

05-648-CD

Beneficial vs. P. Witherow, etal

Bene Consumer Disc Co. v. Paul Witherow  
2005-648-CD

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

**FILED** *Any*  
*m/2:45 PM Pd.*  
**MAY 09 2005 8:50**  
*William A. Shaw*  
Prothonotary/Clerk of Courts  
*3 cc Shff*

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
11096 Baumgardner Lane  
Waybesboro, PA 17268  
and  
Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Number **05-648-CD**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

**AVISO**

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

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

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

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**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

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Company d/b/a Beneficial  
Mortgage Co. of Pennsylvania  
961 Weigel Drive  
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v.

Paul J. Witherow a/k/a Paul J.  
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11096 Baumgardner Lane  
Waynesboro, PA 17268  
and  
Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Paul J. Witherow a/k/a Paul J. Witherow, Jr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 11096 Baumgardner Lane, Waynesboro, PA 17268.

3. The Defendant is Della M. Witherow, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 11096 Baumgardner Lane, Waynesboro, PA 17268.

4. On 05/25/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200208485.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 36 Taylor Avenue, Falls Creek, PA 15840.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/03/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

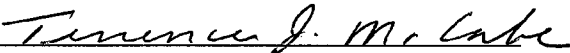
Principal Balance	\$ 67,624.00
Interest through 03/09/2005 (Plus \$ 19.51 per diem thereafter)	\$ 10,263.27
Attorney's Fee	\$ 3,381.20
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 81,818.47

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

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$81,818.47, together with interest at the rate of \$19.51 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, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co., 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.

Hetal Thakkar  
Hetal Thakkar

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

INSTRUMENT NUMBER  
200208485  
RECORDED ON  
MAY 29, 2002  
1:25:14 PM  
Total Pages: 8

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
02 JUN 02 AM 9:38

711723

## MORTGAGE

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

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

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 67,923.97 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 25, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 25, 2032;

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

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

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

*SANDY Twp*

04-29-02 MTG  
CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

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\* ORIGINAL

*Exhibit  
"A"*

88:2

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

Borrower covenants that Borrower is lawfully 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





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.

04-29-02 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.



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

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

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

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, 90 BEAVER DRIVE, DUBOIS, PA 15801  
On behalf of the Lender. By: CATHY KOCHER Title: ACCOUNT EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, County ss: CLEARFIELD

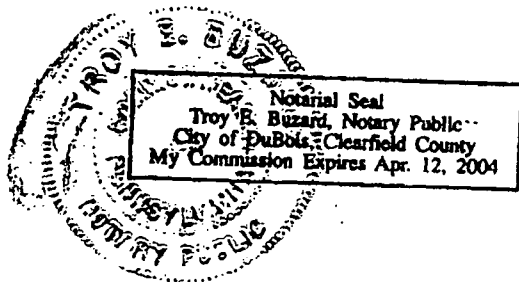
I, TROY E. BUZARD a Notary Public in and for said county and state, do hereby  
certify that PAUL J. WITHEROW AND DELLA M. WITHEROW.

personally known to me to be the same person(s) whose name(s) ARE subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledge that THEY  
signed and delivered the said instrument as THEIR free voluntary act, for the  
uses and purposes therein set forth.

Given under my hand and official seal, this 25TH day of MAY, 20 02.

My Commission expires:

[Signature]  
Notary Public



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

90 BEAVER DRIVE, DUBOIS, PA 15801  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA0012B7



W08116045R95MTG9000PA0012B70W WITHEROW

\* ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100461  
NO: 05-648-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO.  
vs.  
DEFENDANT: PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M. WITHEROW

**SHERIFF RETURN**

NOW, May 10, 2005, SHERIFF OF FRANKLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL J. WITHEROW aka PAUL J. WITHEROW JR..

NOW, May 13, 2005 AT 1:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL J. WITHEROW aka PAUL J. WITHEROW JR., DEFENDANT. THE RETURN OF FRANKLIN COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

**FILED**  
019:4054  
JUN 15 2005 @

William A. Shulz  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100461  
NO: 05-648-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO.

vs.

DEFENDANT: PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M. WITHEROW

**SHERIFF RETURN**

---

NOW, May 10, 2005, SHERIFF OF FRANKLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DELLA M. WITHEROW.

NOW, May 13, 2005 AT 1:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DELLA M. WITHEROW, DEFENDANT. THE RETURN OF FRANKLIN COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

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

Service # 3 of 3 Services

Sheriff Docket #

**100461**

**BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL  
MORTGAGE CO.**

Case #

**05-648-CD**

vs.

**PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M.  
WITHEROW**

**SHERIFF RETURNS**

NOW June 14, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANTS (WITHEROW PROPERTY), DEFENDANT.  
HOUSE IS EMPTY.

SERVED BY: /



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100461  
NO: 05-648-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO.  
vs.  
DEFENDANT: PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M. WITHEROW

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	60278	20.00
SURCHARGE	MCCABE	60277	10.00
SHERIFF HAWKINS	MCCABE	60277	41.00
FRANKLIN CO.	MCCABE	60285	60.88

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00096 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLIN

BENEFICIAL CONSUMER DISCOUNT

VS

PAUL J WITHEROW ET AL

MICHAEL L COX, Deputy Sheriff of FRANKLIN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT-MORT FORECLS was served upon  
WITHEROW PAUL J A/K/A PAUL J WITHEROW JR the  
DEFENDANT, at 0013:10 Hour, on the 13th day of May, 2005  
at 11096 BAUMGARDNER LANE

WAYNESBORO, PA 17268 by handing to

ALAN LONDON (NEIGHBOR IN CHARGE OF RESIDENCE)

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

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

Sheriff's Costs:

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

So Answers:

MICHAEL L COX

By Michael L Cox  
Deputy Sheriff

06/07/2005

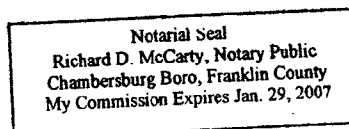
MCCABE WIESBERG AND CONWAY

Sworn and Subscribed to before

me this 7<sup>th</sup> day of  
&00

June, 2005 A.D.

Richard D. McCarty  
Notary



SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00096 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLIN

BENEFICIAL CONSUMER DISCOUNT

VS

PAUL J WITHEROW ET AL

MICHAEL L COX, Deputy Sheriff of FRANKLIN

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

says, the within COMPLAINT-MORT FORECLS was served upon

WITHEROW DELLA M the

DEFENDANT, at 0013:10 Hour, on the 13th day of May, 2005

at 11096 BAUMGARDNER LANE

WAYNESBORO, PA 17268 by handing to

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

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

Sheriff's Costs:

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

So Answers:

MICHAEL L COX

By Michael L Cox  
Deputy Sheriff

06/07/2005

MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 7<sup>th</sup> day of

&00

June, 2005 A.D.

Richard D. McCarty  
Notary

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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100461

TERM & NO. 05-648-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO.

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M. WITHEROW

**SERVE BY: 06/08/05**

**MAKE REFUND PAYABLE TO MCCABE WEISBERG & CONWAY, P.C.**

**SERVE:** PAUL J. WITHEROW aka PAUL J. WITHEROW JR.

**ADDRESS:** 11096 BAUMGARDNER LANE, WAYNESBORO, PA 17268

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 10, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
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DEPT. CLERK

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OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

96T

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

PAGE 100461

TERM & NO. 05-648-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO.

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

PAUL J. WITHEROW a/k/a PAUL J. WITHEROW JR. and DELLA M. WITHEROW

**SERVE BY: 06/08/05**

**MAKE REFUND PAYABLE TO MCCABE WEISBERG & CONWAY, P.C.**

**SERVE:** DELLA M. WITHEROW

**ADDRESS:** 11096 BAUMGARDNER LANE, WAYNESBORO, PA 17268

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 10, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIPT FOR DISTRIBUTION OF ADVANCE PAYMENTS HELD IN ESCROW  
=====

Franklin County Pennsylvania  
157 LINCOLN WAY EAST

Receipt Date 06/08/2005  
Receipt Time 08:20:58  
Receipt No. 37227

BENEFICIAL CONSUMER DISCOUNT (VS) PAUL J WITHEROW ET AL

Case Number 2005-00096 T  
Service Info  
Remarks Escrow Transfer Out

Advance Payment Balance 100.00 MCCABE WEISBERG & CONWAY  
Total Amount Distributed 100.00

Balance Remaining .00

----- Distribution -----

Transaction Description	Amount	Payee
DOCKETING GEN	9.00	FRANKLIN COUNTY TREASURER
MILEAGE	10.88	FRANKLIN COUNTY TREASURER
NOTARY FEE	6.00	COUNTY OF FRANKLIN/NOTARY
SERVICE CHARGE	15.00	FRANKLIN COUNTY TREASURER
SURCHARGE - CVL CR	20.00	SPECIAL SURCHARGE ESCROW ACCT
REFUND TO ATTY/PLT	39.12	MCCABE WEISBERG & CONWAY
Total Amount Distributed	100.00	

RECEIPT FOR PAYMENT  
=====

Franklin County Pennsylvania  
157 LINCOLN WAY EAST

Receipt Date 05/12/2005  
Receipt Time 14:06:34  
Receipt No. 36907

BENEFICIAL CONSUMER DISCOUNT (VS) PAUL J WITHEROW ET AL

Case Number 2005-00096 T  
Service Info  
Remarks MCCABE WEISBERG & CONWAY PC

Total Check... + 100.00  
Total Cash.... + .00  
Cash Out..... - .00

Number .. 60285

Receipt total. = 100.00

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

Transaction Description	Payment Amount
-------------------------	----------------

ADVANCE PAYMENT	100.00
-----------------	--------

MCCABE WEISBERG & CONWAY

	<u>100.00</u>
--	---------------

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

v.

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
11096 Baumgardner Lane  
Waynesboro, PA 17268  
and  
Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Clearfield County  
Court of Common Pleas

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

MAY 09 2005

Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

Number 05-648-CD

### **CIVIL ACTION/MORTGAGE FORECLOSURE**

#### **NOTICE**

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

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

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

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

#### **AVISO**

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

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

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

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



**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

v.

Paul J. Witherow a/k/a Paul J.  
Witherow, Jr.

11096 Baumgardner Lane  
Waynesboro, PA 17268

and

Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Paul J. Witherow a/k/a Paul J. Witherow, Jr., who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 11096 Baumgardner Lane, Waynesboro, PA 17268.

3. The Defendant is Della M. Witherow, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 11096 Baumgardner Lane, Waynesboro, PA 17268.

4. On 05/25/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County under Instrument #200208485.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 36 Taylor Avenue, Falls Creek, PA 15840.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/03/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

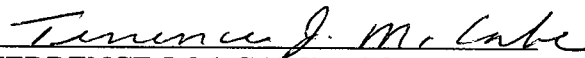
Principal Balance	\$ 67,624.00
Interest through 03/09/2005 (Plus \$ 19.51 per diem thereafter)	\$ 10,263.27
Attorney's Fee	\$ 3,381.20
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 81,818.47

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

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$81,818.47, together with interest at the rate of \$19.51 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, Hetal Thakkar, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co., 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.

Hetal Thakkar  
Hetal Thakkar

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

MAY 29, 2002  
\* 25:14 PM  
Total Pages: 8

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

AM 9:38

711723

## MORTGAGE

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

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

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 67,923.97, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 25, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 25, 2032;

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

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

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

*SANDY Twp*

04-29-02 MTG

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

PA0012B1



\*W08116045R95MTG9000PA0012B10\*\*WITHEROW

\* 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 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



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.

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

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

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

I hereby certify that the precise address of the Lender (Mortgagee) is: BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, 90 BEAVER DRIVE, DUBOIS, PA 15801  
On behalf of the Lender. By: CATHY KOCHER Title: ACCOUNT EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, County ss: CLEARFIELD

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

personally known to me to be the same person(s) whose name(s) ARE subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledge that they  
signed and delivered the said instrument as THEIR free voluntary act, for the  
uses and purposes therein set forth.

Given under my hand and official seal, this 25TH day of MAY, 20 02.

My Commission expires:

[Signature]  
Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A  
BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA  
(Name)  
90 BEAVER DRIVE, DUBOIS, PA 15801  
(Address)

[Space Below This Line Reserved For Lender and Recorder]

04-29-02 MTG

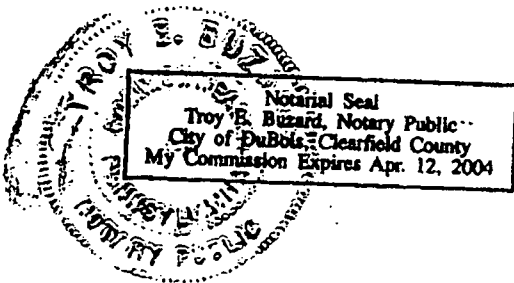
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Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA0012B7



\*W08116045R95MTG9000PA0012B70\*\*WITHEROW

\* ORIGINAL



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

FILED  
m/12:23:01  
JUN 23 2005 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

ICCS Notice  
to Defs.  
Statement  
to Atty  
(W)

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$81,818.47
Interest from 3/10/2005 to 6/16/2005	\$ 1,931.49
TOTAL	\$83,749.96

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 23<sup>rd</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(s), Paul J. Witherow, Jr. and Della M. Witherow, h/w and damages are assessed in the amount of \$83,749.96, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

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

vs.

Paul J. Witherow, Jr. and Della M.  
Witherow, h/w

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 05-648-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

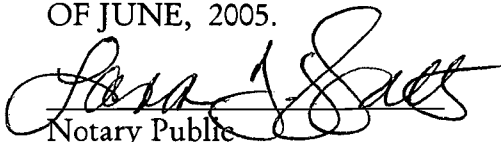
The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant(s),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

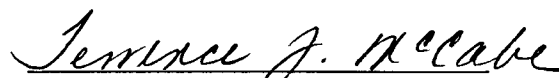
Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

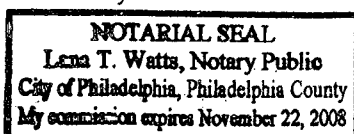
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY

OF JUNE, 2005.

  
Notary Public

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

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Beneficial Consumer Discount Company  
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Witherow, h/w

CLEARFIELD COUNTY  
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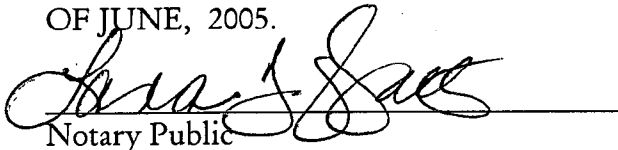
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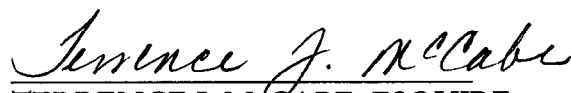
CERTIFICATION

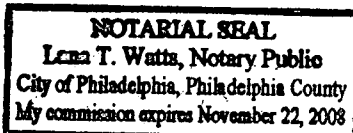
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant(s) that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 16th DAY

OF JUNE, 2005.

  
Notary Public

  
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 3, 2005

To: Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
36 Taylor Avenue  
Falls Creek, PA 15840

**Exhibit A**

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

Clearfield County  
Court of Common Pleas

vs.

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
and  
Della M. Witherow

Number 05-648-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.

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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 COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER 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 INFORMACIÓN ACERCA DE EMPLEAR A UN ABOGADO.

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

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

---

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

TJM/cmo

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

**William A. Shaw  
Prothonotary**

June 3, 2005

To: Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
11096 Baumgardner Lane  
Waynesboro, PA 17268

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d/b/a Beneficial Mortgage Co. of  
Pennsylvania

Clearfield County  
Court of Common Pleas

vs.

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
and  
Della M. Witherow

Number 05-648-CD

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---

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

TJM/cmo



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

**William A. Shaw  
Prothonotary**

June 3, 2005

To: Della M. Witherow  
36 Taylor Avenue  
Falls Creek, PA 15840

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

vs.

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
and  
Della M. Witherow

Clearfield County  
Court of Common Pleas

Number 05-648-CD

**Exhibit A**

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814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER 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 INFORMACIÓN ACERCA DE EMPLEAR A UN ABOGADO.

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

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

---

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

TJM/cmo

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

**William A. Shaw  
Prothonotary**

June 3, 2005

To: Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

**Exhibit A**

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

vs.

Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
and  
Della M. Witherow

Clearfield County  
Court of Common Pleas

Number 05-648-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 COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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

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

TJM/cmo

VERIFICATION

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

  
TERRENCE J. McCABE, ESQUIRE

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

 COPY

William A. Shaw  
Prothonotary

To: Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

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 *6/23/05*  
Prothonotary

- ☒ Judgment by Default  
☐ Money Judgment  
☐ Judgment in Replevin  
☐ Judgment for Possession

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

 COPY

William A. Shaw  
Prothonotary

To: Della M. Witherow  
11096 Baumgardner Lane  
Waynesboro, PA 17268

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

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Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the  
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William A. Shaw 6/23/05  
Prothonotary

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

 COPY

William A. Shaw  
Prothonotary

To: Paul J. Witherow a/k/a Paul J. Witherow, Jr.  
36 Taylor Avenue  
Falls Creek, PA 15840

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---


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above proceeding as indicated below.

William A. Shaw 6/23/05  
Prothonotary

- ☒ Judgment by Default  
☐ Money Judgment  
☐ Judgment in Replevin  
☐ Judgment for Possession

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

 COPY

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Della M. Witherow  
36 Taylor Avenue  
Falls Creek, PA 15840

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

NOTICE

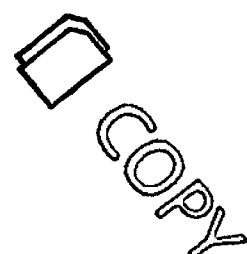
Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the  
above proceeding as indicated below.

William A. Shaw *6123105*  
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 Company  
Plaintiff(s)

No.: 2005-00648-CD

Real Debt: \$83,749.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 23, 2005

Expires: June 23, 2010

Certified from the record this 23rd 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



# Praeipe for Writ of Execution-MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

VS.

Paul J. Witherow, Jr. and Della M.  
Witherow, h/w

05-648-CD

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

**FILED** Any pd.  
m/12:21/2005 20.00  
JUN 23 2005

William A. Shaw  
Prothonotary/Clerk of Courts

2008 6 w/its  
w/prop. desc. to  
Shff 60

## PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Paul J. Witherow, Jr. and Della M. Witherow,  
h/w \_\_\_\_\_ Of defendant(s) and
3. Against the following property in the hands of (name) \_\_\_\_\_  
Paul J. Witherow, Jr. and Della M. Witherow, h/w \_\_\_\_\_
4. And index this writ;  
(a) against Paul J. Witherow, Jr. and Della M. Witherow, h/w \_\_\_\_\_

Defendant(s) and

(b) against \_\_\_\_\_ as Garnishee

As a lis pendens against real property of the defendant(s) in name

of garnishee as follows, 36 Taylor Avenue, Falls Creek, PA 15840

\_\_\_\_\_  
(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 83,749.96

Interest from 6/17/2005 \$ \_\_\_\_\_  
(Per diem \$13.76)

Costs (to be added) \$ \_\_\_\_\_  
125.00

**Prothonotary costs**

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

## **LEGAL DESCRIPTION**

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

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

Map #128-A2-664-6

**Being Known As: 36 Taylor Avenue, Falls Creek, PA 15840.**

To be sold as the property of Paul J. Witherow a/k/a Paul J. Witherow, Jr. and Della M. Witherow

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

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

vs.

Paul J. Witherow, Jr. and Della M.  
Witherow, h/w

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 05-648-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 Praecipe for the Writ of Execution was filed the following information concerning the real property located at 36 Taylor Avenue, Falls Creek, PA 15840, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name

Address

Paul J. Witherow a/k/a  
Paul J. Witherow, Jr.

11096 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Witherow

11096 Baumgardner Lane  
Waynesboro, PA 17268

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

Name

Address

Paul J. Witherow a/k/a  
Paul J. Witherow, Jr.

11096 Baumgardner Lane  
Waynesboro, PA 17268

Della M. Witherow

11096 Baumgardner Lane  
Waynesboro, PA 17268

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

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

Name	Address
Plaintiff herein.	
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania,	961 Weigel Drive P.O. Box 8621, Elhurst, IL 60126

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

Name	Address
None	

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

Name	Address
Tenant(s)	36 Taylor Avenue, Falls Creek, PA 15840
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830

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

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

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

Commonwealth of Pennsylvania  
Inheritance Tax Office

1400 Spring Garden Street  
Philadelphia, PA 19130

Internal Revenue Service  
Federated Investors Tower

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

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

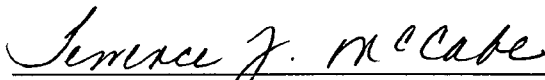
Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

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

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

June 16, 2005

\_\_\_\_\_  
DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

## **LEGAL DESCRIPTION**

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

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

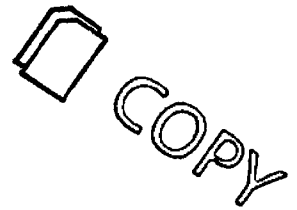
Map #128-A2-664-6

**Being Known As: 36 Taylor Avenue, Falls Creek, PA 15840.**

To be sold as the property of Paul J. Witherow a/k/a Paul J. Witherow, Jr. and Della M. Witherow

**Exhibit A**

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

 COPY

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

Vs.

NO.: 2005-00648-CD

Paul J. Witherow, Jr. and  
Della M. Witherow

**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 PAUL J. WITHEROW, JR. and DELLA M. WITHEROW, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property 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: \$83,749.96  
INTEREST from 6/17/2005  
(Per diem \$13.76): \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/23/2005

PAID: \$125.00  
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 S. Broad St., St. 2080  
Philadelphia, PA 19109  
(215) 790-1010

\_\_\_\_\_  
Sheriff

## LEGAL DESCRIPTION

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

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

Map #128-A2-664-6

**Being Known As: 36 Taylor Avenue, Falls Creek, PA 15840.**

To be sold as the property of Paul J. Witherow a/k/a Paul J. Witherow, Jr. and Della M. Witherow



**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

**(215) 790-1010**

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
Paul J. Witherow, Jr. and Della M. Witherow,  
h/w


CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 05-648-CD

**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 15th day of September 2005, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
TERRENCE J. McCABE, ESQUIRE

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

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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

FILED  
M111301  
SEP 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

**(215) 790-1010**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-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 Praecipe for the Writ of Execution was filed the following information concerning the real property located at 36 Taylor Avenue, Falls Creek, PA 15840, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name	Address
Paul J. Witherow a/k/a Paul J. Witherow, Jr.	11096 Baumgardner Lane Waynesboro, PA 17268
Della M. Witherow	11096 Baumgardner Lane Waynesboro, PA 17268

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

Name	Address
Paul J. Witherow a/k/a Paul J. Witherow, Jr.	11096 Baumgardner Lane Waynesboro, PA 17268
Della M. Witherow	11096 Baumgardner Lane Waynesboro, PA 17268

**EXHIBIT "A"**

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

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

Name	Address
Plaintiff herein.	
Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania,	961 Weigel Drive P.O. Box 8621, Elhurst, IL 60126

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

Name	Address
None	

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

Name	Address
Tenant(s)	36 Taylor Avenue, Falls Creek, PA 15840
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.

EXHIBIT "A"

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

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

Commonwealth of Pennsylvania  
Inheritance Tax Office

1400 Spring Garden Street  
Philadelphia, PA 19130

Internal Revenue Service  
Federated Investors Tower

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

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

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

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

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

September 15, 2005

\_\_\_\_\_  
DATE

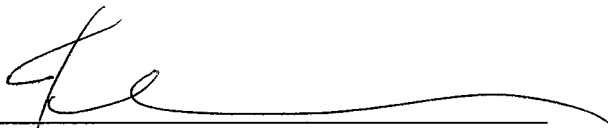
  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**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 vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

DATE: September 15, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Paul J. Witherow, Jr. and Della M. Witherow, h/w

PROPERTY: 36 Taylor Avenue, Falls Creek, PA 15840

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **November 4, 2005**, at **10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.


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

**EXHIBIT "B"**

**Check 1 type of mail or service:**

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

**Affix Stamp**  
(if issued as a  
certificate of  
or for addition  
copies of this  
**Postmark and**  
**Date of Receipt**

UNITED STATES POSTAGE  
  
 PERMIT NO. 1000  
 NEW YORK, N.Y. 10108  
 POST OFFICE BOX 1000  
 NEW YORK, N.Y. 10108  
 FIRST CLASS  
 02 1A  
 0004600908  
 MAILED FROM ZIP CODE 19109  
**\$02.70<sup>00</sup>**  
 SEP 15 2005

**EXHIBIT "B"**

Line	Article Number	Addressee Name, Street and PO Address	State	Zip	Char	Fee	Sta	Re	MAILED FROM ZIP CODE 19109
1	Beneficial v. Witherow- LH	Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania, 961 Weigel Drive P.O. Box 8621, Elmhurst, IL 60126							
2		Tenant(s) 36 Taylor Avenue, Falls Creek, PA 15840							
3		Domestic Relations Clearfield County 230 E. Market, Suite 300 Clearfield, PA 16830							
4		Commonwealth of Pennsylvania Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.							
5		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							
6		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130							
7		Internal Revenue Service Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222							
8		Commonwealth of PA Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Sq., Dept. #280601 Harrisburg, PA 17128							
9		Department of Public Welfare TPL Casualty Unit Estate Recovery Program P.O. Box 8486 Wilmington, DE 19806							

by

Pieces Received  
at Post Office

Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

damages in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

EXHIBIT "B"

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

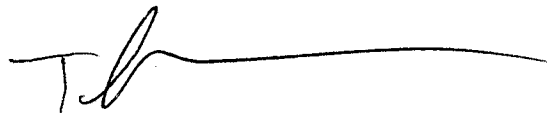
**(215) 790-1010**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 3<sup>rd</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 certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3<sup>rd</sup> DAY  
OF October, 2005.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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

**FILED** <sup>NO CC</sup>  
m/12:43  
OCT 11 2005

William A. Shaw  
Prothonotary/Clerk of Courts



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

**Attorney for Plaintiff**

**Exhibit A**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Paul J. Witherow, Jr. and Della M. Witherow, h/w	CLEARFIELD COUNTY COURT OF COMMON PLEAS  NUMBER: 05-648-CD
--	---

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 36 Taylor Avenue, Falls Creek, PA 15840, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name	Address
Paul J. Witherow a/k/a Paul J. Witherow, Jr.	11096 Baumgardner Lane Waynesboro, PA 17268
Della M. Witherow	11096 Baumgardner Lane Waynesboro, PA 17268

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

Name	Address
Paul J. Witherow a/k/a Paul J. Witherow, Jr.	11096 Baumgardner Lane Waynesboro, PA 17268
Della M. Witherow	11096 Baumgardner Lane Waynesboro, PA 17268

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

**Falls Creek Borough Municipal Authority**  
**117 Taylor Avenue**  
**Falls Creek, PA 15840**

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

Name	Address
------	---------

Plaintiff herein.

Exhibit A

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

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

Name	Address
------	---------

None

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

Name	Address
------	---------

Tenant(s)	36 Taylor Avenue, Falls Creek, PA 15840
-----------	--

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

Commonwealth of Pennsylvania,

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

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

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

Commonwealth of Pennsylvania  
Inheritance Tax Office

1400 Spring Garden Street  
Philadelphia, PA 19130

Internal Revenue Service  
Federated Investors Tower

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

Commonwealth of PA  
Bureau of Individual Tax  
Inheritance Tax Division

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

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

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

Exhibit A

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 3, 2005

DATE



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**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

vs.

Paul J. Witherow, Jr. and Della M. Witherow,  
h/w

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER: 05-648-CD

DATE: October 3, 2005

Exhibit B

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Paul J. Witherow, Jr. and Della M. Witherow, h/w

PROPERTY: 36 Taylor Avenue, Falls Creek, PA 15840

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **November 4, 2005**, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

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  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation  
☐ Express Mail  
☐ Insured

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

Actual Val  
of Register  
\$907.90

Postage

Addressee Name, Street and PO Address

Falls Creek Borough Municipal Authority  
117 Taylor Avenue  
Falls Creek, PA 15840

Article Number

1 Beneficial v. Witherow

2

3

4

5

6

7

8

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10

11

12

13

14

15

Total Number of Pieces  
Listed by Sender

1

Total Number of Pieces  
Received at Post Office

ONE

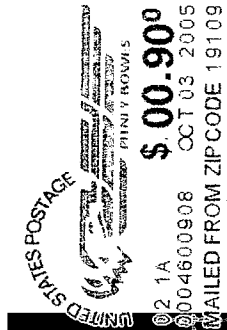
Postmaster, Per (Name of receiving  
employee)

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500, but optional Extra Mail Insurance coverage is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R800, S913, and S921 for limitations of COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Exhibit B



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

DOCKET # 20194  
NO: 05-648-CD

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

vs.  
DEFENDANT: PAUL J. WITHEROW, JR. AND DELLA M. WITHEROW, H/W

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/23/2005

LEVY TAKEN 09/16/2005 @ 2:00 PM

POSTED 09/16/2005 @ 2:00 PM

SALE HELD 11/04/2005

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/17/2006

DATE DEED FILED 01/17/2006

PROPERTY ADDRESS 36 TAYLOR AVENUE FALLS CREEK , PA 15840

**SERVICES**

09/29/2005 @ 9:25 AM SERVED PAUL J. WITHROW A/K/A PAUL J. WITEROW, JR.

FRANKLIN COUNTY SERVED PAUL J. WITHEROW, JR, DEFENDANT, AT FRANKLIN CO. SHERIFF'S OFFICE, 157 LINCOLN WAY EAST, CHAMBERSBURG, PA 17201 BY HANDING TO PAUL J. WITHEROW, JR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

10/04/2005 @ 11:29 AM SERVED DELLA M. WITHEROW

FRANKLIN COUNTY SERVED DELLA M. WITHEROW, DEFENDANT, AT HER PLACE OF EMPLOYMENT, 1111 BUCHANAN TRAIL EAST, WAYNESBORO, PENNSYLVANIA BY HANDING TO DELLA M. WITHEROW

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

SEPTEMBER 19, 2005 DEPUTIZED FRANKLIN COUNTY TO SERVE DELLA M. AND PAUL J. WITHEROW.

**FILED**  
01/13/2006  
JAN 17 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20194  
NO: 05-648-CD

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

vs.

DEFENDANT: PAUL J. WITHEROW, JR. AND DELLA M. WITHEROW, H/W

Execution REAL ESTATE

SHERIFF RETURN

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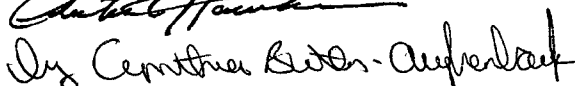
SHERIFF HAWKINS \$227.26

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
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.: 2005-00648-CD

Paul J. Witherow, Jr. and  
Della M. Witherow

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

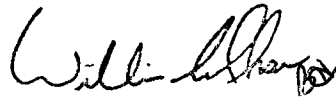
To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of Pennsylvania, Plaintiff(s) from PAUL J. WITHEROW, JR. and DELLA M. WITHEROW, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property 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: \$83,749.96  
INTEREST from 6/17/2005  
(Per diem \$13.76): \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/23/2005

PAID: \$125.00  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 23rd day  
of June A.D. 2005  
At 1:30 A.M. P.M.

Charles A. Humber  
Sheriff Joy Cynthia Butler-Cayton

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



## LEGAL DESCRIPTION

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

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

Map #128-A2-664-6

Being Known As: 36 Taylor Avenue, Falls Creek, PA 15840.

To be sold as the property of Paul J. Witherow a/k/a Paul J. Witherow, Jr. and Della M. Witherow

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME PAUL J. WITHROW A/K/A PAUL J. WITEROW, JR.

NO. 05-648-CD

NOW, January 17, 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 November 04, 2005, I exposed the within described real estate of Paul J. Witherow, Jr. And Della M. Witherow, H/W to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	17.82
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$227.26**

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	83,749.96
INTEREST @ 13.7600 %	1,926.40
FROM 06/17/2005 TO 11/04/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST \$85,716.36**

**COSTS:**

ADVERTISING	300.16
TAXES - COLLECTOR	153.68
TAXES - TAX CLAIM	2,385.93
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	227.26
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS \$3,510.03**

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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

05 - 226T  
*Franklin*

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

PAGE 20194

TERM & NO. 05-648-CD

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

vs.  
PAUL J. WITHEROW, JR. AND DELLA M. WITHEROW, H/W

**RECEIVED**  
SEP 22 2005  
*1510 hrs.*  
FRANKLIN COUNTY SHERIFF'S OFFICE

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ~~SEPT. 19, 2005~~**

**MAKE REFUND PAYABLE TO ATTY OFFICE: TERRENCE J. MCCABE**  
**RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** DELLA M. WITHEROW

**ADDRESS:** 11096 BUMGARDNER LANE  
WAYNESBORO, PA 17268

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, September 19, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

*10/3/05*  
*per Gloria Mitchell at*  
*McCabe*  
*Wheisig & Conway*  
*9/22/05*  
*R*



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20194

TERM & NO. 05-648-CD

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

vs.

PAUL J. WITHEROW, JR. AND DELLA M. WITHEROW, H/W

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: SEPT. 19, 2005**

**MAKE REFUND PAYABLE TO ATTY OFFICE: TERRENCE J. MCCABE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** PAUL J. WITHROW A/K/A PAUL J. WITEROW, JR.

**ADDRESS:** 11096 BAUMGARDNER LANE  
WAYNESBORO, PA 17268

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FRANKLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, September 19, 2005.

RECEIVED  
SEP 22 2005  
1510 hrs.

FRANKLIN COUNTY SHERIFF'S OFFICE

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00226 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLIN

BENEFICIAL CONSUMER DISCOUNT

VS

PAUL J AND DELLA M WITHEROW

WILLIAM M KAUFFMAN, Deputy Sheriff of FRANKLIN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within NOTICE OF SHERIFF SALE was served upon  
WITHEROW DELLA M the  
DEFENDANT, at 0011:29 Hour, on the 4th day of October, 2005  
at PLACE OF EMPLOYMENT 1111 BUCHANAN TRAIL EAST  
WAYNESBORO, PA 17268 by handing to  
DELLA M WITHEROW

a true and attested copy of NOTICE OF SHERIFF SALE together with

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

Sheriff's Costs:

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

So Answers:

WILLIAM M KAUFFMAN

By William M Kauffman  
Deputy Sheriff

10/04/2005

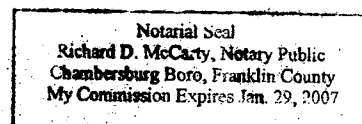
MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 4th day of

October, 2005 A.D.

Richard D. McCarty  
Notary



SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00226 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FRANKLIN

BENEFICIAL CONSUMER DISCOUNT

VS

PAUL J AND DELLA M WITHEROW

WILLIAM M KAUFFMAN, Deputy Sheriff of FRANKLIN

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

says, the within NOTICE OF SHERIFF SALE was served upon

WITHEROW DELLA M the

DEFENDANT, at 0011:29 Hour, on the 4th day of October, 2005

at PLACE OF EMPLOYMENT 1111 BUCHANAN TRAIL EAST

WAYNESBORO, PA 17268 by handing to

DELLA M WITHEROW

a true and attested copy of NOTICE OF SHERIFF SALE together with

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

Sheriff's Costs:

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

So Answers:

WILLIAM M KAUFFMAN

By William M Kauffman  
Deputy Sheriff

10/04/2005

MCCABE WEISBERG AND CONWAY

Sworn and Subscribed to before

me this 4<sup>th</sup> day of

&00

October, 2005 A.D.

Richard D. McCarty  
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