

04-2024-CD  
BENEFICIAL CONSUMER DISCOUNT CO. ETAL. VS. CHARLES K. SOLIDAY, SR. ET AL

Beneficial Consumer vs Charles Soliday et al  
2004-2024-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 Co. of  
Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126  
v.  
Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Clearfield County  
Court of Common Pleas

Number

FILED

DEC 23 2004

William A. Shaw  
Prothonotary  
2 CANT TO SUFF  
1 CANT TO ATTY  
2004-2024-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 defendarse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON 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  
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**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERENCE J. McCABE, ESQUIRE**  
**Identification Number 16496**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
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**Attorney for Plaintiff**

Beneficial Consumer Discount  
Company d/b/a Beneficial  
Mortgage Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
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v.

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and  
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PO Box 45  
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**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Charles K. Soliday Sr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is PO Box 45, Smoke Run, PA 16681.

3. The Defendant is Dawn M. Soliday a/k/a Dawn Soliday, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is PO Box 45, Smoke Run, PA 16681.

4. On 01/24/2000, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200001261.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 45, Smoke Run, PA 16681 (Tax Parcel #103-K15-495-22).

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2004 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 19,770.27
Interest through 11/09/2004	\$ 3,876.23
(Plus \$ 37.14 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 25,696.50

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code

Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$25,696.50, together with interest at the rate of \$37.14 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

*Terrence J. McCabe*  
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 Consumer Discount Company \_\_\_\_\_, 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

7-11806

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE  
ADVANCES  
00 FEB 10 AM 8:43

THIS MORTGAGE is made this day 24TH of JANUARY 20 00, between the Mortgagor,  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE.

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686  
(herein "Lender").

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 20,387.73, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 24, 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 JANUARY 24, 2015;

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;

BECKMEXXXKXXROPERXXXXXXEXXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX  
KUKKEMSXKXKUSXWXXXXXKXAROXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX  
KXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX  
KXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX

**SEE EXHIBIT A**

EXHIBIT ECONOMIC  
**HIBIT** 'A

01-07-00 MTG

PA001281



\*S96B44D90L98MTG9000PA0012810\*\*SOL 1 DAY

ORIGINAL

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.



✓ **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.

01-07-00 MTG

PA001284

\*\*S96B44D90L98MTG9000PA0012840\*\*SOLIDAY

ORIGINAL

**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.

*Charles K. Soliday*  
CHARLES K. SOLIDAY -Borrower

*Dawn Soliday*  
DAWN SOLIDAY -Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender. By: LINDA S. MILLER *Linda S. Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of January, 20<sup>00</sup>.

*Sandra D. Stever*  
Notary Public

This instrument was prepared by:

LINDA S. MILLER  
(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA001286

01-07-00 MTG



\*S96B44D90L98MTG9000PA0012860\*\*SOLIDAY

X ORIGINAL

## EXHIBIT A

*ALL* that certain piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

*BEGINNING* at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet

to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.40 acres as shown on map dated March 21, 1988 and prepared by George A. Cree, Registered Surveyor.

WSNC A. 1115  
Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K15-30  
495-22.

*BEING* the same premises as was conveyed to Raymond Lukens by Deed of Clearfield Bank and Trust Company, dated April 4, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1215, Page 336.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
2000001261

RECORDED ON

Jan 28, 2000  
12:09:53 PM

RECORDING FEES -	\$19.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
FUND	
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$21.50

NR 225

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

Service # 1 of 2 Services

Sheriff Docket # **100090**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 04-2024-CD

vs.

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

**SHERIFF RETURNS**

NOW February 08, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CHARLES K. SOLIDAY SR., DEFENDANT. HOUSE EMPTY.

SERVED BY: /

**FILED**

6<sup>th</sup> FEB 08 2005

6/3/05

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100090**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 04-2024-CD

vs.

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

**SHERIFF RETURNS**

NOW February 08, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO DAWN M. SOLIDAY A/K/A DAWN SOLIDAY, DEFENDANT. HOUSE EMPTY.

SERVED BY: /

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

Service # 1 of 2 Services

Sheriff Docket # **100090**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 04-2024-CD

vs.

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

**SHERIFF RETURNS**

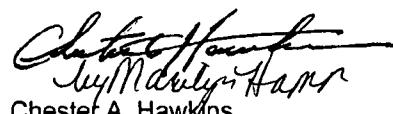
**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	52764	20.00
SHERIFF HAWKINS	MCCABE	52764	38.00

Sworn to Before me This

So Answers,

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

  
by Marilyn Harris  
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, Pennsylvania 19109  
(215) 790-1010

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

v.

Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Attorney for Plaintiff

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

DEC 23 2004

Attest.

*William L. Chen*  
Prothonotary/  
Clerk of Courts

Clearfield County  
Court of Common Pleas

Number

2004-2024-CP

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

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

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON 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 Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Charles K. Soliday Sr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is PO Box 45, Smoke Run, PA 16681.

3. The Defendant is Dawn M. Soliday a/k/a Dawn Soliday, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is PO Box 45, Smoke Run, PA 16681.

4. On 01/24/2000, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200001261.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 45, Smoke Run, PA 16681 (Tax Parcel #103-K15-495-22).

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2004 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 19,770.27
Interest through 11/09/2004	\$ 3,876.23
(Plus \$ 37.14 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 25,696.50

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code

Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$25,696.50, together with interest at the rate of \$37.14 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

Terrence J. McCabe  
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 Consumer Discount Company \_\_\_\_\_, 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

711806

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE  
ADVANCE  
8 FEB 10 AM 8:43

THIS MORTGAGE is made this day 24TH of JANUARY 20 00, between the Mortgagor,  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 20,387.73,  
evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated  
JANUARY 24, 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 JANUARY 24, 2015;

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:

XXXXXXXXXXRRRRRRXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXX  
XXXXXMSXXXXXWXXXXXXCHARLESXXXXSXXXXXXDXXXXXXDXXXXXX  
HUSBAND AND WIFE XXXXXXXXXDXXXXXXDXXXXXXDXXXXXX  
XXXXREXXXXXXXXXXXXXXXXXX  
XXXXXADXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXX  
XXXXXEXXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXX  
REXXXXXXDXXXXXX  
RXXXXXXDXXXXXXDXXXXXXDXXXXXX  
ADXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXX

SEE EXHIBIT A

EXHIBIT "A"



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

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

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

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

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

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

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

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

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

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

PAB01282

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\*S96B44D90L98MTG9000PA0012820\*\*SOLIDAY

ORIGINAL

✓ **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.

PA001284

01-07-00 MTG



\*S96B44D90L98MTG9000PA0012840\*\*SOLIDAY

\* ORIGINAL

**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.

*Charles K. Soliday*

CHARLES K. SOLIDAY

-Borrower

*Dawn Soliday*

DAWN SOLIDAY

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender. By: LINDA S. MILLER *Linda S. Miller* Title: SA

COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

24<sup>th</sup>

day of January

, 2000

*Sandra D. Stever*

Notary Public

This instrument was prepared by:

LINDA S. MILLER  
(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PAD01286

01-07-00 MTG



\*S96B44D90L98MTG9000PA0012860\*\*SOLIDAY

ORIGINAL

## EXHIBIT A

*ALL* that certain piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

*BEGINNING* at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet

to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.40 acres as shown on map dated March 21, 1988 and prepared by George A. Cree, Registered Surveyor.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K15-30  
495-22.

*BEING* the same premises as was conveyed to Raymond Lukens by Deed of Clearfield Bank and Trust Company, dated April 4, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1215, Page 336.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200001261

RECORDED ON

Jan 28, 2000  
12:09:53 PM

RECORDING FEES -	\$19.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	40.50
TOTAL	\$21.50

NR 25

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

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of  
Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126  
v.  
Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

DEC 23 2004

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

Number 2004-2024-CO

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

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

#### **AVISO**

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

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

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON 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 Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126  
v.  
Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Charles K. Soliday Sr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is PO Box 45, Smoke Run, PA 16681.

3. The Defendant is Dawn M. Soliday a/k/a Dawn Soliday, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is PO Box 45, Smoke Run, PA 16681.

4. On 01/24/2000, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200001261.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 45, Smoke Run, PA 16681 (Tax Parcel #103-K15-495-22).

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2004 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 19,770.27
Interest through 11/09/2004	\$ 3,876.23
(Plus \$ 37.14 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 25,696.50

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code

Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$25,696.50, together with interest at the rate of \$37.14 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

*Terrence J. McCabe*  
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 Consumer Discount Company \_\_\_\_\_, 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

7-11806

## MORTGAGE

THIS MORTGAGE is made this day 24TH of JANUARY 20 00, between the Mortgagor,  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE.

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 20,387.73 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 24, 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 JANUARY 24, 2015;

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:

BRUNNEN XXXX KIRRIORI DXX CONVEYED X JERUXX RAXX KUNNXX KUNX XANX XANX XANX  
KUKEN XXXX SUXW X XXX DUX CHARLES XXXX SUXW DAXX X DAXX SUXW DAXX  
HISSE RAND XXXX SUXW X XXXX BY DEED X DAXX DAXX DAXX X DAXX X DAXX SUXW DAXX  
BEX RE RE RE DXX X X X X X X DXX

**SEE EXHIBIT A**

EXHIBIT "A" 25



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.

PA001284

01-07-00 MTG



\*S96B44D90L98MTG9000PA0012840\*\*SOL1DAY

\* ORIGINAL

**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.

*Charles K. Soliday*

CHARLES K. SOLIDAY

-Borrower

*Dawn Soliday*

DAWN-SOLIDAY

-Borrower

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

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender. By: LINDA S. MILLER *Linda S. Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that They signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

24<sup>th</sup>

day of

*January*

, 20 00

*Sandra D. Stever*  
Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA001286

01-07-00 MTG



\*S96B44090L98MTG9000PA0012860\*\*SOLIDAY

\* ORIGINAL

## EXHIBIT A

*ALL* that certain piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

*BEGINNING* at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet

to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.40 acres as shown on map dated March 21, 1988 and prepared by George A. Cree, Registered Surveyor.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K15-30  
495-22.

*BEING* the same premises as was conveyed to Raymond Lukens by Deed of Clearfield Bank and Trust Company, dated April 4, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1215, Page 336.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200001261

RECORDED ON

Jan 28, 2000  
12:09:53 PM

RECORDING FEES -	\$19.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
FUND	
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$21.50

NR 25

## DEPUTY SHERIFF'S EDUCATION AND TRAINING ACCT.

CASE NO. 100090

COURT NO. 04-2024-CD

DATE	CHECK #	VENDOR	
December 29, 2004	52764	MCCABE	<u><b>\$20.00</b></u>

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

FIRM MCCABE, WEISBERG & CONWAY P.C.

CHESTER A. HAWKINS, SHERIFF  
CLEARFIELD COUNTY, PENNSYLVANIA

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080

123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
(215) 790-1010

TERRENCE J. McCABE

FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020

SUITE 5225  
500 FIFTH AVENUE  
NEW YORK, NY 10110  
(212) 575-1010  
FAX (212) 575-2537

December 21, 2004

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

Re: Beneficial Consumer Disc. Co., et al v. Soliday  
Clearfield County; Court of Common Pleas

Dear Sir or Madam:

Enclosed please find two time-stamped copies of Complaint in Mortgage Foreclosure relative to the above-captioned matter. Kindly serve the Complaint upon the Defendants, Charles K. Soliday, Sr. And Dawn M. Soliday a/k/a Dawn Soliday, at PO Box 45, Smoke Run, PA 16681. If service cannot be made on the defendants at this address, please serve the Occupants. If property is found vacant, please indicate same on return of service.

After service has been effectuated, I would appreciate your forwarding to me an affidavit setting forth that service of process has been made.

Also find enclosed checks in the amount of \$75.00 which represents payment of your service fee.

Thank you for your cooperation in this matter.

Very truly yours,

*Terrence J. McCabe*

TERRENCE J. McCABE

TJM/gm  
Enclosure

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 : COURT OF COMMON PLEAS  
MORTGAGE COMPANY OF PENNSYLVANIA :  
:  
v. :  
CHARLES K. SOLIDAY, SR. :  
and : NUMBER 2004-2024-CD  
DAWN M. SOLIDAY a/k/a :  
DAWN SOLIDAY :  
:

MOTION COURT COVER SHEET

TYPE OF MOTION BEING FILED: MOTION FOR ALTERNATIVE SERVICE

  
TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

FILED <sup>200</sup>  
6<sup>th</sup> 03:00 PM <sup>Atty. McCabe</sup>  
FEB 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
:		
V.	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	
DAWN M. SOLIDAY a/k/a	:	NUMBER 2004-2024-CD
DAWN SOLIDAY	:	

O R D E R

AND NOW, this 17<sup>th</sup> day of *February*, 2005,  
the Plaintiff is granted leave to serve the Complaint in Mortgage  
Foreclosure and all other subsequent pleadings that require  
personal service and the Notice of Sheriff's Sale upon the  
Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a  
Dawn Soliday, by regular mail and by certified mail, return  
receipt requested, and by posting at the Defendants' last-known  
address and the mortgaged premises known in this herein action as  
P.O. Box 45, Smoke Run, PA 16681.

BY THE COURT:

64 *0235361 Atty McCabe*  
FEB 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

*Judie J. Kummerow*  
J.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
	:	
V.	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	NUMBER 2004-2024-CD
DAWN M. SOLIDAY a/k/a	:	
DAWN SOLIDAY	:	

PETITION TO ALLOW SERVICE ON THE DEFENDANTS  
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING  
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Plaintiff attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday, at the Defendants' last-known address of P.O. Box 45, Smoke Run, PA 16681. However, the Sheriff advised that he was unsuccessful as the house was empty. A copy of the Sheriff's Non Service Return indicating the same is attached hereto and marked as Exhibit "A".

2. Plaintiff has searched for a forwarding address for Defendants, and the Post Master has advised that the physical address Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday, is 6224 Crossroads Blvd., Smoke Run, PA 16681. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendants; (814) 378-7303, number provided, Dawn

stated she and Charles are living at property. She also stated that there is no physical address. There is an unlisted number for the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday, in the Smoke Run area. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Neighbor contacts were not applicable. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

5. Plaintiff has made inquiry of the local tax bureau and the tax offices has mailing address same as property, P.O. Box 45. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendants' Voter Registration Records, and the Clearfield County Registration Department has advised that the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday are not registered to vote. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Complaint in Mortgage

Foreclosure, and all other subsequent pleadings that require personal service, and the Notice of Sheriff's Sale upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a Dawn Soliday, by regular mail and by certified mail, return receipt requested, and by posting at the Defendants' last-known address and the mortgaged premises known in this herein action as P.O. Box 45, Smoke Run, PA 16681.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
	:	
v.	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	NUMBER 2004-2024-CD
DAWN M. SOLIDAY a/k/a	:	
DAWN SOLIDAY	:	

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.

  
TERRENCE J. McCABE, ESQUIRE

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	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
	:	
V.	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	NUMBER 2004-2024-CD
DAWN M. SOLIDAY a/k/a	:	
DAWN SOLIDAY	:	

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 10<sup>th</sup> day of February, 2005, upon the following:

Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

Dawn M. Soliday  
P.O. Box 45  
Smoke Run, PA 16681

True and correct copies of the letters are attached hereto and marked as Exhibit "C".

  
TERRENCE J. McCABE, ESQUIRE

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. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

# Exhibit A

**LARRY DEL VECCHIO**  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.  
P.O. BOX 3221  
WARMINISTER, PA 18974  
(215) 442-5668  
(215) 442-9727 FAX

Beneficial Consumer Discount Company d/b/a : COURT OF COMMON PLEAS  
Beneficial Mortgage Co. of Pennsylvania : CLEARFIELD COUNTY

: VS.

CHARLES K. SOLIDAY, SR. : NO. 2004-2024-CD  
DAWN M. SOLIDAY a/k/a DAWN SOLIDAY :

LAST KNOWN ADDRESS: PO Box 45, Smoke Run, PA 16681

LOAN NUMBER: 5-3107PA

**AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)**

I hereby certify that on January 25, 2005, a good faith effort was made to discover the correct address of said defendant (s), by:

**1. Inquiry of Postal authority;**

Postal authority states defendant's physical address is 6224 Crossroads Blvd., Smoke Run, PA 16681.

**2. Examination of local telephone directories and 411 assistance;**

(814) 378-7303, number provided, Dawn stated she and Charles are living at the property. She stated there is no physical address. There is an unlisted number for the defendants in the Smoke Run area.

**3. Neighbor Contacts:**

- N/A

**4. Tax Information:**

- Tax office has mailing address same as property, PO Box 45

**5. Death Records:**

- Social Security has no death records for the defendants under their SSN's

**6. Voter Registration:**

Defendants aren't registered.

I certify that this information is true and correct to the best of my knowledge, information and belief.

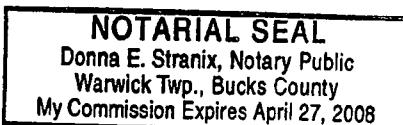
NOTARY PUBLIC:  
Sworn to and described  
before me this 7th day

of February 2005.

*Donna E. Stranix*

BY:

*Larry Del Vecchio*, Process Server



**LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

January 25, 2005

Postmaster  
Smoke Run, PA 16681

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Dawn M. Soliday  
Address: PO Box 45  
Smoke Run, PA 16681

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Beneficial CDC v. Charles K. Soliday, Sr. & Dawn M. Soliday
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
2004-2024-CD
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

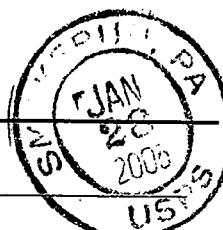
P.O. Box 3221  
Warminster, PA. 18974

**FOR THE POST OFFICE USE ONLY**  
NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

6224 CROSSROADS BLVD

POST MARK



**LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 3221  
WARMINSTER, PA. 18974

(215) 442-5668  
FAX (215) 442-9727

January 25, 2005

Postmaster  
Smoke Run, PA 16681

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Charles K. Soliday, Sr.  
Address: PO Box 45  
Smoke Run, PA 16681

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Beneficial CDC v. Charles K. Soliday, Sr. & Dawn M. Soliday
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
2004-2024-CD
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
\_\_\_\_\_  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

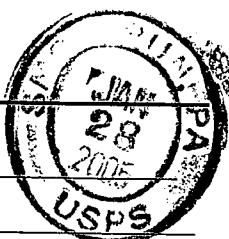
P.O. Box 3221  
Warminster, PA. 18974

FOR THE POST OFFICE USE ONLY  
NO CHANGE OF ADDRESS ORDER ON FILE

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK

6224 CROSSROADS BLVD



# Exhibit B

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

Service # 1 of 2 Services

Sheriff Docket # **100090**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # **04-2024-CD**

vs.

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

*FCOP*

**SHERIFF RETURNS**

NOW February 08, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CHARLES K. SOLIDAY SR., DEFENDANT. HOUSE EMPTY.

SERVED BY: /

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

Service # 2 of 2 Services

Sheriff Docket #

**100090**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 04-2024-CD

vs.

CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

**SHERIFF RETURNS**

NOW February 08, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO DAWN M. SOLIDAY A/K/A DAWN SOLIDAY, DEFENDANT. HOUSE EMPTY.

SERVED BY: /

**EXHIBIT "C"**

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

TERRENCE J. McCABE

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 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

February 10, 2005

Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

Dawn M. Soliday  
P.O. Box 45  
Smoke Run, PA 16681

Re: Beneficial CDC v. Charles K. Soliday, Sr. and Dawn M. Soliday  
Clearfield County; Court of Common Pleas; Number 2004-2024-CD

Dear Mr. and Mrs. Soliday:

Enclosed please find a true and correct copy of Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430 relative to the above matter.

Very truly yours,

  
TERRENCE J. McCABE

TJM/jd

Enclosure

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 S. 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.	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	
DAWN M. SOLIDAY a/k/a	:	NUMBER 2004-2024-CD
DAWN SOLIDAY	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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

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

Attorney for Plaintiff

**FILED**

MAR 04 2005

*rv/ajw* *WD*

William A. Shaw  
Prothonotary

*2 cent to Shaw*

*1 cent to Atc*

24624

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

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

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

v.

Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Clearfield County  
Court of Common Pleas

DEC 23 2004

Attest.

*William L. Chesser*  
Prothonotary/  
Clerk of Courts

Number 2004-2024-C

MARCH 4, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*Chesser*  
Deputy Prothonotary

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

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

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON 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 Co. of Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681  
and  
Dawn M. Soliday a/k/a  
Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Charles K. Soliday Sr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is PO Box 45, Smoke Run, PA 16681.

3. The Defendant is Dawn M. Soliday a/k/a Dawn Soliday, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is PO Box 45, Smoke Run, PA 16681.

4. On 01/24/2000, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200001261.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 45, Smoke Run, PA 16681 (Tax Parcel #103-K15-495-22).

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2004 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 19,770.27
Interest through 11/09/2004	\$ 3,876.23
(Plus \$ 37.14 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$ 25,696.50

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code

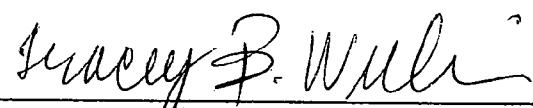
Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$25,696.50, together with interest at the rate of \$37.14 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

*Terrence J. McCabe*  
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 Consumer Discount Company \_\_\_\_\_, 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

7-11806

# MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE  
ADVANCE OF FEB 10 AM 8:43

THIS MORTGAGE is made this day 24TH of JANUARY 20 00, between the Mortgagor,  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA,  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 20,387.73,  
evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated  
JANUARY 24, 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 JANUARY 24, 2015;

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:

XXXXXXTHEXXXXRORERXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXXDXXXXXX  
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SEE EXHIBIT A

EXHIBIT "A"



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

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

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

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

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

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

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

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

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

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

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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.

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\* ORIGINAL

**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.

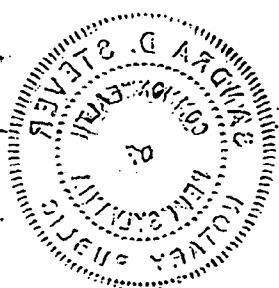
**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such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

*Charles K. Soliday*  
CHARLES K. SOLIDAY -Borrower

*Dawn Soliday*  
DAWN SOLIDAY -Borrower

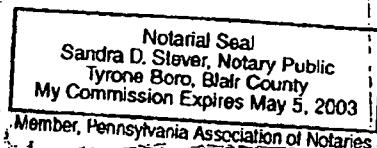
I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender. By: LINDA S. MILLER *Linda S. Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, County ss: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that  
CHARLES K. SOLIDAY AND DAWN SOLIDAY, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that THEY signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of January, 2000.

My Commission expires:



*Sandra D. Stever*  
Notary Public

This instrument was prepared by:

LINDA S. MILLER  
(Name)

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA001286

01-07-00 MTG



## EXHIBIT A

*ALL* that certain piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

*BEGINNING* at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet

to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.40 acres as shown on map dated March 21, 1988 and prepared by George A. Cree, Registered Surveyor.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K15-30  
495-22.

*BEING* the same premises as was conveyed to Raymond Lukens by Deed of Clearfield Bank and Trust Company, dated April 4, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1215, Page 336.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
2000001261

RECORDED ON  
AN 28, 2000  
12:09:53 PM

CHORDING FEES -	\$19.00
JURORER	\$1.00
JCTY IMPROVEMENT	\$1.00
JURORER	\$1.00
JCTY IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
STATE WRIT FEE	\$21.50

NR 25  
NR 25

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	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
	:	
v.	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	
DAWN M. SOLIDAY a/k/a	:	NUMBER 2004-2024-CD
DAWN SOLIDAY	:	

AFFIDAVIT OF SERVICE

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 March 10, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of PO Box 45, Smoke Run, PA 16681. The regular mail was never returned and the certified mail was returned and signed by the Defendant, Dawn M. Soliday. True and correct copies of the

*ESQ*  
**FILED** *NO CC*  
*M/25/2005*  
**APR 04 2005**

letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A".

3. That on March 7, 2005, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday, by posting the same at the mortgage premises of PO Box 45, Smoke Run, PA 16681. True and correct copy of the Affidavit of Service indicating the same has been filed with the Prothonotary by the Clearfield County Sheriff's Office.

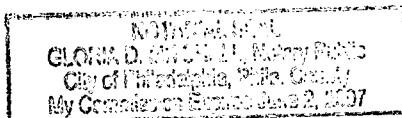


---

TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 31<sup>st</sup> DAY  
OF March, 2005.

Kloria O. Mitchell  
NOTARY PUBLIC



# Exhibit A

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

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
FRANK DUBIN  
MONICA G. CHRISTIE †  
BRENDA L. BROGDON\*  
BETH L. THOMAS  
SEAN GARRETT\*+  
JULIE M. FIORELLO^  
SVEN E. PFAHLERT\*  
STEVEN J. NIERENBERG  
JOSEPH VACCARO\*

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

Affiliated with:  
WHITTLESEY McDOWELL & RIGA P.C.  
Joseph F. Riga\*  
Of Counsel

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

March 8, 2005

Dawn M. Soliday  
P.O. Box 45  
Smoke Run, PA 16681

Re: Beneficial CDC v. Charles K. Soliday, Sr. and Dawn M. Soliday  
Clearfield County; Court of Common Pleas; Number 2004-2024-CD

Dear Mrs. Soliday:

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/jd

Enclosures

**SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7004 2510 0002 2097 3208  
RETURN RECEIPT REQUESTED**

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

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
FRANK DUBIN  
MONICA G. CHRISTIE +†  
BRENDA L. BROGDON\*  
BETH L. THOMAS  
SEAN GARRETT\*+  
JULIE M. FIORELLO^  
SVEN E. PFAHLERT\*  
STEVEN J. NIERENBERG  
JOSEPH VACCARO\*

\* 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

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

Affiliated with:  
WHITTLESEY McDOWELL & RIGA P.C.  
Joseph F. Riga\*  
Of Counsel

March 8, 2005

Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

Re: Beneficial CDC v. Charles K. Soliday, Sr. and Dawn M. Soliday  
Clearfield County; Court of Common Pleas; Number 2004-2024-CD

Dear Mr. Soliday:

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/jd

Enclosures

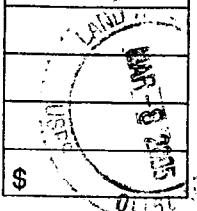
**SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7004 2510 0002 2097 3192  
RETURN RECEIPT REQUESTED**

7004 2510 0002 2097 3192

**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**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Charles K. Soliday, Sr.  
Street, Apt. No.  
or PO Box No.  
City, State, ZIP+4  
PO Box 45  
Smoke Run, PA 16681

Postmark Here

PS Form 3800, 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:

Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

2. Article Number  
(Transfer from service label)

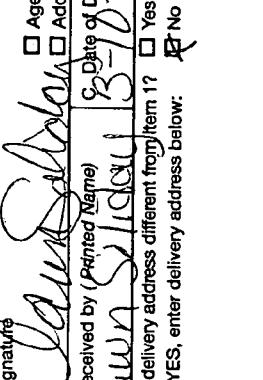
7004 2510 0002 2097 3192

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 

B. Received by (Printed Name) Dawn Soliday Date of Delivery 3-10-05

C. Is delivery address different from item 1?  Yes  No

D. If YES, enter delivery address below:

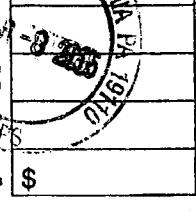
3. Service Type  Certified Mail  Express Mail  
 Registered Mail  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No

**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**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Dawn M. Soliday  
Street, Apt. No.  
or PO Box No.  
City, State, ZIP+4  
PO Box 45  
Smoke Run, PA 16681

Postmark Here

PS Form 3800, 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:

Dawn M. Soliday  
P.O. Box 45  
Smoke Run, PA 16681

2. Article Number  
(Transfer from service label)

7004 2510 0002 2097 3208

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 

B. Received by (Printed Name) Dawn Soliday Date of Delivery 3-10-05

C. Is delivery address different from item 1?  Yes  No

D. If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee)  Yes  No

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100275  
NO: 04-2024-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE (2)

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

**SHERIFF RETURN**

---

NOW, March 07, 2005 AT 9:49 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE (2) AT  
PO BOX 45, SMOKE RUN, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO

FILED  
019.30 /sw  
APR 11 2005

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100275  
NO: 04-2024-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE (2)

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: CHARLES K. SOLIDAY SR. and DAWN M. SOLIDAY a/k/a DAWN SOLIDAY

## SHERIFF RETURN

## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	56267	20.00
SHERIFF HAWKINS	MCCABE	56267	33.63

Sworn to Before Me This

So Answers,

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

*Charles Hawkins*  
*by Marilyn Harris*

**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.

2004-2024-CD

Charles K. Soldiay, Sr. and  
Dawn M. Soliday, a/k/a Dawn  
Soliday

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

**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 Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday of defendant(s) and
3. Against the following property in the hands of (name) Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday
4. And index this writ;
  - (a) against Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday Defendant(s) and
  - (b) against \_\_\_\_\_ as GarnisheeAs 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)

FILED <sup>(b)</sup>  
MAY 19 2005 10:00 AM pd.20.00  
MAY 11 2005 10:00 AM 60 units  
w/prop deser.  
William A. Shaw  
Prothonotary/Clerk of Courts

5. Amount Due \$ 32,196.00  
Interest from 5/5/05- date of sale \$ \_\_\_\_\_  
Costs (to be added) \$ \_\_\_\_\_

Prothonotary costs 139.00

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

2004-2024-CD  
NO. \_\_\_\_\_ TERM \_\_\_\_\_

OFF \_\_\_\_\_ A.D. \_\_\_\_\_  
AT \_\_\_\_\_ M \_\_\_\_\_

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

Sheriff \_\_\_\_\_  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

VS.

Charles K. Soldiay, Sr. and  
Dawn M. Soldiay, a/k/a Dawn  
Soldiay

(MORTGAGE FORECLOSURE)	EXECUTION DEBT
	32,196.00
INTEREST FROM	
5/5/05	132.00
PROTHONOTARY	
USE ATTORNEY	
USE PLAINTIFF	
ATTORNEY'S COMM.	
SATISFACTION	
SHERIFF	

Praeclipe for Writ of  
Execution

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

Attorney for Plaintiff(s)

**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.04 acres as shown on Map dated March, 21, 1988 and prepared by George A. Cree, Registered Surveyor.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K-15-495-22.

Tax Parcel #103-K15-495-22

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** Charles K. Soliday and Dawn Soliday, his wife by Deed from Raymond Lukens and Marilyn Lukens, his wife, dated 1/24/2000 and recorded 1/28/2000 in Instrument #200001260.

Being Known As: P.O. Box 45, Smoke Run, PA 16681.

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. Charles K. Soliday, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-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 P.O. Box 45, Smoke Run, PA 16681 , 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
Charles K. Soliday, Sr.	P.O. Box 45 Smoke Run, PA 16681
Dawn M. Soliday, a/k/a Dawn Soliday	P.O. Box 45 Smoke Run, PA 16681

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

Name	Address
Charles K. Soliday, Sr.	P.O. Box 45 Smoke Run, PA 16681
Dawn M. Soliday, a/k/a Dawn Soliday	P.O. Box 45 Smoke Run, PA 16681

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
------	---------

Plaintiff herein.

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) P.O. Box 45  
Smoke Run, PA 16681

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

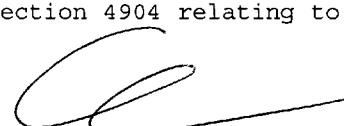
Commonwealth of Pennsylvania, Department of Welfare,  
P.O. Box 2675,  
Harrisburg, PA 17105.

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

May 4, 2005

DATE

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.04 acres as shown on Map dated March, 21, 1988 and prepared by George A. Cree, Registered Surveyor.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K-15-495-22.

Tax Parcel #103-K15-495-22

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** Charles K. Soliday and Dawn Soliday, his wife by Deed from Raymond Lukens and Marilyn Lukens, his wife, dated 1/24/2000 and recorded 1/28/2000 in Instrument #200001260.

**Being Known As: P.O. Box 45, Smoke Run, PA 16681.**

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

Beneficial Consumer Discount

Vs.

NO.: 2004-02024-CD

Charles K. Soliday Sr. and  
Dawn M. Soliday, a/k/a Dawn Soliday

*COPY*

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from CHARLES K. SOLDIAY SR. and DAWN M. SOLIDAY a/k/a Dawn Soliday, 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: \$32,196.00  
INTEREST from 5/5/05 - date of sale  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/11/2005

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

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

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

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

Sheriff

**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.04 acres as shown on Map dated March, 21, 1988 and prepared by George A. Cree, Registered Surveyor.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K-15-495-22.

Tax Parcel #103-K15-495-22

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** Charles K. Soliday and Dawn Soliday, his wife by Deed from Raymond Lukens and Marilyn Lukens, his wife, dated 1/24/2000 and recorded 1/28/2000 in Instrument #2000C1260.

Being Known As: P.O. Box 45, Smoke Run, PA 16681.

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. Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-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	\$25,696.50
Interest from 11/10/04-5/4/05	<u>\$ 6,499.50</u>
TOTAL	\$32,196.00

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 11<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), Charles K. Soldiay, Sr. and Dawn M. Soliday,  
a/k/a Dawn Soliday and damages are assessed in the amount of  
\$32,196.00, plus interest and costs.

6  
FILED Atty pd 40.00

10/25/05 ICC Notice  
MAY 11 2005 to Defs.

BY THE PROTHONOTARY:

William A. Shaw Statement  
Prothonotary/Clerk of Courts to Atty

*William A. Shaw*

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 Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-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:

Charles K. Soliday, Sr.

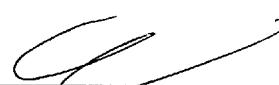
P.O. Box 45  
Smoke Run, PA 16681

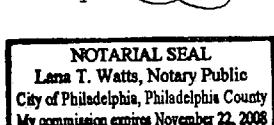
Dawn M. Soliday, a/k/a  
Dawn Soliday

P.O. Box 45  
Smoke Run, PA 16681

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 4th DAY  
OF May, 2005.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



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. Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-CD
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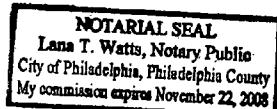
CERTIFICATION

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 4th DAY  
OF May, 2005.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
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 PA.C.S. Section 4909 relating to unsworn falsification to authorities.



TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

April 1, 2005

To: Charles K. Soliday Sr.  
PO Box 45  
Smoke Run, PA 16681

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of  
Pennsylvania  
vs.  
Charles K. Soliday Sr.  
and  
Dawn M. Soliday a/k/a Dawn Soliday

Clearfield County  
Court of Common Pleas

Number 2004-2024-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 Meholic  
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 COMPARTECIA 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 Meholic  
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/cmo

Exhibit A

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

William A. Shaw  
Prothonotary

March 31, 2005

To: Dawn M. Soliday a/k/a Dawn Soliday  
PO Box 45  
Smoke Run, PA 16681

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of  
Pennsylvania  
vs.  
Charles K. Soliday Sr.  
and  
Dawn M. Soliday a/k/a Dawn Soliday

Clearfield County  
Court of Common Pleas

Number 2004-2024-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.

**NOTIFICACION IMPORTANTE**

Usted se encuentra en estado de rebeldía por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la acción debida dentro de diez (10) días de la fecha de esta notificación, el tribunal podrá, sin necesidad de comparecer usted en corte u oír prueba alguna, dictar sentencia en su contra y usted podrá 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 teléfono la oficina expuesta abajo. Esta oficina lo puede proporcionar con información acerca de emplear a un abogado.

Si usted no puede proporcionar para emplear un abogado, esta oficina puede ser capaz de proporcionarlo con información acerca de las agencias que pueden ofrecer los servicios legales a personas elegibles en un honorario reducido ni ningún honorario.

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

Dave Meholic  
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/cmo

Exhibit A

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

William A. Shaw  
Prothonotary

To: Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-CD
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

NOTICE

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

5/11/05  
William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

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

William A. Shaw  
Prothonotary

To: Dawn M. Soliday, a/k/a Dawn Soliday  
P.O. Box 45  
Smoke Run, PA 16681

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-CD
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

NOTICE

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

5/11/05

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

Copy

Beneficial Consumer Discount  
Plaintiff(s)

No.: 2004-02024-CD

Real Debt: \$32,196.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Charles K. Soliday Sr.  
Dawn M. Soliday  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 11, 2005

Expires: May 11, 2010

Certified from the record this 11th 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

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. Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-CD
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 8<sup>th</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 8<sup>th</sup> DAY  
OF August, 2005.



Chrissandra Shaye Hamilton  
NOTARY PUBLIC

FILED

AUG 12 2005

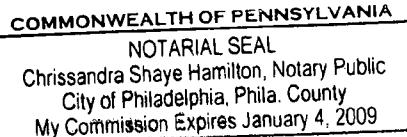
12:20 PM

William A. Shaw

Prothonotary/Clerk of Courts

COPY TO ATTY

w/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

# Exhibit A

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-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 P.O. Box 45, Smoke Run, PA 16681 , 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
Charles K. Soliday, Sr.	P.O. Box 45 Smoke Run, PA 16681
Dawn M. Soliday, a/k/a Dawn Soliday	P.O. Box 45 Smoke Run, PA 16681

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

Name	Address
Charles K. Soliday, Sr.	P.O. Box 45 Smoke Run, PA 16681
Dawn M. Soliday, a/k/a Dawn Soliday	P.O. Box 45 Smoke Run, PA 16681

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
------	---------

Plaintiff herein.

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) P.O. Box 45  
Smoke Run, PA 16681

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

Commonwealth of Pennsylvania Bureau of Individual Tax  
Inheritance Tax Division  
6th Floor, Strawberry  
Square  
Department #280601  
Harrisburg, PA 17128

Department of Public Welfare TPL Casualty Unit Estate  
Recovery Program

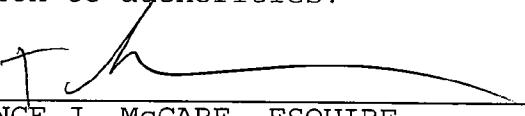
## Exhibit A

Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

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 8, 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. Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a Dawn Soliday	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 2004-2024-CD
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

DATE: August 8, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**Exhibit B**

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

OWNERS: Charles K. Soldiay, Sr. and Dawn M. Soliday, a/k/a  
Dawn Soliday

PROPERTY: P.O. Box 45, Smoke Run, PA 16681

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on October 7, 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.

McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**ATTN: Samantha Young**

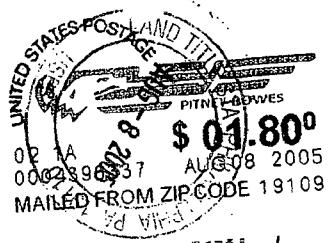
Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

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

Line	Article Number	Address Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Dues Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee	
1	Beneficial v. Soliday	Charles K. Soliday, Sr. P.O. Box 45 Smoke Run, PA 16681												
2		Dawn M. Soliday, a/k/a Dawn Soliday P.O. Box 45 Smoke Run, PA 16681												
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)											
2														

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen



08 18 2005  
0002396337 AUG 18 2005  
MAILED FROM ZIP CODE 19109  
PITTSBURGH PA  
\$ 01.80

The full destruction of mail is required on all domestic and international registered mail. The maximum indemnity for registered mail insurance is \$500 per piece, and \$500 per piece for each additional item. The maximum indemnity for Express Mail merchandise insurance is \$500 per piece, and \$500 per piece for each additional item. A \$25,000 fee is required for registered mail. See 'Domestic and International Express Mail International Mail Manual' for insurance of registered mail. See 'Domestic and International Mail Manual' for insurance of international mail. Special handling fees apply for all C.O.D. mail parcels.

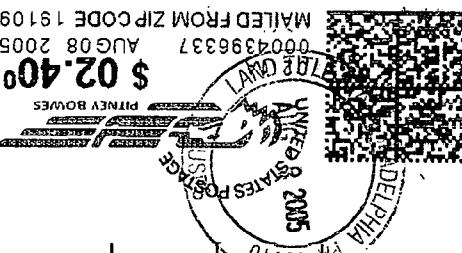
**Exhibit B**

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
223 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
ATTN: Samantha Young

**Check type of mail or service:**

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

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



Complete by Typewriter: Ink or Ball Point Pen

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

FILED <sup>no</sup> <sub>cc</sub>  
M/12/3/05  
AUG 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS  
MORTGAGE COMPANY OF PENNSYLVANIA :  
:  
v. :  
:  
CHARLES K. SOLIDAY, SR. :  
and : NUMBER 2004-2024-CD  
DAWN M. SOLIDAY a/k/a :  
DAWN SOLIDAY :  
:

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF CLEARFIELD :

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 8, 2005, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of PO Box 45, Smoke Run, PA 16681. The regular mail was never returned and the certified mail was returned and signed by the Defendant, Dawn M. Soliday. True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A".

3. Per Plaintiff's conversation with the Clearfield County Sheriff's office, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday, on July 19, 2005, by posting the same at the mortgage premises of PO Box 45, Smoke Run, PA 16681.

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

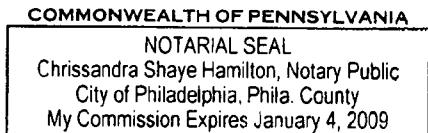
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 19<sup>th</sup> DAY

OF AUGUST, 2005.

Chrissandra Shaye Hamilton

NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRANCE 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	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
	:	
V..	:	
	:	
CHARLES K. SOLIDAY, SR.	:	
and	:	
DAWN M. SOLIDAY a/k/a	:	NUMBER 2004-2024-CD
DAWN SOLIDAY	:	

O R D E R

AND NOW, this 17<sup>th</sup> day of February, 2005,  
the Plaintiff is granted leave to serve the Complaint in Mortgage  
Foreclosure and all other subsequent pleadings that require  
personal service and the Notice of Sheriff's Sale upon the  
Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a  
Dawn Soliday, by regular mail and by certified mail, return  
receipt requested, and by posting at the Defendants' last-known  
address and the mortgaged premises known in this herein action as  
P.O. Box 45, Smoke Run, PA 16681.

BY THE COURT:

/s/ Fredric J. Ammerman

Therefore, finally this is to be a true  
copy of the original  
signature of the author.

FEb 17 2005

## ANSWER

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**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

LAW OFFICES  
**EISBERG & CONWAY, P.C.**

SUITE 2080  
3 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

Sent To	Dawn M. Soliday
Street, Apt. No., or PO Box No.	P.O. Box 215
City, State, ZIP+4	Smoke Run, PA 16681

PS Form 3800, June 2002

JOSEPH F. RIGA

See Reverse for Instructions

- 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

August 8, 2005

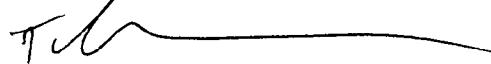
Dawn M. Soliday, a/k/a Dawn Soliday  
P.O. Box 45  
Smoke Run, PA 16681

RE: Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn  
M. Soliday, a/k/a Dawn Soliday  
Clearfield County; CCP; Number 2004-2024-CD

Dear Dawn M. Soliday, a/k/a Dawn Soliday:

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

Very truly yours,

  
TERRENCE J. McCABE

TJM/sy

Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NO. 7004 0550 0001 1583 0887  
RETURN RECEIPT REQUESTED

Affiliated with:  
**WHITTLESEY McDOWELL & RIGA**  
P.C.  
Joseph F. Riga\*  
Of Counsel

# Exhibit A

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**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

LAW OFFICES  
**EISBERG & CONWAY, P.C.**

SUITE 2080  
3 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

Affiliated with:  
WHITTLESEY McDOWELL & RIGA P.C.

Joseph F. Riga\*  
Of Counsel

Sent To *Charles K. Soliday, Sr.*  
Street, Apt. No.;  
or PO Box No. *P.O. Box 45*  
City, State, ZIP+4 *Smoke Run, PA 16681*

See Reverse for Instructions

PS Form 3800, June 2002

- \*\* 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

August 8, 2005

# Exhibit A

Charles K. Soliday, Sr.  
P.O. Box 45  
Smoke Run, PA 16681

RE: Beneficial Consumer Discount Company d/b/a Beneficial  
Mortgage Co. of Pennsylvania vs. Charles K. Soliday, Sr. and Dawn  
M. Soliday, a/k/a Dawn Soliday  
Clearfield County; CCP; Number 2004-2024-CD

Dear Charles K. Soliday, Sr.:

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

Very truly yours,

  
TERRENCE J. McCABE

TJM/sy  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NO. 7004 0550 0001 1583 0870  
RETURN RECEIPT REQUESTED

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**ATTN: Samantha Young**

Name and Address of Sender McCabe, Weisberg and Conway, P.C. 123 S. Broad St., Suite 2080 Philadelphia, PA 19109													
ATTN: Samantha Young													
Line	Article Number	Addressee Name, Street and PO Address		Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due if Sender is COD	DC Fee	SC Fee	RD Fee	RR Fee
1	Beneficial v. Soliday	Charles K. Soliday, Sr. P.O. Box 45 Smoke Run, PA 16681											
2		Dawn M. Soliday, a/k/a Dawn Soliday P.O. Box 45 Smoke Run, PA 16681											
3													
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14													
15													
Check type of mail or service: <input type="checkbox"/> Certified <input type="checkbox"/> Recorded Delivery (international) <input type="checkbox"/> COD <input type="checkbox"/> Registered <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured													
ATTN: Stamp Here (if issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt													
Postmaster, Per (Name of receiving employee)													
Total Number of Pieces Received at Post Office													
The full declaration of value is required on all domestic and international registered mail. The maximum Express Mail domestic declared value is \$300 per piece subject to additional limitation for international registered mail. The maximum declared value for International Mail is \$12,000 per registered mail. See "Domestic Mail Manual" and "International Mail Manual" for limitations of coverage on International mail. Special handling claim fees under the Domestic Mail Manual apply to International Mail. COD fees apply to International Mail. See "International Mail Manual" for limitations of coverage on International mail. Special handling claim fees under the Domestic Mail Manual apply to International Mail. COD fees apply to International Mail.													



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parcels.

Complete by Typewriter, Ink, or Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20164

NO: 04-2024-CD

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

vs.

DEFENDANT: CHARLES K. SOLIDAY, SR. AND DAWN M. SOLIDAY, A/K/A DAWN SOLIDAY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/11/2005

LEVY TAKEN 07/19/2005 @ 10:43 AM

POSTED 07/19/2005 @ 10:43 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 11/09/2005

DATE DEED FILED 11/09/2005

PROPERTY ADDRESS P. O. BOX 45 A/K/A 6224 CROSSROADS BLVD. TAX PARCEL #103-K15-495-22 SMOKE RUN  
PA 16681  
SERVICES

07/28/2005 @ SERVED CHARLES K. SOLIDAY, SR.

SERVED CHARLES K. SOLIDAY, SR., DEFENDANT, BY CERT & REG. MAIL PER COURT ORDER TO P. O. BOX 45 A/K/A 6224 CORSSROADS  
BLVD., SMOKE RUN, PA CERT #70033110000193800824. SIGNED FOR BY DAWN SOLIDAY WIFE/DEFENDANT ON 7/28/05.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, 2ND NOTICE OF SALE, AND COPY OF THE LEVY.

07/28/2005 @ SERVED DAWN M. SOLIDAY A/K/A DAWN SOLIDAY

SERVED DAWN M. SOLIDAY A/K/A DAWN SOLIDAY, DEFENDANT BY CERT & REG MAIL PER COURT ORDER TO PO BOX 45 A/K/A 6224  
CROSSROADS BLVD, SMOKE RUN, PA CERT #70033110000193800831. SIGNED FOR BY DAWN SOLIDAY ON 7/28/05.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, 2ND NOTICE OF SALE, AND COPY OF THE LEVY.

07/19/2005 @ 10:43 AM SERVED CHARLES K. SOLIDAY, SR.

SERVED CHARLES K. SOLIDAY, SR AT HIS RESIDENCE 6224 CROSSROADS BLVD., SMOKE RUN, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING DAWN M. SOLIDAY WIFE/DEFENDANT

A NOTICE OF SALE AND BY MAKING KNOWN TO HER THE CONTENTS THREROF.

07/19/2005 @ 10:43 AM SERVED DAWN M. SOLIDAY A/K/A DAWN SOLIDAY

SERVED DAWN M. SOLIDAY A/K/A DAWN SOLIDAY AT HER RESIDENCE 6224 CROSSROADS BLVD., SMOKE RUN, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO DAWN M. SOLIDAY A/K/A DAWN SOLIDAY

A NOTICE OF SALE AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

FILED  
01/25/06  
NOV 09 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20164  
NO: 04-2024-CD

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

vs.

DEFENDANT: CHARLES K. SOLIDAY, SR. AND DAWN M. SOLIDAY, A/K/A DAWN SOLIDAY

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$256.30

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

*Chester Hawkins*  
*by Andrew Butcher-Chephren, Esq.*  
Chester A. Hawkins  
Sheriff

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

Beneficial Consumer Discount

Vs.

NO.: 2004-02024-CD

Charles K. Soldiay Sr. and  
Dawn M. Soliday, a/k/a Dawn Soliday

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff(s) from CHARLES K. SOLDIAY SR. and DAWN M. SOLIDAY a/k/a Dawn Soliday, 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:

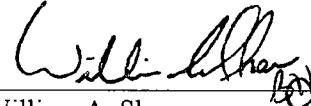
Garnishee(s) as follows:

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: \$32,196.00  
INTEREST from 5/5/05 - date of sale  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/11/2005

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

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

Received this writ this 11<sup>th</sup> day  
of May A.D. 2005  
At 10:30 A.M./P.M.

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

Chester A. Hawkins  
Sheriff By Cynthia Butler-Aylenbaugh

**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Village of Smoke Run, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Legislative Route A5508, which is located three hundred ninety-four and thirty one hundredths (394.30) feet from the East Bridge Abutment of the bridge over Muddy Run on Legislative Route A5508; thence North sixty-one (61) degrees thirty (30) minutes East along Legislative Route A5508 one hundred forty and thirty-seven one hundredths (140.37) feet to an iron pin; thence South forty-five (45) degrees forty-nine (49) minutes East along unnamed macadam Township Road twenty-five and thirty-five one hundredths (25.35) feet to an iron pin; thence South twenty-five (25) degrees fifty-six (56) minutes thirty (30) seconds West along said Township Road one hundred twenty-four and sixty-eight one hundredths (124.68) feet to an iron pin; thence South twenty-nine (29) degrees eighteen (18) minutes forty-five (45) seconds West still along said Township Road one hundred seventy-three and thirty-five one hundredths (173.35) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West along land now or formerly of Dena Mae and Shari K. Cambler thirty-five and nine one hundredths (35.09) feet to an iron pin; thence North twelve (12) degrees thirty-five (35) minutes East along said Cambler land one hundred fifty-two and fifty one hundredths (152.50) feet to an iron pin; thence North twenty-eight (28) degrees thirty (30) minutes West still along said land thirty-nine (39.00) feet to an iron pin and place of beginning, containing 0.04 acres as shown on Map dated March, 21, 1988 and prepared by George A. Cree, Registered Surveyor.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K-15-495-22.

Tax Parcel #103-K15-495-22

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** Charles K. Soliday and Dawn Soliday, his wife by Deed from Raymond Lukens and Marilyn Lukens, his wife, dated 1/24/2000 and recorded 1/28/2000 in Instrument #200001260.

Being Known As: P.O. Box 45, Smoke Run, PA 16681.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CHARLES K. SOLIDAY, SR.

NO. 04-2024-CD

NOW, November 09, 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 Charles K. Soliday, Sr. And Dawn M. Soliday, A/K/A Dawn Soliday 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	22.68
LEVY	15.00
MILEAGE	22.68
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
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	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.30</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	32,196.00
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	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$32,236.00</b>
<b>COSTS:</b>	
ADVERTISING	426.04
TAXES - COLLECTOR	624.20
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	256.30
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,829.04</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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 : COURT OF COMMON PLEAS  
MORTGAGE COMPANY OF PENNSYLVANIA :

v. :

CHARLES K. SOLIDAY, SR. :  
and :  
DAWN M. SOLIDAY a/k/a : NUMBER 2004-2024-CD  
DAWN SOLIDAY :

O R D E R

AND NOW, this 17<sup>th</sup> day of February, 2005,  
the Plaintiff is granted leave to serve the Complaint in Mortgage  
Foreclosure and all other subsequent pleadings that require  
personal service and the Notice of Sheriff's Sale upon the  
Defendants, Charles K. Soliday, Sr. and Dawn M. Soliday a/k/a  
Dawn Soliday, by regular mail and by certified mail, return  
receipt requested, and by posting at the Defendants' last-known  
address and the mortgaged premises known in this herein action as  
P.O. Box 45, Smoke Run, PA 16681.

BY THE COURT:

/s/ Fredric J. Ammerman

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

FEB 17 2005

Attest,

*William L. Penn*  
Prothonotary/  
Clerk of Courts

**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:**

DAWN M. SOLIDAY  
P. O BOX 45 A/K/A  
6224 CROSSROADS BLVD.  
SMOKE RUN, PA 16681

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)**

DAWN SOLIDAY

**C. Date of Delivery**

7-22-05

**D. Is delivery address different from item 1?  Yes**If YES, enter delivery address below:  No**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

(Transfer from service label)

7003 3110 0001 9380 0831

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**

Postage	\$ 0.60
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

**Sent To**

DAWN M. SOLIDAY  
P. O BOX 45 A/K/A  
6224 CROSSROADS BLVD.  
SMOKE RUN, PA 16681

PS Form 3800, 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:**

CHARLES K. SOLIDAY, SR.  
P. O BOX 45 A/K/A  
6224 CROSSROADS BLVD.  
SMOKE RUN, PA 16681

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*Charles Soliday*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Charles Soliday*

**C. Date of Delivery**

*7-28-05*

**D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:  No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number  
(Transfer from service label)**

7003 3110 0001 9380 0824

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**  
SMOKE RUN PA 16681

Postage	\$ 10.40
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 14.65

0830  
07 Postmark  
Here  
07/20/2005

Sent To	CHARLES K. SOLIDAY, SR.
Street, Apt. No., or PO Box No.	P. O BOX 45 A/K/A
City, State, ZIP+4	6224 CROSSROADS BLVD. SMOKE RUN, PA 16681

PS Form 3800, June 2002

See Reverse for Instructions