

06-1461-CD  
Beneficial Con. Disc. Vs Sandra Kramer

2006-1461-CD  
Beneficial Consumer vs Sandra Kramer

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17516  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

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

Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

Attorneys for Plaintiff

FILED Atty pd. 85.00  
M 03/24/01  
SEP 08 2001 ICC Shff

William A. Shaw  
Prothonotary/Clerk of Courts  
iCC Atty

Clearfield County  
Court of Common Pleas

Number 06-14601-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 comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
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**123 South Broad Street, Suite 2080**  
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**Attorneys for Plaintiff**

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

v.

Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Sandra Kramer, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 121 Olive Avenue, Du Bois, PA 15801.

3. On 01/15/2002, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200200956.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 121 Olive Avenue, Du Bois, PA 15801.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/22/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 48,767.88
Interest through 08/03/2006	\$ 7,772.30
(Plus \$ 13.40 per diem thereafter)	
Attorney's Fee	\$ 2,436.89
Corporate Advance	\$ 252.36
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 59,779.43

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$59,779.43, together with interest at the rate of \$13.40 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

**VERIFICATION**

The undersigned, Margaret Gairo, Esquire, hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts are true and correct to the best of his/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.

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

BY: Margaret Gairo  
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**SCOTT T. TAGGART, ESQUIRE**  
**ANGELA M. MICHAEL, ESQUIRE**

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200956  
RECORDED ON  
Jan 17, 2002  
12:14:53 PM  
Total Pages: 7

02 JAN 24 AM 7:53

711723

**MORTGAGE**

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

THIS MORTGAGE is made this day 15TH of JANUARY 2002, between the Mortgagor, SANDRA KRAMER, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 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 \$ 50,154.95, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 15, 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 JANUARY 15, 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 CITY OF DUBOIS, WARD 4, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/17/1989 AND RECORDED 08/22/1989, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1298 AND PAGE 510. TAX MAP OR PARCEL ID NO.: 7.4-3-743  
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\* ORIGINAL

**Exhibit A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Sandra Kramer*  
Sandra Kramer - Borrower

- Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: Beneficial Consumer Discount Co.  
d/b/a Beneficial Mortgage Company of Pennsylvania, 90 Beaver Drive, DuBois, PA 15801

On behalf of the Lender. By: Teddylynn A. Hoover Title: SA

COMMONWEALTH OF PENNSYLVANIA, County ss: Clearfield

I, Teddylynn A. Hoover a Notary Public in and for said county and state, do hereby certify that Sandra Kramer

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

Given under my hand and official seal, this 15 th day of January, 2002.

My Commission expires:

*Teddylynn A. Hoover*  
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)

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

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\*K85AF462EP96MTG9000PA0012A7D\*\*KRAMER

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**FILED**

**SEP 08 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101911  
NO: 06-1461-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: SANDRA KRAMER

FILED  
OCT 11 2006  
NOV 02 2006

SHERIFF RETURN

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, September 14, 2006 AT 9:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA KRAMER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA KRAMER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	84138	10.00
SHERIFF HAWKINS	MCCABE	84138	35.91

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Mauler Hays*  
Chester A. Hawkins  
Sheriff

**FILED**

**NOV 02 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.

Sandra Kramer

Number 06-1461CD

**ORDER**

And now this                    day of                    2006, it is hereby ordered that the Prothonotary accept the verification of counsel for the plaintiff in lieu of the sheriff's return of service and the Prothonotary further accept the Praeclipe of Default Judgment and Assessment of Damages and all subsequent filings.

BY THE COURT:

J.

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

Attorney for Plaintiff

FILED *acc*  
M 11/4/06 7:01 Atty  
OCT 24 2006 McCabe  
William A. Shaw  
Prothonotary/Clerk of Courts  
*6K*

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

v.

Sandra Kramer

Clearfield County  
Court of Common Pleas

Number 06-1461-CD

**MOTION FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES**

- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant on September 14, 2006.
- 4) The Sheriff has not been able to file with the Prothonotary forthwith a return of service as required by Pennsylvania Rule of Civil Procedure 405(a)(e).
- 5) Plaintiff attempted to file its Praeclipe for Default Judgment and Assessment of Damages.
- 6) The Default Judgment has been rejected by the Prothonotary for the noncompliance by the Sheriff with Pennsylvania Rule of Civil Procedure 405(a)(e).
- 7) All other Pennsylvania Rules of Civil Procedure have been complied with.
- 8) Plaintiff rights are being prejudiced.

- 9) Pennsylvania Rule of Civil Procedure are not to be strictly construed.
- 10) The verification of the Plaintiff is attached setting forth that service was made.
- 11) The aforesaid verification should suffice as substantially compliant with Pennsylvania Rule of Civil Procedure 405(a)(e).

Wherefore, Plaintiff prays that an order be entered. Ordering the Prothonotary to accept Plaintiff's verification as compliant with the above cited rule therefore allowing the Prothonotary to accept Plaintiff's Praeclipe to Default Judgment, and all other subsequent filings.

*T. McCabe*  
TERRENCE J. McCABE, ESQUIRE

VERIFICATION

I, Terrence J. McCabe certifies to the best of his knowledge information and belief that the Sheriff of Clearfield County has served the defendant in the above-captioned matter on the 14th day September, 2006.

October 23, 2006  
DATE

T. McCabe  
TERRENCE J. MCCABE, ESQUIRE

**FILED**

**OCT 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

BENEFICIAL CONSUMER DISCOUNT COMPANY \*  
d/b/a BENEFICIAL MORTGAGE COMPANY of \*  
PENNSYLVANIA \*  
vs. \*  
SANDRA KRAMER \*

NO. 06-1461-CD

ORDER

NOW, this 6<sup>th</sup> day of November, 2006, the Court having verified that the Sheriff's Return of Service was filed on November 2, 2006, the Plaintiff's request that the Prothonotary accept the verification of counsel for the Plaintiff in lieu of the Sheriff's Return of Service is rendered MOOT.

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
01400/51  
NOV 06 2006  
ICC Ame  
McCabe  
ICC Def.-  
William A. Shaw  
Prothonotary/Clerk of Courts  
121 Olive Ave.  
DuBois, PA  
15801  
(60)

**FILED**

**NOV 06 2006**

**William A. Shaw  
Prothonotary/Clerk of Courts**

DATE: 11/06/06

       You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s) X Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_

X Defendant(s)        Defendant(s) Attorney \_\_\_\_\_

Special Instructions:

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

William A. Shaw  
Prothonotary

To: Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 06-1461-CD

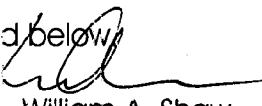
FILED

NOV 13 2006  
M 11:35 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT TO DEFENDANT

NOTICE

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

  
William A. Shaw  
Prothonotary

Judgment by Default 61,196.03  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg,  
& Conway, P.C., at (215) 790-1010.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

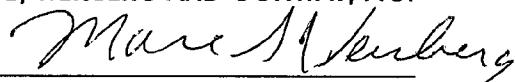
TO THE PROTHONOTARY:

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

Principal	\$	59,779.43
Interest 08/04/2006 to 11/10/2006	\$	1,326.60
Costs	\$	
Total	\$	61,106.03

McCABE, WEISBERG AND CONWAY, P.C.

BY:

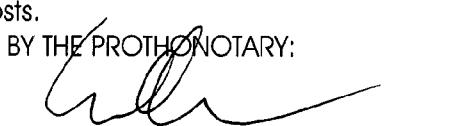


Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

AND NOW, this 13<sup>th</sup> day of November, 2006, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Sandra Kramer and damages are assessed in the amount of \$61,106.03, plus interest and costs.

BY THE PROTHONOTARY:



**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
**(215) 790-1010**

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 06-1461-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
ss.  
COUNTY OF PHILADELPHIA

The undersigned, being duly sworn according to law, deposes and says that the Defendant, Sandra Kramer, 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, Sandra Kramer, is over eighteen (18) years of age, and resides as follows. A copy of the request for Military status is attached as Exhibit "A".

Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

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

BY:

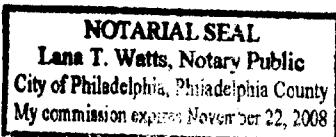
*Marc S. Weisberg*

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10th DAY  
OF NOVEMBER, 2006.

*Sandra L. Watts*  
NOTARY PUBLIC



Department of Defense Manpower Data Center

OCT-31-2006 08:10:47



## Military Status Report

Pursuant to the Servicemembers Civil Relief Act

**Exhibit A**

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
KRAMER	Sandra		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

---

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the

"defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

**Exhibit A**

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:VRJQGXGXDC*

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

**CERTIFICATION**

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

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

BY:

*Marc S. Weisberg*  
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10th DAY  
OF NOVEMBER, 2006.

*Lana T. Watts*  
NOTARY PUBLIC

**NOTARIAL SEAL**  
Lana T. Watts, Notary Public  
City of Philadelphia, Philadelphia County  
My commission expires November 22, 2008

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

William A. Shaw  
Prothonotary

October 5, 2006

To: Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

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

vs.  
Sandra Kramer

Clearfield County  
Court of Common Pleas

Number 06-1461-CD

**Exhibit A**

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

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

TJM/rda

**This is an attempt to collect a debt. Any information obtained will be used for that purpose.**

**VERIFICATION**

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

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

BY: Marc S. Weisberg

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

William A. Shaw  
Prothonotary/Clerk of Courts

NOV 13 2006

FILED

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

BENEFICIAL CONSUMER DISCOUNT COMPANY \*  
d/b/a BENEFICIAL MORTGAGE COMPANY of \*  
PENNSYLVANIA \*

vs.

SANDRA KRAMER \*

\* NO. 06-1461-CD

ORDER

NOW, this 6<sup>th</sup> day of November, 2006, the Court having verified that the Sheriff's Return of Service was filed on November 2, 2006, the Plaintiff's request that the Prothonotary accept the verification of counsel for the Plaintiff in lieu of the Sheriff's Return of Service is rendered MOOT.

/s/ Fredric J. Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

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

NOV 06 2006

Attest.

*William G. Ammerman*  
Prothonotary/  
Clerk of Courts

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

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

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

The Undersigned attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing address of the Defendant is:

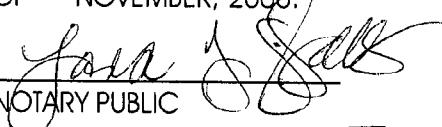
Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

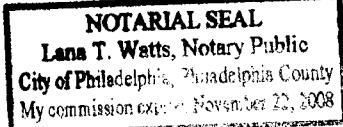
**McCABE, WEISBERG AND CONWAY, P.C.**

BY: Marc S. Weisberg  
Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10th DAY  
OF NOVEMBER, 2008.

  
NOTARY PUBLIC



# Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

**FILED**

NOV 13 2006  
AM 12:05 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Court +  
6 weeks to  
return

## PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:  
Issue Writ of Execution in the above matter

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

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

121 OLIVE AVENUE, DU BOIS, PA 15801

(Specifically described property)  
(If space insufficient, attach extra sheets)

5.	Amount Due	\$	61,106.03
	Interest from 11/11/2006 to	\$	
	DATE OF SALE	\$	
	plus \$10.04 per diem thereafter	\$	Plus Costs
Total			

Prothonotary costs \$ 125.00

McCABE, WEISBERG AND CONWAY, P.C.

BY: Marc S. Weisberg

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

06-1461-CD  
NO.                   TERM

NO.                   TERM

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

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

VS.

Sandra Kramer  
**Praecipe for Writ of Execution**

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

BY:

Marc S. Weisberg

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE**  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
Tel: 215 790 1010

RECEIVED WRIT THIS       DAY

OF                   A.D.

AT                   M

Sheriff

**(MORTGAGE FORECLOSURE)**

EXECUTION DEBT	61,106.03
INTEREST	Interest from 11/11/2006 to DATE OF SALE plus \$10.04 per diem thereafter

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING known as Lot No. 73 in Knarr's Addition to the City of DuBois, being 50 feet front on Olive Avenue and 170 feet deep, more or less. Containing 8,500 square feet, more or less.

PARCEL NO. 7-4-03-743

BEING KNOWN AS 121 OLIVE AVENUE, DU BOIS, PA 15801.

SEIZED, taken in execution to be sold as the property of SANDRA KRAMER at the suit of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. JUDGMENT NO. 06-1461-CD

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Attorneys for Plaintiff

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

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

The Undersigned attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing address of the Defendant is:

Sandra Kramer  
121 Olive Avenue  
Du Bois, PA 15801

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

BY: Marc S. Weisberg  
Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10th DAY  
OF NOVEMBER, 2006.

Sandra T. Watts  
NOTARY PUBLIC

**NOTARIAL SEAL**  
Lana T. Watts, Notary Public  
City of Philadelphia, Philadelphia County  
My commission expires November 22, 2008

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING known as Lot No. 73 in Knarr's Addition to the City of DuBois, being 50 feet front on Olive Avenue and 170 feet deep, more or less. Containing 8,500 square feet, more or less.

PARCEL NO. 7-4-03-743

BEING KNOWN AS 121 OLIVE AVENUE, DU BOIS, PA 15801.

SEIZED, taken in execution to be sold as the property of SANDRA KRAMER, at the suit of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. JUDGMENT NO. 06-1461-CD

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

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The Undersigned attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 121 Olive Avenue, Du Bois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Sandra Kramer	121 Olive Avenue Du Bois, PA 15801

2. Name and address of Defendant in the judgment:

Name	Address
Sandra Kramer	121 Olive Avenue Du Bois, PA 15801

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

Name	Address
None Known	

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

Name	Address
Plaintiff Herein	
Beneficial Consumer Discount Company	d/b/a Beneficial Mortgage Co. Of Pennsylvania 90 Beaver Drive, Suite 114 C Dubois, PA 15801

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

Name	Address
None Known	

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

Name	Address
Clearfield County Tax Claim Bureau	Tax Claim Bureau 230 E. Market Street, Suite 121 Clearfield, PA 16830

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

Name	Address
Tenant/Occupants	121 Olive Avenue, Du Bois, PA 15801
George Kramer	121 Olive Avenue DuBois, PA 15801

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222

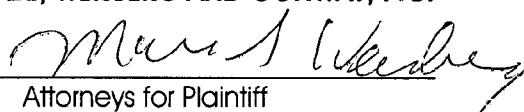
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

November 10, 2006

DATE

McCABE, WEISBERG AND CONWAY, P.C.

BY:



Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

## **LEGAL DESCRIPTION**

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PARCEL NO. 7-4-03-743

BEING KNOWN AS 121 OLIVE AVENUE, DU BOIS, PA 15801.

SEIZED, taken in execution to be sold as the property of SANDRA KRAMER, at the suit of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. JUDGMENT NO. 06-1461-CD

**Exhibit A**

Prothonotary/Clerk of Courts  
William A. Shaw

NOV 13 2006

FILED

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

Beneficial Consumer Discount Company,

Vs.

NO.: 2006-01461-CD

Sandra Kramer,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from SANDRA KRAMER, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Legal 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: \$61,106.03  
INTEREST: From 11/11/06 to Date of Sale plus  
\$10.04 per diem thereafter  
ATTY'S COMM:  
DATE: 11/13/2006

PROTHONOTARY'S COSTS 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: Marc S. Weisberg, Esq.  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
215-790-1010

Sheriff

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING known as Lot No. 73 in Knarr's Addition to the City of DuBois, being 50 feet front on Olive Avenue and 170 feet deep, more or less. Containing 8,500 square feet, more or less.

PARCEL NO. 7-4-03-743

BEING KNOWN AS 121 OLIVE AVENUE, DU BOIS, PA 15801.

SEIZED, taken in execution to be sold as the property of SANDRA KRAMER, at the suit of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. JUDGMENT NO. 06-1461-CD

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

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

**Plaintiff**

Y.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

## CLEARFIELD COUNTY

Number 06-1461-CD

FILED NO  
MT 11/16/2006 cc  
DEC 11 2006  
(S)

William A. Shaw  
Prothonotary/Clerk of Courts

The Undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 4th day of December , 2006, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

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

McCABE, WEISBERG AND CONWAY, P.C.

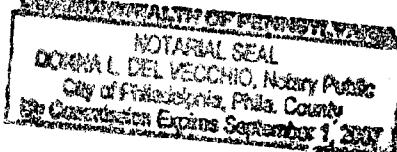
BY

Atorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 4TH DAY  
OF DECEMBER, 2006.

NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

AFFIDAVIT PURSUANT TO RULE 3129

The Undersigned, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 121 Olive Avenue, Du Bois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Scndra Kramer	121 Olive Avenue Du Bois, PA 15801

2. Name and address of Defendant in the judgment:

Name	Address
Scndra Kramer	121 Olive Avenue Du Bois, PA 15801

**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 \_\_\_\_\_

None Known

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 Co. Of  
Pennsylvania  
90 Beaver Drive, Suite 114 C  
Dubois, PA 15801

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None Known

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

Name \_\_\_\_\_ Address \_\_\_\_\_

## Clearfield County Tax Claim Bureau

Tax Claim Bureau  
230 E. Market Street, Suite 121  
Clearfield, PA 16830

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

Name \_\_\_\_\_ Address \_\_\_\_\_

### Tenant/Occupants

121 Olive Avenue,  
Du Bois, PA 15801

George Kramer

121 Olive Avenue  
DuBois, PA 15801

**Exhibit A**

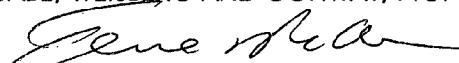
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222

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

December 4, 2006

DATE

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

**Exhibit A**

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

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

Plaintiff

v.

Sandra Kramer

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1461-CD

DATE: December 4, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sandra Kramer

PROPERTY: 121 Olive Avenue, Du Bois, PA 15801

IMPROVEMENTS: Residential Dwelling

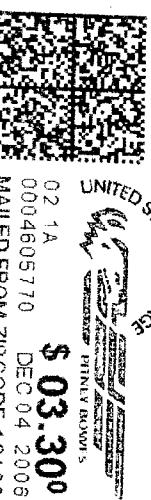
The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, February 2, 2006, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

**Exhibit B**

Name and Address of Sender  
 NoCafe, Weisberg and Conway, P.C.  
 123 S Broad St., Suite 2080  
 Philadelphia, PA 19109  
**ATTN: Charlynn Mills 29526**

Line	Article Number	Check type of mail or service: <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	□ Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation	Postage	Fee	Handling Charge	Date of Receipt
1	Beneficial v. Kramer	<b>Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. Of Pennsylvania 90 Beaver Drive, Suite 114 C Dubois, PA 15801</b>					
2		<b>Clearfield County Tax Claim Bureau Tax Claim Bureau 230 E Market Street, Suite 121 Clearfield, PA 16830</b>					
3		<b>Tenant/Occupants 121 Olive Avenue DuBois, PA 15801</b>					
4		<b>George Kramer 121 Olive Avenue DuBois, PA 15801</b>					
5		<b>Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105</b>					
6		<b>Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130</b>					
7		<b>Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128</b>					
8		<b>Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486</b>					



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

# Exhibit B

9	Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830													
10	United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219													
11	Internal Revenue Service Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222													
	Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	<p>Postmaster, Per <i>Name of receiving employee</i>)</p> <p>The full declaration of value is required on all domestic and international pieces of mail. The maximum indemnity payable for the reconstruction of non-negotiable document value Express Mail document reconstruction insurance is \$100 per piece subject to additional limitations for multiple pieces. In the case of damage to a single catastrophic document, the maximum indemnity payable is \$25,000 per piece. Express Mail is not available for International Mail. Domestic Mail is not available for International Mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p>											
	11													

PS Form 3877, February, 2005

Complete by Typewriter, Ink or Ball Point Pen

**FILED**

**DEC 11 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20476  
NO: 06-1461-CD

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

vs.

DEFENDANT: SANDRA KRAMER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 11/13/2006

LEVY TAKEN 11/17/2006 @ 12:35 PM

POSTED 11/17/2006 @ 12:35 PM

SALE HELD

SOLD TO

WRIT RETURNED 10/25/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

11/17/2006 @ 12:35 PM SERVED SANDRA KRAMER

SERVED SANDAR KRAMER, DEFENDANT, AT HER RESIDENCE 121 OLIVE AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA KRAMER

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

NOW, FEBRUARY 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2, 2007 TO MAY 4, 2007.

@ SERVED

NOW, APRIL 30, 2007 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 4, 2007 DUE TO A BANKRUPTCY FILING.

**FILED**  
OCT 25 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20476

NO: 06-1461-CD

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

VS.

DEFENDANT: SANDRA KRAMER

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$209.28

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Amber Beter-Aughard*  
Chester A. Hawkins  
Sheriff

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

Beneficial Consumer Discount Company,

Vs.

NO.: 2006-01461-CD

Sandra Kramer,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from SANDRA KRAMER, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Legal 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;

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AMOUNT DUE/PRINCIPAL: \$61,106.03  
INTEREST: From 11/11/06 to Date of Sale plus  
\$10.04 per diem thereafter

ATTY'S COMM:  
DATE: 11/13/2006

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$

OTHER COSTS: \$

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

Received this writ this 13<sup>th</sup> day  
of November A.D. 2006  
At 3:15 A.M./P.M.

Charles A. Hawkins  
Sheriff of Clearfield County - Alpha

Requesting Party: Marc S. Weisberg, Esq.  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
215-790-1010

## LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING known as Lot No. 73 in Knarr's Addition to the City of DuBois, being 50 feet front on Olive Avenue and 170 feet deep, more or less. Containing 8,500 square feet, more or less.

PARCEL NO. 7-4-03-743

BEING KNOWN AS 121 OLIVE AVENUE, DU BOIS, PA 15801.

SEIZED, taken in execution to be sold as the property of SANDRA KRAMER, at the suit of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. JUDGMENT NO. 06-1461-CD

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SANDRA KRAMER NO. 06-1461-CD

NOW, October 24, 2007, 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 , I exposed the within described real estate of Sandra Kramer to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

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

RDR SERVICE	15.00	DEBT-AMOUNT DUE	61,106.03
MILEAGE	15.00	INTEREST @ 10.0400	(7,355,565.00)
LEVY	16.91	FROM 11/11/2006 TO	
MILEAGE	15.00	ATTORNEY FEES	
POSTING	16.91	PROTH SATISFACTION	
CSDS	15.00	LATE CHARGES AND FEES	
COMMISSION	10.00	COST OF SUIT-TO BE ADDED	
POSTAGE	0.00	FORECLOSURE FEES	
HANDBILLS	5.46	ATTORNEY COMMISSION	
DISTRIBUTION	15.00	REFUND OF ADVANCE	
ADVERTISING	25.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	(\$7,294,439.01)
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	1,007.85
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$209.28	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	209.28
REGISTER & RECORDER		LEGAL JOURNAL COSTS	108.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,590.13

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

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 RITA C. BUSCHER\*\*  
 MONICA G. CHRISTIE +  
 LISA L. WALLACE++  
 ANDREW L. MARKOWITZ  
 FRANK DUBIN  
 BRENDA L. BROGDON\*  
 BONNIE DAHL\*  
 SCOTT TAGGART\*  
 ANGELA M. MICHAEL  
 MATTHEW DITRAPANI\*  
 WILLIAM FOLEY^  
 ROBERT W. CUSICK \*

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 + Licensed in PA & NM  
 ++ Licensed in PA & WA  
 \*\*\* Licensed in PA, NJ & NY  
 ^ Licensed in NY & CT  
 + Licensed in NY  
 1 Managing Attorney for NJ  
 2 Managing Attorney for NY

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

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

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

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

*Of Counsel*  
 JOSEPH F. RIGA\*

April 30, 2007

Sheriff of Clearfield County  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Sandra Kramer  
 Clearfield County; Court of Common Pleas; No. 06-1461-CD  
 Premises: 121 Olive Avenue, Du Bois, PA, 15801  
Date of Sheriff's Sale: May 4, 2007 (continued from February 2, 2007)

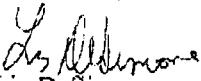
Dear Sheriff:

As you know, the above-captioned property is currently listed for the May 4, 2007 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Defendant filed a Chapter 13 bk on February 1, 2007 in the Western District of PA., bk# 07-70095, and said BK is still active.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

  
 Liz DeSimone  
 Legal Assistant

**SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
 SHERIFF'S OFFICE-RECEIVED BY:**

**SIGNATURE**

**DATE**

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

TERRENCE J. McCABE

SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19109  
 (215) 790-1010  
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SUITE 205  
 53 WEST 36<sup>TH</sup> STREET  
 NEW YORK, NY 10018  
 (917) 351-1188  
 FAX (917) 351-0363

February 1, 2007

Sheriff of Clearfield County  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

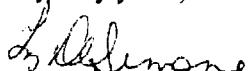
Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of  
 Pennsylvania vs. Sandra Kramer  
 Clearfield County; Court of Common Pleas; No. 06-1461-CD  
 Premises: 121 Olive Avenue, Du Bois, PA, 15801

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the February 2, 2007 Sheriff's Sale. I am requesting at this time that you postpone this matter to the May 4, 2007 Sheriff's Sale.

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

Very truly yours,

  
 Liz DeSimone  
 Legal Assistant

**SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915**  
**SHERIFF'S OFFICE-RECEIVED BY:**

**SIGNATURE****DATE**

**FILED**

OCT 25 2007

William A. Shaw  
Prothonotary/Clerk of Courts