

07-1193-CD
Beneficial Cons. Disc vs A. Franks

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
961 Weigel Drive
Elmhurst, IL 60126

v.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
107 Fairview Road
Osceola Mills, PA 16666
and
Lucinda A. Sosksi a/k/a Lucinda Alferetta
Sosksi
231 1/2 Hazel Street
Clearfield, PA 16830

Clearfield County
Court of Common Pleas

FILED
MAY 4 2007
JUL 27 2007
WM
William A. Shaw
Prothonotary/Clerk of Courts
3 CC Sheriff
Atty pd. 85.00

Number 07-1193-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

Clearfield County
Court of Common Pleas

v.

Anthony L. Franks, Sr. a/k/a
Anthony L. Frank
107 Fairview Road
Osceola Mills, PA 16666

Number

and

Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski
231 ½ Hazel Street
Clearfield, PA 16830

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Anthony L. Franks, Sr. a/k/a Anthony L. Frank, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 107 Fairview Road, Osceola Mills, PA 16666.

3. The Defendant is Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 231 ½ Hazel Street, Clearfield, PA 16830.

4. On 10/23/2000, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County as Instrument Number 200016251.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 531 C Fairview Road n/k/a 107 Fairview Road, Osceola Mills, PA 16656, Parcel # 112-O13-230.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/27/2007 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	\$ 74,312.71
Interest through 07/27/2007	\$ 14,677.23
(Plus \$ 24.93 per diem thereafter)	
Attorney's Fee	\$ 3,715.64
Late Charges	\$ 312.96
Corporate Advances	\$ 235.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 93,453.54

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 \$93,453.54, together with interest at the rate of \$24.93 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: 
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney 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 based on the information from the Plaintiff, who is not available to sign this, 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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

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

711806 -00 - 530495

MORTGAGE

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

THIS MORTGAGE is made this day 23RD of OCTOBER 20 00, between the Mortgagor, LUCINDA A. SOCOSKI AND ANTHONY L. FRANKS, SR., NOT STATED
A/K/A ANTHONY L. FRANKS, SR. (herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16688 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 75,073.16 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 23, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 23, 2030;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF DECATUR
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
12/15/1998 AND RECORDED 12/22/1998, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME
199801411 AND PAGE 1, TAX MAP OR PARCEL ID NO.:
112-013-230

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200016251

RECORDED ON

Oct 31, 2000
11:16:20 AM

RECORDING FEES - \$17.00

RECORDER \$1.00

COUNTY IMPROVEMENT FUND

RECORDER \$1.00

IMPROVEMENT FUND \$0.50

STATE WRIT TAX \$0.50

TOTAL \$19.50

CUSTOMER
BENEFICIAL CONS DISC CO



01-07-00 MTG

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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.

Lucinda A. Socoski
LUCINDA A. SOCOSKI

-Borrower

Anthony L. Frank, Sr.
ANTHONY L. FRANK, SR. A/K/A
ANTHONY L. FRANK

-Borrower

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

1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

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

COMMONWEALTH OF PENNSYLVANIA,

County ss: BLAIR

I, STEPHEN C. BRACKBILL, a Notary Public in and for said county and state, do hereby certify that LUCINDA A. SOCOSKI AND ANTHONY L. FRANKS SR., A/K/A ANTHONY L. FRANK, NOT STATED 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 He Y 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

23rd

day of OCTOBER

2000

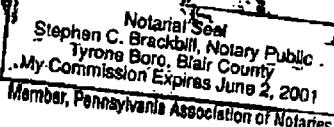
My Commission expires:

Stephen C. Brackbill
Notary Public

This instrument was prepared by:

LINDA S. MILLER

(Name)



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

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

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#F163A4DEA97MTG9000PA001286F**FRANK

FILE COPY

ALL that certain piece or parcel of land situate, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of Andrew Kechisen, and Mike and Norma J. Demchak; thence North Eight degrees thirty-two minutes West (N 8° 32' W) Fifty (50') feet to stake; thence North Three degrees Thirty-eight minutes West (N 3° 38' W) along line of land of Mike Demchak, a distance of One Hundred (100') feet to a pin corner of line of Emmet Kennal; thence along line of Emmet Kenna North Seventy-seven degrees Fifteen minutes East (N 77° 15' E) One Hundred Fifty-seven and Twenty hundredths (157.20') feet to an iron pin corner on line of land now or formerly of Thomas R. Kelce and Pauline F. Kelce; thence South Eight degrees Thirty-two minutes East (S 8° 32' E) a distance of One Hundred Fifty (150') feet to an iron pin corner; thence South Seventy-seven degrees Fifteen minutes West (S 77° 15' W) One Hundred Fifty (150') feet through land of which this is a part One Hundred Fifty (150') feet, more or less, to iron pin and place of beginning.

Right of entry to this parcel of land is granted by Grantors to Grantees from Township Road 662 along the line of land of Pauline Kelce through land of which this conveyance is a part.

BEING the same premises which became vested in Lucinda A. Socoski by Deed of Mark Socoski and Lucinda A. Socoski, dated December 4, 1997 and recorded in Clearfield County Deed Book 1893, page 346.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103035
NO: 07-1193-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: ANTHONY L. FRANKS SR. a/k/a ANTHONY L. FRANK and LUCINDA A. SOCOSKI a/k/a
LUCINDA ALFERETTA SOCOSKI

SHERIFF RETURN

NOW, August 03, 2007 AT 11:27 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
ANTHONY L. FRANKS SR. aka ANTHONY L. FRANK DEFENDANT AT 107 FAIRVIEW ROAD, OSCEOLA MILLS,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANTHONY L. FRANKS SR AKA, DEFENDANT A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE
CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
013:45 pm
DEC 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103035
NO: 07-1193-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: ANTHONY L. FRANKS SR. a/k/a ANTHONY L. FRANK and LUCINDA A. SOCOSKI a/k/a
LUCINDA ALFERETTA SOCOSKI

SHERIFF RETURN

NOW, August 10, 2007 AT 3:44 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
LUCINDA A. SOCOSKI aka LUCINDA ALFERETTA SOCOSKI DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST.,
SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUCINDA SOCOSKI,
DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103035
NO: 07-1193-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.

DEFENDANT: ANTHONY L. FRANKS SR. a/k/a ANTHONY L. FRANK and LUCINDA A. SOCOSKI a/k/a
LUCINDA ALFERETTA SOCOSKI

SHERIFF RETURN

NOW, August 10, 2007 AT 3:44 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
LUCINDA A. SOCOSKI aka LUCINDA ALFERETTA SOCOSKI DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST,
SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUCINDA SOCOSKI,
DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103035
NO: 07-1193-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: ANTHONY L. FRANKS SR. a/k/a ANTHONY L. FRANK and LUCINDA A. SOCOSKI a/k/a
LUCINDA ALFERETTA SOCOSKI

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	99592	30.00
SHERIFF HAWKINS	MCCABE	99592	70.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

FILED

DEC 28 2007

112-306

William A. Shaw

Prothonotary/Clerk of Courts

CERT COPIES + NOTICES MAILED TO

DEF'T'S ATT

LITIG

DOCKET'S

CERT TO ATTY

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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

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.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
Defendants

Attorneys for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1193-CD

PRAECLPICE FOR ENTRY OF JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendants, Anthony L. Franks, Sr.
a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a
Lucinda Alferetta Socoski in the above-captioned matter for failure to answer Complaint as required by
Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$ 93,453.54
Interest 07/28/2007 to 12/28/2007 @ \$24.93 per diem	\$ 3,839.22
Costs	\$
Total	\$ 97,292.76 (plus costs and interest)

McCABE, WEISBERG, AND CONWAY, P.C.

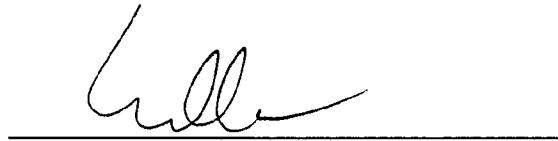
BY: _____

Attorneys for Plaintiff

ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 28 day of Dec. , 2007, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendants, Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and damages are assessed in the amount of \$97,292.76, plus interest and costs.

BY THE PROTHONOTARY:

A handwritten signature in black ink, appearing to read "Will", is written over a horizontal line.

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

William A. Shaw
Prothonotary

To: Anthony L. Franks, Sr. a/k/a Anthony L. Frank
107 Fairview Road
Osceola Mills, PA 16666

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

v.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski and Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski

Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-1193-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
Prothonotary

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

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

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

**William A. Shaw
Prothonotary**

To: Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
231 ½ Hazel Street
Clearfield, PA 16830

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

v.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski and Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski

Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No. 07-1193-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
Prothonotary**

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

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

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

**William A. Shaw
Prothonotary**

To: Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
107 Fairview Road
Osceola Mills, PA 16666

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

Plaintiff

v.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski and Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski

Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No. 07-1193-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
Prothonotary**

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and 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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

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.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1193-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 Defendants, Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski, are 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 Defendants, Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski, are over eighteen (18) years of age, and reside as follows:

Anthony L. Franks, Sr. a/k/a
Anthony L. Frank
107 Fairview Road
Osceola Mills, PA 16666

Lucinda A. Socoski a/k/a
Lucinda Alferetta Socoski
231 1/2 Hazel Street
Clearfield, PA 16830

Lucinda A. Socoski a/k/a
Lucinda Alferetta Socoski
107 Fairview Road
Osceola Mills, PA 16666

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27th DAY
OF DECEMBER , 2007.

Susan J. Markowitz
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

ANDREW L. MARKOWITZ, ESQUIRE

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
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ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

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.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski and Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski

Defendants

Attorneys for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1193-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS

I, Andrew L. Markowitz, Esquire, attorney for the Plaintiff in the within matter, being
duly sworn according to law, hereby depose and say that the last-known mailing addresses of the
Defendants are:

Anthony L. Franks, Sr. a/k/a Anthony L. Frank 107 Fairview Road Osceola Mills, PA 16666	Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski 231 1/2 Hazel Street Clearfield, PA 16830	Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski 107 Fairview Road Osceola Mills, PA 16666
--	---	---

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 26th DAY

OF DECEMBER , 2007.

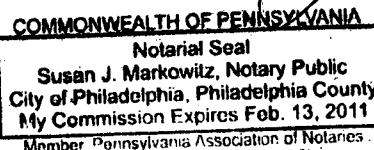
NOTARY PUBLIC

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
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE



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
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727
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.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski and Lucinda A. Socoski a/k/a Lucinda
Alferetta Socoski
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

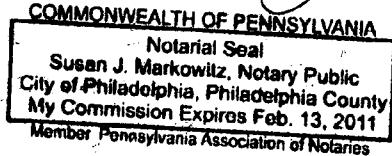
Number 07-1193-CD

CERTIFICATION

Andrew L. Markowitz, Esquire, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against them 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 26th DAY
OF DECEMBER 2007.

NOTARY PUBLIC



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
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

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

William A. Shaw
Prothonotary

September 5, 2007

To: Anthony L. Franks, Sr. a/k/a Anthony L. Frank
107 Fairview Road
Osceola Mills, PA 16666

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

Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and
Lucinda A. Soscoski a/k/a Lucinda Alferetta
Soscoski

Clearfield County
Court of Common Pleas

Number 07-1193-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARTECENCIA 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

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

TJM/kpa

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

William A. Shaw
Prothonotary

September 5, 2007

To: Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
231 ½ Hazel Street
Clearfield, PA 16803

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and
Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski

Clearfield County
Court of Common Pleas

Number 07-1193-CD

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

IMPORTANT NOTICE

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

NOTIFICACION IMPORTANTE

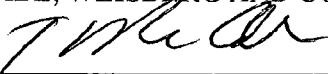
Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el tribunal podra, sin necesidad de comparecer usted en corte u oir prueba 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

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

TJM/kpa

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

William A. Shaw
Prothonotary

September 5, 2007

To: Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
107 Fairview Road
Osceola Mills, PA 16666

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
vs.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank
and
Lucinda A. Socoski a/k/a Lucinda Alferetta
Socoski

Clearfield County
Court of Common Pleas

Number 07-1193-CD

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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

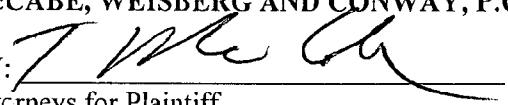
USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARTECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS 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 OTELEFONEA 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: 
Attorneys for Plaintiff

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

TJM/kpa

VERIFICATION

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

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
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

FILED

DEC 28 2007

M111451w

William A. Shaw
Prothonotary/Clerk of Courts

1 copy to attorney

ISSUAN 6 WRENTS TO
SUPER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

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

Plaintiff

v.

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski

Defendants

Number 07-1193-CD

PRAEICEPIE 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 Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski defendants, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski defendants
 - b) Against _____ Garnishee(s)

As a lis pendens against the real property of the defendants in the name of Garnishee(s) as follows:

107 FAIRVIEW ROAD, DECATUR TOWNSHIP, OSCEOLA MILLS, PA 16666

Tax Parcel No. 112-013-230

(see attached description)

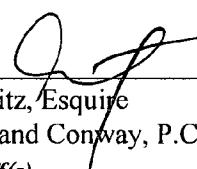
(Specifically described property)

5. Amount Due \$ 97,292.76

Interest from 12/29/2007 to DATE OF SALE \$
@ \$15.99 per diem

Costs \$

Total Prothonotary costs \$ Plus Costs


Andrew L. Markowitz, Esquire
McCabe, Weisberg and Conway, P.C.
Attorneys for Plaintiff(s)

NO. _____ TERM _____

NO. 07-1193-CD TERM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

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

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski

Præcipe For
Writ of Execution
(Mortgage Foreclosure)

Attorneys for Plaintiff
McCABE, WEISBERG AND CONWAY, P.C.

By:

J
TERRENCE J. McCABE, ESQUIRE - ID # 16490
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

FILED
DEC 28 2007
William A. Shaw
Prothonotary/Clerk of Courts

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

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

v.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

2007-1193-CD

Exec. No. _____ Term 20 _____
No. 07-1193-CD

Commonwealth of Pennsylvania: SS.
County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

107 FAIRVIEW ROAD, DECATUR TOWNSHIP, OSCEOLA MILLS, PA 16666
Tax Parcel No. 112-O13-230:

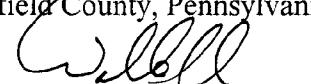
Amount Due	\$ 97,292.76
Interest from 12/29/2007 to DATE OF SALE @ \$15.99 per diem	\$
Costs	\$
Total	\$
Prothonotary costs	\$

125. -

WILLIAM A. SHAW Plus Costs
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

Dated: Dec. 29, 2007
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: 

-Deputy

NO. _____ TERM

NO. 07-1193-CD TERM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

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

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski

**Writ of Execution
(Mortgage Foreclosure)**

Attnorneys for Plaintiff
McCABE, WEISBERG AND CONWAY, P.C.

By: *John*
TERRENCE J. McCABE, ESQUIRE - ID # 16393
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34487
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of Andrew Kechisen, and Mike and Norma J. Demchak; thence North Eight (8) degrees Thirty-two (32) minutes West, Fifty (50) feet to stake; thence North Three (3) degrees Thirty-eight (38) minutes West along line of land of Mike Demchak, a distance of One Hundred (100) feet to a pin corner of line of Emmet Kenna; thence along line of Emmet Kenna North Seventy-seven (77) degrees Fifteen (15) minutes East, One Hundred Fifty-seven and Twenty Hundredths (157.20) feet to an iron pin corner on line of land now or formerly of Thomas R. Kelce and Pauline F. Kelce; thence South Eight (8) degrees Thirty-two (32) minutes East, a distance of One Hundred Fifty (150) feet to an iron pin corner; thence South Seventy-seven (77) degrees Fifteen (15) minutes West, One Hundred Fifty (150) feet through land of which this was formerly a part, One Hundred Fifty (150) feet, more or less, to iron pin and place of BEGINNING.

RIGHT OF ENTRY to this parcel of land is granted by prior Grantors in chain of title to Grantee(s) from Township Road 662 along the line of land of Pauline Kelce through land of which this conveyance was formerly a part.

BEING THE SAME PREMISES which Lucinda A. Socoski, by Deed dated December 15, 1998 and recorded December 22, 1998 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 199801411, granted and conveyed unto Lucinda A. Socoski and Anthony L. Franks, Sr.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

BEING TAX PARCEL NO. 112-O13-230.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20706

NO: 07-1193-CD

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

VS.

DEFENDANT: ANTHONY L. FRANKS, SR. A/K/A ANTHONY L. FRANK AND LUCINDA A. SOCOSKI A/K/A LUNINDA ALFERETTA SOCOSKI AND LUCINDA A. SOCOSKI A/K/A LUCINDA ALFERETTA SOCOSKI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/28/2007

LEVY TAKEN 1/25/2008 @ 11:36 AM

POSTED 1/25/2008 @ 11:32 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 5/15/2008

DATE DEED FILED **NOT SOLD**

FILED

01/10/2008
MAY 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED ANTHONY L. FRANKS, SR. A/K/A ANTHONY L. FRANK

DEPUTIES UNABLE TO SERVE ANTHONY L. FRANKS, SR. A/K/A ANTHONY L. FRANK, DEFENDNT, AT 107 FARVIEW ROAD, OSCEOLA MILLS, PENNSYLVANIA BECAUSE THE RESIDENCE IS EMPTY.

@ SERVED LUCINDA A. SOCOSKI ET AL

DEPUTIES UNABLE TO SERVE LUCINDA A. SOCOSKI, ET AL, DEFENDANT, AT 107 FAIRVIEW ROAD, OSCEOLA MILLS, PENNSYLVANIA BECAUSE THE RESIDENCE IS EMPTY.

@ SERVED

NOW, MARCH 3, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 4, 2008 BECAUSE THE PLAINTIFF DECIED THERE WAS NOT ENOUGH EQUITY TO TAKE THE PROPERTY TO SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20706

NO: 07-1193-CD

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

vs.

DEFENDANT: ANTHONY L. FRANKS, SR. A/K/A ANTHONY L. FRANK AND LUCINDA A. SOCOSKI A/K/A LUNINDA ALFERETTA SOCOSKI AND LUCINDA A. SOCOSKI A/K/A LUCINDA ALFERETTA SOCOSKI

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$205.52

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
Ivy Cynthia Better Aughabaw
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

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

v.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski
Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

2007-1193-CD
Exec. No. _____ Term 20 _____
No. 07-1193-CD _____

Commonwealth of Pennsylvania: SS.

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

107 FAIRVIEW ROAD, DECATUR TOWNSHIP, OSCEOLA MILLS, PA 16666
Tax Parcel No. 112-013-230:

Amount Due	\$ 97,292.76
Interest from 12/29/2007 to DATE OF SALE @ \$15.99 per diem	\$
Costs	\$
Total	\$
Prothonotary costs \$ 125.00	\$ WILLIAM A. SHAW Plus Costs Prothonotary My Commission Expires 1st Monday in Jan. 2010 Clearfield Co., Clearfield, PA

Dated: Dec. 28, 2007
(SEAL)

Received this writ this 28th day
of December A.D. 2007
At 3:00 A.M. (P.M.)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: W. A. Shaw -Deputy

Christopher G. Hartman
Sheriff Deputy Christopher Butler, Augmented

Sheriff John G. Hartman Deputy

At 3:00 A.M.P.M. Dec 29, 2007 day

Received this with this Dec 29th day

of December A.D. 2007 day

By: John G. Hartman

Prothonotary, Common Pleas Court of Clearfield County, Pennsylvania

Prothonotary, Common Pleas Court of Clearfield Co., Clearfield, PA

My Commission Expenses
1st Monday in Jan 2010

Prothonotary
Plus Costs

WILLIAM A. SHAW

Total Prothonotary Costs \$ 125.00

Interest from 12/29/2007 to DATE OF SALE \$ 97,292.76

Amount Due \$ 97,292.76

Costs @ \$15.99 per diem

Dated: Dec 29, 2007 (SEAL)

107 FAIRVIEW ROAD, DECATUR TOWNSHIP, OSCOEIA MILLS, PA 16666
Tax Parcel No. 112-013-230:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

Commonwealth of Pennsylvania: SS.
County of Clearfield: SS.

No. 07-1193-CD

Defendants

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and Lucimda A. Socoski a/k/a Lucimda Alfreta Socoski and

Exec. No. Term 20

Defendants

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CLEARFIELD, PENNSYLVANIA

V.

Plaintiff

P.R.C.P. 3180 to 3183 and Rule 3257

WIT OF EXECUTION -- (MORTGAGE FORCLOSURE)

NO. _____ TERM _____

NO. 07-1193-CD TERM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

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

51

Anthony L. Franks, Sr. a/k/a Anthony L. Frank and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski and
Lucinda A. Socoski a/k/a Lucinda Alferetta Socoski

Writ of Execution (Mortgage Foreclosure)

Attorneys for Plaintiff
McCABE, WEISBERG AND CONWAY, P.C.

15

By:
TERRENCE J. McCABE, ESQUIRE - ID # 16479
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34887
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 280099
KEVIN DISKIN, ESQUIRE - ID # 8677

Philadelphia, Pennsylvania 19109
(215) 790-1010

BEING TAX PARCEL NO. 112-013-230.

UNDERTAKING SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

BEING THE SAME PREMISES which Lucinda A. Socoski, by Deed dated December 15, 1998 and recorded December 22, 1998 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 199801411, granted and conveyed unto Lucinda A. Socoski and Anthony L. Franks, Sr.

RIGHT OF ENTRY to this parcel of land is granted by prior Grantors in chain of title to Grantee(s) from Township Road 662 along the line of land of Pauline Kellec through land of which this conveyance was formerly a part.

BEGINNING at an iron pin corner of Andrew Kechisen, and Mike and Norma J. Demchak, thence North Eight (8) degrees Thirty-two (32) minutes West, Fifty (50) feet to stake; thence North Three (3) degrees Thirty-eight (38) minutes West along line of land of Mike Demchak, a distance of One Hundred (100) feet to a pin corner of line of Emett Kenna; thence along line of Emett Kenna North Seventy-seven (77) degrees Fifteen (15) minutes East, One Hundred Fifty-seven and Twenty Hundreds (157.20) feet to an iron pin corner on line of land now or formerly of Thomas R. Kellec and Pauline F. Kellec; thence South Eight (8) degrees Thirty-two (32) minutes East, a distance of One Hundred Fifty (150) feet to an iron pin corner, thence South Seventy-seven (77) degrees Fifteen (15) minutes West, One Hundred Fifty (150) feet through land of which this was formerly a part, One Hundred Fifty (150) feet, more or less, to iron pin and place of BEGINNING.

ALL THAT CERTAIN piece of land situated, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

LEGAL DESCRIPTION

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ANTHONY L. FRANKS, SR. A/K/A ANTHONY L. FRANK

NO. 07-1193-CD

NOW, January 16, 2008, 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 April 04, 2008, I exposed the within described real estate of Anthony L. Franks, Sr. A/K/A Anthony L. Frank And Lucinda A. Sososki A/K/A Luninda Alferetta Sososki And Lucinda A. Sososki A/K/A Lucinda Alferetta Sososki 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:

RDR	15.00
SERVICE	15.00
MILEAGE	20.20
LEVY	15.00
MILEAGE	20.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
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/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$240.32

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	97,292.76
INTEREST @ 15.9900	1,551.03
FROM 12/29/2007 TO 04/04/2008	
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	\$98,883.79

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	240.32
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$541.32

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

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

TERRENCE J. McCABE**
MARC S. WEISBERG**
EDWARD D. CONWAY
MARGARET GAIRO
LISA L. WALLACE†
BRENDA L. BROGDON*
FRANK DUBIN
ANDREW L. MARKOWITZ
GAYL C. SPIVAK*
KEVIN DISKIN*
SCOTT TAGGART*
MARISA COHEN*
KATHERINE SANTANGINI**
JASON BROOKS*
DEBORAH K. CURRAN*
LAURA H.G. O'SULLIVAN*
STEPHANIE H. HURLEY**
ALISA LACHOW-THURSTON***

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) 858-7980
FAX (856) 858-7020

SUITE 401
145 HUGLENOT STREET
NEW ROCHELLE, NY 10801
(914) 636-8900
FAX (914) 636-8901
Also servicing Connecticut

SUITE 302
8101 SANDY SPRING ROAD
LAUREL, MD 20707
(301) 490-1196
FAX (301) 490-1568
Also servicing The District of Columbia
and Virginia

* Licensed in PA & NJ
** Licensed in PA & NY
† Licensed in NY
** Licensed in NJ
* Licensed in PA & WA
*** Licensed in PA, NJ & NY
† Licensed in NY & CT
* Licensed in MD & DC
** Licensed in MD
*** Licensed in VA
* Managing Attorney for NY
** Managing Attorney for MD

**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.
Anthony L. Franks, Sr. a/k/a Anthony L. Frank County; Court of Common Pleas; No.
Premises: RR 1 Box 531 C Fairview Road n/k/a 107 Fairview Road, Osceola Mills, PA 16666

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the April 4, 2008, Sheriff's Sale. I am requesting at this time that you stay this sale. Beneficial has decided that there is not enough equity to take the property to sale.

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. Thank you for your cooperation.

Very truly yours,

Aisha N. Glenn

Aisha N. Glenn
Legal Assistant

/ang

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

C. Anderson
SIGNATURE

3-3-08
DATE

*This is a communication from a debt collector.
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*