

05-169-CD

Beneficial et al vs. Dena Johnston

vs. DENA A. JOHNSTON

**Benef. Cons. Discount v. Dena Johnston**  
2005-169-CD

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

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

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Attorney for Plaintiff

FILED  
40 276 BA Re 55-00  
100-000-000-000  
FEB 04 2005

William A. Shaw  
Prothonotary

Clearfield County  
Court of Common Pleas

Number 05-169-C

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

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

APR 22, 2005 Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

*wa*  
Deputy Prothonotary

#### **AVISO**

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONAR 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

3-24-05 Document  
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for service.

*wa*  
Deputy Prothonotary

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Dena A. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 906 Walston Street, Philipsburg, PA 16866.

3. On 12/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200400801.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 906 Walston Street, Philipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 93,404.65
Interest through 12/23/2004	\$ 3,974.37
(Plus \$ 19.82 per diem thereafter)	
Attorney's Fee	\$ 4,670.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 102,599.25

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$102,599.25, together with interest at the rate of \$19.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

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

Tiffanie L. Toney-Davis  
Tiffanie Toney-Davis

711707

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of DECEMBER 2003, between the  
Mortgagor, DENA A. JOHNSTON, NOT STATED

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

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 94,105.44, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 23, 2003 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 DECEMBER 23, 2033;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/23/2001 AND RECORDED 08/24/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. IN DEED VOLUME

10-20-03 MTG CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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\* ORIGINAL

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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\* ORIGINAL

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.

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\* ORIGINAL

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

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

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

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

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

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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\* ORIGINAL

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



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(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



\*J37A11092096MTG9000PA0012E8F\*\*JOHNSTON

\* FILE COPY

EXHIBIT A (PAGE 1)

2001 AND PAGE 13349 AND TAX MAP OR PARCEL ID NO  
P12-335-00063



\*J37A11D92096MTG9060PA0012E00\*\*JOHNSTON

\* ORIGINAL

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.

*✓ Denae A Johnston*  
DENA A JOHNSTON Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender, By: HELENE SHECKLER *Helene Sheckler* Title: SA

COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, *Judy M. Fetzer* a Notary Public in and for said county and state, do hereby certify that DENA A JOHNSTON, NOT STAED personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of DECEMBER, 20 03.

COMMONWEALTH OF PENNSYLVANIA

My Commission expires: *Judy M. Fetzer, Notary Public*  
Notarial Seal  
State College Boro, Centre County  
My Commission Expires Sept. 8, 2007  
Member, Pennsylvania Association of Notaries

*Judy M. Fetzer*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA, County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)  
1995 S ATHERTON ST STATE COLLEGE PA 16801  
(Address)



\*J37A11092096MTG9000PA0012E7F\*\*JOHNSTON

\* FILE COPY

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

Service # 1 of 1 Services

Sheriff Docket #

**100205**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case #

05-169-CD

vs.

DENA A. JOHNSTON

**SHERIFF RETURNS**

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DENA A. JOHNSTON, DEFENDANT. 906 WALTON ST., PHILIPSBURG, EMPTY.

SERVED BY: /

**FILED**

*03:32pm*  
MAR 04 2005

(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	55152	10.00
SHERIFF HAWKINS	MCCABE	55152	26.96

Sworn to Before me This

So Answers,

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

*Chester A. Hawkins*  
*by Marilyn Hagan*  
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  
Company of Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Attorney for Plaintiff

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

FEB 04 2005

Clearfield County  
Court of Common Plea Attest.

*William L. Brown*  
Prothonotary  
Clerk of Courts

Number 05-169-1

## CIVIL ACTION/MORTGAGE FORECLOSURE

### **NOTICE**

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

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

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

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

### **AVISO**

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A OTELEFONE A 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 ELIGIBLES 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

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.  
Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized under the laws of Pennsylvania and doing business at the above captioned address.
2. The Defendant is Dena A. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 906 Walston Street, Philipsburg, PA 16866.
3. On 12/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200400801.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 906 Walston Street, Philipsburg, PA 16866.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

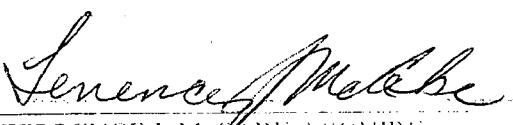
6. The following amounts are due on the mortgage:

Principal Balance	\$ 93,404.65
Interest through 12/23/2004	\$ 3,974.37
(Plus \$ 19.82 per diem thereafter)	
Attorney's Fee	\$ 4,670.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 102,599.25

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$102,599.25, together with interest at the rate of \$19.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Tiffanie Toney-Davis, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial CDC d/b/a Beneficial Mfg Co of Pa, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tiffanie L. Toney-Davis  
Tiffanie Toney-Davis

711707

## **MORTGAGE**

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

THIS MORTGAGE is made this day 23RD of DECEMBER 2003, between the  
Mortgagor, DENA A. JOHNSTON, NOT STATED

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

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 94,105.44, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 23, 2003 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 DECEMBER 23, 2033.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF  
CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH  
OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
08/23/2001 AND RECORDED 08/24/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED VOLUME

10-20-03 MTG. CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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A standard linear barcode is located at the bottom of the page, spanning most of the width.

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\* ORIGINAL

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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\* ORIGINAL

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.

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\* ORIGINAL

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

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

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

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

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

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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\* ORIGINAL

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

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\* ORIGINAL

agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)



(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

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\* FILE COPY

EXHIBIT A (PAGE 1)

2001 AND PAGE 13349 AND TAX MAP OR PARCEL ID NO  
P12-335-00063



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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.

*Dena A. Johnston*  
DENA A. JOHNSTON Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender, By: HELENE SHECKLER *Helene Sheckler* Title: SA

COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, Judy M. Fetzter a Notary Public in and for said county and state, do hereby certify that DENA A. JOHNSTON, NOT STAED personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of DECEMBER, 20 03.

COMMONWEALTH OF PENNSYLVANIA

My Commission expires: 

Notarial Seal
Judy M. Fetzter, Notary Public
State College Boro, Centre County
My Commission Expires Sept. 8, 2007

*Judy M. Fetzter*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)  
1995 S ATHERTON ST STATE COLLEGE, PA 16801  
(Address) PA0012E7



\*J37A11092096MTG9000PA0012E7F\*\*JOHNSTON

\* FILE COPY

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

v.

Dena A. Johnston  
906 Walton Street  
Philipsburg, PA 16866

Clearfield County  
Court of Common Pleas

Number 05-169-CD

FILED  
3/11/2005  
MAR 14 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

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 Defendant, Dena A. Johnston, at the Defendants' last-known address of 906 Walton Street, Philipsburg, PA 16866. However, the Sheriff advised that he was unsuccessful as the property is vacant. 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 there is no change of address order on file for the Defendant, Dena A. Johnston, from the address of 906 Walton Street, Philipsburg, PA 16866 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendant; there is no listing for the Defendant, Dena A. Johnston at 906 Walton Street, Philipsburg, PA 16866. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has made inquiry with Henry Webster, a neighbor

residing at 900 Walton Street, Philipsburg, PA 16866 where an adult female stated that she does not know the Defendant, Dena A. Johnston (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 bill is mailed to 906 Walton Street, Philipsburg, PA 16866 (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 Defendant, Dena A. Johnston (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 Office of Voter Registration has advised that the Defendant, Dena A. Johnson is not registered (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendant, Dena A. Johnston, 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 Defendant, Dena A. Johnston, by regular mail; certified mail, return receipt requested; and by posting at Defendants' last-known address and the mortgaged premises known in this herein action as 906 Walton Street, Philipsburg, PA 16866.

*Terrence J. McCabe*  
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 Company d/b/a  
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Dena A. Johnston  
906 Walton Street  
Philipsburg, PA 16866

Clearfield County  
Court of Common Pleas

Number 05-169-CD

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  
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v.

Dena A. Johnston  
906 Walton Street  
Philipsburg, PA 16866

Clearfield County  
Court of Common Pleas

Number 05-169-CD

CERTIFICATION OF SERVICE

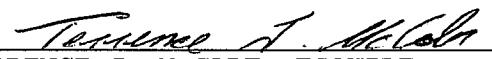
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on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

Dena A. Johnston  
906 Walton Street  
Philipsburg, PA 16866

  
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 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services      Sheriff Docket # **100205**  
BENEFICIAL CONSUMER DISCOUNT COMPANY      Case # **05-169-CD**  
vs.  
DENA A. JOHNSTON

**COPY**

**SHERIFF RETURNS**

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DENA A. JOHNSTON, DEFENDANT. 906 WALTON ST., PHILIPSBURG, EMPTY.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	55152	10.00
SHERIFF HAWKINS	MCCABE	55152	26.96

Sworn to Before me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**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. :

DENA A. JOHNSTON : NO. 05-169-CD

:

LAST KNOWN ADDRESS: 906 Walton Street, Philipsburg, PA 16866

LOAN NUMBER: 5-3194PA

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

I hereby certify that on February 16, 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 has no change of address.

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

Dena Johnston, no address, Tyrone Boro, (814) 684-2631, left messages with no response.

**3. Neighbor Contacts:**

- Henry Webster, 900 Walton St., (814) 342-1352, adult female stated she doesn't know the defendant

**4. Tax Information:**

- Tax bill is mailed to property, 906 Walton Street

**5. Death Records:**

- Social Security has no death records for the defendant under her SSN

**6. Voter Registration:**

Defendant isn't registered

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

BY: 

Larry Del Vecchio, Process Server

NOTARY PUBLIC:

Sworn to and described  
before me this 28<sup>th</sup> day

of February 2005.

Donna E. Stranix

**NOTARIAL SEAL**  
Donna E. Stranix, Notary Public  
Warwick Twp., Bucks County  
My Commission Expires April 27, 2008

**Exhibit B**

**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

February 16, 2005

Postmaster  
Philipsburg, PA 16866

**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: Dena A. Johnston  
Address: 906 Walton St.  
Philipsburg, PA 16866

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. Dena A. Johnston
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:  
05-169-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.

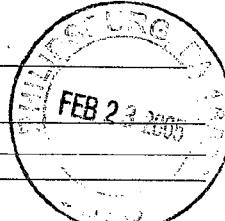
*[Signature]*  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

P.O. Box 3221  
Warminster, PA. 18974

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

POST MARK

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



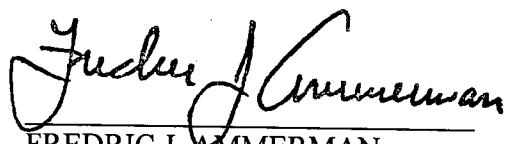
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BENEFICIAL CONSUMER DISCOUNT \*  
COMPANY d/b/a BENEFICIAL MORTGAGE \*  
COMPANY OF PENNSYLVANIA, \*  
Plaintiff \*  
vs. \* NO. 05-169-CD  
\*  
DENA A. JOHNSTON, \*  
Defendant \*

**ORDER**

NOW, this 16<sup>th</sup> day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 906 Walton Street, Philipsburg, PA 16866.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

MAR 17 2005  
12:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 CENT TO AIR

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

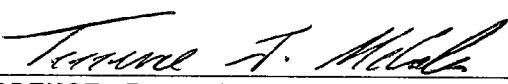
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL MORTGAGE: COURT OF COMMON PLEAS  
COMPANY OF PENNSYLVANIA :  
: v. :  
: : NUMBER 05-169-CD  
DENA A. JOHNSTON :  
:

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

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

  
TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

**FILED** *2cc or Re-instated*  
*3/14/00* to Shff  
MAR 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

*Atty pd 7.00*

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

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

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Attorney for Plaintiff

Clearfield County  
Court of Common Pleas

Number 05-169-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 Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo a partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende la corte tomará medidas y puede continuar la demanda en su contra sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.  
Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Dena A. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 906 Walston Street, Philipsburg, PA 16866.

3. On 12/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200400801.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 906 Walston Street, Philipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 93,404.65
Interest through 12/23/2004	\$ 3,974.37
(Plus \$ 19.82 per diem thereafter)	
Attorney's Fee	\$ 4,670.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 102,599.25

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$102,599.25, together with interest at the rate of \$19.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Tiffanie Toney-Davis, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial CDC d/b/a Beneficial Mfg Co of Pa, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

Tiffanie L. Toney-Davis  
Tiffanie Toney-Davis

711707

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of DECEMBER 2003, between the  
Mortgagor, DENA A. JOHNSTON, NOT STATED.

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

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

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 94,105.44, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 23, 2003 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 DECEMBER 23, 2033.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF  
CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH  
OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
08/23/2001 AND RECORDED 08/24/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED VOLUME

10-20-03 MTG. CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012E1



\*J37A11092D96MTG9000PA0012E10\*\* JOHNSTON

• ORIGINAL

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

10-20-03 MTG

PA0012E2



\*J37A11092096MTG9000PA0012E20\*\*JOHNSTON

\* ORIGINAL

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.

10-20-03 MTG

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\* ORIGINAL

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

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

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

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

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

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

10-20-03 MTG



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\* ORIGINAL

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)



-8-

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

PA0012E8



KJ37A11092096MTG9000PA0012E8F\*\*JOHNSTON

\* FILE COPY

EXHIBIT A (PAGE 1)

2001 AND PAGE 13349 AND TAX MAP OR PARCEL ID NO  
P12-335-00063



\*J37A11092096MTG90G0PA0012E00\*\*JOHNSTON

\* ORIGINAL

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.

*Dena A. Johnston*  
DENA A. JOHNSTON Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender, By: HELENE SHECKLER *Helene Sheckler* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, Judy M. Fetzer a Notary Public in and for said county and state, do hereby certify that DENA A. JOHNSTON, NOT STAED personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of DECEMBER, 20 03.

COMMONWEALTH OF PENNSYLVANIA  
My Commission expires: 

Notarial Seal	
Judy M. Fetzer, Notary Public	
State College Boro, Centre County	
My Commission Expires Sept. 8, 2007	

  
*Judy M. Fetzer*  
Notary Public  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA, County ss:  
I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that \_\_\_\_\_ he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public  
This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)  
1995 S ATHERTON ST STATE COLLEGE, PA 16801  
(Address) PA0012E7



\*J37A11092096MTG9000PA0012E7F\*\*JOHNSTON

\* FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100350  
NO: 05-169-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

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

vs.

DEFENDANT: DENA A. JOHNSTON

**SHERIFF RETURN**

---

NOW, March 31, 2005 AT 1:10 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 906 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: NEVLING / HUNTER

cr  
**FILED**  
04/14/2005  
APR 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100350  
NO: 05-169-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

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

vs.

DEFENDANT: DENA A. JOHNSTON

**SHERIFF RETURN**

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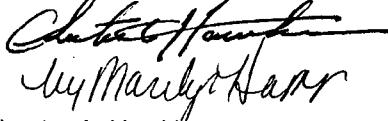
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	57915	10.00
SHERIFF HAWKINS	MCCABE	57915	21.96

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

**COPY**

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 MORTGAGE:	:	COURT OF COMMON PLEAS
COMPANY OF PENNSYLVANIA	:	
	:	
v.	:	
	:	
DENA A. JOHNSTON	:	NUMBER 05-169-CD

**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

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

MAR 24 2005

Attest.

*William B. Brown*

Prothonotary/  
Clerk of Courts

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

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

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Attorney for Plaintiff

Clearfield County  
Court of Common Pleas

Number 05-169-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 Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 x 5982

### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Señalado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede dictar 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 TELEFONAR A LA OFICINA EXPUESTA 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

3-24-05  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*

Deputy Prothonotary

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.  
Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Dena A. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 906 Walston Street, Philipsburg, PA 16866.

3. On 12/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200400801.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 906 Walston Street, Philipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 93,404.65
Interest through 12/23/2004	\$ 3,974.37
(Plus \$ 19.82 per diem thereafter)	
Attorney's Fee	\$ 4,670.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 102,599.25

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$102,599.25, together with interest at the rate of \$19.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

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

Tiffanie L. Toney-Davis  
Tiffanie Toney-Davis

711707

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of DECEMBER 2003, between the  
Mortgagor, DENA A. JOHNSTON, NOT STATED,

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

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

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 94,105.44, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 23, 2003 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 DECEMBER 23, 2033.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF  
CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH  
OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
08/23/2001 AND RECORDED 08/24/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED VOLUME

10-20-03 MTG. CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012E1



\*J37A11092096MTG9000PA0012E10\*\*.JOHNSTON

ORIGINAL

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



-8-

(Space Below This Line Reserved For Lender and Recorder)

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

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\* FILE COPY

EXHIBIT A (PAGE 1)

2001 AND PAGE 13349 AND TAX MAP OR PARCEL ID NO  
P12-335-00063



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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.

*Dena A. Johnston*  
DENA A. JOHNSTON Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender By: HELENE SHECKLER *Helene Sheckler* Title: SA

COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, *Judy M. Fetter* a Notary Public in and for said county and state, do hereby certify that DENA A. JOHNSTON, NOT STAED personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of DECEMBER, 20 03.

COMMONWEALTH OF PENNSYLVANIA

My Commission expires: 

Notarial Seal	
Judy M. Fetter, Notary Public	
State College Boro, Centre County	
My Commission Expires Sept. 8, 2007	
Member, Pennsylvania Association of Notaries	

*Judy M. Fetter*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA, County ss:

I, *Judy M. Fetter* a Notary Public in and for said county and state, do hereby certify that personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires:

Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)  
1995 S ATHERTON ST STATE COLLEGE, PA 16801  
(Address) PA0012E7



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\* FILE COPY

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 MORTGAGE: COURT OF COMMON PLEAS  
COMPANY OF PENNSYLVANIA :  
: :  
v. : NUMBER 05-169-CD  
: :  
DENA A. JOHNSTON : :

**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**

APR 22 2005

*m/111001*

William A. Shaw  
Prothonotary

*1 CERT -1 REINSTATE  
COMMUNICATE TO  
ATTY*

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

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

v.

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Attorney for Plaintiff

FILED  
2/16

FEB 04 2005

Clearfield County  
Court of Common Pleas

William A. Shaw  
Prothonotary

Number 05-169-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 Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 x 5982

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defendese de estas demandas ex-puestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta 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. Se avisa que si usted no se defiende en la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. 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 OTELEFONAR A 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 ELIGIBLES 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

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.  
Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, a corporation duly organized under the laws of Pennsylvania and doing business at the above captioned address.
2. The Defendant is Dena A. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 906 Walston Street, Philipsburg, PA 16866.
3. On 12/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200400801.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 906 Walston Street, Philipsburg, PA 16866.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 93,404.65
Interest through 12/23/2004	\$ 3,974.37
(Plus \$ 19.82 per diem thereafter)	
Attorney's Fee	\$ 4,670.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 102,599.25

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$102,599.25, together with interest at the rate of \$19.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

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

Tiffanie L. Toney-Davis  
Tiffanie Toney-Davis

711707

# MORTGAGE

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

THIS MORTGAGE is made this day 23RD of DECEMBER 2003, between the  
Mortgagor, DENA A. JOHNSTON, NOT STATED

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 94,105.44, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 23, 2003 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 DECEMBER 23, 2033.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/23/2001 AND RECORDED 08/24/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. IN DEED VOLUME

10-20-03 MTG CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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\* ORIGINAL

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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\* ORIGINAL

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.

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

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

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

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

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

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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\* ORIGINAL

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

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

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

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

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

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agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

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-8-

(Space Below This Line Reserved For Lender and Recorder)

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

10-20-03 MTG

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\* FILE COPY

EXHIBIT A (PAGE 1)

2001 AND PAGE 13349 AND TAX MAP OR PARCEL ID NO  
P12-335-00063



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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.

*Dena A. Johnston*  
DENA A. JOHNSTON Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1995 S ATHERTON ST STATE COLLEGE, PA 16801

On behalf of the Lender, By: HELENE SHECKLER *Helene Sheckler* Title: SA

COMMONWEALTH OF PENNSYLVANIA, CENTRE County ss:

I, *Judy M. Fetzer* a Notary Public in and for said county and state, do hereby certify that DENA A. JOHNSTON, NOT STAED personally known to me or proven satisfactorily to be the same person(s) whose name(s) ISE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of DECEMBER, 20 03.

COMMONWEALTH OF PENNSYLVANIA

My Commission expires: 

Notarial Seal	
Judy M. Fetzer, Notary Public	
State College Boro, Centre County	
My Commission Expires Sept. 8, 2007	
Member, Pennsylvania Association of Notaries	

*Judy M. Fetzer*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA, County ss:

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me or proven satisfactorily to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that \_\_\_\_\_ he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires:

Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)  
1995 S ATHERTON ST STATE COLLEGE, PA 16801  
(Address) PA0012E7



\*J37A11092096MTG9000PA0012E7F\*\*JOHNSTON \* FILE COPY

Date: 02/04/2005

**Clearfield County Court of Common Pleas**

NO. 1895182

Time: 02:23 PM

**Receipt**

Page 1 of 1

Received of: McCabe, Terrence J. Esq (attorney for Beneficial C

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-00169-CD	Litigant: Beneficial Consumer Discount vs. Dena Johnston	Amount
Civil Complaint		85.00
<b>Total:</b>		<b>85.00</b>

Check: 55151

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 85.00

By:

Deputy Clerk

Clerk: BANDERSON

Duplicate

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
COMPANY OF PENNSYLVANIA :  
: NUMBER 05-169-CD  
v. :  
DENA A. JOHNSTON :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF CLEARFIELD :

FILED <sup>NO CC</sup>  
M 10:33 AM  
JUN 01 2005  
GW

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 30, 2005, per the attached Court Orders, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Dena A. Johnston, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known address of 906 Walton Street, Phillipsburg, PA 16866. True and correct copies of the letters, certificate of mailings, and certified receipts, are attached hereto, made a part hereof, and marked as Exhibit "A."

3. That on March 31, 2005 per the attached Court Orders, Plaintiff served a true and correct copy of the Complaint in

Mortgage Foreclosure upon the Defendant, Dena A. Johnston, by  
posting the same at the mortgaged premises of 3548 Grant Avenue,  
Philadelphia, PA 19114. True and correct copies of the Sheriff's  
Returns of Service are attached hereto, made a part hereof, and  
marked as Exhibit "B."

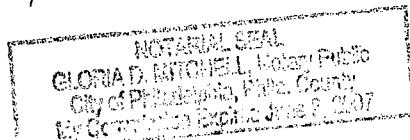
4. That on May 6, 2005 in accordance with the attached Court Orders, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendant, Dena A. Johnston, through publication in the Clearfield County Legal Journal. True and correct copies of the Proof of Publication indicating the same are attached hereto, made a part hereof, and marked Exhibit "C."

5. That on May 25, 2005 in accordance with the attached Court Orders, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendant, Dena A. Johnston, through publication in The Progress. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D."

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

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

Gloria D. Mitchell  
NOTARY PUBLIC



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

BENEFICIAL CONSUMER DISCOUNT \*  
COMPANY d/b/a BENEFICIAL MORTGAGE \*  
COMPANY OF PENNSYLVANIA, \*  
Plaintiff \*  
vs. \* NO. 05-169-CD  
DENA A. JOHNSTON, \*  
Defendant \*

**ORDER**

NOW, this 16<sup>th</sup> day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 906 Walton Street, Philipsburg, PA 16866.

BY THE COURT,

/s/ Fredric J. Ammerman

---

**FREDRIC J. AMMERMAN**  
**President Judge**

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

MAR 17 2005

Attest,

William L. Shaw  
Prothonotary/  
Clerk of Courts

7004 2510 0002 2097 2812

**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	\$ 0.00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 0.00

Postmark  
Here

*MAILED 30 MAR 2005*

**Sent To**  
Dena A. Johnston  
Street, Apt. No.;  
or PO Box No. 904 Walton Street  
City, State, ZIP+4 Philadelphia, PA 16866

PS Form 3800, June 2002  
See Reverse for Instructions

*WTS*

**Exhibit A**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100350  
NO: 05-169-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

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

vs.

DEFENDANT: DENA A. JOHNSTON

SHERIFF RETURN

**COPY**

NOW, March 31, 2005 AT 1:10 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 906 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: NEVLING / HUNTER

**Exhibit B**

Johnston 25017

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

On this 10<sup>th</sup> day of May AD 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 6, 2005. Vol. 17, No. 18. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL ACTION/COMPLAINT IN  
MORTGAGE FORECLOSURE

BENEFICIAL CONSUMER DISCOUNT  
COMPANY D/B/A BENEFICIAL MORT-  
GAGE COMPANY OF PENNSYLVANIA  
VS. DENA A. JOHNSTON  
NO. 05-169-CD  
TO: DENA A. JOHNSTON  
PREMISES SUBJECT TO FORE-  
CLOSURE: 906 Walton Street, Philipsburg,  
PA 16866.

### NOTICE

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

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

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

Lawyers Reference Service, Pennsylvania Bar Association, PO Box 186,

Sworn and subscribed to before me the day and year aforesaid

Sharon J. Pusey  
Notary Public

My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires APRIL 7, 2007

Terrence J. McCabe  
123 South Broad Street  
Philadelphia PA 19109

# Exhibit C

Johnston 25017

**PROOF OF PUBLICATION**

STATE OF PENNSYLVANIA : SS: \_\_\_\_\_  
COUNTRY OF CLEARFIELD : \_\_\_\_\_

On this 25th day of May, A.D. 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 28, 2005. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Cheryl J. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Krebs*  
Notary Public  
Clearfield, Pa.  
My Commission Expires  
October 31, 2007  
Member, Pennsylvania Association Of Notaries

Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007

NOTICE 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	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER 05-169-CD Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania v. Dena A. Johnston TO: Dena A. Johnston	TYPE OF ACTION: CIVIL ACTION/COMPLAINT IN MORTGAGE FORECLOSURE PREMISES SUBJECT: TO FORECLOSURE: 3016 Walton Street Philipsburg, PA 16666 NOTICE If you wish to defend, you must enter a written appearance person- ally or by attorney and file your de- fenses or objections in writing with the court. You are warned that if you fail to do so the case may pro- ceed without you and a judgment may be entered against you without further notice, for the relief re- quested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS NO- TICE 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 HIR- ING 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 LE- GAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. Lawyers Reference Service Pennsylvania Bar Association D.C. Bar Association
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**EXHIBIT D**

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 Company of  
Pennsylvania

v.

Dena A. Johnston

Clearfield County  
Court of Common Pleas

Number 05-169-CD

FILED *ccs*  
*m 12:03 p.m. Notice to*  
*JUN 30 2005 Def.*  
Statement  
William A. Shaw to Atty  
Prothonotary/Clerk of Courts  
Atty pd.  
20.00  
④

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

Principal	\$102,599.25
Interest from 12/24/2005 - 06/29/2005	\$ 3,706.34
<hr/>	
<b>TOTAL</b>	<b>\$106,305.59</b>

*TERENCE J. McCABE*  
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 30<sup>th</sup> day of June, 2005, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Dena A. Johnston, and damages are assessed in the amount of \$ 106,305.59, plus interest and costs.

BY THE PROTHONOTARY:

*William A. Shaw*

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.

Dena A. Johnston

Number 05-169-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

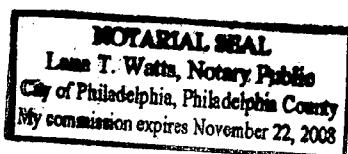
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant 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, Dena A. Johnston, is over eighteen (18) years of age and resides at 906 Walston Street, Philipsburg, PA 16866.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 29th DAY  
OF JUNE, 2005.

  
Dena A. Johnston  
Notary Public

  
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 Company of  
Pennsylvania

v.

Dena A. Johnston

Clearfield County  
Court of Common Pleas

Number 05-169-CD

**CERTIFICATION**

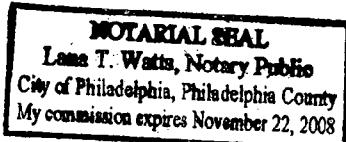
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of 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 29TH DAY  
OF JUNE , 2005.

*Dena A. Johnston*  
NOTARY PUBLIC

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



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

**William A. Shaw  
Prothonotary**

June 15, 2005

To: Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

**Exhibit A**

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

Clearfield County  
Court of Common Pleas

vs.

Dena A. Johnston

Number 05-169-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 COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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

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

Dave 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**

**VERIFICATION**

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

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

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



William A. Shaw  
Prothonotary

To: Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

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

v.

Dena A. Johnston

Clearfield County  
Court of Common Pleas

Number 05-169-CD

**NOTICE**

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

6130105  
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.: 2005-00169-CD

Real Debt: \$106,305.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dena Johnston  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 30, 2005

Expires: June 30, 2010

Certified from the record this 30th day of June, 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 Company of  
Pennsylvania

v.

Dena A. Johnston

Clearfield County  
Court of Common Pleas

Number 05-169-CD

**PRAECIPE TO WITHDRAW JUDGMENT**

TO THE PROTHONOTARY:

Kindly withdraw the Default Judgment entered against the Defendant, Dena A. Johnston, on June 30, 2005 without prejudice as Defendant filed a Chapter 13 Bankruptcy on March 29, 2005 under Bankruptcy No. 1:05-bk-01889-MDF.

July 8, 2005  
DATE

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

**FILED**

JUL 15 2005

*7/12/05/was*  
William A. Shaw  
Prothonotary

*1 CENO TO ATTY*

**FILED**

JUL 15 2005

William A. Shaw  
Prothonotary

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

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

Plaintiff

v.

Dena A. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-CD

**FILED**

Att'y pd  
00.00

m/3:00pm  
AUG 16 2005

ccs  
6-writs to

William A. Shaw  
Prothonotary/Clerk of Courts

Shff

**PRAECEIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Adams County, Pennsylvania..  
2. Against Dena A. Johnston defendant, and  
3. Against \_\_\_\_\_  
Garnishee(s);  
4. And index this writ  
a) Against Dena A. Johnston defendant  
b) Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendant in the name of  
Garnishee(s) as follows: (Specifically described property)\*

906 WALSTON STREET, PHILIPSBURG, PA 16866

(Specifically described property)

(If space insufficient, attach extra sheets)

5.	Amount Due	\$	107,237.13
	Interest from 8/16/05 to		
	DATE OF SALE	\$	
	plus \$17.62 per diem thereafter	\$	
			Plus Costs
	Total		166.00

Prothonotary costs

*T. McCabe*

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

05-169-CD  
NO. TERM

NO. TERM

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

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

vs.

Dena A. Johnston

**Praecipe 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

RECEIVED WRIT THIS        DAY

OF                    A.D.

AT                    M

---

Sheriff

**(MORTGAGE FORECLOSURE)**

---

EXECUTION DEBT	107,237.13
INTEREST	Interest from 8/16/05 to DATE OF SALE plus \$17.62 per diem thereafter
PROTHONOTARY	<u>166.00</u>
USE ATTORNEY	<u>                  </u>
USE PLAINTIFF	<u>                  </u>
ATTORNEY'S COMM.	<u>                  </u>
SATISFACTION	<u>                  </u>
SHERIFF	<u>                  </u>

*ctive vectorization*

## LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Chester Hill, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Chester Hill, Clearfield County, Public School Grounds; thence on line of said school grounds North one hundred forty (140) feet, more or less, to an alley; thence along said alley, one hundred and twenty (120) feet, more or less, to line of D. Shoemaker; thence along said lot South one hundred forty (140) feet, more or less, to Walton Street; thence along said Walton Street one hundred and twenty (120) feet, more or less, to the place of beginning.

Tax Parcel #3-P12-335-63

BEING KNOWN AS 906 WALSTON STREET, PHILIPSBURG, PA 16866.

Title to said premises is vested in Dena A. Johnston by deed from Timothy A. Klinger dated 8/23/2001 and recorded 8/24/2001 in Instrument # 200113349.

To be sold as the property of: Dena A. Johnston

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 Company of  
Pennsylvania

Plaintiff

v.

Dena A. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-CD

**AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANT**

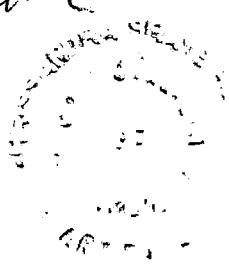
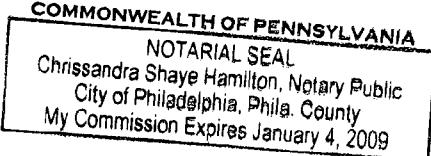
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing address of the Defendant is:

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

*T. McCabe*  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 15TH DAY  
OF AUGUST, 2005.

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC



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

**Attorney for Plaintiff**

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

Plaintiff

v.

Dena A. Johnston

Defendant

**COURT OF COMMON PLEAS**

**CLEARFIELD COUNTY**

Number 05-169-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 906 Walston Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Dena A. Johnston	906 Walston Street Philipsburg, PA 16866

2. Name and address of Defendant in the judgment:

Name	Address
Dena A. Johnston	906 Walston Street Philipsburg, PA 16866

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 Known

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

Name \_\_\_\_\_

### Address

Plaintiff herein.

## Jersey Shore State Bank

1952 Waddle Road

No. 106

State College, PA 16801

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

Name \_\_\_\_\_

### Address

None Known

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

Name \_\_\_\_\_

### Address

None Known

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

Name \_\_\_\_\_

### Address

## Tenants

906 Walston Street,  
Philipsburg, PA 16866

## Commonwealth of PA Department of Public 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	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o U.S. Attorney for the Eastern District of PA	615 Chestnut Street Philadelphia, PA 19106
United States of America c/o U.S. Attorney for the Middle District of PA	235 North Washington Street Scranton, PA 18503
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
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222

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 15, 2005

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

## LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Chester Hill, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Chester Hill, Clearfield County, Public School Grounds; thence on line of said school grounds North one hundred forty (140) feet, more or less, to an alley; thence along said alley, one hundred and twenty (120) feet, more or less, to line of D. Shoemaker; thence along said lot South one hundred forty (140) feet, more or less, to Walton Street; thence along said Walton Street one hundred and twenty (120) feet, more or less, to the place of beginning.

Tax Parcel #3-P12-335-63

BEING KNOWN AS 906 WALSTON STREET, PHILIPSBURG, PA 16866.

Title to said premises is vested in Dena A. Johnston by deed from Timothy A. Klinger dated 8/23/2001 and recorded 8/24/2001 in Instrument # 200113349.

To be sold as the property of: Dena A. Johnston

**Exhibit A**

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

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



**COPY**

Vs.

NO.: 2005-00169-CD

Dena A. Johnston

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from DENA A. JOHNSTON, 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/PRINCIPAL: \$107,237.13  
INTEREST from 8/16/05 to Date of Sale  
plus \$17.62 per diem thereafter  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/16/2005

PAID: \$166.00  
SHERIFF: \$  
OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

Sheriff

## LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Chester Hill, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Chester Hill, Clearfield County, Public School Grounds; thence on line of said school grounds North one hundred forty (140) feet, more or less, to an alley; thence along said alley, one hundred and twenty (120) feet, more or less, to line of D. Shoemaker; thence along said lot South one hundred forty (140) feet, more or less, to Walton Street; thence along said Walton Street one hundred and twenty (120) feet, more or less, to the place of beginning.

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To be sold as the property of: Dena A. Johnston

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

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

v.

Dena A. Johnston  
Defendant

Attorney for Plaintiff

FILED *Autypd. 20.00*  
m/3:00 PM  
AUG 16 2005 *Notice to Def.*  
*BD* Statement to  
William A. Shaw  
Prothonotary/Clerk of Courts *Atty*

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-CD

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

Principal	\$	102,599.25
Interest 12/24/2004 to 08/15/2005	\$	4,637.88
Costs	\$	
Total	\$	107,237.13

*T. McCabe*  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 16<sup>th</sup> day of August, 2005, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Dena A. Johnston and damages are assessed in the amount of \$107,237.13, plus interest and costs.

BY THE PROTHONOTARY:

*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 Béneficial Mortgage Company of  
Pennsylvania

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff

v.

Number 05-169-CD

Dena A. Johnston

Defendant

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA

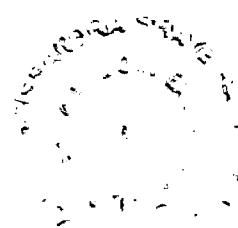
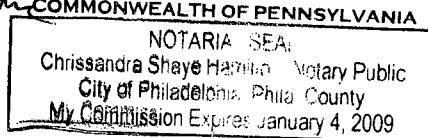
The undersigned, being duly sworn according to law, deposes and says that the Defendant, Dena A. Johnston, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and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

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

*T. McCabe*  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 15th DAY  
OF AUGUST , 2005.

*Chrissandra Shayne Hamlin*  
NOTARY PUBLIC



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

Attorney for Plaintiff

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

Plaintiff

v.

Dena A. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-CD

**CERTIFICATION**

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant 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".

*T. McCabe*  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 15th DAY  
OF AUGUST , 2005.

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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



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

**William A. Shaw  
Prothonotary**

June 15, 2005

To: Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

**Exhibit A**

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

Clearfield County  
Court of Common Pleas

vs.

Dena A. Johnston

Number 05-169-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

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

TJM/rda

**VERIFICATION**

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

*T. McCabe*  
TERRENCE J. McCABE, ESQUIRE

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

 COPY

William A. Shaw  
Prothonotary

To: Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

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

Plaintiff

v.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 05-169-CD

Dena A. Johnston

Defendant

**NOTICE**

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

William A. Shaw  
Prothonotary

8/16/05

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.: 2005-00169-CD

Real Debt: \$107,237.13

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dena Johnston  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 16, 2005

Expires: August 16, 2010

Certified from the record this 16th day of August, 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 Company of  
Pennsylvania

Plaintiff

v.

Dena A. Johnston

Defendant

COURT OF COMMON PLEAS

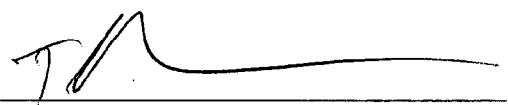
CLEARFIELD COUNTY

Number 05-169-CD

**AFFIDAVIT OF SERVICE**

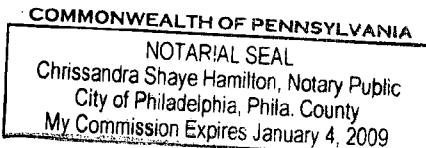
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 19<sup>th</sup> day of October, 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

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

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 19<sup>th</sup> DAY  
OF October, 2005.

  
NOTARY PUBLIC



FILED NO  
m 114780  
OCT 24 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

Plaintiff

v.

Dena A. Johnston

Defendant

Attorney for Plaintiff

# Exhibit A

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-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: 906 Walston Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Dena A. Johnston	906 Walston Street Philipsburg, PA 16866

2. Name and address of Defendant in the judgment:

Name	Address
Dena A. Johnston	906 Walston Street Philipsburg, PA 16866

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 Known	

## Exhibit A

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

Name	Address
Plaintiff herein.	
Jersey Shore State Bank	1952 Waddle Road No. 106 State College, PA 16801

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

Name	Address
None Known	

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

Name	Address
None Known	

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

Name	Address
Tenants	906 Walston Street, Philipsburg, PA 16866
Commonwealth of PA Department of Public 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

Rick Redden - Director  
Clearfield County Domestic  
Relations Office

United States of America  
c/o U.S. Attorney for the Eastern  
District of PA

United States of America  
c/o U.S. Attorney for the Middle  
District of PA

United States of America  
c/o Attorney for the Western  
District of PA

Internal Revenue Service

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

Clearfield County Courthouse 230 East  
Market Street  
Clearfield, PA 16830  
615 Chestnut Street  
Philadelphia, PA 19106

235 North Washington Street  
Scranton, PA 18503

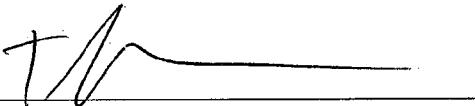
633 U.S. Post Office and Courthouse  
7<sup>th</sup> & Grant Streets  
Pittsburgh, PA 15219

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

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.

October 19, 2005

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**Exhibit A**

**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**

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

Plaintiff

v.

Dena A. Johnston

Defendant

Attorney for Plaintiff

**Exhibit B**

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 05-169-CD

DATE: October 19, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Dena A. Johnston

PROPERTY: 906 Walston Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

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

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

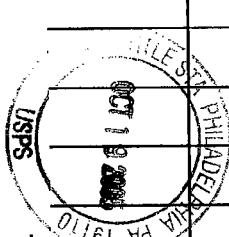
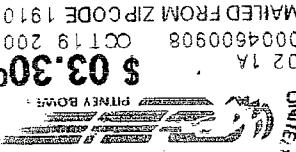
Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
ATTN: Samantha Young

**Check type of mail or service:**

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

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

02 1A . \$ 03.30<sup>0</sup>  
0004600908 OCT 19 2005  
MAILED FROM ZIP CODE 19109

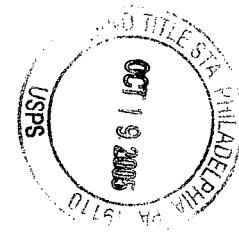


# Exhibit B

Line		Article Number	Address/Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Date COD
1	2	Beneficial v. Johnston	Jersey Shore State Bank 1952 Waddle Road No. 106 State College, PA 16801						
2	3	Tenants	906 Walton Street Philipsburg, PA 16866						
4	5	Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105	Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130						
6	7	Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128	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 Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486					
8	9	Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	United States of America c/o U.S. Attorney for the Eastern District of PA 615 Chestnut Street Philadelphia, PA 19106					
10		United States of America c/o U.S. Attorney for the Middle District of PA 235 North Washington Street Scranton, PA 18503	United States of America c/o U.S. Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219						

11	Internal Revenue Service Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	
12		
13		
14		
15	<p><i>(Name of receiving employee)</i></p> <p>Postmaster, Per</p> <p>The full declaration of value is required on all domestic and international registered mail. The maximum liability payable for the recompensation of damageable packages under Express Mail is \$100,000.00 in the event of loss or damage. The maximum indemnity payable for damage to documents or correspondence is \$100.00. For registered mail, the maximum indemnity payable is \$2,500.00. For International Mail, the maximum indemnity payable is \$100.00. Express Mail Service merchandise is available for up to \$1,000.00. See Domestic Mail Manual 5000, 5013, and 5021 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on insured and COD mail. (6) Special handling charges apply only to Standard Mail (1) and Standard Mail (6) pieces.</p>	
	Total Number of Pieces Received at Post Office	Total Number of Pieces Listed by Sender

PS Form 3877, February, 2005



# Exhibit B

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

Attorney for Plaintiff

FILED NO  
m1103/01  
NOV 07 2005  
JF  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
COMPANY OF PENNSYLVANIA :  
: NUMBER 05-169-CD  
v. :  
DENA A. JOHNSTON :  
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA:

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

1. That he is counsel for the above-named Plaintiff;
2. That on October 18, 2005, per the attached Court Orders, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known address of 906 Walton Street, Phillipsburg, PA 16866. True and correct copies of the letter, certificate of mailing, and certified receipt, are attached hereto, made a part hereof, and marked as Exhibit "A."
3. Per Plaintiff's conversation with the Sheriff of Clearfield County, that on October 17, 2005 per the attached Court

Orders, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by posting the same at the mortgaged premises of 3548 Grant Avenue, Philadelphia, PA 19114.

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

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

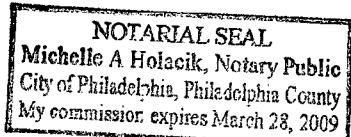
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 2nd DAY

OF NOVEMBER, 2005.

Michelle A. Holcik

NOTARY PUBLIC



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

**ORDER**

NOW, this 16<sup>th</sup> day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 906 Walton Street, Philipsburg, PA 16866.

BY THE COURT,

/s/ Fredric J. Ammerman

**FREDRIC J. AMMERMAN**  
**President Judge**

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

MAR 17 2005

Attest.

William L. Brown  
Prothonotary/  
Clerk of Courts

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

TERRENCE J. McCABE

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

October 18, 2005

Dena A. Johnston  
906 Walston Street  
Philipsburg, PA 16866

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
Dena A. Johnston  
Clearfield County, No. 05-169-CD  
Premises: 906 Walston Street, Philipsburg, PA, 16866

Dear Dena A. Johnston:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Angie Owens  
Paralegal to,  
**TERRENCE J. MCCABE**

TJM/ao  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7005-0390-0001-4785-5802  
RETURN RECEIPT REQUESTED

Yhili A

# 25017

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109

ATTN: Angie Owens

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

5802 5802

4785 4785

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

2005

7

Total Postage &amp; F...

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Postage

\$

Certified Fee

Return Receipt Fee

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Postmark

Here

Postage

5

Fee

Actual

if Re

Charge

Handling

Charge

Fee

Actual

if Re

Charge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20226  
NO: 05-169-CD

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

vs.

DEFENDANT: DENA A. JOHNSTON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 08/17/2005

LEVY TAKEN 10/17/2005 @ 10:18 AM

POSTED 10/17/2005 @ 10:18 AM

SALE HELD 12/02/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/01/2006

DATE DEED FILED 02/01/2006

PROPERTY ADDRESS 906 WALTON STREET PHILIPSBURG , PA 16866

**SERVICES**

10/26/2005 @ SERVED DENA A. JOHNSTON

SERVED DENA A. JOHNSTON, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 906 WALTON STREET, PHILIPSBURG, PA . REG MAIL RETURNED TO SHERIFF OFFICE 11/4/05. CERT. MAIL RETURNED TO SHERIFF OFFICE. UNCLAIMED.

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

FILED  
02/01/2006  
FEB 01 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20226  
NO: 05-169-CD

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

vs.

DEFENDANT: DENA A. JOHNSTON

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$231.48

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
By:   
Chester A. Hawkins  
Sheriff

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

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

Vs.

NO.: 2005-00169-CD

Dena A. Johnston

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from DENA A. JOHNSTON, 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:

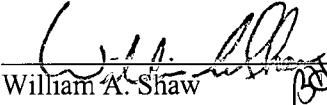
Garnishee(s) as follows:

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/PRINCIPAL: \$107,237.13  
INTEREST from 8/16/05 to Date of Sale  
plus \$17.62 per diem thereafter  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/16/2005

PAID: \$166.00  
SHERIFF: \$  
OTHER COSTS: \$

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

Received this writ this 17<sup>th</sup> day  
of August A.D. 2005  
At 10:00 A.M./P.M.

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

Chesler A. Hausek  
Sheriff by Cynthia Butler-Dephanoray

## LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Chester Hill, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Chester Hill, Clearfield County, Public School Grounds; thence on line of said school grounds North one hundred forty (140) feet, more or less, to an alley; thence along said alley, one hundred and twenty (120) feet, more or less, to line of D. Shoemaker; thence along said lot South one hundred forty (140) feet, more or less, to Walton Street; thence along said Walton Street one hundred and twenty (120) feet, more or less, to the place of beginning.

Tax Parcel #3-P12-335-63

BEING KNOWN AS 906 WALSTON STREET, PHILIPSBURG, PA 16866.

Title to said premises is vested in Dena A. Johnston by deed from Timothy A. Klinger dated 8/23/2001 and recorded 8/24/2001 in Instrument # 200113349.

To be sold as the property of: Dena A. Johnston

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DENA A. JOHNSTON NO. 05-169-CD

NOW, February 01, 2006, 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 December 02, 2005, I exposed the within described real estate of Dena A. Johnston to public venue or outcry at which time and place I sold the same to MCCABE, WEISBERG & CONWAY P.C. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

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

RDR SERVICE	15.00	DEBT-AMOUNT DUE	107,237.13
MILEAGE	15.00	INTEREST @ 17.6200 %	1,902.96
LEVY	15.52	FROM 08/16/2005 TO 12/02/2005	
MILEAGE POSTING	15.00	PROTH SATISFACTION	
CSDS	10.00	LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	4.44	FORECLOSURE FEES	
HANDBILLS	15.00	ATTORNEY COMMISSION	
DISTRIBUTION	25.00	REFUND OF ADVANCE	
ADVERTISING	15.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED	30.00	ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$109,160.09
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	288.28
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	2,008.10
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$231.48</b>	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	28.50
		SHERIFF COSTS	231.48
		LEGAL JOURNAL COSTS	198.00
		PROTHONOTARY	166.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>		<b>TOTAL COSTS</b>	<b>\$3,065.36</b>
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	28.50		
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>		

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

CHESTER A. HAWKINS, Sheriff

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

BENEFICIAL CONSUMER DISCOUNT \*  
COMPANY d/b/a BENEFICIAL MORTGAGE \*  
COMPANY OF PENNSYLVANIA, \*  
Plaintiff \*  
vs. \* NO. 05-169-CD  
DENA A. JOHNSTON, \*  
Defendant \*

**ORDER**

NOW, this 16<sup>th</sup> day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, Dena A. Johnston, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 906 Walton Street, Philipsburg, PA 16866.

BY THE COURT,

/s/ Fredric J. Ammerman

**FREDRIC J. AMMERMAN**  
President Judge

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

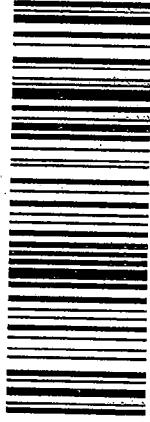
MAR 17 2005

**Attest**

William L. Rose  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS  
SHERIFF



7945 7227 E000 0460 5007

RETURN RECEIPT  
REQUESTED

DENA A JOHNSTON  
906 WALTON STREET  
PHILIPSBURG, PA. 16866

**RITS**  
RETURN TO SENDER

INSUFFICIENT ADDRESS       OTHER  
 ATTEMPTED NOT KNOWN       OTHER  
 NO SUCH NUMBER/ STREET  
 NOT DELIVERABLE AS ADDRESSED  
 -UNABLE TO FORWARD

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177  
M 2 1911

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE TELETYPE ADDRESS. OLD ADDRESS  
PRINTING

**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:

DEWA JOHNSTON  
906 WATSON STREET  
PHILIPSBURG PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) 7005 0390 0003 7235 2497

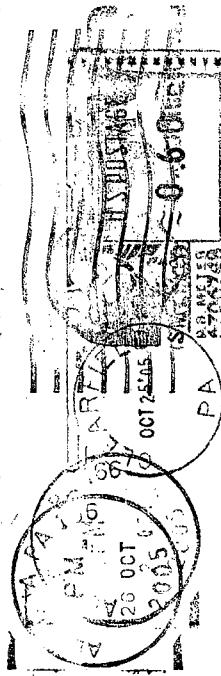
Domestic Return Receipt

102595-02-M-1540

PS Form 3811, February 2004



**CHESTER A. HAWKINS**  
**SHERIFF**  
COURTHOUSE  
WORTH SECOND STREET - SUITE 1  
CLEARFIELD, PENNSYLVANIA 16830



DENA A. JOHNSTON  
906 WALTON STREET  
PHILIPSBURG, PA. 16625

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/ STREET  
S  NOT DELIVERABLE AS ADDRESSED  
S  - UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

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