

04-1533-CD

BENEFICIAL CONSUMER DISCOUNT CO. vs. THERESA MADERA , et al.

**Benenficial Consumer vs Theresa Madera et  
2004-1533-CD**

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

Attorney for Plaintiff

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

v.

Theresa Madera, Only Known Surviving Heir  
of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
2363 85th Street  
Brooklyn, NY 11214  
and  
Unknown Surviving Heirs of George J. Beck,  
Jr., Deceased Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Clearfield County  
Court of Common Pleas

FILED Atty pd.  
m 11:39 AM 85.00  
OCT 01 2004  
1CC Shaff  
William A. Shaw  
Prothonotary/Clerk of Courts  
2CC Atty

Number 04-1533-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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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

2-11-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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and  
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George J. Beck, Jr., Deceased  
Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 2363 85th Street, Brooklyn, NY 11214.

3. The Defendant is Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is 43 Fernwood Place, Houtzdale, PA 16651.

4. On 04/18/2000, George J. Beck, Jr. made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #20000532.

5. On 05/28/2004, George J. Beck, Jr. departed this life. No estate or administration has been opened as a result of the demise of George J. Beck, Jr.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 43 Fernwood Place, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/18/2004 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$	64,945.96
Interest through 09/28/2004	\$	11,747.64
(Plus \$ 14.05 per diem thereafter)		
Attorney's Fee	\$	3,247.30
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	80,490.90

9. 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.

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

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$80,490.90, together with interest at the rate of \$14.05 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

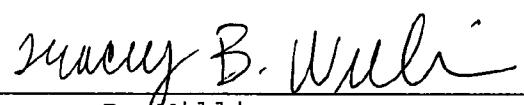


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TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. dba Beneficial Mortgage 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.

  
\_\_\_\_\_  
Tracey B. Williams

711702

## **MORTGAGE**

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

THIS MORTGAGE is made this day 18TH of APRIL 20 00, between the Mortgagor,  
GEORGE J. BECK, JR., UNMARRIED

(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  
3006 PLEASANT VALLEY BLVD., ALTOONA, PA 16602  
(herein "Lender").

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 65,516.57 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 18, 2000 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 APRIL 18, 2030

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 GULICH IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/27/1985 AND RECORDED 05/07/1985, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1011 AND PAGE 62.

TAX MAP OR PARCEL ID NO : 118-116-244

## Exhibit A

01-07-00 MTG

PA001281



\*178007634089MTG8000PA001281F\*\*BECK

\* FILE COPY

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

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

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

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

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

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

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

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

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

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

01-07-00 MTG

PA001282



\*178007634089MTG8000PA001282F\*\*BECK

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FILE COPY

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

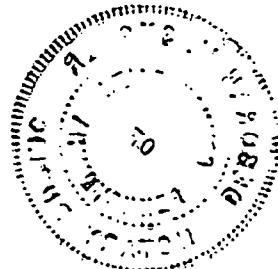
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

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

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

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

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



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

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

*George J. Beck Jr.*  
GEORGE J. BECK JR

-Borrower

-Borrower

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

3006 PLEASANT VALLEY BLVD., ALTOONA, PA 16602

On behalf of the Lender. By: Deborah M. Stover Title: SALES ASSISTANT  
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Deborah M. Stover, a Notary Public in and for said county and state, do hereby certify that  
GEORGE J BECK JR personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as  
HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18TH day of APRIL, 2000.

My Commission expires:

Notarial Seal  
Deborah M. Stover, Notary Public  
Logan Twp., Blair County  
My Commission Expires Apr. 14, 2003

Member, Pennsylvania Association of Notaries

*Deborah M. Stover*  
Notary Public

This instrument was prepared by:

BENEFICIAL CONSUMER DISCOUNT CO D/B/A  
(Name)  
BENEFICIAL MORTGAGE CO OF PA  
3006 PLEASANT VALLEY BLVD  
ALTOONA, PA 16602  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



\*178007634089MTG8000PA001286F\*\*BECK

\* FILE COPY

DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an iron pin on the West side of Township Road T-542, said iron pin being the Southeast corner of the lands of John Schram, et ux; and said iron pin being the Southeast corner of the land herein described; thence along the West side of said Township Road T-542, North 10 degrees 05 minutes East, 165.45 feet to an iron pin; thence through residue of land of John Schram, et ux, herein South 86 degrees 54 minutes West, 126.28 feet to an iron pin; thence by same, South 0 degrees 29 minutes East, 105.42 feet to an pin; thence along the line of land of Alexander Dufour, South 62 degrees 15 minutes East, 108.78 feet to an iron pin and the place of beginning.

CONTAINING 0.349 ACRES.

Tax Parcel #118-L16-244

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a**

**VS.**

**MADERA, THERESA et al**

**Sheriff Docket #** 16398

**04-1533-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW NOVEMBER 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK JR., DECEASED or OCCUPANT. ATTEMPTED NOT HOME, NEEDS TO BE SERVED IN THE EVENING.

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
41.00	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 48998</b>
10.00	<b>SURCHARGE PAID BY: ATTY CK# 48999</b>

---

**Sworn to Before Me This**

10<sup>th</sup> Day Of November 2004  
William A. Shaw  
PA

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

**So Answers,**

*Chester Hawkins*  
*By Marilyn Hawkins*  
Chester A. Hawkins  
Sheriff

**FILED** *EGK*  
*04-1533-CD*  
**NOV 16 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

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

v.  
Theresa Madera, Only Known Surviving Heir  
of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
2363 85th Street  
Brooklyn, NY 11214

and

Unknown Surviving Heirs of George J. Beck,  
Jr., Deceased Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Clearfield County  
Court of Common Pleas

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

OCT 01 2004

Attest.

*W. L. B.*  
Prothonotary/  
Clerk of Courts

Number 04-1533-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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

v.

Theresa Madera, Only Known  
Surviving Heir of George J. Beck,  
Jr., Deceased Mortgagor and Real  
Owner

2363 85th Street  
Brooklyn, NY 11214

and

Unknown Surviving Heirs of  
George J. Beck, Jr., Deceased  
Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 2363 85th Street, Brooklyn, NY 11214.

3. The Defendant is Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is 43 Fernwood Place, Houtzdale, PA 16651.

4. On 04/18/2000, George J. Beck, Jr. made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #20000532.

5. On 05/28/2004, George J. Beck, Jr. departed this life. No estate or administration has been opened as a result of the demise of George J. Beck, Jr.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 43 Fernwood Place, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/18/2004 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$	64,945.96
Interest through 09/28/2004	\$	11,747.64
(Plus \$ 14.05 per diem thereafter)		
Attorney's Fee	\$	3,247.30
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	80,490.90

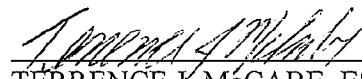
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

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

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$80,490.90, together with interest at the rate of \$14.05 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, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage 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.

Tracey B. Williams  
Tracey B. Williams

711702

## MORTGAGE

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

THIS MORTGAGE is made this day 18TH of APRIL 20 00, between the Mortgagor, GEORGE J. BECK, JR., UNMARRIED

(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 3006 PLEASANT VALLEY BLVD, ALTOONA, PA 16602 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 65,516.57 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 18, 2000 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 APRIL 18, 2030;

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 GULICH IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/27/1985 AND RECORDED 05/07/1985, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1011 AND PAGE 62.

TAX MAP OR PARCEL ID NO.: 118-L16-244

# Exhibit A

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\* FILE COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



**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.

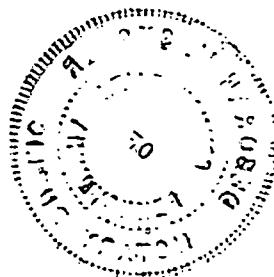
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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



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PA001285



\*178007634089MTG8000PA001285F\*\*BECK

\* FILE COPY

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.

*George J. Beck Jr*  
GEORGE J. BECK JR

-Borrower

-Borrower

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

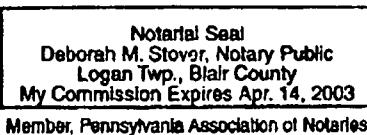
3006 PLEASANT VALLEY BLVD., ALTOONA, PA 16602

On behalf of the Lender, By: Deborah M. Stover Title: SALES ASSISTANT  
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Deborah M. Stover, a Notary Public in and for said county and state, do hereby certify that  
GEORGE J BECK JR personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as  
HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18TH day of APRIL, 2000.

My Commission expires:



*Deborah M. Stover*  
Notary Public

This instrument was prepared by:

BENEFICIAL CONSUMER DISCOUNT CO D/B/A  
(Name)  
BENEFICIAL MORTGAGE CO OF PA  
3006 PLEASANT VALLEY BLVD  
ALTOONA, PA 16602  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



\*178007634089MTG8000PA001286F\*\*BECK

\*

FILE COPY

**DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an iron pin on the West side of Township Road T-542, said iron pin being the Southeast corner of the lands of John Schram, et ux; and said iron pin being the Southeast corner of the land herein described; thence along the West side of said Township Road T-542, North 10 degrees 05 minutes East, 165.45 feet to an iron pin; thence through residue of land of John Schram, et ux, herein South 86 degrees 54 minutes West, 126.28 feet to an iron pin; thence by same, South 0 degrees 29 minutes East, 105.42 feet to an pin; thence along the line of land of Alexander Dufour, South 62 degrees 15 minutes East, 108.78 feet to an iron pin and the place of beginning.

CONTAINING 0.349 ACRES.

Tax Parcel #118-L16-244

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL MORTGAGE: COURT OF COMMON PLEAS  
COMPANY OF PENNSYLVANIA :  
v. :  
THERESA MADERA, ONLY KNOWN :  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
and :  
UNKNOWN SURVIVING HEIRS OF GEORGE: :  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER : NUMBER 04-1533-CD

MOTION COURT COVER SHEET

TYPE OF MOTION BEING FILED: MOTION FOR ALTERNATIVE SERVICE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL MORTGAGE  
COMPANY OF PENNSYLVANIA  
v.  
THERESA MADERA, ONLY KNOWN  
SURVIVING HEIR OF GEORGE J. BECK,  
JR., DECEASED MORTGAGOR AND REAL  
OWNER  
and  
UNKNOWN SURVIVING HEIRS OF GEORGE  
J. BECK, JR., DECEASED MORTGAGOR  
AND REAL OWNER

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

FILED  
0 12:30 2005 *b6*  
FEB 01 2005 *McCabe*

NUMBER 04-1533-CD

William A. Shaw  
Prothonotary

ORDER

AND NOW, this 1<sup>ST</sup> day of February, 2005,

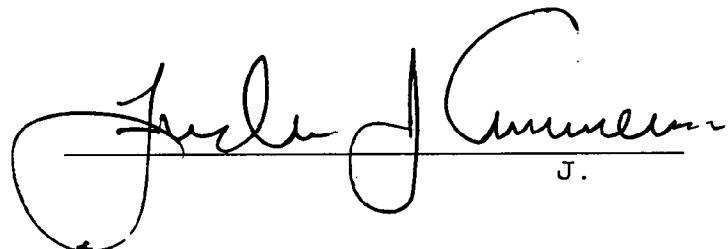
upon consideration of Plaintiff's Motion for Service upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Pennsylvania Rules of Civil Procedure 430, Plaintiff may comply with the applicable service requirements by one PUBLICATION of a NOTICE of the filing of the Complaint in Clearfield County newspaper with daily circulation and by one PUBLICATION of a NOTICE of the filing of the Complaint in CLEARFIELD COUNTY LEGAL JOURNAL C/O GARY A. KNARESBORO, ESQUIRE; by POSTING the premises 43 Fernwood Place, Houtzdale, PA 16651, with a copy of the Complaint filed in the above captioned matter and by MAILING by Certified Mail, Return Receipt requested a true and correct copy of the Complaint to the

premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all subsequent Notices and pleadings that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2(D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Judge J. Cunningham". The signature is fluid and cursive, with a large, stylized 'J' at the beginning. A horizontal line is drawn through the signature, and the initials "J." are written to the right of the line.

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE:  
COMPANY OF PENNSYLVANIA :  
v. :  
THERESA MADERA, ONLY KNOWN :  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
and :  
UNKNOWN SURVIVING HEIRS OF GEORGE: :  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER :  
:

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

**FILED**

JAN 31 2005

William A. Shaw  
Prothonotary

NUMBER 04-1533-CD

MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT

Plaintiff, Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Company of Pennsylvania, by its counsel,  
moves this Honorable Court for an Order directing service of the  
Complaint and of all subsequent notices and pleadings pursuant to  
special Order of Court, and in support thereof avers the  
following:

1. George J. Beck, Jr., was an individual and is the sole  
record owner and mortgagor of the premises that is the subject of  
Plaintiff's action in Mortgage Foreclosure.

2. George J. Beck, Jr., is deceased, having departed this  
life on May 28, 2004. No estate or administration has been  
opened as a result of the demise of George J. Beck, Jr., and  
Theresa Madera, is the only known surviving heir of the decedent.

Accordingly, Theresa Madera and Unknown Surviving Heirs of George J. Beck, Jr., have been named as Defendants to this foreclosure action.

3. The premises that is the subject of this mortgage foreclosure action is 43 Fernwood Place, Houtzdale, PA 16651 and is the last-known address of the decedent.

4. Plaintiff has made a good faith effort to identify the heirs of Decedent. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto, made a part hereof and marked as Exhibit "A".

5. Plaintiff will never be able to personally serve the Complaint and subsequent pleadings upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner.

6. Pursuant to Pennsylvania Rule of Civil Procedure 430(b)(2), service upon Unknown Heirs may be made by publication.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pennsylvania Rules of Civil Procedure 430 and 3129.2(D) directing service of the Complaint by posting, publication and by mail and further directing that all subsequent Notices and pleadings that require personal service may be served in this manner except that publication of the Notice of Sheriff's Sale by the Sheriff set forth in Pa.R.C.P 3129.2(D) is legally sufficient and Plaintiff need not republish

the Notice of Sheriff's Sale.

McCabe, Weisberg & Conway, P.C.

BY:   
TERRENCE J. McCABE, ESQUIRE

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	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL MORTGAGE:		COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
v.	:	
THERESA MADERA, ONLY KNOWN	:	
SURVIVING HEIR OF GEORGE J. BECK,	:	
JR., DECEASED MORTGAGOR AND REAL	:	
OWNER	:	
and	:	
UNKNOWN SURVIVING HEIRS OF GEORGE:		
J. BECK, JR., DECEASED MORTGAGOR	:	
AND REAL OWNER	:	NUMBER 04-1533-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the Plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Furthermore, Pennsylvania Rule of Civil Procedure 430(b) (2) specifically provides:

(2) When service is made by publication upon the heirs and assigns of a named former owner or party in interest, the court may permit publication against the heirs or assigns generally if it is set forth in the complaint or an affidavit that they are unknown.

Plaintiff has named Theresa Madera, as a Defendant in this action as the known heir of George J. Beck, Jr. However, Plaintiff has been unable to identify and/or locate additional heirs of George J. Beck, Jr.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pennsylvania Rules of Civil Procedure 430 and 3129.2(D) directing service of the Complaint by posting, publication and by mail and further directing that all subsequent Notices and pleadings that require personal service may be served in this manner except that publication of the Notice of Sheriff's Sale by the Sheriff set forth in Pa.R.C.P 3129.2(D) is legally sufficient and Plaintiff need not republish the Notice of Sheriff's Sale.

  
TERRENCE J. McCABE, ESQUIRE

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	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL MORTGAGE:		COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
v.	:	
THERESA MADERA, ONLY KNOWN	:	
SURVIVING HEIR OF GEORGE J. BECK,	:	
JR., DECEASED MORTGAGOR AND REAL	:	
OWNER	:	
and	:	
UNKNOWN SURVIVING HEIRS OF GEORGE:		
J. BECK, JR., DECEASED MORTGAGOR	:	
AND REAL OWNER	:	NUMBER 04-1533-CD

AFFIDAVIT OF GOOD FAITH INVESTIGATION

I, Terrence J. McCabe, Esquire, hereby aver and swear that I am the attorney of record for the Plaintiff, Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania, in this action and a licensed member of the Bar of this Commonwealth and that I am authorized to execute this Affidavit on behalf of Plaintiff.

I further aver and swear that the following inquiries have been made in an effort to discover the whereabouts of Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, in this action.

1. The Decedent died while he was a resident of the City of Houtzdale, and while residing in Houtzdale, Pennsylvania, as indicated by his death certificate attached hereto, made a part

EXHIBIT "A"

hereof and marked as Exhibit "B".

2. Plaintiff has conducted a search of the records of the register of Wills in and for Clearfield County, the last-known residence of the decedent but no letters testamentary or letters of administration have been granted to settle the estate of George J. Beck, Jr., deceased.

3. Plaintiff has obtained a property search of the mortgaged premises, 43 Fernwood Place, Houtzdale, PA 16651 which indicates that the record owner of the premises is George J. Beck, Jr. A true and correct copy of said property search is attached hereto, made a part hereof and marked as Exhibit "C".

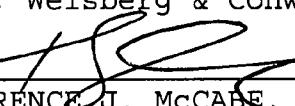
4. Plaintiff has communicated with the R.T. Smith Funeral Home (listed on the death certificate) by telephone in an effort to obtain information regarding the identity and whereabouts of the heirs, devisees and/or personal representatives of George J. Beck, Jr., deceased but such efforts were unsuccessful.

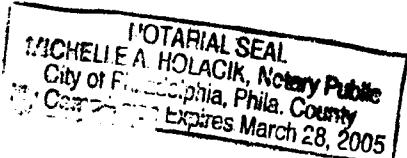
5. Defendant, Theresa Madera, is the only known heir of George J. Beck, Jr., known to Plaintiff. No other heirs are known.

Sworn to and subscribed this  
26<sup>th</sup> day of JANUARY, 2005.

Michelle A. Holcik  
NOTARY PUBLIC

McCabe, Weisberg & Conway, P.C.

By:   
TERRENCE J. McCABE, ESQUIRE



This is to certify that this is a true copy of the record which is on file in the Pennsylvania Division of Vital Records in accordance with Act 66, P.L. 304, approved by the General Assembly, June 29, 1953.

**WARNING: It is illegal to duplicate this copy by photostat or photograph.**

Calvin B. Johnson, M.D., M.P.H.  
Secretary of Health



Charles Hardester  
State Registrar

3218219

No.

AUG 17 2004

Date

H105.143 Rev. 2/87

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS

054904

**CERTIFICATE OF DEATH**

NAME OF DECEDED (First, Middle, Last)					SEX	SOCIAL SECURITY NUMBER	STATE FILE NUMBER	DATE OF DEATH (Month, Day, Year)	
1. GEORGE J. BECK JR.					Male	131-32-3674		4. May 28, 2004	
AGE (Last Birthday)	UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Month, Day, Year)	BIRTHPLACE (City and State or Foreign Country)	PLACE OF DEATH (Check only one - see Instructions on other side)				
62 yrs	Months	Days	Hours	Minutes	Hospital	ER/Outpatient	DOA	OTHER	
5. 68/9/1941 7. BROOKLYN, NY.					8a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nursing Home	
COUNTY OF DEATH					FACILITY NAME (If not institution, give street and number)			RESIDENCE	
6d. Allegheny					8c. O'Hara Twp			9. RACF - American Indian, Black, White, etc (Specify)	
8d. Allegeny					ed. VAMC #646, Aspinwall, PA 15215			10. WHITE	
DECEDENT'S USUAL OCCUPATION					DECEDENT'S EDUCATION			SURVIVING SPOUSE (If wid., give maiden name)	
11a. DISABLED					12. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	13. Elementary/Secondary	College	14. NEVER MARRIED	
16. DECEDENT'S MAILING ADDRESS (Street, City/Town, State, Zip Code)					17a. State	PENNA.	17c. Yes, decedent lived in	15. w/p	
43 FERNWOOD PLACE HOMEDALE, PA. 16651					17b. County	CLEARFIELD	17d. No, decedent lived within actual limits of	ROUTEDALE city/boro	
18. FATHER'S NAME (First, Middle, Last)					MOTHER'S NAME (First, Middle, Maiden Surname)				
GEORGE J. BECK SR.					19. GENEVIEVE DE VRIES				
20a. INFORMANT'S NAME (Type/Print)					INFORMANT'S MAILING ADDRESS (Street, City/Town, State, Zip Code)				
20a. THIRSA MADRA (SISTER)					20b. 2363 85TH STREET BROOKLYN, NY. 11214				
21a. METHOD OF DISPOSITION					DATE OF DISPOSITION (Month, Day, Year)			LOCATION - City/Town, State, Zip Code	
Donation <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input checked="" type="checkbox"/>					21b. JUNE 4, 2004			21c. CALVERTON NATIONAL CEM. 21d. CALVERTON, NY. 11933	
21a. Other (Specify)					22b. FD #010301 L			15214	
22a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH					LICENSE NUMBER			23c. DATE SIGNED (Month, Day, Year)	
22a. Complete Items 23a-c only when certifying physician is not available at time of death to certify cause of death.					22b. R.T. SMITH F.H. 2860 PERRYSVILLE AVE. PGH, PA.			23c.	
23a. To the best of my knowledge, death occurred at the time, date and place stated. (Signature and Title)					23b. LICENSE NUMBER				
23a. List only one cause on each line.					23b. 15214				
23a. List only one cause on each line.					23b. DATE SIGNED (Month, Day, Year)				
23a. List only one cause on each line.					23b. 23c.				
24. Item 24-26 must be completed by person who pronounces death					TIME OF DEATH			26. WAS CASE REFERRED TO A MEDICAL EXAMINER /CORONER?	
24. 11:40 A					M. 26. May 28, 2004			26. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
27. PART I: Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line.					APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH			PART II: Other significant conditions contributing to death, but not resulting in the underlying cause given in PART I.	
27a. IMMEDIATE CAUSE (Final disease or condition resulting in death)					27b. DUE TO (OR AS A CONSEQUENCE OF):			27c.	
27a. Stage IV Hodgkin's Lymphoma					27b. DUE TO (OR AS A CONSEQUENCE OF):			27c.	
27a. DUE TO (OR AS A CONSEQUENCE OF):					27b. DUE TO (OR AS A CONSEQUENCE OF):			27c.	
27a. DUE TO (OR AS A CONSEQUENCE OF):					27b. DUE TO (OR AS A CONSEQUENCE OF):			27c.	
28a. WAS AN AUTOPSY PERFORMED?					DATE OF INJURY (Month, Day, Year)			28d. INJURY AT WORK?	28e. DESCRIBE HOW INJURY OCCURRED
28a. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 28b. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					28c. 30a. Natural <input checked="" type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined <input type="checkbox"/>			28d. Yes <input type="checkbox"/> No <input type="checkbox"/>	28e. 30c. 30d.
28a. 28b.					28c. PLACE OF INJURY - At home, farm, street, factory, office 30c. 30d.			28e. LOCATION (Street, City/Town, State) 30c. 30d.	
29. CERTIFIER (Check only one)					31b. SIGNATURE AND TITLE OF CERTIFIER				
29. *CERTIFYING PHYSICIAN (Physician certifying cause of death when another physician has pronounced death and completed Item 23) To the best of my knowledge, death occurred due to the cause(s) and manner as stated.					31b. SANDRA J. BLAKOWSKI, M.D.			31c. DATE SIGNED (Month, Day, Year)	
29. *PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death) To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					31c. M0-009712-E			31d. May 28, 2004	
29. *MEDICAL EXAMINER/CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					32. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 27) Type or Print			32. DR. SANDRA J. BLAKOWSKI	
33. REGISTRAR'S SIGNATURE AND NUMBER 33. 02-037					33. DATE FILED (Month, Day, Year)			33. JUN 03 2004	

**EXHIBIT "B"**

## ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN CERTIFICATE

Order Number: A93967

Client Number: 5-1910PA

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** George J. Beck, Jr., unmarried, by Deed from John Schram and Antionette Genesi Schram (also known as Anntoinette Schram), husband and wife, dated 4/27/1985 and recorded 5/7/1985 in Deed Book Volume 1011, Page 62.

**Subject to the encumbrances and claims as follows:**

**TAXES:**

Receipts for Township, County and School Taxes for the years 2001 to 2003, inclusive.  
Township, County and School Taxes for current year 2004.

(Payment should be verified)

Assessment \$3,700.00 (Tax Parcel #118-L16-244)

**WATER AND SEWER RENTS:**

Receipts for Water and Sewer Rents for the years 2001 to 2003.

Water and Sewer Rents for current year 2004.

(Payment should be verified)

**MECHANICS AND MUNICIPAL CLAIMS:** None**MORTGAGES:**

1.      \$49,567.14 -      George J. Beck, Jr.  
To: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage  
Company of Pennsylvania  
Dated: 9/24/1998 Recorded: 10/7/1998  
Mortgage Book Volume 1974 Page 212  
Mortgagee's Addr: 3006 Pleasant Valley Boulevard, Altoona, PA 16602

2.      \$65,516.57 -      George J. Beck, Jr.  
To: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage  
Company of Pennsylvania  
Dated: 4/18/2000 Recorded: 4/20/2000  
Instrument #200005322  
Mortgagee's Addr: 36020 Pleasant Valley Boulevard, Altoona, PA 16602

**EXHIBIT "C"**

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

v.  
THERESA MADERA, ONLY KNOWN  
SURVIVING HEIR OF GEORGE J. BECK,  
JR., DECEASED MORTGAGOR AND  
REAL OWNER  
and  
UNKNOWN SURVIVING HEIRS OF  
GEORGE J. BECK, JR., DECEASED  
MORTGAGOR AND REAL OWNER

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER 04-1533-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above-captioned matter.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED**  
M 3:09 AM 1/1/05  
1 Reinstated Compl to Staff  
FEB 1 1 2005  
2 Reinstated to Atty.

William A. Shaw  
Prothonotary

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

v.

Theresa Madera, Only Known Surviving Heir  
of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
2363 85th Street  
Brooklyn, NY 11214  
and  
Unknown Surviving Heirs of George J. Beck,  
Jr., Deceased Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Clearfield County  
Court of Common Pleas

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

OCT 01 2004

Attest:

*[Signature]*  
Deputy Prothonotary/  
Clerk of Courts

Number 04-1533-CJ

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

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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

2-11-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy 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 Company of  
Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.  
Theresa Madera, Only Known  
Surviving Heir of George J. Beck,  
Jr., Deceased Mortgagor and Real  
Owner  
2363 85th Street  
Brooklyn, NY 11214  
and  
Unknown Surviving Heirs of  
George J. Beck, Jr., Deceased  
Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized under the laws of Pennsylvania and doing business at the above captioned address.
2. The Defendant is Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 2363 85th Street, Brooklyn, NY 11214.

3. The Defendant is Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and their last-known address is 43 Fernwood Place, Houtzdale, PA 16651.

4. On 04/18/2000, George J. Beck, Jr. made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #20000532.

5. On 05/28/2004, George J. Beck, Jr. departed this life. No estate or administration has been opened as a result of the demise of George J. Beck, Jr.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 43 Fernwood Place, Houtzdale, PA 16651.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/18/2004 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$	64,945.96
Interest through 09/28/2004	\$	11,747.64
(Plus \$ 14.05 per diem thereafter)		
Attorney's Fee	\$	3,247.30
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
 GRAND TOTAL	\$	 80,490.90

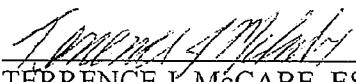
9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale.

If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

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

11. Plaintiff does not hold the within named Defendants personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclose their interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendants in the sum of \$80,490.90, together with interest at the rate of \$14.05 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, Tracey B. Williams, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial C.D.C. d/b/a Beneficial Mortgage 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 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tracey B. Williams  
Tracey B. Williams

711702

## MORTGAGE

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

THIS MORTGAGE is made this day 18TH of APRIL 20 00, between the Mortgagor, GEORGE J. BECK, JR., UNMARRIED

(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 3006 PLEASANT VALLEY BLVD. ALTOONA, PA 16602 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 65,516.57 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated APRIL 18, 2000 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 APRIL 18, 2030;

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 GULICH IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/27/1985 AND RECORDED 05/07/1985, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1011 AND PAGE 62.

TAX MAP OR PARCEL ID NO.: 118-L16-244

# Exhibit A

01-07-00 MTG

PA001281



\*178007634089MTG8000PA001281F\*\*BECK

\* FILE COPY

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

*George J. Beck Jr*  
GEORGE J BECK JR

-Borrower

-Borrower

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

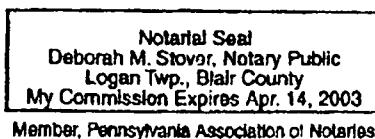
3006 PLEASANT VALLEY BLVD., ALTOONA, PA 16602

On behalf of the Lender. By: Deborah M. Stover Title: SALES ASSISTANT  
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Deborah M. Stover, a Notary Public in and for said county and state, do hereby certify that  
GEORGE J BECK JR personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as  
HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18TH day of APRIL, 2000.

My Commission expires:



*Deborah M. Stover*  
Notary Public

This instrument was prepared by:

BENEFICIAL CONSUMER DISCOUNT CO D/B/A  
(Name)  
BENEFICIAL MORTGAGE CO OF PA  
3006 PLEASANT VALLEY BLVD  
ALTOONA, PA 16602  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



\*178007634089MTG8000PA001286F\*\*BECK

\* FILE COPY

DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an iron pin on the West side of Township Road T-542, said iron pin being the Southeast corner of the lands of John Schram, et ux; and said iron pin being the Southeast corner of the land herein described; thence along the West side of said Township Road T-542, North 10 degrees 05 minutes East, 165.45 feet to an iron pin; thence through residue of land of John Schram, et ux, herein South 86 degrees 54 minutes West, 126.28 feet to an iron pin; thence by same, South 0 degrees 29 minutes East, 105.42 feet to an pin; thence along the line of land of Alexander Dufour, South 62 degrees 15 minutes East, 108.78 feet to an iron pin and the place of beginning.

CONTAINING 0.349 ACRES.

Tax Parcel #118-L16-244

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100221  
NO: 04-1533-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: THRESA MADERA, Only known surviving Heir of George J. Beck, JR., Deceased et al

**SHERIFF RETURN**

---

NOW, February 16, 2005 AT 10:12 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT  
43 FERNWOOD PLACE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: /

02-3281  
MAR 14 2005 (C)

Prothonotary Clerk's Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100221  
NO: 04-1533-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: THRESA MADERA, Only known surviving Heir of George J. Beck, JR., Deceased et al

SHERIFF RETURN

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	55216	10.00
SHERIFF HAWKINS	MCCABE	55214	23.58

Sworn to Before Me This

So Answers,

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



\_\_\_\_\_  
by *Marley Hawn*

Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL : COURT OF COMMON PLEAS  
MORTGAGE COMPANY OF PENNSYLVANIA :  
V. :  
THERESA MADERA, ONLY KNOWN : NUMBER 04-1533-CD  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
AND :  
UNKNOWN SURVIVING HEIRS OF GEORGE:  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER :  
FIL

**AFFIDAVIT OF SERVICE**

FILED *GW* NO CC  
m 12:45 PM  
APR 18 2005

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF CLEARFIELD

William A. Shaw  
Prothonotary/Clerk of Courts

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

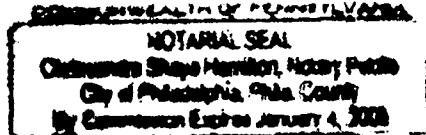
1. That he is counsel for the above-named Plaintiff;
2. That on October 22, 2004, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure through B&R Process Servers, upon the Defendant, Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by personally serving the Defendant, at the Defendant's last-known address of 1578 84<sup>th</sup> Street, Brooklyn, NY 11228. A true and correct copy of B&R's Affidavit of Service is attached hereto, made a part hereof, and marked as Exhibit "A."

Terrence J. McCabe  
TERRENCE J. MCCABE, ESQUIRE

TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 12<sup>th</sup> DAY  
OF April, 2005.

Chrisemka Shaye Hamilton  
NOTARY PUBLIC





235 SOUTH 13TH STREET  
PHILADELPHIA, PA 19107  
PHONE: (215) 546-7400  
FAX: (215) 985-0169



National Association of  
Professional Process Servers



Philadelphia Association  
of Professional Process Servers

Beneficial Consumer Discount Company : COURT Court of Common Pleas of Pennsylvania  
-VS- : COUNTY Clearfield County  
Theresa Madera, Only Known Surviving Heir, et al : CASE NUMBER 04-1533-CD

### AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF PHILADELPHIA:

B&R Control # CS006660 - 1  
Reference Number 5-1910pa

#### SERVICE INFORMATION

On 7 day of October, 2004 we received the  
**Civil Action Complaint - Mortgage Foreclosure**  
for service upon **Theresa Madera, Only Known Surviving Heir of**  
**George J. Beck, Jr.**

at \_\_\_\_\_ Served At: 1578 84th St.  
Brooklyn, NY

11228

#### \*\*\* Special Instructions \*\*\*

Served Date 10-22-04 Time 12:37pm Accepted By: Theresa Madera

In the manner described below.

Personally served.  
 Adult family member. Relationship is \_\_\_\_\_  
 Adult in charge of residence who refused to give name and/or relationship. \_\_\_\_\_  
 Manager/Clerk of place of residence lodging \_\_\_\_\_  
 Agent or person in charge of office or usual place of business \_\_\_\_\_  
 Other \_\_\_\_\_

Description of Person Age 70 Height 5' 3" Weight 105 Race white Sex Female

Other \_\_\_\_\_

Not Served Date \_\_\_\_\_ Time \_\_\_\_\_

#### Not Served Information

Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

The Process Server, being duly sworn,  
deposes and says that the facts set forth  
herein are true and correct to the best of their  
knowledge, information and belief.

Process Server *ASHER* *Caswell Bryan*

BRUCE LAZARUS  
NOTARY PUBLIC-STATE OF NEW YORK

Sworn to and subscribed before me this

No. 4990593

25th day of October, 2004

Qualified in Westchester County

Commission Expires January 13, 2006

*Bevin J. Jones*  
Notary Public

Law Firm Phone (215)790-1010 Fo

Terrence McCabe, Esquire  
McCabe, Weisberg & Conway, PC  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

ServeBy Date 10/28/2004

Filed Date 10/1/2004

Exhibit A

ORIGINAL

281VN

**FILED**

**APR 18 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY D/B/A BENEFICIAL MORTGAGE:  
COMPANY OF PENNSYLVANIA :  
v. :  
THERESA MADERA, ONLY KNOWN :  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
AND :  
UNKNOWN SURVIVING HEIRS OF GEORGE:  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER :

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER 04-1533-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA :

William A. Shaw  
Prothonotary/Clerk of Courts

FILED <sup>6K</sup>  
m/12/47/05  
APR 18 2005  
NOCC

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on February 18, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known address

of 43 Fernwood Place, Houtzdale, PA 16651. A true and correct copy of the letter, certificate of mailing, and certified receipt, are attached hereto, made a part hereof, and marked as Exhibit "A."

3. That on February 16, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by posting the same at the mortgaged premises of 43 Fernwood Place, Houtzdale, PA 16651. A true and correct copy of the Sheriff's Return of Service is attached hereto, made a part hereof, and marked as Exhibit "B."

4. That once during the weeks of February 11, 2005, February 18, 2005 and February 25, 2005 in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, through publication in the Clearfield County Legal Journal. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C."

5. That on February 23, 2005, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendant, Unknown Surviving Heirs of George J. Beck,

Jr., Deceased Mortgagor and Real Owner, through publication in The Courier-Express. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D."

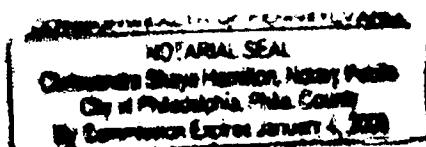
Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 12<sup>th</sup> DAY  
OF April , 2005.

Christandra Shaye Hamilton

NOTARY PUBLIC



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE:  
COMPANY OF PENNSYLVANIA :  
v. :  
THERESA MADERA, ONLY KNOWN :  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
and :  
UNKNOWN SURVIVING HEIRS OF GEORGE:  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER : NUMBER 04-1533-CD

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

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

FEB 01 2005

Attest.

*William A. Shanahan*  
Prothonotary/  
Clerk of Courts

O R D E R

AND NOW, this 1st day of February, 2005,  
upon consideration of Plaintiff's Motion for Service upon the  
Defendant, Unknown Surviving Heirs of George J. Beck, Jr.,  
Deceased Mortgagor and Real Owner, Pursuant to Special Order of  
Court, it is hereby ORDERED that pursuant to Pennsylvania Rules  
of Civil Procedure 430, Plaintiff may comply with the applicable  
service requirements by one PUBLICATION of a NOTICE of the filing  
of the Complaint in Clearfield County newspaper with daily  
circulation and by one PUBLICATION of a NOTICE of the filing of  
the Complaint in CLEARFIELD COUNTY LEGAL JOURNAL C/O GARY A.  
KNARESBORO, ESQUIRE; by POSTING the premises 43 Fernwood Place,  
Houtzdale, PA 16651, with a copy of the Complaint filed in the  
above captioned matter and by MAILING by Certified Mail, Return  
Receipt requested a true and correct copy of the Complaint to the

premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all subsequent Notices and pleadings that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2(D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J. Ammerman

---

J.

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER†‡  
MONICA G. CHRISTIE +  
ANDREW MARKOWITZ  
FRANK DUBIN  
BRENDA L. BROGDON\*  
SEAN GARRETT\*+  
BONNIE DAHL\*  
SVEN E. PFAHLERT\*  
JOSEPH VACCARO\*  
MICHELE RAMETTA^  
CATANIA TRIGO^

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
**FAX (215) 790-1274**

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
**FAX (856) 858-7020**

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
**FAX (917) 351-0363**

JOSEPH F. RIGA\*  
Of Counsel

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
†+ Licensed in PA & NM  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
^ Licensed in NY  
‡ Managing Attorney for NJ  
+ Managing Attorney for NY

February 18, 2005

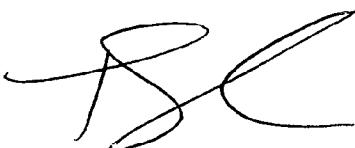
Unknown Surviving Heirs of  
George J. Beck, Jr., Deceased  
Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania v. Theresa Madera, Only Known Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner Clearfield County; Court of Common Pleas; Number 04-1533-CD

Dear Unknown Surviving Heirs of George J. Beck, Jr.:

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,



TERRENCE J. McCABE

TJM/mh  
Enclosures

**SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7001 2510 0008 7227 5111  
RETURN RECEIPT REQUESTED**

**Exhibit A**

Affix Stamp Here

(International)

If issued as a  
certificate of mailing,  
or for additional  
copies of this bill  
Postmark and  
Date of Receipt

Merchandise  
tion

Postage

Fee

Handling  
Charge

Actual Value  
if Registered

Insured  
Value

Due Sender  
if COD

DC  
Fee

SC  
Fee

SH  
Fee

RD  
Fee

RR  
Fee

905												
8.72												

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

(MH) Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees \$

Postmark  
Here

Sent To UNKNOWN SURVIVING HEIRS, ET AL

Street, Apt. No.; 43 FERNWOOD PLACE

City, State, ZIP+4

HOUTZDALE, PA 16651

PS Form 3800, January 2001

See Reverse for Instructions

Deli

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See *Domestic Mail Manual* R900, S913, and S921 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100221  
NO. 04-1533-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: THRESA MADERA, Only known surviving Heir of George J. Beck, JR., Deceased et al

COP

**SHERIFF RETURN**

---

NOW, February 16, 2005 AT 10:12 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT  
43 FERNWOOD PLACE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: /

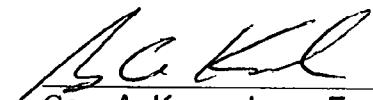
Exhibit B

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA : :

COUNTY OF CLEARFIELD : :

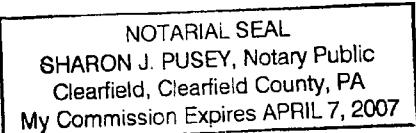
On this 28th day of February AD 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of February 11, 2005, February 18, 2005, February 25, 2005. Vol. 17, No. 6, 7, 8. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey  
Notary Public  
My Commission Expires



Terrance J. McCabe  
123 South Broad St Suite 2080  
Philadelphia PA 19109

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL MORT-  
GAGE COMPANY OF PENNSYLVANIA vs.  
THERESA MADERA, ONLY KNOWN  
SURVIVING HEIR OF GEORGE J. BECK  
JR. DECEASED, MORTGAGOR AND  
REAL OWNER AND UNKNOWN  
SURVIVING HEIRS OF GEORGE J. BECK,  
JR., DECEASED MORTGAGOR AND  
REAL OWNER.

Number 04-1533-CD  
TO: UNKNOWN SURVIVING HEIRS  
OF GEORGE J. BECK, JR., DECEASED  
MORTGAGOR AND REAL OWNER.

TYPE OF ACTION: CIVIL ACTION/  
COMPLAINT IN MORTGAGE FORE-  
CLOSURE.

PREMISES SUBJECT TO FORE-  
CLOSURE: 43 FERNWOOD PLACE  
HOUTZDALE, PA 16651.

NOTICE

If you wish to defend, you must enter a  
written appearance personally or by attorney  
and file your defenses or objections in  
writing with the court. 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 the relief requested by the Plaintiff.  
You may lose money or property or other  
rights important to you.

YOU SHOULD TAKE THIS NOTICE 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 PER-  
SONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator,  
Clearfield County Courthouse, Clearfield, PA  
16830 (814) 765-2541.

TERRANCE J. McCABE, ESQUIRE,  
123 South Broad Street, Suite 2080,  
Philadelphia, PA 19109 (215) 790-1010.

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS  
NUMBER 04-1533-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

TERESA MADERA, ONLY KNOWN SURVIVING HEIR OF  
GEORGE J. BECK, JR., DECEASED MORTGAGOR AND REAL  
OWNER

and  
UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR., DE-  
CEASED MORTGAGOR AND REAL OWNER

TO: UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR.,  
DECEASED MORTGAGOR AND REAL OWNER

TYPE OF ACTION: CIVIL ACTION/COMPLAINT IN MORTGAGE  
FORECLOSURE

PREMISES SUBJECT TO FORECLOSURE:

43 FERNWOOD PLACE  
HOUTZDALE, PA 16651

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

2/23/05

SS:

Classified Advertising Supervisor of the **Courier-Express/Tri-County**  
State aforesaid, being duly sworn, deposes and says that the **Courier**  
**Express**, a weekly newspaper and **Jeffersonian Democrat**, a weekly  
newspaper at 500 Jeffers Street, City of DuBois, County and State aforesaid,  
on date said, the daily publication and the weekly publications, has been  
the printed notice of publication is attached hereto exactly as the same  
of the paper on the following dates, viz: the

February A.D. 2005

authorized by the **Courier-Express**, a daily newspaper, **Tri-County**  
**Democrat**, a weekly newspaper to verify the foregoing statement  
rested in the subject matter of the aforesaid notice of publication, and  
time, place and character of publication are true.

**SHING COMPANY Publisher of**  
**NTY SUNDAY/JEFFERSONIAN DEMOCRAT**

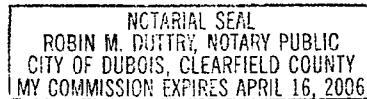
*Smith*

28th day of Feb., 2005

*Robin M. Duttry*  
NOTARY PUBLIC

of Advertising Cost

**PUBLISHING COMPANY**  
Publisher of  
**CRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**  
DuBois, PA



abe Weisber & Conway

or advertisement

stated dates.....	\$196.56
.....	\$4.25
.....	<b>\$200.81</b>

Receipt for Advertising Costs

ty Sunday, a weekly newspaper, and/or Jeffersonian Democrat, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801

Established 1879, Phone 814-371-4200

**MCLEAN PUBLISHING COMPANY**

Publisher of

**COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

**EXHIBIT "D"**  
ATTORNEY FOR

**FILED**

**APR 18 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

(6)  
**FILED** Atty pd 2000  
m 18:30 6/1 ICC & Notice  
to Defs.  
MAY 09 2005  
Statement  
William A. Shaw  
Prothonotary/Clerk of Courts

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

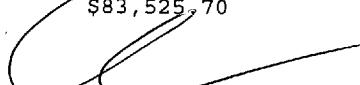
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
---	---

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$80,490.90
Interest from 9/29/04-5/3/05	\$3,034.80
TOTAL	\$83,525.70

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 9<sup>th</sup> day of May, 2005, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania and against Defendant(s), Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
---	---

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF CLEARFIELD:

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

Theresa Madera, Only Known  
Surviving Heir of George J. Beck, Jr.  
Deceased Mortgagor and Real Owner  
1578 84th Street  
Brooklyn, NY 11128

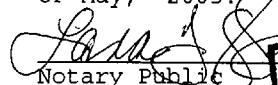
Unknown Surviving Heirs of  
George J. Beck, Jr., Deceased  
Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

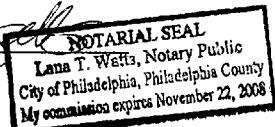
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 3rd DAY

OF May, 2005.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public



Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner and damages are assessed in the amount of \$83,525.70, plus interest and costs.

BY THE PROTHONOTARY:

Willie L. Thompson

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
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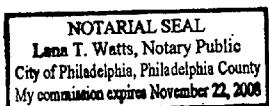
CERTIFICATION

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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3rd DAY  
OF May, 2005.

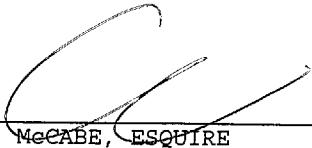
  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Linda T. Watts  
Notary Public



VERIFICATION

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

  
TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

March 22, 2005

To: Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr.  
1578 84th Street  
Brooklyn, NY 11228

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
Theresa Madera, Only Known Surviving Heir  
of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
and  
Unknown Surviving Heirs of George J. Beck,  
Jr., Deceased Mortgagor and Real Owner

Clearfield County  
Court of Common Pleas

Number 04-1533-CD

**NOTICE, RULE 237.5**  
**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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

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

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

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

TJM/rda

*EXHIBIT "A"*

*Exhibit A*

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

William A. Shaw  
Prothonotary

March 22, 2005

To: Unknown Surviving Heirs of George J. Beck, Jr.  
43 Fernwood Place  
Houtzdale, PA 16651

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
Theresa Madera, Only Known Surviving Heir  
of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
and  
Unknown Surviving Heirs of George J. Beck,  
Jr., Deceased Mortgagor and Real Owner

Clearfield County  
Court of Common Pleas  
Number 04-1533-CD

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NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

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

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

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

TJM/rda

**EXHIBIT "A"**

*Exhibit A*

**FILED**

**MAY 09 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

*Copy*

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

William A. Shaw  
Prothonotary

To: Theresa Madera, Only Known Surviving  
Heir of George J. Beck, Jr, Deceased  
Mortgagor and Real Owner  
1578 84th Street  
Brooklyn, NY 11128

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	--

NOTICE

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

*SK105*  
William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

*Copy*

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

William A. Shaw  
Prothonotary

To: Unknown Surviving Heirs of George J. Beck, Jr.,  
Deceased Mortgagor and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
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Pursuant to Rule 236, you are hereby notified that a JUDGMENT  
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*519105*  
William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

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



Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2004-01533-CD

Real Debt: \$83,525.70

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Theresa Madera  
George J. Beck Jr.  
Unknown Surviving Heirs  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 9, 2005

Expires: May 9, 2010

Certified from the record this 9th day of May, 2005.

---

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

5. Amount Due \$ 83,525.70  
Interest from 5/4/05- date of sale \$ \_\_\_\_\_  
Costs (to be added) \$ \_\_\_\_\_

**Prothonotary costs 132.00**

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



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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

04-1533-CD

NO. \_\_\_\_\_ TERM \_\_\_\_\_

Theresa Madrea, Only Known  
Surviving Heir of George J.  
Beck, Jr. Deceased Mortgagor  
and Real Owner and Unknown  
Surviving Heirs of George J.  
Beck, Jr. Deceased Mortgagor  
and Real Owner

FILED *44 pd.*

*m/8/30/01 00:00*  
*MAY 09 2005* *CC Staff*

William A. Shaw *W/Counts*  
Prothonotary/Clerk of Courts *w/*  
*Prop d/c*

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner of defendant(s) and
3. Against the following property in the hands of (name) Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner
4. And index this writ;
  - (a) against Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner Defendant(s) and
  - (b) against \_\_\_\_\_ as Garnishee  
As a lis pendens against real property of the defendant(s) in name of garnishee as follows, \_\_\_\_\_

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ .83,525.70  
Interest from 5/4/05- date of sale \$ \_\_\_\_\_  
Costs (to be added) \$ \_\_\_\_\_

**Prothonotary costs 132.00**

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

(MORTGAGE FORECLOSURE)

Theresa Madrea, Only Known  
Surviving Heir of George J.  
Beck, Jr. Deceased Mortgagor  
and Real Owner and Unknown  
Surviving Heirs of George J.  
Beck, Jr. Deceased Mortgagor  
and Real Owner

ATTORNEY'S COMM.  
Praeipe for Writ of

SATISFACTION  
SHERIFF

גָּתָן

William A. Shaw  
Prothonotary/Clerk of Courts

TERRENCE J. McCABE, ESQUIRE  
Attorney I.D. No 16496  
1123 S. Broad Street, Ste. 208  
Philadelphia, PA  
Tel: 215 790 1010

Attorney for Plaintiff(s)

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an iron pin on the West side of Township Road T-542, said iron pin being the South-east corner of the lands of John Schram, et ux; and said iron pin being the Southeast corner of the land herein described; thence along the West side of said Township Road T-542, North 10 degrees 05 minutes East, 165.45 feet to an iron pin; thence through residue of land of John Schram, et ux, herein South 86 degrees 54 minutes West, 126.28 feet to an iron pin; thence by same, South 0 degrees 29 minutes East, 105.42 feet to an pin; thence along the line of land of Alexander Dufour, South 62 degrees 15 minutes East, 108.78 feet to an iron pin and the place of beginning.

CONTAINING 0.349 ACRES.

Tax Parcel #118-L16-244

TITLE TO SAID PREMISES IS VESTED IN George J. Beck, Jr., unmarried, by Deed from John Schram and Antionette Genesi Schram (also known as Anntoinette Schram), husband and wife, dated 4/27/1985 and recorded 5/7/1985 in Deed Book Volume 1011, Page 62.

Being Known As: 43 Fernwood Place, Houtzdale, PA 16651.

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
---	---

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 43 Fernwood Place, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address
Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner	1578 84th Street Brooklyn, NY 11128
Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner	43 Fernwood Place Houtzdale, PA 16651

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

Name	Address
Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner	1578 84th Street Brooklyn, NY 11128

Unknown Surviving Heirs of  
George J. Beck, Jr., Deceased  
Mortgagor and Real Owner 43 Fernwood Place  
Houtzdale, PA 16651

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

Name  Address   
NONE

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

Name	Address
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	P.O. Box 8621 Elmhurst, IL 60126 ATTN: Al Spears
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	3006 Pleasant Valley Blvd. Altoona, PA 16602

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

Name	Address
United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219	

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

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

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

Name	Address
Tenant/Occupant (s)	43 Fernwood Place Mountdale, B.C. V6C 5E1

Domestic Relations

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

Commonwealth of Pennsylvania,

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

6th flr., Strawberry Sq.  
Dept. #280601  
Harrisburg, PA 17128

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

P.O. Box 8486  
Willow Oak Bldg.  
Harrisburg, PA 17105

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

May 3, 2005

DATE

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

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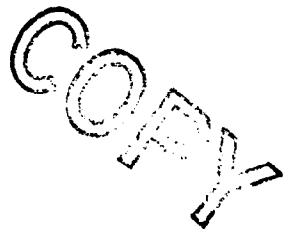
**Being Known As: 43 Fernwood Place, Houtzdale, PA 16651.**

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

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

Vs.

NO.: 2004-01533-CD



Theresa Madrea, Only Known Surviving Heir  
of George J. Beck Jr., Deceased Mortgagor and  
Real Owner and Unknown Surviving Heirs of  
George J. Beck, Jr. Deceased Mortgagor and  
Real Owner

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from THERESA MADREA, Only Known Surviving Heir of GEORGE J. BECK JR., Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$83,525.70  
INTEREST from 5/4/05  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/09/2005

PAID: \$132.00  
SHERIFF: \$  
OTHER COSTS: \$

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

Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

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BY: TERRENCE J. McCABE, ESQUIRE  
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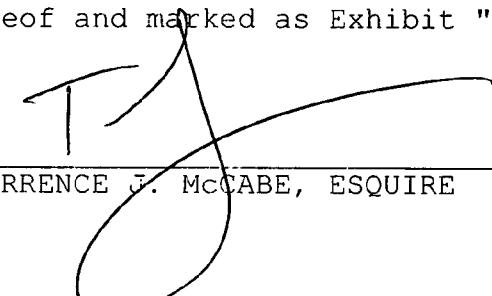
Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	--

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2<sup>nd</sup> day of August, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 2<sup>nd</sup> DAY  
OF AUGUST, 2005.

  
Chrissandra Shaye Hamilton  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Chrissandra Shaye Hamilton, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 4, 2009

FILED *cc*  
m11:05/01  
AUG 08 2005  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	--

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 43 Fernwood Place, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address
Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner	1578 84th Street Brooklyn, NY 11128
Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner	43 Fernwood Place Houtzdale, PA 16651

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

Name	Address
Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner	1578 84th Street Brooklyn, NY 1128
Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner	43 Fernwood Place

# Exhibit A

Houtzdale, PA 16651

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

Name	Address
NONE	

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

Name	Address
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	P.O. Box 8621 Elmhurst, IL 60126 ATTN: Al Spears
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	3006 Pleasant Valley Blvd. Altoona, PA 16602

**Pennsylvania Housing Finance Agency 211 N. Front Street Harrisburg, PA 17101**

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

Name	Address
United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219	
Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
Internal Revenue Service Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	

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

Name	Address
Tenant/Occupant(s)	43 Fernwood Place Houtzdale, PA 16651
Domestic Relations	Clearfield County 230 E. Market

**Exhibit A**

Suite 300  
Clearfield, PA 16830

Commonwealth of Pennsylvania,

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

6th flr., Strawberry Sq.  
Dept. #280601  
Harrisburg, PA 17128

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

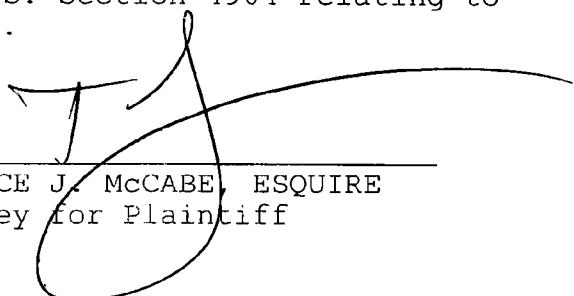
P.O. Box 8486  
Willow Oak Bldg.  
Harrisburg, PA 17105

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

August 2, 2005

DATE

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



**Exhibit A**

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 vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	---

DATE: August 2, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner

PROPERTY: 43 Fernwood Place, Houtzdale, PA 16651

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **September 2, 2005 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

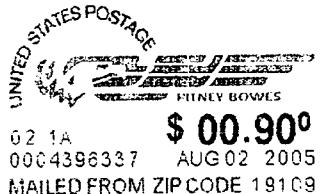
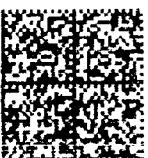
**Exhibit B**

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**Attn: Chrissandra S. Hamilton**

Check type of mail or service:

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

**Affix Stamp Here**  
(if issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
*Postmark and  
Date of Receipt*



## Exhibit B

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

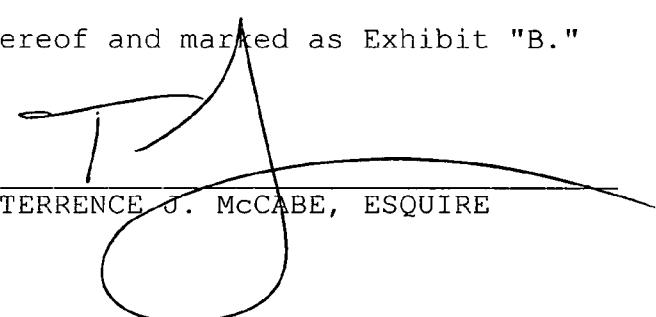
Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	--

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2<sup>nd</sup> day of August, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 2<sup>nd</sup> DAY  
OF AUGUST, 2005.

  
Chrissandra Shaye Hamilton  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 4, 2009

FILED  
m 1020  
AUG 08 2005  
57

William A. Shaw  
Prothonotary, Clerk of Courts

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

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs.  Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 04-1533-CD
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AFFIDAVIT PURSUANT TO RULE 3129

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Name	Address
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Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner	43 Fernwood Place Houtzdale, PA 16651

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

Name	Address
Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner	1578 84th Street Brooklyn, NY 11128
Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner	43 Fernwood Place Houtzdale, PA 16651

**Exhibit A**

Houtzdale, PA 16651

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

Name	Address
NONE	

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

Name	Address
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	P.O. Box 8621 Elmhurst, IL 60126 ATTN: Al Spears
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania	3006 Pleasant Valley Blvd. Altoona, PA 16602

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

Name	Address
United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219	
Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
Internal Revenue Service Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	

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

Name	Address
Tenant/Occupant(s)	43 Fernwood Place Houtzdale, PA 16651
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830

**Exhibit A**

Commonwealth of Pennsylvania,

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

6th flr., Strawberry Sq.  
Dept. #280601  
Harrisburg, PA 17128

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

P.O. Box 8486  
Willow Oak Bldg.  
Harrisburg, PA 17105

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

August 1, 2005

DATE

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**Exhibit A**

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 vs. Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-1533-CD
--	---

DATE: August 2, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Theresa Madrea, Only Known Surviving Heir of George J. Beck, Jr. Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner

PROPERTY: 43 Fernwood Place, Houtzdale, PA 16651

IMPROVEMENTS: Residential Dwelling

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A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**Exhibit B**

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**Attn: Chrissandra S. Hamilton**

Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Affl:  
(if issi  
certifi  
or for  
copy  
Post  
Date  
02 1A  
0004396337  
MAILED FROM ZIP CODE 19139  
\$03.00  
UNITED STATES POSTAL SERVICE  
PA 19139  
AUG 02 2005  
Exhibit B

Line	Article Number	Addressee Name, Street and PO Address	Ho sta ge	Fee
1	BENE V. BECK, et. al.--LH	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania P.O. Box 8621 Elmhurst, IL 60126 ATTN: Al Spears		
2		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania 3006 Pleasant Valley Blvd. Altoona, PA 16602		
3		Tenant(s)/Occupant(s) 43 Fernwood Place Houtzdale, PA 16651		
4		Domestic Relations Clearfield County 230 E. Market Street, Suite 300 Clearfield, PA 16830		
5		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105		
6		United States of America c/o U.S. Attorney's for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219		
7		Commonwealth of PA Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130		

**Exhibit B**

8	Internal Revenue Service Federated Investors Tower 13th flr., Ste. 1300	
9	Commonwealth of PA Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128	
10	Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486	
	Postmaster, Per (Name of receiving employee)	
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p> <p><i>Pat Head</i></p>

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

**Exhibit B**

SEARCHED *[initials]*

INDEXED *[initials]*

FILED *[initials]*

APR 8 2000

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE:	:	COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
v.	:	
THERESA MADERA, ONLY KNOWN	:	NUMBER 04-1533-CD
SURVIVING HEIR OF GEORGE J. BECK,	:	
JR., DECEASED MORTGAGOR AND REAL	:	
OWNER	:	
AND	:	
UNKNOWN SURVIVING HEIRS OF GEORGE:	:	
J. BECK, JR., DECEASED MORTGAGOR	:	
AND REAL OWNER	:	

FILED NO  
3/11/23 AD cc

11/23/01  
SEP 02 2001  
William A. Shaw  
Notary/Clerk of Courts

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA :

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;

2. That on August 2, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known address of 43

Fernwood Place, Houtzdale, PA 16651. A true and correct copy of the letter, certificate of mailing, and certified receipt, are attached hereto, made a part hereof, and marked as Exhibit "A."

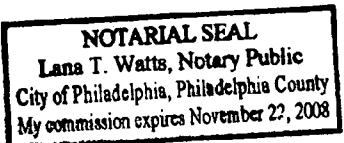
3. Per Plaintiff's conversation with the Sheriff of Clearfield County, that on July 19, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by posting the same at the mortgaged premises of 43 Fernwood Place, Houtzdale, PA 16651.

4. That, in accordance with the attached Court Order, Notice of Sale is published by the Sheriff of Clearfield County once a week for three successive weeks in a newspaper of general circulation and in the designated legal paper for Clearfield County Pursuant to Pa.R.C.P. 3129(d).

*Terrence J. McCabe*  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> DAY  
OF AUGUST, 2005.

*Lana T. Watts*  
NOTARY PUBLIC



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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL MORTGAGE  
COMPANY OF PENNSYLVANIA  
v.  
THERESA MADERA, ONLY KNOWN  
SURVIVING HEIR OF GEORGE J. BECK,  
JR., DECEASED MORTGAGOR AND REAL  
OWNER  
and  
UNKNOWN SURVIVING HEIRS OF GEORGE  
J. BECK, JR., DECEASED MORTGAGOR  
AND REAL OWNER

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

FEB 01 2005

Attest.

William L. Bunn  
Prothonotary/  
Clerk of Courts

NUMBER 04-1533-CD

O R D E R

AND NOW, this 1st day of February, 2005,  
upon consideration of Plaintiff's Motion for Service upon the  
Defendant, Unknown Surviving Heirs of George J. Beck, Jr.,  
Deceased Mortgagor and Real Owner, Pursuant to Special Order of  
Court, it is hereby ORDERED that pursuant to Pennsylvania Rules  
of Civil Procedure 430, Plaintiff may comply with the applicable  
service requirements by one PUBLICATION of a NOTICE of the filing  
of the Complaint in Clearfield County newspaper with daily  
circulation and by one PUBLICATION of a NOTICE of the filing of  
the Complaint in CLEARFIELD COUNTY LEGAL JOURNAL C/O GARY A.  
KNARESBORO, ESQUIRE; by POSTING the premises 43 Fernwood Place,  
Houtzdale, PA 16651, with a copy of the Complaint filed in the  
above captioned matter and by MAILING by Certified Mail, Return  
Receipt requested a true and correct copy of the Complaint to the

premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all subsequent Notices and pleadings that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2(D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J. Ammerman

---

J.

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*

MARC S. WEISBERG\*\*

EDWARD D. CONWAY

MARGARET GAIRO

RITA C. BUSCHER\*†

MONICA G. CHRISTIE +

ANDREW L. MARKOWITZ

FRANK DUBIN

BRENDA L. BROGDON\*

SEAN GARRETT\*‡

BONNIE DAHL\*

SVEN E. PFAHLERT\*

SCOTT TAGGART\*

CATANIA TRIGO^

CARLA FARALDO^

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

*Of Counsel*  
JOSEPH F. RIGA\*  
LISA L. WALLACE‡

August 2, 2005

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
+ Licensed in PA & NM  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
^ Licensed in NY  
‡ Managing Attorney for NJ  
§ Managing Attorney for NY

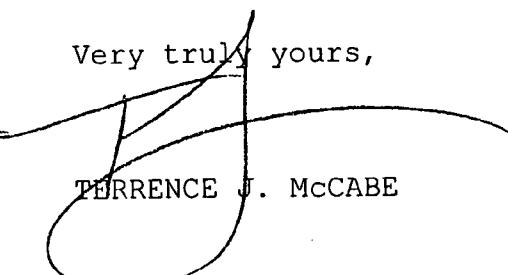
Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor  
and Real Owner  
43 Fernwood Place  
Houtzdale, PA 16651

RE: **Beneficial Consumer Discount Company d/b/a Beneficial Mortgage  
Co. of Pennsylvania vs. Theresa Madrea, Only Known Surviving  
Heir of George J. Beck, Jr. Deceased Mortgagor, et.al.  
Clearfield County; CCP; Number 04-1533-CD**

Dear Unknown Surviving Heirs of George J. Beck, Jr., Deceased  
Mortgagor and Real Owner:

Enclosed please find Notice of Sheriff's Sale of Real Property  
relative to the above-captioned matter.

Very truly yours,

  
TERRENCE J. McCABE

TJM/csh  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NO. 7005 1160 0001 3572 0202  
RETURN RECEIPT REQUESTED

**Exhibit A**

McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109

**Attr: Chrissandra S. Hamilton**

Recorded Delivery (International)  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured

cen  
 or f  
 cop  
 Po  
 Dc

**\$ 01.80<sup>00</sup>**  
MAILED FROM ZIP CODE 19109  
RR Fee  
221A  
0004396337 ALJG12 2005

Line	Article Number	Addressee Name, Street and PO Address	Po sta ge	Fi																																																						
1	BENE V. BECK, et. al.—CERT	Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner 1578 84th Street Brooklyn, NY 1128																																																								
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<b>U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>																																																										
<b>U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>																																																										
<table border="1"><tr><td>Postage</td><td>\$ 2.25</td><td>Postage</td><td>\$ 2.25</td><td>Postage</td><td>\$ 2.25</td></tr><tr><td>Certified Fee</td><td>\$ 0.00</td><td>Certified Fee</td><td>\$ 0.00</td><td>Certified Fee</td><td>\$ 0.00</td></tr><tr><td>Return Receipt Fee (Endorsement Required)</td><td>\$ 0.00</td><td>Return Receipt Fee (Endorsement Required)</td><td>\$ 0.00</td><td>Return Receipt Fee (Endorsement Required)</td><td>\$ 0.00</td></tr><tr><td>Restricted Delivery Fee (Endorsement Required)</td><td>\$ 0.00</td><td>Restricted Delivery Fee (Endorsement Required)</td><td>\$ 0.00</td><td>Restricted Delivery Fee (Endorsement Required)</td><td>\$ 0.00</td></tr><tr><td colspan="3">Total Postage &amp; Fees</td><td colspan="3">Total Postage &amp; Fees</td></tr><tr><td colspan="3">Sent To Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner Street/ Apt. No.: 43 Fernwood Place City, State, ZIP: Houtzdale, PA 16651</td><td colspan="3">Sent To Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner Street/ Apt. No.: City, State, ZIP: PS Form 3800, June 2002 Reverse for Instructions</td></tr><tr><td colspan="3">Postmaster, Per (Name of receiving employee)</td><td colspan="3">See Reverse for Instructions</td></tr><tr><td colspan="3">Total Number of Pieces Listed by Sender</td><td colspan="3">Total Number of Pieces Received at Post Office</td></tr><tr><td colspan="3">2</td><td colspan="3">2</td></tr></table>					Postage	\$ 2.25	Postage	\$ 2.25	Postage	\$ 2.25	Certified Fee	\$ 0.00	Certified Fee	\$ 0.00	Certified Fee	\$ 0.00	Return Receipt Fee (Endorsement Required)	\$ 0.00	Return Receipt Fee (Endorsement Required)	\$ 0.00	Return Receipt Fee (Endorsement Required)	\$ 0.00	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	Total Postage & Fees			Total Postage & Fees			Sent To Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner Street/ Apt. No.: 43 Fernwood Place City, State, ZIP: Houtzdale, PA 16651			Sent To Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner Street/ Apt. No.: City, State, ZIP: PS Form 3800, June 2002 Reverse for Instructions			Postmaster, Per (Name of receiving employee)			See Reverse for Instructions			Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office			2			2		
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<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual (RM900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p>																																																										

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, August 2000

*Pat Head*

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL : COURT OF COMMON PLEAS  
MORTGAGE COMPANY OF PENNSYLVANIA :  
V. :  
THERESA MADERA, ONLY KNOWN : NUMBER 04-1533-CD  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
AND :  
UNKNOWN SURVIVING HEIRS OF GEORGE :  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER :  
F  
M  
SEP  
WILL

FILED NOCC  
m71:21801  
SEP 02 2005  
(LMP)

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA:

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

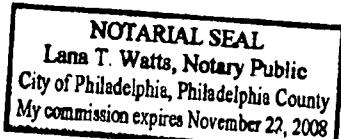
1. That he is counsel for the above-named Plaintiff;
2. That on August 16, 2005, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale through B&R Process Servers, upon the Defendant, Theresa Madera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner, by personally serving the Defendant, at the Defendant's last-known address of 1578 84<sup>th</sup> Street, Brooklyn, NY 11228. A true and correct copy of B&R's Affidavit of Service is attached hereto, made a part hereof, and marked as Exhibit "A."

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> DAY  
OF AUGUST, 2005.

  
Linda J. Salt  
NOTARY PUBLIC





235 SOUTH 13TH STREET  
PHILADELPHIA, PA 19107  
PHONE: (215) 546-7400  
FAX: (215) 985-0169



National Association of  
Professional Process Servers



Philadelphia Association  
of Professional Process Servers

Beneficial Consumer Discount Company : COURT Court of Common Pleas of Pennsylvania  
-vs- : COUNTY Clearfield County  
Theresa Madera, Only Known Surviving Heir, et al : CASE NUMBER 04-1533-CD

### AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF PHILADELPHIA:

B&R Control # CS017157 - 1  
Reference Number 5-1910pa

#### SERVICE INFORMATION

On 5 day of August, 2005 we received the  
Notice of Sheriff Sale  
for service upon Theresa Madera, et al  
at 1578 84th Street Brooklyn, NY 11228

#### \*\*\* Special Instructions \*\*\*

Served Date 8/16/05 Time 6:35PM Accepted By: Theresa Madera

In the manner described below.

Personally served.  
 Adult family member. Relationship is \_\_\_\_\_  
 Adult in charge of residence who refused to give name and/or relationship. \_\_\_\_\_  
 Manager/Clerk of place of residence lodging \_\_\_\_\_  
 Agent or person in charge of office or usual place of business \_\_\_\_\_  
 Other \_\_\_\_\_

Description of Person Age 65 Height 5'0 Weight 190 Race White sex Female

Other \_\_\_\_\_

Not Served Date \_\_\_\_\_ Time \_\_\_\_\_

#### Not Served Information

Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

The Process Server, being duly sworn,  
deposes and says that the facts set forth  
herein are true and correct to the best of their  
knowledge, information and belief.

Process Server/Sheriff \_\_\_\_\_

# Exhibit A

MICHAEL SMITH,

Sworn to and subscribed before me this

18<sup>th</sup> day of August 2005

Notary Public

LIC# 1847012  
ServeBy Date 8/19/2005

Filed Date

Sale Date 9/2/2005  
Notary Public, State of New York  
No. 02GR4699723  
Qualified in New York County  
Commission Expires Feb. 10, 2008

Law Firm Phone (215) 790-1000 For Plaintiff  
Terrence McCabe, Esquire  
McCabe, Weisberg & Company, PC  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

ORIGINAL

217VC

**FILED**

**SEP 02 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20159  
NO: 04-1533-CD

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

vs.

DEFENDANT: THERESA MADREA, ONLY KNOWN SURVIVING HEIR OF GEORGE J. BECK, JR., DECEASED MORTGAGOR AND REAL OWNER AND UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR. DECEASED MORTGAGOR AND REAL OWNER

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 05/09/2005

LEVY TAKEN 07/19/2005 @ 9:56 AM

POSTED 07/19/2005 @ 9:56 AM

SALE HELD 10/07/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/17/2005

DATE DEED FILED 11/17/2005

**SERVICES**

07/27/2005 @ SERVED THERESA MADERA, ONLY KNOWN SURVIVING HEIR OF  
SERVICED THERESA MADERA HEIR OF GEROGE J. BECK, JR, DECEASED BY CERT. AND REG. MAIL PER COURT ORDER TO 1578 84TH  
ST, BROOKLYN, NY 11228 CERT #70033110000193800855 WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

07/20/2005 @ SERVED UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR.  
SERVED UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR. DEFENDANT BY CERT. AND REG. MAIL PER COURT ORDER CERT  
#70033110000193800848 RETURNED UNCLAIMED TO CLEARFIELD COUNTY SHERIFF'S OFFICE 8/8/05 WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

FILED  
012:30 PM  
NOV 18 2005  
WS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20159  
NO: 04-1533-CD

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

VS.

DEFENDANT: THERESA MADREA, ONLY KNOWN SURVIVING HEIR OF GEORGE J. BECK, JR., DECEASED MORTGAGOR AND REAL OWNER AND UNKNOWN SURVIVING HEIRS OF GEORGE J. BECK, JR. DECEASED MORTGAGOR AND REAL OWNER

E

SHERIFF RETURN

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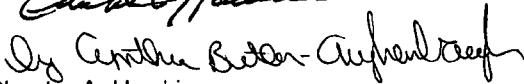
SHERIFF HAWKINS \$246.26

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
By   
Chester A. Hawkins  
Sheriff

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

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

Vs.

NO.: 2004-01533-CD

Theresa Madrea, Only Known Surviving Heir  
of George J. Beck Jr., Deceased Mortgagor and  
Real Owner and Unknown Surviving Heirs of  
George J. Beck, Jr. Deceased Mortgagor and  
Real Owner

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from THERESA MADREA, Only Known Surviving Heir of GEORGE J. BECK JR., Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$83,525.70

PAID: \$132.00

INTEREST from 5/4/05

SHERIFF: \$

PROTH. COSTS: \$

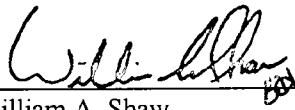
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 05/09/2005

Received this writ this 9th day  
of May A.D. 2005  
At 10:00 A.M. P.M.

John A. Hawkins  
Sheriff by Cynthia Bitter-Aughnay

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

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

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground situate in the Township of Gulich, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an iron pin on the West side of Township Road T-542, said iron pin being the South-east corner of the lands of John Schram, et ux; and said iron pin being the Southeast corner of the land herein described; thence along the West side of said Township Road T-542, North 10 degrees 05 minutes East, 165.45 feet to an iron pin; thence through residue of land of John Schram, et ux, herein South 86 degrees 54 minutes West, 126.28 feet to an iron pin; thence by same, South 0 degrees 29 minutes East, 105.42 feet to an pin; thence along the line of land of Alexander Dufour, South 62 degrees 15 minutes East, 108.78 feet to an iron pin and the place of beginning.

CONTAINING 0.349 ACRES.

Tax Parcel #118-L16-244

TITLE TO SAID PREMISES IS VESTED IN George J. Beck, Jr., unmarried, by Deed from John Schram and Antionette Genesi Schram (also known as Anntoinette Schram), husband and wife, dated 4/27/1985 and recorded 5/7/1985 in Deed Book Volume 1011, Page 62.

Being Known As: 43 Fernwood Place, Houtzdale, PA 16651.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THERESA MADERA, ONLY KNOWN SURVIVING HEIR OF

NO. 04-1533-CD

NOW, November 17, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 07, 2005, I exposed the within described real estate of Theresa Madrea, Only Known Surviving Heir Of George J. Beck, Jr., Deceased Mortgagor And Real Owner And Unknown Surviving Heirs Of George J. Beck, Jr. Deceased Mortgagor And Real Owner to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	14.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$246.26</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	83,525.70
INTEREST @ %	0.00
FROM TO 10/07/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,625.00
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$85,190.70</b>

**COSTS:**

ADVERTISING	369.94
TAXES - COLLECTOR	393.98
TAXES - TAX CLAIM	1,361.48
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	246.26
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,893.66</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

# COPY

Attorney for Plaintiff

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

BENEFICIAL CONSUMER DISCOUNT :  
COMPANY d/b/a BENEFICIAL MORTGAGE:  
COMPANY OF PENNSYLVANIA :  
v. :  
THERESA MADERA, ONLY KNOWN :  
SURVIVING HEIR OF GEORGE J. BECK, :  
JR., DECEASED MORTGAGOR AND REAL :  
OWNER :  
and :  
UNKNOWN SURVIVING HEIRS OF GEORGE:  
J. BECK, JR., DECEASED MORTGAGOR :  
AND REAL OWNER :  
: NUMBER 04-1533-CD

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

FEB 01 2005

Attest.

*Lawrence*  
Prothonotary/  
Clerk of Courts

## O R D E R

AND NOW, this 1st day of *February*, 2005,  
upon consideration of Plaintiff's Motion for Service upon the  
Defendant, Unknown Surviving Heirs of George J. Beck, Jr.,  
Deceased Mortgagor and Real Owner, Pursuant to Special Order of  
Court, it is hereby ORDERED that pursuant to Pennsylvania Rules  
of Civil Procedure 430, Plaintiff may comply with the applicable  
service requirements by one PUBLICATION of a NOTICE of the filing  
of the Complaint in Clearfield County newspaper with daily  
circulation and by one PUBLICATION of a NOTICE of the filing of  
the Complaint in CLEARFIELD COUNTY LEGAL JOURNAL C/O GARY A.  
KNARESBORO, ESQUIRE; by POSTING the premises 43 Fernwood Place,  
Houtzdale, PA 16651, with a copy of the Complaint filed in the  
above captioned matter and by MAILING by Certified Mail, Return  
Receipt requested a true and correct copy of the Complaint to the

premises which is the subject of the action.

FURTHER, it is ORDERED that the Plaintiff may serve all subsequent Notices and pleadings that require personal service, in the manner set forth above except that Notice of Sheriff's Sale made by the Sheriff in the manner set forth in Pa.R.C.P. 3129.2 (D) is legally sufficient and Plaintiff need not re-publish.

SERVICE shall be deemed effectuated and completed upon the PUBLICATION, POSTING or MAILING, whichever is later.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

UNKNOWN SURVIVING HEIRS OF  
GEORGE J. BECK, JR., DECEASED  
43 FERNWOOD PLACE  
HOUTZDALE, PA 16651

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X**

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

USPS 16651  
HOUTZDALE PA  
JUL 21 2005

USPS 16651  
HOUTZDALE PA  
JUL 21 2005

USPS 16651  
HOUTZDALE PA  
JUL 21 2005

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**2. Article Number**

7003 3110 0001 9380 0848

(Transfer from service label)

Domestic Return Receipt

102595-02-M-1540

PS Form 3811, February 2004



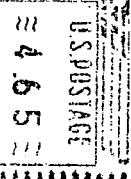
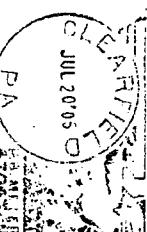
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

2003 3110 0001 9380 0848



(6/24/05)

- Not Deliverable As Addressed
- Unable To Forward As Addressed
- Insufficient Address
- Moved, Left No Address
- Unclaimed, Left No Address
- Attempted, Not Reached
- No Such Street Known
- Vacant
- No Mail, Illegible Number
- No Mail, Receptacle
- Bx or Closed, No Order
- Returned For Better Address
- Postage Due

UNKNOWN SURVIVING HEIRS OF  
GEORGE J. BECK, JR., DECEASED  
43 FERNWOOD PLACE  
HOUTZDALE, PA 16651

Name 7-21-05  
1st Notice 7-21-05  
2nd Notice 7-21-05  
Return 8-5

<b>U.S. Postal Service</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	

Postage	\$ 40.60	0830
Certified Fee	\$2.30	
Return Receipt Fee (Endorsement Required)	\$1.75	07 Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 44.65	07/20/2005

Sent To

Street, Apt. No.: UNKNOWN SURVIVING HEIRS OF  
or PO Box No.: GEORGE J. BECK, JR., DECEASED

City, State, Zip: 43 FERNWOOD PLACE  
HOUTZDALE, PA 16651

PS Form 3600, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

THERESA MADERA HEIR OF  
 GEORGE J. BECK, JR., DECEASED  
 1578 84<sup>TH</sup> STREET  
 BROOKLYN, NY 11228-11228

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Theresa M*
 Agent  
 Addressee

B. Received by (Printed Name)

*THERESA MADERA*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No**2. Article Number**  
(Transfer from service label)

7003 3110 0001 9380 0855

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**055  
080  
086  
1000  
070  
0710  
0711  
0712  
0713

Postage	\$ 40.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.65

0830  
07 Postmark  
Here

07/20/2005

<i>Sent To</i>	THERESA MADERA HEIR OF Street, Apt. No. GEORGE J. BECK, JR., DECEASED or PO Box No. 1578 84 <sup>TH</sup> STREET City, State, Zip+4 BROOKLYN, NY 11228-11228
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PS Form 3800, June 2002

See Reverse for Instructions

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*

MARC S. WEISBERG\*\*

EDWARD D. CONWAY

MARGARET GAIRO

RITA C. BUSCHER\*†

MONICA G. CHRISTIE †‡

FRANK DUBIN

BRENDA L. BROGDON\*

SEAN GARRETT\*+

BETH L. THOMAS

LAURENCE R. CHASHIN\*

SEVEN E. PFAHLERT\*

JOSEPH VACCARO\*

MICHELE DELILLE^

CATANIA TRIGO^

\* Licensed in PA &amp; NJ

\*\* Licensed in PA &amp; NY

† Licensed in PA &amp; MD

\*\*\* Licensed in PA, NJ &amp; NY

†† Licensed in NY &amp; CT

‡ Licensed in NY

††† Managing Attorney for NJ

†† Managing Attorney for NY

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1016  
FAX (215) 790-1774

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

JOSEPH F. RIGA\*  
Of Counsel

August 25, 2005

**Via Facsimile**

Sheriff of Clearfield County  
1 North 2<sup>nd</sup> Street  
Suite 116  
Clearfield, PA 16830

**Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Theresa Mudera, Only Known Surviving Heir of George J. Beck, Jr., Deceased Mortgagor and Real Owner and Unknown Surviving Heirs of George J. Beck, Jr., Deceased Mortgagor and Real Owner C.C.P. Clearfield County, No. 04-1533-CD Premises: 43 Fernwood Place, Houtzdale, PA 16651 Date of Sheriff's Sale: September 2, 2005**

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the September 2, 2005 Sheriff's Sale. I am requesting at this time that you postpone this matter to the October 7, 2005 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

*Terrence McCabe*  
TERRENCE J. McCABE

TJM/cmo

**SHERIFF'S OFFICE-RECEIVED BY:**

*Captain Andrew Culp*  
\_\_\_\_\_  
SIGNATURE

*8/25/05*  
\_\_\_\_\_  
DATE

Complete File

MISSING

1-12-07

uas

Date: 1/12/2007

**Clearfield County Court of Common Pleas**

User: BILLSHAW

Time: 01:30 PM

Complete Case History

Page 1 of 4

Case: 2004-01533-CD

**Beneficial Consumer Discount Company vs. Theresa Madera, et al.**

Filed: 10/1/2004

Subtype: Mortgage Foreclosures

Physical File: Y

Appealed: N

Comment:

**Judge History**

Date	Judge	Reason for Removal
10/1/2004	No Judge,	Judge Assigned
1/31/2005	Ammerman, Fredric Joseph	Current

Payments	Receipt	Date	Type	Amount
Chester A. Hawkins, Sheriff	1911361	11/18/2005	Miscellaneous	5.00
Sheriff's Acknowledgment		5.00		
McCabe, Terrence J. Esq (attorr	1887581	10/1/2004	Civil Filing	85.00
	1895713	2/11/2005	Civil Filing	7.00
	1900923	5/9/2005	Civil Filing	40.00
			Total	137.00

**Miscellaneous Receipts**

Receipt	Date		
1911361	11/18/2005	Sheriff's Acknowledgment	5.00
		Sum:	5.00

**Plaintiff**

Name:	Beneficial Consumer Discount Company			SSN:
Address:	PO Box 8621			DOB:
	Elmhurst	IL	60126	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:	Return Costs: 51.00 Sheriff Hawkins: Paid by Atty. 33.58 Sheriff Hawkins: Paid by McCabe Shff Hawkins costs pd by atty \$286.26			

**Attorneys**

McCabe, Terrence J. Esq (Primary attorney) Send Notices

**Defendant**

Name:	Madera, Theresa			SSN:
Address:	2363 85th Street			DOB:
	Elmhurst	PA	60126	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Date: 1/12/2007  
Time: 01:30 PM  
Page 2 of 4

Clearfield County Court of Common Pleas  
Complete Case History  
Case: 2004-01533-CD

User: BILLSHAW

Beneficial Consumer Discount Company vs. Theresa Madera, et al.

Defendant

Name: Beck, George J. Jr. SSN:  
Address: Deceased DOB:  
Sex:  
Phone: Home: Work:  
Employer:  
Litigant Type:  
Comment: Send notices: Y

Defendant

Name: Unknown Surviving Heirs SSN:  
Address: 3 Fernwood Place DOB:  
Houtzdale PA 16651 Sex:  
Phone: Home: Work:  
Employer:  
Litigant Type:  
Comment: Send notices: Y

Register of Actions

10/1/2004	Filing: Civil Complaint Paid by: McCabe, Terrence J. Esq (attorney for Beneficial Consumer Discount Company) Receipt number: 1887581 Dated: 10/01/2004 Amount: \$85.00 (Check) 1 CC to Shff. 2 CC to Atty.	No Judge,
11/16/2004	Sheriff Return, Now, Nov. 16, 2004, return the within Complaint in Mortgage Foreclosure " Not Served, Time Expired" as to unknown surviving heirs of George J. Beck Jr., Deceased or Occupant. Attempted not home, needs to be served in the evening. So Answers Chester A. Hawkins, Sheriff, by s/ Marilyn Hamm.	No Judge,
1/31/2005	Motion For Service pursuant to special Order of Court filed by Atty. McCabe.	No Judge,
2/1/2005	Order, 1st day of February, 2005, it is ORDERED that Plaintiff may comply with the applicable service requirements by one PUBLICATION of a Notice of the filing of Complaint (see original for further details). BY THE COURT: /s/ Fredric J. Ammerman, Judge. 2CC to Atty McCabe	Ammerman, Fredric Joseph
2/11/2005	Filing: Reissue Writ/Complaint Paid by: McCabe, Terrence J. Esq (attorney for Beneficial Consumer Discount Company) Receipt number: 1895713 Dated: 02/11/2005 Amount: \$7.00 (Check) 1 Reinstated Compl to Shff. 2 Reinstated Compl to Atty.	Ammerman, Fredric Joseph
3/14/2005	Sheriff Return, Feb. 16, 2005 Posted Complaint at 43 Fernwood Place, Houtzdale. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	Ammerman, Fredric Joseph

## Beneficial Consumer Discount Company vs. Theresa Madera, et al.

## Register of Actions

4/18/2005 Affidavit Of Service, Complaint in Mortgage Foreclosure upon the Defendant , Unknown Surviving Heirs of George J. Beck, Jr. Deceased Mortgagor and Real Owner, on Feb. 18, 2005 by mail Feb. 16, 2005 Complaint in Mortgage Foreclosure upon the Defendant, Unknown Surviving Heirs of George J. Beck, Jr by posting mortgaged premises Feb. 18, 2005 and Feb. 25, 2005 copy of Notice of Complaint through Publication in Clfd. Co. Legal Journal Feb. 23, 2005 copy of the Complaint through Publication in Courier-Express Filed by s/ Terrence J. McCabe, Esquire. No CC Ammerman, Fredric Joseph

Affidavit of Service, Oct. 22, 2004, copy of the Complaint in mortgage Foreclosure through B&R Process Servers, upon Theresa Madera. filed by s/ Terrence J. McCabe, Esquire. No CC Ammerman, Fredric Joseph

5/9/2005 Filing: Assessment of Damages and Entry of Judgment Paid by: McCabe, Terrence J. Esq (attorney for Beneficial Consumer Discount Company) Receipt number: 1900923 Dated: 05/09/2005 Amount: \$20.00 (Check) Enter judgment by default in favor of Plaintiff and against Defendants for failure to answer Complaint Judgment Amount \$83,525.70 Filed by s/ Terrence J. McCabe, Esquire. 1CC & Notice to Defs., Statement to Atty Filing: Praeclipe For Writ of Execution / Possession Paid by: McCabe, Terrence J. Esq (attorney for Beneficial Consumer Discount Company) Receipt number: 1900923 Dated: 05/09/2005 Amount: \$20.00 (Check). for Plaintiff against Defendants, filed by s/ Terrence J. McCabe, Esquire. Judgment Amount: \$83,525.70 1CC Shff w/6 writs w/prop descr. Ammerman, Fredric Joseph

8/8/2005 Supplemental Affidavit of Service, filed. Hereby certify that on the 2nd day of August 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholders filed by s/ Terrence J. McCabe Esquire. No CC. Ammerman, Fredric Joseph

Affidavit of Service filed. Hereby certify that on the 2nd day of August 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholders, filed by s/ Terrence J. McCabe Esquire. No CC. Ammerman, Fredric Joseph

Date: 1/12/2007  
Time: 01:30 PM  
Page 4 of 4

Clearfield County Court of Common Pleas  
Complete Case History  
Case: 2004-01533-CD

User: BILLSHAW

**Beneficial Consumer Discount Company vs. Theresa Madera, et al.**

**Register of Actions**

9/2/2005	Affidavit of Service filed. That on August 2, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Unknown Surviving Heirs of George J. Beck Jr. deceased Mortgagor and Real Owner filed by s/ Terrence J. McCabe Esq. No CC.	Ammerman, Fredric Joseph
	Affidavit of Service filed. That on August 16, 2005, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale through B&R Process Servers, upon the Defendant, Theresa Madera, only known surviving Heir of George J. Beck Jr., deceased filed by s/ Terrence J. McCabe Esq. No CC.	Ammerman, Fredric Joseph
11/18/2005	Sheriff Return, Sale Held-10/07/2005; Date Deed Filed-11/17/2005 So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh. SHff Hawkins costs pd by atty \$286.26	Ammerman, Fredric Joseph

**Disposition**

Order date	In Favor Of	Disposition	Judgment
05/09/2005	Plaintiff	05/09/2005 Open	Default Judgment
Comment: \$83,525.70 Judgment Amount			
Plaintiff: Beneficial Consumer Discount Company			
Defendant: Beck, George J. Jr.			
Madera, Theresa			
Unknown Surviving Heirs			

**Disposition**

Order date	In Favor Of	Disposition	Judgment
05/09/2005	Plaintiff	05/09/2005 Writ of Execution	Default Judgment
Comment: \$83,525.70 Judgment Amount			
Plaintiff: Beneficial Consumer Discount Company			
Defendant: Beck, George J. Jr.			
Madera, Theresa			
Unknown Surviving Heirs			

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