

07-1846-CD
Beneficial Con Disc vs Donald Wright

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
961 Weigel Drive
Elmhurst, IL 60126

Plaintiff(s)

v.

Donald L. Wright
599 East Main Street
Mahaffey, PA 15757

Defendant(s)

Clearfield County
Court of Common Pleas

Number **07-1846-CD**

CIVIL ACTION/MORTGAGE FORECLOSURE

FILED Atty pd. 85.00
M/12:47
NOV 13 2007
2CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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

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

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

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

AVISO

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

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

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

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

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 Donald L. Wright, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 599 East Main Street, Mahaffey, PA 15757.

3. On 05/28/1998, 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 1937, Page 208.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 172, 599 East Main Street, Mahaffey, PA 15757.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/02/2007 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.

6. The following amounts are due on the mortgage:

Principal Balance	\$ 30,589.77
Interest through 09/24/2007	\$ 8,356.69
(Plus \$ 10.05 per diem thereafter)	
Attorney's Fee	\$ 1,529.49
Corporate Advance	\$ 1,843.60
Title Search	\$ 200.00
GRAND TOTAL	\$ 42,519.55

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 \$42,519.55 together with interest at the rate of \$10.05 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 PA.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

OPEN-END MORTGAGE



18746870047

MTG
03THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKE

THIS MORTGAGE, entered into this 28TH day of MAY, 1998, between DONALD L. WRIGHT, hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania,
 a Pennsylvania Corporation,

having an office and place of business at 90 BEAVER DRIVE, DUBOIS, Pennsylvania,
 hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 30,000.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of MAHAFFEY, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF MAHOFFEY, WARD 00,
 IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE
 FULLY DESCRIBED IN A DEED DATED 07/12/96 AND RECORDED 04/12/96, AMONG THE
 LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1772
 AND PAGE 352.

ADDRESS: MAIN ST. BOX 172; MAHAFFEY, PA TAX MAP OR PARCEL ID NO.:
 13-C11-301-46

Municipal Tax Lot, Block, Uniform Parcel Identifier 13-C11-301-46

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1172, Page 352, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated, 19, executed by Mortgagors to, as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$, That prior mortgage was recorded on, 19, with the Recorder of the County of, Pennsylvania, in Book, Page

TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.

Exhibit A

8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note or upon this Mortgage, exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or provide for any stay of execution or other process.
11. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

DONALD L. WRIGHT (SEAL)

(SEAL)

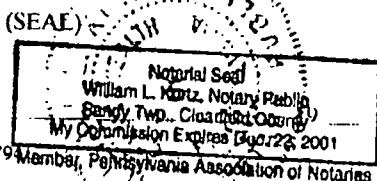
(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF CLEARFIELD)

On this the 28th day of May, 19 98, before me, William L. Kurtz
(Name of Officer)

the undersigned officer, personally appeared DONALD L. WRIGHT
(Name of Borrower)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged
that he executed the same for the purposes herein contained.
he/she/they

WITNESS my hand and seal, the day and year aforesaid.



My commission expires:

RL 4 PA 20/22/25, Ed. Nov. '94 Member, Pennsylvania Association of Notaries

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Denise M. Kahle of Beneficial Mortgage Company of PennsylvaniaMortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
90 Beaver Drive, DuBois, PA 15801Witness my hand, this 28th day of May, 1998Denise M. Kahle
Agent of MortgageeI hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.Karen L. StarckKaren L. Starck
Recorder of Deeds6-2-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:50 AM
BY Karen L. Starck
FILED 15-50
Karen L. Starck, Recorder

RL 4 PA 20/22/25, Ed. Nov. '94

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

DONALD L. WRIGHT

(Name of Mortgagee)

- to -

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY
d/b/a Beneficial Mortgage Co. of Pennsylvania

Mortgage

Address

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF _____

RECORDED on this _____ day
of _____ 19____
in the office for Recording of Deeds of this County,
in Mortgage Book No. _____, Page _____

RECORDER

Entered of Record 6-2 1998 : 8:50 AM Karen L. Starck, Recorder

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

Attorney for Plaintiff

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

Plaintiff(s)

v.

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599 East Main Street
Mahaffey, PA 15757

Defendant(s)

Clearfield County
Court of Common Pleas

Number 07-1846-CD

FILED ICC
m/12:30cm AH
FEB 19 2008
mccabe

William A. Shaw
Prothonotary/Clerk of Courts

**MOTION PURSUANT TO RULE 405(a) Pa. R. C. P.
FOR AN ORDER DIRECTING SHERIFF'S OFFICE
TO FILE A RETURN OF SERVICE**

Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, by and through its attorneys, hereby moves, pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure, for an Order directing the Office of the Sheriff of Clearfield County, its officers, deputies and agents, to complete and file with the Prothonotary of Clearfield County a return of service in this matter, and in support thereof avers as follows:

1. On November 13, 2007, plaintiff commenced this action in mortgage foreclosure against defendant, Donald L. Wright, mortgagors and last owners of record of the subject property located at P.O. Box 172, 599 East Main Street, Mahaffey, PA 15757.

2. Subsequently, on December 12, 2007, personal service of plaintiff's Complaint was made on defendant, Donald L. Wright, at P.O. Box 172, 599 East Main Street, Mahaffey, PA 15757.

3. Notwithstanding such service, the Sheriff's office has failed to file with the Office of the Prothonotary a return of said service.

4. The Office of the Prothonotary has further advised plaintiff's counsel that the Prothonotary will not enter any default judgment in favor of plaintiff in this matter in the absence of such return of service being filed with the Prothonotary by the Sheriff's office.

5. The failure of the Sheriff's office to complete and file a return of service with the Prothonotary's office for such posting has precluded plaintiff from proceeding any further in this matter to enforce its rights under the subject mortgage.

6. Accordingly, plaintiff hereby requests the Court to enter an Order directing the Office of the Sheriff, its officers, deputies and agents, to complete and file with the Prothonotary a return of service to enable plaintiff to proceed with further proceedings in this matter.

WHEREFORE, Plaintiff requests this Honorable Court to grant Plaintiff's Motion For An Order Directing Sheriff's Office to File a Return of Service and to enter an Order directing the Office of the Sheriff to file with the Prothonotary forthwith a return of service in accordance with Pa.R.C.P. 405(a).

A handwritten signature in black ink, appearing to read 'T. McCabe', is written over a horizontal line.

TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

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

Attorney for Plaintiff

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

Plaintiff(s)

v.

Donald L. Wright
599 East Main Street
Mahaffey, PA 15757

Defendant(s)

Clearfield County
Court of Common Pleas

Number 07-1846-CD

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION FOR AN ORDER DIRECTING SHERIFF TO
FILE A RETURN OF SERVICE**

Pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure,

When service of original process has been made the sheriff ...
shall make a return of service forthwith.

And, as this Rule further provides in paragraph (e):


The return of service or of no service shall be filed with the
prothonotary.

In this instance, the sheriff's office completed service on defendant, Donald L.
Wright, personally on December 12, 2007. Notwithstanding that such service has been

completed, however, the sheriff's office has failed to file with the Prothonotary the necessary return of service as required by Rule 405 Pa. R. C. P. and as a result plaintiff is unable to proceed with the filing of a judgment by default against defendant herein.

It is submitted therefore that plaintiff's Motion For An Order Directing Sheriff's Office to File Return of Service in this matter should be granted and the Sheriff's office should be directed to file with the Prothonotary's office forthwith a return of service.

An appropriate form of Order is attached hereto.


TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, 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

Plaintiff(s)

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Donald L. Wright
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Defendant(s)

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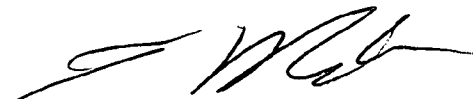
Number 07-1846-CD

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing motion pursuant to rule 405(a) Pa R.C.P. for an order directing sheriff's office to file a return of service, by United States Mail, first class, postage prepaid, on the 14th day of February, upon the following:

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

Office of Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830



TERRENCE J. McCABE, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'T. McCabe', is written above a horizontal line.

TERRENCE J. McCABE, ESQUIRE

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

Attorney for Plaintiff

Beneficial Consumer Discount
 Company d/b/a Beneficial Mortgage
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Plaintiff(s)

v.

Donald L. Wright
 599 East Main Street
 Mahaffey, PA 15757

Defendant(s)

Clearfield County
 Court of Common Pleas

Number 07-1846-CD

ORDER

AND NOW, this 19th day of FEBRUARY, 2008, upon due consideration of Plaintiff's Motion For an Order Directing Sheriff's Office to File Return of Service pursuant to Rule 405 (a) Pa. R. C. P., and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion is hereby GRANTED and the Sheriff of Clearfield County, his officers, deputies and agents, be and are hereby directed to proceed forthwith with the filing with the Office of the Prothonotary a return of service setting forth the personal service completed on December 12, 2007. The Sheriff's Office shall file the Return of Service within three days of the date of this Order.

Frederick J. Zimmerman
 J.

FILED 2cc @
 01/4:00 PM Amy McCabe
 FEB 20 2008

William A. Shaw 1 CC Sheriff
 Prothonotary/Clerk of Courts (without memo)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103427
NO: 07-1846-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: DONALD L. WRIGHT

SHERIFF RETURN

NOW, December 12, 2007 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD L. WRIGHT DEFENDANT AT 599 EAST MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONALD L. WRIGHT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

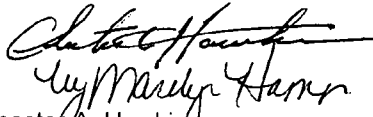
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01:32 PM
FEB 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	6542	10.00
SHERIFF HAWKINS	MCCABE	6542	60.68

Sworn to Before Me This

_____ Day of _____ 2008
2007

So Answers,


Chester A. Hawkins
Sheriff

C. C. I.

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
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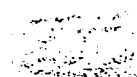
Number 07-1846-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

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

NOV 13 2007

Attest.



William A. Shaw
Prothonotary/
Clerk of Courts

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814-765-2641 x 5982

AVISO

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

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

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

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

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 Donald L. Wright, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 599 East Main Street, Mahaffey, PA 15757.

3. On 05/28/1998, 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 1937, Page 208.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as PO Box 172, 599 East Main Street, Mahaffey, PA 15757.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/02/2007 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.

6. The following amounts are due on the mortgage:

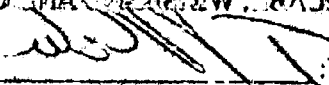
Principal Balance	\$ 30,589.77
Interest through 09/24/2007 (Plus \$ 10.05 per diem thereafter)	\$ 8,356.69
Attorney's Fee	\$ 1,529.49
Corporate Advance	\$ 1,843.60
Title Search	\$ 200.00
 GRAND TOTAL	 \$ 42,519.55

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.

VERIFICATION

The undersigned, an attorney, 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 based on the information from the Plaintiff, who is not capable to sign this, and true and correct to the best of his/her knowledge, information and belief and further states that these statements have been made subject to the penalty of 18 P.S. § 4904 relating to unsworn falsification to induce...

McCABE, WEISBERG AND CONWAY, P.C.

BY: 
Margaret C. Calzo, Esquire
Edward A. Conway, Esquire
Francis Weisberg, Esquire
Terry J. McCabe, Esquire
Attorneys for Plaintiff

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKE

THIS MORTGAGE, entered into this 28TH day of MAY, 1998, between DONALD L. WRIGHT, hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation,

having an office and place of business at 90 BEAVER DRIVE, DUBOIS, Pennsylvania,
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 30,000.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of MAHAFFEY, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF MAHOFFEY, WARD 00,
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE
FULLY DESCRIBED IN A DEED DATED 07/12/96 AND RECORDED 04/12/96, AMONG THE
LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1772
AND PAGE 352.

ADDRESS: MAIN ST. BOX 172; MAHAFFEY, PA TAX MAP OR PARCEL ID NO.:
13-C11-301-46

Municipal Tax Lot Block Uniform Parcel Identifier 13-C11-301-46

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1172, Page 352, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by Mortgagors to as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ That prior mortgage was recorded on 19 with the Recorder of the County of Pennsylvania, in Book Page

TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.

Exhibit A

8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note or upon this Mortgage, exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or provide for any stay of execution or other process.
11. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

Donald L. Wright (SEAL)
DONALD L. WRIGHT

(SEAL)

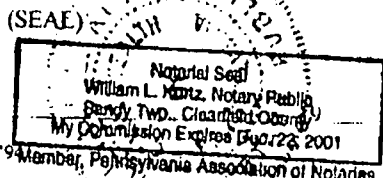
(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF CLEARFIELD)

On this the 28th day of May, 19 98, before me, William L. Kurtz
(Name of Officer)

the undersigned officer, personally appeared DONALD L. WRIGHT
(Name of Borrower)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged
that he executed the same for the purposes herein contained.
he/she/they

WITNESS my hand and seal, the day and year aforesaid.



My commission expires:

RL 4 PA 20/22/25, Ed. Nov. '94 Member, Pennsylvania Association of Notaries

William L. Kurtz
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Denise M. Kahle of Beneficial Mortgage Company of Pennsylvania

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
90 Beaver Drive, DuBois, PA 15801

Witness my hand, this 28th day of May, 1998

Denise M. Kahle
 Agent of Mortgagee

I hereby CERTIFY that this document
 is recorded in the Recorder's Office of
 Clearfield County, Pennsylvania.



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

6-2-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 8:50 AM
 BY Karen L. Starck
 FOR 15.50
 Karen L. Starck, Recorder

RL 4 PA 20/22/25, Ed. Nov. '94

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

DONALD L. WRIGHT

(Name of Mortgagor)

- to -

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY
 d/b/a Beneficial Mortgage Co. of Pennsylvania

Mortgagor

Address

COMMONWEALTH OF
 PENNSYLVANIA

ss:

COUNTY OF

RECORDED on this _____ day
 of _____ 19____
 in the office for Recording of Deeds of this County,
 in Mortgage Book No. _____, Page _____

RECORDER

Entered of Record 6-2 1998 : 8:50 AM Karen L. Starck, Recorder

FILED

m/2:49/201
APR 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att. pd.
\$20.00
ICC Notice
to Def.

ICC Statement
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

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.

Donald L. Wright
Defendant

**COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY**

Number 07-1846-CD

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

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

Principal	\$	42,519.55	
Interest from 09/25/07 to 04/24/08	\$	2,140.65	
@ \$10.05 per diem			
Costs	\$		
Total	\$	44,660.20	(plus costs and interest)

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____
Attorneys for Plaintiff

ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 24th day of April, 2008, Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Donald L. Wright, and damages are assessed in the amount of \$44,660.20, plus interest and costs.

BY THE PROTHONOTARY:

William L. H. [Signature]

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 GAIR, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727**

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.

**Donald L. Wright
Defendant**

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Number 07-1846-CD

AFFIDAVIT OF NON-MILITARY SERVICE

**COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF CLEARFIELD :**

The undersigned, being duly sworn according to law, deposes and says that the Defendant, Donald L. Wright, 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, Donald L. Wright, is over eighteen (18) years of age, and resides as follows:

**Donald L. Wright
599 East Main Street
Mahaffey, PA 15757**

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 23rd DAY
OF APRIL, 2008.**

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

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.

Donald L. Wright
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 08-121-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:

Donald L. Wright
599 East Main Street, PO Box 172
Mahaffey, PA 15757

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd DAY

OF APRIL 2008.

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

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.

Donald L. Wright
Defendant

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Number 07-1846-CD

CERTIFICATION

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd DAY

OF APRIL, 2008.

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

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

January 2, 2008

To: Donald L. Wright
P.O. Box 172
599 East Main Street
Mahaffey, PA 15757

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

vs.

Donald L. Wright

Clearfield County
Court of Common Pleas

Number 07-338-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

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

FILED

APR 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

The undersigned 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 penalty of 18 Pa.C.S. Section 4909 relating to unsworn falsification to authorities.

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff
TERENCE J. MCCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET CAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
ANDREW J. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

COPY

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

Prothonotary

To: Donald L. Wright
599 East Main Street
Mahaffey, PA 15757

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

v.

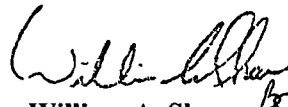
Donald L. Wright
Defendant

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Number 07-1846-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

4/24/08

- ☒ 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.

COPY

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

Prothonotary

To: Donald L. Wright
599 East Main Street
PO Box 172
Mahaffey, PA 15757

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

v.

Donald L. Wright
Defendant

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Number 07-1846-CD

NOTICE

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

 4/24/08

**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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2007-01846-CD

Real Debt: \$44,660.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Donald L. Wright
Defendant(s)

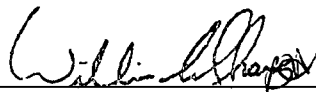
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 24, 2008

Expires: April 24, 2013

Certified from the record this 24th day of April, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED *Atty pd \$20.00*
m/2:50/60
APR 24 2008 *1cc & 6 wnts*
William A. Shaw
Prothonotary/Clerk of Courts *w/prop desc.*
to Sheriff
612

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183**

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

Plaintiff

v.

Donald L. Wright
599 East Main Street
Mahaffey, PA 15757
Defendant

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

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 07-1846-CD Term _____ J.D.

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

Amount Due	\$ 44,660.20
Interest from 04/25/08 to DATE OF SALE @ \$7.34 per diem	\$
(Costs to be added)	\$
Total	\$ _____ (plus costs) <i>125.00</i> Prothonotary costs

DATE: April 23, 2008

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

NOTE: Please furnish description of Property

LEGAL DESCRIPTION

ALL THOSE Three (3) certain lots or pieces of land situate in the Borough of Mahaffey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a post in the line of East Main Street, a corner of land now or formerly of Thomas Keck; thence by said land South Seventy-five (75) degrees West One Hundred Fifty (150) feet to a post; thence by same land South Twenty-five (25) degrees East Fifty (50) feet to an alley; thence along said alley North Seventy-five (75) degrees East One Hundred Fifty (150) feet to line of East Main Street; thence by said street, North Twenty-five (25) degrees West Fifty (50) feet to the place of BEGINNING.

THE SECOND THEREOF:

BEGINNING at a point in line of land now or formerly of R.C. Lerch; thence by said land South Seventy-five (75) degrees West Fifty-four (54) feet to a post on corner of land now or formerly of J.K. Mosser Company; thence by said land South Twenty-five (25) degrees East Fifty (50) Feet to a post; thence along said land North Seventy-five (75) degrees East Fifty-four (54) feet to line of land now or formerly of Ralph C. Lerch; thence by said land North Twenty-five (25) degrees West Fifty (50) feet to place of BEGINNING. CONTAINING Two-tenths (2/10) of an acre, more or less.

THE THIRD THEREOF:

BEGINNING at a point on the West side of East Main Street said point being on the common corner of land now or formerly of Margaret L. McCracken, and described herein as the First Thereof; thence along said lot in a generally West direction Two Hundred (200) feet, more or less, to an alley; thence along said alley in a generally Northwest direction Fifty (50) feet, more or less, to a point on lot now or formerly of James Brink; thence along land now or formerly of Brink in a generally Northeast direction Two Hundred Six (206) feet, more or less, to a point on the western side of Main Street; thence in a generally Southeast direction along Main Street Fifty (50) feet to a point and place of BEGINNING.

HAVING THEREON ERECTED a dwelling house known as 599 East Main Street, Mahaffey, PA 15757.

BEING TAX PARCEL NO. 13-C11-301-46.

BEING THE SAME PREMISES which Marjorie W. Lee, a widow, by Deed dated July 12, 1996 and recorded July 12, 1996 in the Recorder's Office in and for Clearfield County in Deed Book Volume 1772, Page 352, granted and conveyed unto Donald L. Wright.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

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

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.

Donald L. Wright
Defendant

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Number 07-1846-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned hereby certifies that he is the attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 599 East Main Street, Mahaffey Borough, Mahaffey, PA 15757, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name	Address
Donald L. Wright	599 East Main Street, PO Box 172 Mahaffey, PA 15757

2. Name and address of Defendants in the judgment:

Name	Address
Donald L. Wright	599 East Main Street, PO Box 172 Mahaffey, PA 15757

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 other.

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

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	90 Beaver Drive, Ste 114 C Dubois, PA 16801
---	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	PO Box 8621 Elmhurst, IL 60126
---	-----------------------------------

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	5701 East Hillsborough Avenue Tampa, FL 33610
---	--

Pennsylvania Housing Finance Agency	211 North Front Street PO Box 15530 Harrisburg, PA 17105-5530
-------------------------------------	---

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

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

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

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

None.

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

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

Tenants/Occupants	599 East Main Street Mahaffey, PA 15757
-------------------	--

Commonwealth of Pennsylvania 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

Internal Revenue Service
Technical Support Group

William Green Federal Building
600 Arch Street, Room 359
Philadelphia, PA 19106

PA Department of Revenue
Bureau of Compliance

P.O. Box 281230
Harrisburg, PA 17128-1230

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

U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

None.

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.

DATE: April 23, 2008

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

LEGAL DESCRIPTION

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THE SECOND THEREOF:

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HAVING THEREON ERECTED a dwelling house known as 599 East Main Street, Mahaffey, PA 15757.

BEING TAX PARCEL NO. 13-C11-301-46.

BEING THE SAME PREMISES which Marjorie W. Lee, a widow, by Deed dated July 12, 1996 and recorded July 12, 1996 in the Recorder's Office in and for Clearfield County in Deed Book Volume 1772, Page 352, granted and conveyed unto Donald L. Wright.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

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

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.

Donald L. Wright
Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 07-1846-CD

CERTIFICATION

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

- ☐ An FHA insured mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa.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
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

COPY

Form PBC-10

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 PA
961 Weigel Drive
Elmhurst, IL 60126

Plaintiff

v.

Donald L. Wright
599 East Main Street
Mahaffey, PA 15757
Defendant

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

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 07-1846-CD Term _____ J.D.

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):

599 EAST MAIN STREET, MAHAFFEY BOROUGH, MAHAFFEY, PA 15757

Amount Due \$ 44,660.20

Interest from 04/25/08 to DATE OF SALE \$
@ \$7.34 per diem

(Costs to be added) \$

Total \$ _____ (plus costs)
125.00 Prothonotary costs

Dated: April 24, 2008
(SEAL)

William L. Shaver
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____
Deputy

LEGAL DESCRIPTION

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BEING TAX PARCEL NO. 13-C11-301-46.

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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.

Donald L. Wright
Defendant

Attorneys for Plaintiff

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 07-1846-CD

AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 15th day of May, 2008, 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."

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 15TH DAY

OF MAY, 2008.


NOTARY PUBLIC

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

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 NO CC
110:3501
MAY 27 2008
William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

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KEVIN DISKIN, ESQUIRE - ID # 86727

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.

Donald L. Wright

Defendant

**COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY**

Number 07-1846-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned hereby certifies that he is the attorney for Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at: 599 East Main Street, Mahaffey Borough, Mahaffey, PA 15757, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name

Address

Donald L. Wright

**599 East Main Street, PO Box 172
Mahaffey, PA 15757**

2. Name and address of Defendants in the judgment:

Name

Address

Donald L. Wright

**599 East Main Street, PO Box 172
Mahaffey, PA 15757**

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 other.

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

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

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	90 Beaver Drive, Ste 114 C Dubois, PA 16801
---	--

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	PO Box 8621 Elmhurst, IL 60126
---	-----------------------------------

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA	5701 East Hillsborough Avenue Tampa, FL 33610
---	--

Pennsylvania Housing Finance Agency	211 North Front Street PO Box 15530 Harrisburg, PA 17105-5530
-------------------------------------	---

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

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

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

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

None.

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

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

Tenants/Occupants	599 East Main Street Mahaffey, PA 15757
-------------------	--

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

Exhibit A

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
Internal Revenue Service Technical Support Group	William Green Federal Building 600 Arch Street, Room 359 Philadelphia, PA 19106
PA Department of Revenue Bureau of Compliance	P.O. Box 281230 Harrisburg, PA 17128-1230
United States of America c/o United States Attorney for the Western District of PA	U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name	Address
None.	

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.

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

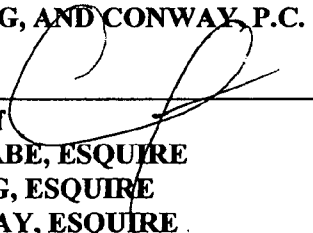
BY: 
 Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

Exhibit A

LEGAL DESCRIPTION

ALL THOSE Three (3) certain lots or pieces of land situate in the Borough of Mahaffey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

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BEGINNING at a post in the line of East Main Street, a corner of land now or formerly of Thomas Keck; thence by said land South Seventy-five (75) degrees West One Hundred Fifty (150) feet to a post; thence by same land South Twenty-five (25) degrees East Fifty (50) feet to an alley; thence along said alley North Seventy-five (75) degrees East One Hundred Fifty (150) feet to line of East Main Street; thence by said street, North Twenty-five (25) degrees West Fifty (50) feet to the place of BEGINNING.

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HAVING THEREON ERECTED a dwelling house known as 599 East Main Street, Mahaffey, PA 15757.

BEING TAX PARCEL NO. 13-C11-301-46.

BEING THE SAME PREMISES which Marjorie W. Lee, a widow, by Deed dated July 12, 1996 and recorded July 12, 1996 in the Recorder's Office in and for Clearfield County in Deed Book Volume 1772, Page 352, granted and conveyed unto Donald L. Wright.

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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.

Donald L. Wright

Defendant

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Number 07-1846-CD

DATE: May 15, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Donald L. Wright

PROPERTY: 599 East Main Street, Mahaffey Borough, Mahaffey, PA 15757

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, JULY 11 at 10:00 a.m.** in the front foyer of the Clearfield County Courthouse located at the Corner of Jay and Water Streets, Lock Haven, Pennsylvania 17745. 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

Check type of mail or service:

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

Line	Article Number	Postage										
1	HSBC V. WRIGHT - 30794	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA 90 Beaver Drive, Ste 114 C Dubois, PA 16801										
2		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA PO Box 8621 Elmhurst, IL 60126										
3		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of PA 5701 East Hillsborough Avenue Tampa, FL 33610										
4		Pennsylvania Housing Finance Agency 211 North Front Street PO Box 15530 Harrisburg, PA 17105-5530										
5		Tenants/Occupants 599 East Main Street Mahafey, PA 15757										
6		Commonwealth of Pennsylvania Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105										
7		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130										
8		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128										
9		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486										



02 1A
 0004605770
 MAY 15 2008
 MAILED FROM ZIP CODE 19109

\$ 04.25⁰⁰




UNITED STATES POSTAGE

 PERMIT NO. 3000 NEW YORK, N.Y.
 THIRD CLASS
 \$ 04.25
 MAY 15 2008
 02 1A
 0304605770
 MAILED FROM ZIP CODE 19109

Exhibit B

10	NOV. V. WIGGINS - 30/74	Internal Revenue Service Technical Support Group William Green Federal Building 600 Arch Street, Room 359 Philadelphia, PA 19106																	
11		PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230																	
12		United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219																	
Total Number of Pieces Listed by Sender 12		Total Number of Pieces Received at Post Office																	

Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20768

NO: 07-1846-CD

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

vs.

DEFENDANT: DONALD L. WRIGHT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/25/2008

LEVY TAKEN 5/14/2008 @ 4:24 PM

POSTED 5/14/2008 @ 4:24 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/21/2008

DATE DEED FILED NOT SOLD

FILED
012:39/61
AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

5/14/2008 @ 4:24 PM SERVED DONALD L. WRIGHT

SERVED DONALD L. WRIGHT, DEFENDANT, AT HIS RESIDENCE 599 EAST MAIN STREET, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RON WRIGHT, FATHER OF THE DEFENDANT/AAR

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, JULY 1, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 7, 2008. NOT ENOUGH EQUITY TO TAKE THE PROPERTY TO SALE.

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 PA
961 Weigel Drive
Elmhurst, IL 60126

Plaintiff

v.

Donald L. Wright
599 East Main Street
Mahaffey, PA 15757

Defendant

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

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 07-1846-CD Term _____ J.D.

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):

599 EAST MAIN STREET, MAHAFFEY BOROUGH, MAHAFFEY, PA 15757

Amount Due \$ 44,660.20

Interest from 04/25/08 to DATE OF SALE \$
@ \$7.34 per diem

(Costs to be added) \$

Total \$ _____ (plus costs)
Prothonotary costs

Dated: April 24, 2008
(SEAL)

William L. Hagan
125.00

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Received this writ this 25th day
of April A.D. 2008
At 9:30 A.M./P.M.

By: _____
Deputy

Charles A. Henneke
Sheriff *by Cynthia B. ...*

LEGAL DESCRIPTION

ALL THOSE Three (3) certain lots or pieces of land situate in the Borough of Mahaffey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a post in the line of East Main Street, a corner of land now or formerly of Thomas Keck; thence by said land South Seventy-five (75) degrees West One Hundred Fifty (150) feet to a post; thence by same land South Twenty-five (25) degrees East Fifty (50) feet to an alley; thence along said alley North Seventy-five (75) degrees East One Hundred Fifty (150) feet to line of East Main Street; thence by said street, North Twenty-five (25) degrees West Fifty (50) feet to the place of BEGINNING.

THE SECOND THEREOF:

BEGINNING at a point in line of land now or formerly of R.C. Lerch; thence by said land South Seventy-five (75) degrees West Fifty-four (54) feet to a post on corner of land now or formerly of J.K. Mosser Company; thence by said land South Twenty-five (25) degrees East Fifty (50) Feet to a post; thence along said land North Seventy-five (75) degrees East Fifty-four (54) feet to line of land now or formerly of Ralph C. Lerch; thence by said land North Twenty-five (25) degrees West Fifty (50) feet to place of BEGINNING. CONTAINING Two-tenths (2/10) of an acre, more or less.

THE THIRD THEREOF:

BEGINNING at a point on the West side of East Main Street said point being on the common corner of land now or formerly of Margaret L. McCracken, and described herein as the First Thereof; thence along said lot in a generally West direction Two Hundred (200) feet, more or less, to an alley; thence along said alley in a generally Northwest direction Fifty (50) feet, more or less, to a point on lot now or formerly of James Brink; thence along land now or formerly of Brink in a generally Northeast direction Two Hundred Six (206) feet, more or less, to a point on the western side of Main Street; thence in a generally Southeast direction along Main Street Fifty (50) feet to a point and place of BEGINNING.

HAVING THEREON ERECTED a dwelling house known as 599 East Main Street, Mahaffey, PA 15757.

BEING TAX PARCEL NO. 13-C11-301-46.

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**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DONALD L. WRIGHT

NO. 07-1846-CD

NOW, August 21, 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 , I exposed the within described real estate of Donald L. Wright 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	22.22
LEVY	15.00
MILEAGE	22.22
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
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 \$199.36

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	44,660.20
INTEREST @ 7.3400	(5,381,372.3
FROM 04/25/2008 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	(\$5,336,692.18)

COSTS:

ADVERTISING	398.98
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	199.36
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$885.34

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.

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

TERRENCE J. McCABE**
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET CAMO
 LISA L. WALLACE*
 BRENDA L. BROGDON*
 FRANK DUBIN
 ANDREW L. MARKOWITZ
 GAYL C. SPIVAK*
 SCOTT TAGGART*
 MARISA COHEN*
 KATHERINE SANTANGINI**
 JASON BROOKS*
 DEBORAH K. CURRAN±
 LAURA H.G. O'SULLIVAN±
 STEPHANIE H. HURLEY±
 HEIDI R. SPIVAK

July 1, 2008

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

SUITE 401
 145 HUGUENOT STREET
 NEW ROCHELLE, NY 10801
 (914) 636-3900
 FAX (914) 636-8901
 Also servicing Connecticut

SUITE 302
 8101 SANDY SPRING ROAD
 LAUREL, MD 20707
 (301) 490-3361
 FAX (301) 490-1568
 Also servicing the District of Columbia
 and Virginia

Of Counsel
 DEBORAH K. CURRAN ± - MD & DC
 LAURA H.G. O'SULLIVAN ± - MD & DC
 STEPHANIE H. HURLEY ± - MD
 JOSEPH F. RIGA ± - PA & NJ

* 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
 ± Managing Attorney for NY
 ± Managing Attorney for MD

Sheriff's Office
 Clearfield County
 Clearfield County Courthouse, 230 East Market Street
 Clearfield, Pennsylvania 16830

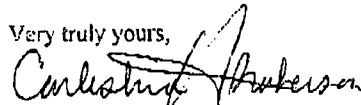
Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
 vs.
 Donald L. Wright
 599 East Main Street
 Mahaffey, PA 15757

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the July 7, 2008 Sheriff's Sale. I am requesting at this time that you stay this sale. Client has decided that there is not enough equity to take this 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,


 Carleshia H. Roberson
 Legal Assistant

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

SIGNATURE

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.*