ATTY CK# 48213

Sworn to Before Me This

29 Day of Sept. 2004  
William A. Shaw

So Answers,

Chester A. Hawkins  
by Marlyn Harr  
Chester A. Hawkins  
Sheriff

**FILED**  
03:06 PM  
E6K

SEP 29 2004

William A. Shaw  
Prothonotary

Plff  
vs

04-1416 CD

Terrence J. McCabe

Donald L. Wright  
P.O. Box 172  
599 East Main St.  
Mahaffey, PA 15759