

07-1912-CD

Beneficial Cons. Disc vs Dorothy Crider al

**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

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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number 07-1912-CD

**CIVIL ACTION/MORTGAGE FORECLOSURE**

**FILED**  
M 10:33 AM  
NOV 26 2007  
44ty pd. 85.00  
6ccs 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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 INFORMATION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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**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 Dorothy L. Crider, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 8892 Coal Hill Road, PO Box 24, Luthersburg, PA 15848.

3. The Defendant is Donna M. London, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 46 Taylor Avenue, Falls Creek, PA 15840.

4. On 05/23/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200208379.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849, Parcel Number 107-D06-000-00007.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/30/2007 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.

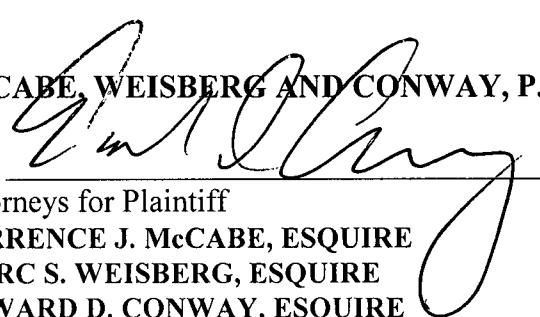
7. The following amounts are due on the mortgage:

Principal Balance	\$ 111,588.25
Interest through 10/31/2007	\$ 11,149.66
(Plus \$ 25.76 per diem thereafter)	
Attorney's Fee	\$ 5,579.41
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 128,517.32

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.

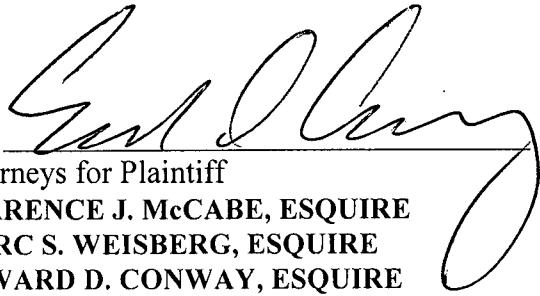
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$128,517.32, together with interest at the rate of \$25.76 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

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## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of MAY 2002, between the Mortgagor, DONNA M. LONDON AND DOROTHY L. CRIDER

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 118,220.25, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 23, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 23, 2032;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/16/2001 AND RECORDED 10/25/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200117137 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 107-D06-7  
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\*C948774C2J85MTG8000PA0012B10\*\*CRIDER

\* ORIGINAL

Exhibit A

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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



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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200208379

RECORDED ON

May 28, 2002

12:57:09 PM

Total Pages: 7

RECORDING FEES - \$19.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$21.50

CUSTOMER

BENEFICIAL CONS DISC CO  
04-29-02 MTG



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\* ORIGINAL

PA0012B6

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.

*Donna M. London*  
DONNA M. LONDON Borrower  
*Dorothy L. Crider*  
DOROTHY L. CRIDER Borrower

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

I, PAUL A. FREEBURG a Notary Public in and for said county and state, do hereby certify that DONNA M. LONDON AND DOROTHY L. CRIDER

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

Given under my hand and official seal, this 24TH day of MAY, 20 02.

My Commission expires:

*Paul A. Freeburg*  
Notary Public

Notarial Seal  
Paul A. Freeburg, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Feb. 12, 2006  
Member, Pennsylvania Association of Notaries

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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA0012B7



\*C948774C2J85MTG8000PA0012B70\*\*CRIDER

\* ORIGINAL

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

Clearfield County  
Court of Common Pleas

v.  
Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Number 2007-1912CD

ORDER

AND NOW, this 18<sup>th</sup> day of March, 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 10, 2007.

*Return to be filed in no more than 7 days. f3/1*

  
\_\_\_\_\_  
J.

**FILED**

02:07 P.M. GK 2CC ATTY McCabe  
MAR 18 2008 1CC Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts  


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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number 2007-1912CD

FILED  
MILL 27 2008  
MAR 17 2008  
GEO

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 26, 2007, plaintiff commenced this action in mortgage foreclosure against defendants, Dorothy L. Crider and Donna M. London, mortgagors and last owners of record of the subject property located at Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849.

2. Subsequently, on December 10, 2007, personal service of plaintiff's Complaint was made on defendant, Dorothy L. Crider, at 46 Taylor Avenue, Falls Creek, PA 15840 and on the defendant, Donna M. London, at 38 A Church Street, Luthersburg, PA 15848.

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 service 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).



---

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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number 2007-1912CD

**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 the defendants, Dorothy L. Crider and Donna M. London, personally on December 10, 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  
Identification Number 16496  
First Union Building  
123 South Broad, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

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

Clearfield County  
Court of Common Pleas

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Number 2007-1912CD

**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 10<sup>th</sup> day of March, upon the following:

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

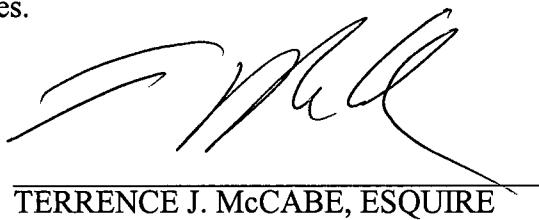
Office of Court Administration  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830



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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



---

TERRENCE J. McCABE, ESQUIRE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 6 Services

Sheriff Docket # **103472**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 07-1912-CD

vs.

DOROTHY L. CRIDER and DONNA M. LONDON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DOROTHY L. CRIDER, DEFENDANT. RR#1 BOX 32 nka 1485 MOUNTAIN RUN ROAD "VACANT".

SERVED BY: /

FILED  
01-3687  
MAR 19 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 6 Services

Sheriff Docket # **103472**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 07-1912-CD

vs.

DOROTHY L. CRIDER and DONNA M. LONDON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DONNA M. LONDON, DEFENDANT. MOVED TO: FALLS CREEK AREA, JEFFERSON CO..

RR#1 BOX 32 nka 1485 MOUNTAIN RUN ROAD, LUTHERSBURG "VACANT"

SERVED BY: /

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

Service # 3 of 6 Services

Sheriff Docket # **103472**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 07-1912-CD

vs.

DOROTHY L. CRIDER and DONNA M. LONDON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DOROTHY L. CRIDER, DEFENDANT. 8892 COAL HILL RR., PO BOX 24, LUTHERSBURG "VACANT.

SERVED BY: /

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

Service # 4 of 6 Services

Sheriff Docket # **103472**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 07-1912-CD

vs.

DOROTHY L. CRIDER and DONNA M. LONDON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DONNA M. LONDON, DEFENDANT. 8892 COAL HILL RD., PO BOX 24, LUTHERSBURG "VACANT".

SERVED BY: /

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

DOCKET # 103472  
NO: 07-1912-CD  
SERVICE # 5 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: DOROTHY L. CRIDER and DONNA M. LONDON

**SHERIFF RETURN**

---

NOW, November 29, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOROTHY L. CRIDER.

NOW, December 10, 2007 AT 11:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOROTHY L. CRIDER, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103472  
NO: 07-1912-CD  
SERVICE # 6 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
vs.  
DEFENDANT: DOROTHY L. CRIDER and DONNA M. LONDON

**SHERIFF RETURN**

---

NOW, November 29, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
DONNA M. LONDON.

NOW, December 10, 2007 AT 11:11 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
DONNA M. LONDON, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE  
PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103472  
NO. 07-1912-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
vs.  
DEFENDANT: DOROTHY L. CRIDER and DONNA M. LONDON

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	7253	60.00
SHERIFF HAWKINS	MCCABE	7253	57.49
JEFFERSON CO.	MCCABE	7443	60.92

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

No. 07-1912 C.C.D..

Personally appeared before me, Dean Smith, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on December 10, 2007 at 11:05 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon DOROTHY L. CRIDER, Defendant, at the address of 46 Taylor Avenue, Borough of Falls Creek, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Personally appeared before me, Dean Smith, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on December 10, 2007 at 11:11 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon DONNA M. LONDON, Defendant, at the address of 38 A Church Street, Falls Creek, Township of Washington, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	58.92 Paid
Prothy:	2.00
Total Costs:	60.92
REFUNDED:	\$ 64.08

Sworn and subscribed  
to before me this 12<sup>th</sup>  
day of December 2007  
By Deputy Clerk of Courts

My Commission Expires the  
1st Monday, January 2010

So Answers,

Dean Smith Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

**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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number *07-1912-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 26 2007

Attest.

*William L. Brown*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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.

Dave Meholick  
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 Dorothy L. Crider, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 8892 Coal Hill Road, PO Box 24, Luthersburg, PA 15848.

3. The Defendant is Donna M. London, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 46 Taylor Avenue, Falls Creek, PA 15840.

4. On 05/23/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200208379.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849, Parcel Number 107-D06-000-00007.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/30/2007 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.

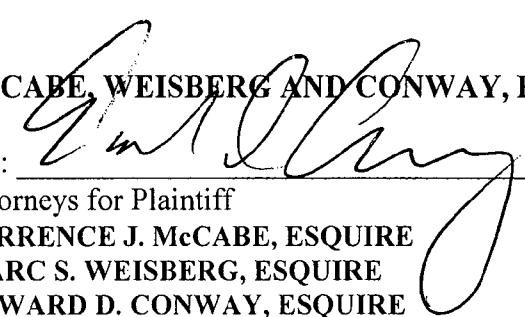
7. The following amounts are due on the mortgage:

Principal Balance	\$ 111,588.25
Interest through 10/31/2007	\$ 11,149.66
(Plus \$ 25.76 per diem thereafter)	
Attorney's Fee	\$ 5,579.41
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 128,517.32

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.

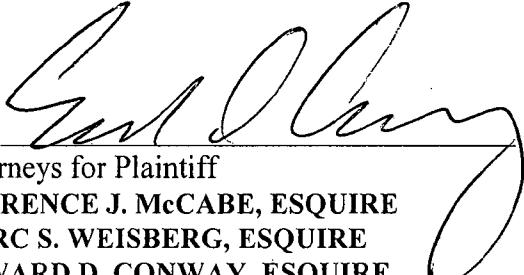
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$128,517.32, together with interest at the rate of \$25.76 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

02 JUN -4 PM 3:37

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of MAY 2002, between the  
Mortgagor, DONNA M. LONDON AND DOROTHY L. CRIDER

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

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 118,220.25, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 23, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 23, 2032 :

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ [REDACTED], or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated [REDACTED] 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 \$ [REDACTED];

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 BRADY  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/16/2001 AND RECORDED 10/25/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
200117137 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 107-D06-7

PADD1281



\*C948774C2J85MTG8000PA0012B10\*\*\*CR1DER

\* ORIGINAL

## Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200208379**

RECORDED ON  
**May 28, 2002**

**12:57:09 PM**

Total Pages: 7

RECORDING FEES - **\$19.00**  
RECORDER  
COUNTY IMPROVEMENT **\$1.00**  
FUND  
RECORDER IMPROVEMENT FUND **\$1.00**  
STATE WRIT TAX **\$0.50**  
TOTAL **\$21.50**

CUSTOMER  
BENEFICIAL CONS DISC CO  
04-29-02 MTG



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\* ORIGINAL

PA0012B6

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.

*Donna London*  
DONNA M. LONDON - Borrower  
*Dorothy Crider*  
DOROTHY L. CRIDER - Borrower

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

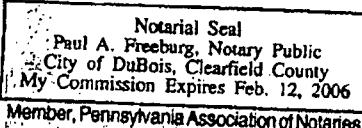
I, PAUL A. FREEBURG a Notary Public in and for said county and state, do hereby certify that DONNA M. LONDON AND DOROTHY L. CRIDER

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

Given under my hand and official seal, this 24TH day of MAY, 20 02.

My Commission expires:

*Paul A. Freeburg*  
Notary Public



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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

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\*C948774C2J85MTG8000PA0012B70\*\*CRIDER

\* ORIGINAL

**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

Clearfield County  
Court of Common Pleas

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and

Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Number 07-1912-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 26 2007

Attest.

William L. Brown  
Prothonotary  
Clerk of Courts

William L. Brown  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 INFORMATION 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

**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 Dorothy L. Crider, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 8892 Coal Hill Road, PO Box 24, Luthersburg, PA 15848.
3. The Defendant is Donna M. London, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 46 Taylor Avenue, Falls Creek, PA 15840.
4. On 05/23/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200208379.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849, Parcel Number 107-D06-000-00007.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/30/2007 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.

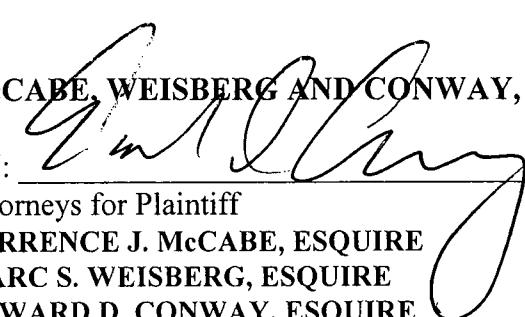
7. The following amounts are due on the mortgage:

Principal Balance	\$ 111,588.25
Interest through 10/31/2007	\$ 11,149.66
(Plus \$ 25.76 per diem thereafter)	
Attorney's Fee	\$ 5,579.41
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 128,517.32

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.

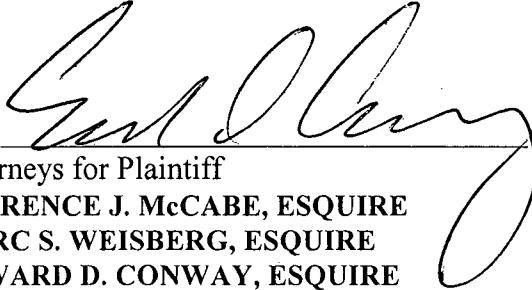
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$128,517.32, together with interest at the rate of \$25.76 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

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711723

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of MAY 2002, between the  
Mortgagor, DONNA M. LONDON AND DOROTHY L. CRIBBER

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

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 118,220.25, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 23, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 23, 2032 :

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADY  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/16/2001 AND RECORDED 10/25/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
200117137 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 107-D06-7

PA001281



\*C948774C2J85MTG8000PA0012B10\*\*\*CR1DER

\* ORIGINAL

## Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200208379

RECORDED ON

May 28, 2002

12:57:09 PM

Total Pages: 7

RECORDING FEES - \$19.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$21.50

CUSTOMER  
BENEFICIAL CONS DISC CO  
04-29-02 MTG



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\* ORIGINAL

PA0012B6

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.

*Donna M. London*  
DONNA M. LONDON Borrower  
*Dorothy L. Crider*  
DOROTHY L. CRIDER Borrower

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

I, PAUL A. FREEBURG a Notary Public in and for said county and state, do hereby certify that DONNA M. LONDON AND DOROTHY L. CRIDER

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

Given under my hand and official seal, this 24TH day of MAY, 2002.

My Commission expires:

*Paul A. Freeburg*  
Notary Public

Notarial Seal  
Paul A. Freeburg, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Feb. 12, 2006  
Member, Pennsylvania Association of Notaries

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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

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\*C948774C2J85MTG8000PA0012B70\*\*CRIDER

\* ORIGINAL

**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

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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and

Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number 07-1912-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 26 2007

Attest.

*William L. Brown*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 Meholick  
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 Dorothy L. Crider, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 8892 Coal Hill Road, PO Box 24, Luthersburg, PA 15848.

3. The Defendant is Donna M. London, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 46 Taylor Avenue, Falls Creek, PA 15840.

4. On 05/23/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200208379.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849, Parcel Number 107-D06-000-00007.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/30/2007 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.

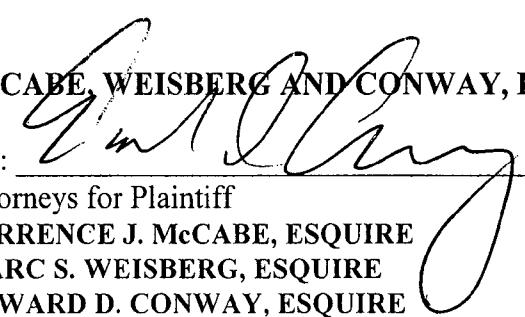
7. The following amounts are due on the mortgage:

Principal Balance	\$ 111,588.25
Interest through 10/31/2007	\$ 11,149.66
(Plus \$ 25.76 per diem thereafter)	
Attorney's Fee	\$ 5,579.41
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 128,517.32

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.

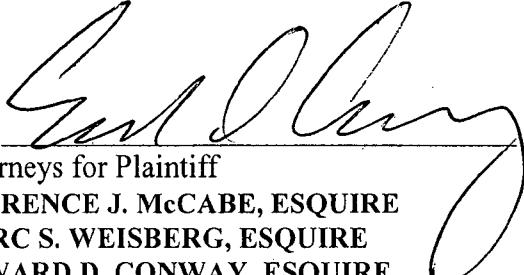
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$128,517.32, together with interest at the rate of \$25.76 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

02 JUN -4 PM 3:37

711723

## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of MAY 2002, between the  
Mortgagor, DONNA M. LONDON AND DOROTHY L. CRIDER

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

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 118,220.25, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 23, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 23, 2032 :

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 BRADY  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/16/2001 AND RECORDED 10/25/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
200117137 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 107-D06-7

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\*C948774C2J85MTG8000PA0012B10\*\*\*CR1DER

\* ORIGINAL

## Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200208379

RECORDED ON

May 28, 2002

12:57:09 PM

Total Pages: 7

RECORDING FEES - \$19.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$21.50

CUSTOMER

BENEFICIAL CONS DISC CO  
04-29-02 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.

*Donna London*  
DONNA M. LONDON Borrower  
*Dorothy Crider*  
DOROTHY L. CRIDER Borrower

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

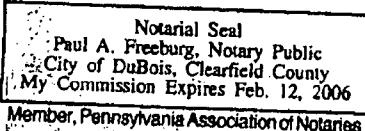
I, PAUL A. FREEBURG a Notary Public in and for said county and state, do hereby certify that DONNA M. LONDON AND DOROTHY L. CRIDER

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

Given under my hand and official seal, this 24TH day of MAY, 20 02.

My Commission expires:

*Paul A. Freeburg*  
Notary Public



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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

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\* ORIGINAL

**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

v.

Dorothy L. Crider  
8892 Coal Hill Road, PO Box 24  
Luthersburg, PA 15848  
and  
Donna M. London  
46 Taylor Avenue  
Falls Creek, PA 15840

Clearfield County  
Court of Common Pleas

Number *07-1912-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 26 2007

Attest.

*William L. Green*  
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 Dorothy L. Crider, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 8892 Coal Hill Road, PO Box 24, Luthersburg, PA 15848.

3. The Defendant is Donna M. London, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 46 Taylor Avenue, Falls Creek, PA 15840.

4. On 05/23/2002, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200208379.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 1 Box 32 n/k/a 1485 Mountain Run Road, Luthersburg, PA 15849, Parcel Number 107-D06-000-00007.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/30/2007 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.

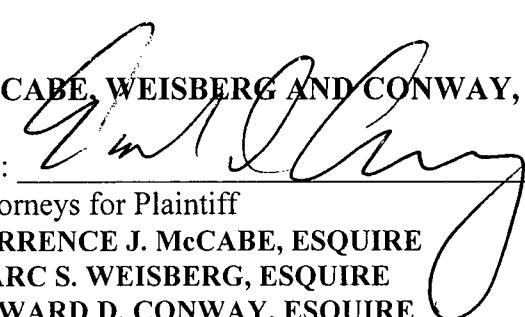
7. The following amounts are due on the mortgage:

Principal Balance	\$ 111,588.25
Interest through 10/31/2007	\$ 11,149.66
(Plus \$ 25.76 per diem thereafter)	
Attorney's Fee	\$ 5,579.41
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 128,517.32

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.

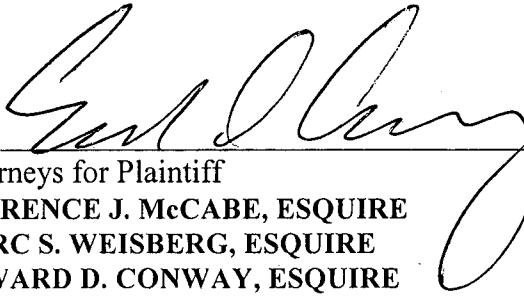
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$128,517.32, together with interest at the rate of \$25.76 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

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## MORTGAGE

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

THIS MORTGAGE is made this day 23RD of MAY 2002, between the  
Mortgagor, DONNA M. LONDON AND DOROTHY L. CRIDER

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

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 118,220.25, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated MAY 23, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 23, 2032 :

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 CLIFFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADY  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/16/2001 AND RECORDED 10/25/2001, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME  
200117137 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 107-D06-7

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## Exhibit A

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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



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

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

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200208379

RECORDED ON

May 28, 2002

12:57:09 PM

Total Pages: 7

RECORDING FEES - \$19.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$21.50

CUSTOMER

BENEFICIAL CONS DISC CO

04-29-02 MTG



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\* ORIGINAL

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

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

*Donna M. London*  
DONNA M. LONDON Borrower  
*Dorothy L. Crider*  
DOROTHY L. CRIDER Borrower

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

I, PAUL A. FREEBURG a Notary Public in and for said county and state, do hereby certify that DONNA M. LONDON AND DOROTHY L. CRIDER

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

Given under my hand and official seal, this 24TH day of MAY, 2002.

My Commission expires:

*Paul A. Freeburg*  
Notary Public

Notarial Seal  
Paul A. Freeburg, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Feb. 12, 2006  
Member, Pennsylvania Association of Notaries

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

(Name)

90 BEAVER DRIVE, DUBOIS, PA 15801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA0012B7



\*C948774C2J85MTG8000PA0012B7D\*\*CRIDER

\* ORIGINAL

FILED, Atty pd. 20.00  
11/01/07  
APR 02 2008 ICC Notice to  
Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Atty  
GR

**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.  
Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT**

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendants, Dorothy L. Crider and Donna M. London, in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Amount Due from Complaint	\$ 128,517.32
Interest 11/01/2007 to 04/02/2008 @ \$25.76 per diem	\$ 3,967.04
Costs	\$
Total	\$ 132,484.36 (plus costs and interest)

McCABE, WEISBERG, AND CONWAY, P.C.

BY: \_\_\_\_\_  
Attorneys for Plaintiff  
ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 2<sup>nd</sup> 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 Defendants, Dorothy L. Crider and Donna M. London, and damages are assessed in the amount of \$132,484.36, plus interest and costs.

BY THE PROTHONOTARY:

A handwritten signature in black ink, appearing to read "William J. Shaffer".

**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**  
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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.

Dorothy L. Crider and Donna M. London  
Defendants

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

No. 07-1912-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, Dorothy L. Crider and Donna M. London, 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, Dorothy L. Crider and Donna M. London, are over eighteen (18) years of age, and reside as follows:

Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840-4508

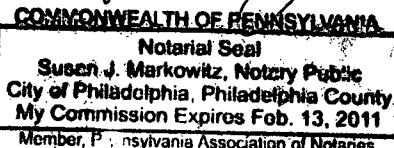
Donna M. London  
28 North Church Street  
DuBois, PA 15801

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 1st DAY  
OF APRIL , 2008.

NOTARY PUBLIC

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.  
Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-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:

Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840-4508

Donna M. London  
28 North Church Street  
DuBois, PA 15801

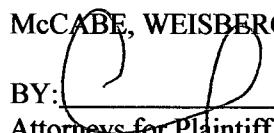
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 1st DAY

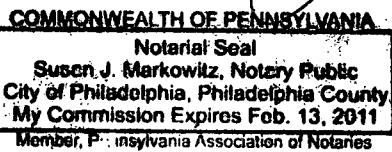
OF APRIL 2008.

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**

**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.**

**Dorothy L. Crider and Donna M. London**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**No. 07-1912-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 1st 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**

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

**William A. Shaw  
Prothonotary**

February 21, 2008

To: Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840

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

Dorothy L. Crider  
and  
Donna M. London

Clearfield County  
Court of Common Pleas

Number 2007-1912CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

**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

February 21, 2008

To: Donna M. London  
38 A Church Street  
Luthersburg, PA 15848

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

vs.

Dorothy L. Crider  
and  
Donna M. London

Clearfield County  
Court of Common Pleas

Number 2007-1912CD

**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.

**NOTIFICACION IMPORTANTE**

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

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

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Court Administrator  
Clearfield County Courthouse  
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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**

**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 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

**DATE: April 1, 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**

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

COPY

William A. Shaw  
Prothonotary

To: Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840-4508

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-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* 4/21/08  
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.

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

OPY

William A. Shaw  
Prothonotary

To: Donna M. London  
38 North Church Street  
DuBois, PA 15801

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

v.

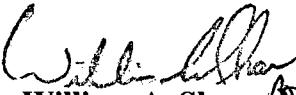
Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-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 4/2/08  
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.: 2007-01912-CD

Real Debt: \$132,484.36

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dorothy L. Crider  
Donna M. London  
Defendant(s)

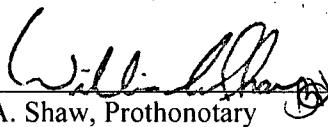
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 2, 2008

Expires: April 2, 2013

Certified from the record this 2nd 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 fd. \$20.00  
MAY 07 2008  
1CC&Lecons  
w/prop. desc.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff  
(6K)

PRAECIPE FOR WRIT OF EXECUTION – Mortgage Foreclosure

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Dorothy L. Crider and Donna M. London defendants, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a) Against Dorothy L. Crider and Donna M. London defendants
  - b) Against \_\_\_\_\_ Garnishee(s)

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

1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA 1584

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due	\$ 132,484.36
Interest from 4/03/08 to DATE OF SALE	
@ \$21.77 per diem	\$
Costs	\$
Total	\$
	Plus Costs
	125.00
	Prothonotary costs

DATE: May 5, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: William A. Shaw  
Attorneys for Plaintiff

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

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

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

Attorneys for Plaintiff

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**CERTIFICATION**

Undersigned, 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  
(X) 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.

**SWORN TO AND SUBSCRIBED**

BEFORE ME THIS 5th DAY

OF MAY , 2008.

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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

BY: *Marc S. Weisberg*  
Attorneys for Plaintiff

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

NOTARIAL SEAL

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

CO<sup>P</sup>Y

**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.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-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):

All real property and improvements thereon located at:  
**1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA 1584**

Amount Due	\$ 132,484.36
Interest from 4/03/08 to DATE OF SALE	\$
@ \$21.77 per diem	\$
Costs	\$
Total	\$ <i>125,00</i> Plus Costs Prothonotary costs

Dated: 5/7/08  
(SEAL)

*Willie L. Sharpe*  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: \_\_\_\_\_  
Deputy

## LEGAL DESCRIPTION

ALL THOSE CERTAIN two pieces or parcels of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post in now U. S. Highway Route 322, formerly Cream Hill Turnpike, thence East along lands formerly of Mary Corp, 130 perches, more or less, to a post corner of formerly George Thompson land; thence North along line of formerly George Thompson land 20 perches to a stone corner; thence West along lands of formerly Henry Aurank and Mrs. George Nolder, 130 perches, more or less, to a post of other lands of George Smith; thence South along said other lands of George Smith, 8 perches to a post in said U. S. Highway 322; thence South along said U. S. Highway Route 322, 16 1/2 perches to the place of beginning.

CONTAINING 17 acres, more or less.

ALSO

BEGINNING at a stone corner on U. S. Highway Route 322, formerly Susquehanna and Erie Turnpike, thence East 10 rods by land formerly of G. and C. Schwem; thence South 8 rods by land formerly of J. W. Korp; thence West 10 rods by land formerly J. W. Korp to U. S. Highway Route 322; thence along said highway 9 rods to the place of beginning.

CONTAINING 1/2 acre, more or less.

EXCEPTING thereout and therefrom that portion of the first parcel of subject premises sold and conveyed unto Anna Mae Snedden by Deed dated 12/26/1979 and recorded 1/10/1980 in Deed Book Volume 792 Page 73 and being more particularly described as follows to wit:

ALL THAT CERTAIN parcel and lot of land situated in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of U. S. Highway 219 (formerly 322) and at corner of land of Ellenberger, and being the Southwestern corner hereof; thence Northward along line of U. S. Highway Route 219 (formerly 322) a distance of 150 feet to a post; thence Eastward by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to a post; thence Southward still by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to line of land of Ellenberger; thence Westward along line of land of Ellenberger, 150 feet to a post on U. S. Highway Route 219 (formerly 322) the place of beginning.

CONTAINING 22,500 square feet.

EXCEPTING AND RESERVING unto the grantors, Gerald J. and Donna M. London, his wife, their heirs and assigns, all the oil, gas, coal, and any other minerals in and under the above described premises.

TAX PARCEL #107-D06-000-00007

BEING KNOWN AS **1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA 1584**

BEING THE SAME PREMISES vested in Donna M. London, widow, and Dorothy L. Crider, a singlewoman, by Deed from Donna M. London, dated 10/16/2001 and recorded 10/25/2001 in the County of Clearfield in Instrument #200117137.

Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

FILED NO  
MAY 07 2008 (6P)  
M 12:39 PM  
MAY 07 2008 (6P)

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  
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.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: **1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA 15849-2409**, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name

Address

Dorothy L. Crider

46 Taylor Avenue  
Falls Creek, PA 15840-4508

Donna M. London

28 North Church Street  
DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

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

Name	Address
None other.	

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

Name	Address
The First National Bank of Reynoldsville	Main Street Reynoldsville, PA
Plaintiff herein.	

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

Name	Address
None.	

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
Tenant/Occupants	1485 Mountain Run Road Penfield, PA 15849-2409

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230

8. Name and address of Attorney of record:

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: May 5, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Marc S. Weisberg  
 Attorneys for Plaintiff  
 TERENCE 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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CONTAINING 17 acres, more or less:

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BEGINNING at a stone corner on U. S. Highway Route 322, formerly Susquehanna and Erie Turnpike, thence East 10 rods by land formerly of G. and C. Schwem; thence South 8 rods by land formerly of J. W. Korp; thence West 10 rods by land formerly J. W. Korp to U. S. Highway Route 322; thence along said highway 9 rods to the place of beginning.

CONTAINING 1/2 acre, more or less.

EXCEPTING thereout and therefrom that portion of the first parcel of subject premises sold and conveyed unto Anna Mae Snedden by Deed dated 12/26/1979 and recorded 1/10/1980 in Deed Book Volume 792 Page 73 and being more particularly described as follows to wit:

ALL THAT CERTAIN parcel and lot of land situated in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows:

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CONTAINING 22,500 square feet.

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TAX PARCEL #107-D06-000-00007

BEING KNOWN AS 1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA  
1584

BEING THE SAME PREMISES vested in Donna M. London, widow, and Dorothy L. Crider, a singlewoman, by Deed from Donna M. London, dated 10/16/2001 and recorded 10/25/2001 in the County of Clearfield in Instrument #200117137.

Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

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  
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.  
Dorothy L. Crider and Donna M. London  
Defendants

FILED

JUN 03 2008

6/10/08  
William A. Shaw  
Prothonotary/Clerk of Courts

1 copy to

ATT (C)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

AFFIDAVIT OF SERVICE

The undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 22<sup>ND</sup> 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."

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  
KEVIN DISKIN, ESQUIRE

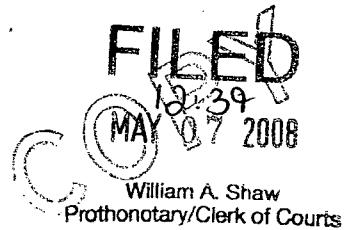
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 22<sup>ND</sup> DAY  
OF MAY, 2008.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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



**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.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: **1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield, PA 15849-2409**, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

**Exhibit A**

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

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

Name	Address
None other.	

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

Name	Address
The First National Bank of Reynoldsville	Main Street Reynoldsville, PA
Plaintiff herein.	

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

Name	Address
None.	

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.	

**Exhibit A**

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

Name	Address
Tenant/Occupants	1485 Mountain Run Road Penfield, PA 15849-2409

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230

8. Name and address of Attorney of record:

None.

**Exhibit A**

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

DATE: May 5, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Marc S. Weisberg

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

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

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.  
Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

DATE: May 22, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Dorothy L. Crider and Donna M. London

PROPERTY: Route 1 Box 32 n/k/a 1485 Mountain Run Road, Penfield, Pennsylvania 15849

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **July 11, 2008 at 10:00 a.m.**, in the Sheriff's Office at Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

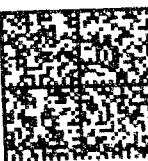
**Exhibit B**

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 ATTN: Sarai Quintana- 33280

Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Line	Article Number	Postage
1	HSBC-FNFS V. CRIDER & LONDON - 33280	The First National Bank of Reynoldsville Main Street Reynoldsville, PA
2		Tenant/Occupants 1485 Mountain Run Road Penfield, PA 15849-2409
3		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
4		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
5		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
6		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
7		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830

Exhibit B



UNITED STATES POSTAL SERVICE  
 02 1A  
 0004605770  
 MAY 22 2008  
 MAILED FROM ZIP CODE 19109  
 \$ 03.55  
 \$ 03.55  
 MAY 22 2008  
 0004605770  
 UNITED STATES POSTAL SERVICE  
 02 1A  
 MAY 22 2008  
 MAILED FROM ZIP CODE 19109

8. HSBC-FNFS V. CRIMSON &

LONDON - 33280

United States of America

c/o Attorney for the Western District of PA

633 U.S. Post Office and Courthouse

7<sup>th</sup> & Grant Streets

Pittsburgh, PA 15219

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue, Ste 1300  
Pittsburgh, PA 15222

Commonwealth of PA  
Dept of Revenue Bureau of Compliance /Sheriff's Sales  
Department 281230  
Harrisburg, PA 17128-1230

Total Number of Pieces Listed by Sender 10	Total Number of Pieces Received at Post Office

Exhibit B

FILED  
M724564 Atty pd.  
JUN 09 2008 \$20.00

ICCALE  
William A. Shaw  
Prothonotary/Clerk of Courts  
Conway  
prop. desc.  
to Sheriff  
GR

AMENDED PRAECIPE FOR WRIT OF EXECUTION – Mortgage Foreclosure

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

v.  
Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

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

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Dorothy L. Crider and Donna M. London defendants, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a) Against Dorothy L. Crider and Donna M. London defendants
  - b) Against \_\_\_\_\_ Garnishee(s)

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

8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848  
(Specifically described property)  
(If space insufficient, attach extra sheets)

5. Amount Due	\$ 132,484.36
Interest from 4/03/08 to DATE OF SALE @ \$21.77 per diem	\$
Costs	\$ 145.00 Prothonotary costs
Total	\$ Plus Costs

DATE: June 6, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Marc J. Conway  
Attorneys for Plaintiff

### LEGAL DESCRIPTION

ALL THOSE CERTAIN two pieces or parcels of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post in now U. S. Highway Route 322, formerly Cream Hill Turnpike, thence East along lands formerly of Mary Corp, 130 perches, more or less, to a post corner of formerly George Thompson land; thence North along line of formerly George Thompson land 20 perches to a stone corner; thence West along lands of formerly Henry Aurank and Mrs. George Nolder, 130 perches, more or less, to a post of other lands of George Smith; thence South along said other lands of George Smith, 8 perches to a post in said U. S. Highway 322; thence South along said U. S. Highway Route 322, 16 1/2 perches to the place of beginning.

CONTAINING 17 acres, more or less.

ALSO

BEGINNING at a stone corner on U. S. Highway Route 322, formerly Susquehanna and Erie Turnpike, thence East 10 rods by land formerly of G. and C. Schwem; thence South 8 rods by land formerly of J. W. Korp; thence West 10 rods by land formerly J. W. Korp to U. S. Highway Route 322; thence along said highway 9 rods to the place of beginning.

CONTAINING 1/2 acre, more or less.

EXCEPTING thereout and therefrom that portion of the first parcel of subject premises sold and conveyed unto Anna Mae Snedden by Deed dated 12/26/1979 and recorded 1/10/1980 in Deed Book Volume 792 Page 73 and being more particularly described as follows to wit:

ALL THAT CERTAIN parcel and lot of land situated in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of U. S. Highway 219 (formerly 322) and at corner of land of Ellenberger, and being the Southwestern corner hereof; thence Northward along line of U. S. Highway Route 219 (formerly 322) a distance of 150 feet to a post; thence Eastward by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to a post; thence Southward still by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to line of land of Ellenberger; thence Westward along line of land of Ellenberger, 150 feet to a post on U. S. Highway Route 219 (formerly 322) the place of beginning.

CONTAINING 22,500 square feet.

EXCEPTING AND RESERVING unto the grantors, Gerald J. and Donna M. London, his wife, their heirs and assigns, all the oil, gas, coal, and any other minerals in and under the above described premises.

TAX PARCEL #107-D06-000-00007

BEING KNOWN AS 8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848

BEING THE SAME PREMISES vested in Donna M. London, widow, and Dorothy L. Crider, a singlewoman, by Deed from Donna M. London, dated 10/16/2001 and recorded 10/25/2001 in the County of Clearfield in Instrument #200117137.

Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

FILED NO  
M 13:45 PM  
JUN 09 2008  
cc  
(cc)

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  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

I, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: **8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848**, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

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

Name	Address
None other.	

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

Name	Address
The First National Bank of Reynoldsville	Main Street Reynoldsville, PA
Plaintiff herein.	

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

Name	Address
None.	

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
Tenant/Occupants	8892 Coal Hill Road(f/k/a Route 1 Box 32) Luthersburg, PA 15848

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
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Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230

8. Name and address of Attorney of record:

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: June 6, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: Marc S. Weisberg

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

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BEGINNING at a post in now U. S. Highway Route 322, formerly Cream Hill Turnpike, thence East along lands formerly of Mary Corp, 130 perches, more or less, to a post corner of formerly George Thompson land; thence North along line of formerly George Thompson land 20 perches to a stone corner; thence West along lands of formerly Henry Aurank and Mrs. George Nolder, 130 perches, more or less, to a post of other lands of George Smith; thence South along said other lands of George Smith, 8 perches to a post in said U. S. Highway 322; thence South along said U. S. Highway Route 322, 16 1/2 perches to the place of beginning.

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TAX PARCEL #107-D06-000-00007

BEING KNOWN AS 8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848

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Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

**FILED**

JUN 09 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  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

FILED

JUN 23 2008

11/8/30/c  
William A. Shaw

Prothonotary/Clerk of Courts

1 CERT. TO ATT

(60)

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 12<sup>th</sup> day of June, 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 12<sup>TH</sup> DAY

OF JUNE, 2008.

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *Marc Shaw*

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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

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

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

Attorneys for Plaintiff

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

v.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

I, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: **8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848**, a copy of the description of said property is attached hereto and marked Exhibit "A".

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1. Name and address of Owners or Reputed Owners:

Name

Address

Dorothy L. Crider

46 Taylor Avenue  
Falls Creek, PA 15840-4508

Donna M. London

28 North Church Street  
DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name	Address
Dorothy L. Crider	46 Taylor Avenue Falls Creek, PA 15840-4508
Donna M. London	28 North Church Street DuBois, PA 15801

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

Name	Address
None other.	

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

Name	Address
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Plaintiff herein.	

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

Name	Address
None.	

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

**Exhibit A**

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
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Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230

8. Name and address of Attorney of record:

None.

**Exhibit A**

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

**DATE: June 6, 2008**

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

BY: Marc S. Weisberg

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

**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.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-CD

DATE: June 12, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Dorothy L. Crider and Donna M. London

PROPERTY: 1485 Mountain Run Road (f/k/a Route 1 Box 32), Brady Township, Penfield,  
PA 1584

IMPROVEMENTS:

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, 7/11/08** at **10:00 a.m.** in the Sheriff's Office, at the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

**Exhibit B**

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

Certified Type of mail or SERVICE:  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Insured  
 Express Mail

## Exhibit B

Line	Article Number	Postage
1	HSBC V. CRIDER - 33280	The First National Bank of Reynoldsville Main Street Reynoldsville, PA
2		Tenant/Occupants 1485 Mountain Run Road Penfield, PA 15849-2409
3		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
4		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
5		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
6		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486

7	HSBC V. CRIDER - 33280	Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830									
8		United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219									
9		Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222									
10		Commonwealth of PA Dept of Revenue Bureau of Compliance / Sheriff's Sales Department 281230 Harrisburg, PA 17128-1230									
	Total Number of Pieces Listed by Sender 10	Total Number of Pieces Received at Post Office									

Exhibit B

FILED

JUN 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20771

NO: 07-1912-CD

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

VS.

DEFENDANT: DOROTHY L. CRIDER AND DONNA M. LONDON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 5/7/2008

LEVY TAKEN 6/5/2008 @ 2:30 PM

POSTED 6/5/2008 @ 2:30 PM

SALE HELD 8/1/2008

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 8/23/2008

DATE DEED FILED 8/23/2008

PROPERTY ADDRESS 8892 COAL HILL ROAD (FKA ROUTE 1, BOX 32) LUTHERSBURG, PA 15848

**FILED** pd \$5.00

0/3:50pm

SEP 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

6/23/2008 @ SERVED DOROTHY L. CRIDER

JEFFERSON COUNTY(DEPUTY BILL DOMBROWSKI) SERVED DOROTHY L. CRIDER, DEFENDANT, BY HANDING TO DOROTHY L. CIRDER  
AT HER RESIDENCE 46 TAYLOR AVENUE, FALLS CREEK, JEFFERSON COUNTY, CLEARFIELD, PENNSYLVANIA

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.

6/23/2008 @ 10:40 AM SERVED DONNA M. LONDON

JEFFERSON COUNTY(DEPUTY BILL DOMBROWSKI) SERVED DONNA M. LONDON, DEFENDANT BY HANDING TO DONNA M. LONDON AT  
HER RESIDENCE 38 NORTH CHURCH STREET, FALLS CREEK, JEFFERSON COUNTY, PENNSYLVANIA

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, JUNE 17, 2008 REPOSTED PROPERTY WITH AMMENDED WRIT AND NOTICE OF SALE.

@ SERVED

NOW, JUNE 17, 2008 DEPUTIZED JEFFERSON COUNTY TO DOROTHY L. CRIDER AND JUNE 18, 2008 DEPUTIZED JEFFERSON COUNTY  
TO SERVE DONNA M. LONDON.

@ SERVED

NOW, JULY 10, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR  
JULY 11, 2008 TO AUGUST 1, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20771

NO: 07-1912-CD

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

vs.

DEFENDANT: DOROTHY L. CRIDER AND DONNA M. LONDON

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$257.69

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

  
Chester A. Hawkins  
Sheriff

**AMENDED 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.

Dorothy L. Crider and Donna M. London  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1912-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):

All real property and improvements thereon located at:  
8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848

Amount Due	\$ 132,484.36
Interest from 4/03/08 to DATE OF SALE @ \$21.77 per diem	\$
Costs	\$ 145.00 Prothonotary costs
Total	\$ Plus Costs

Dated: 10/19/08

Received this writ this 9th day  
of June A.D. 2008  
At 3:00 A.M./P.M.

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: \_\_\_\_\_

Deputy

Chester G. Henklein  
Sheriff by Chester G. Henklein - Authorized

LEGAL DESCRIPTION

ALL THOSE CERTAIN two pieces or parcels of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post in now U. S. Highway Route 322, formerly Cream Hill Turnpike, thence East along lands formerly of Mary Corp, 130 perches, more or less, to a post corner of formerly George Thompson land; thence North along line of formerly George Thompson land 20 perches to a stone corner; thence West along lands of formerly Henry Aurank and Mrs. George Nolder, 130 perches, more or less, to a post of other lands of George Smith; thence South along said other lands of George Smith, 8 perches to a post in said U. S. Highway 322; thence South along said U. S. Highway Route 322, 16 1/2 perches to the place of beginning.

CONTAINING 17 acres, more or less.

ALSO

BEGINNING at a stone corner on U. S. Highway Route 322, formerly Susquehanna and Erie Turnpike, thence East 10 rods by land formerly of G. and C. Schwem; thence South 8 rods by land formerly of J. W. Korp; thence West 10 rods by land formerly J. W. Korp to U. S. Highway Route 322; thence along said highway 9 rods to the place of beginning.

CONTAINING 1/2 acre, more or less.

EXCEPTING thereout and therefrom that portion of the first parcel of subject premises sold and conveyed unto Anna Mae Snedden by Deed dated 12/26/1979 and recorded 1/10/1980 in Deed Book Volume 792 Page 73 and being more particularly described as follows to wit:

ALL THAT CERTAIN parcel and lot of land situated in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of U. S. Highway 219 (formerly 322) and at corner of land of Ellenberger, and being the Southwestern corner hereof; thence Northward along line of U. S. Highway Route 219 (formerly 322) a distance of 150 feet to a post; thence Eastward by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to a post; thence Southward still by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to line of land of Ellenberger; thence Westward along line of land of Ellenberger, 150 feet to a post on U. S. Highway Route 219 (formerly 322) the place of beginning.

CONTAINING 22,500 square feet.

EXCEPTING AND RESERVING unto the grantors, Gerald J. and Donna M. London, his wife, their heirs and assigns, all the oil, gas, coal, and any other minerals in and under the above described premises.

TAX PARCEL #107-D06-000-00007

BEING KNOWN AS 8892 Coal Hill Road(f/k/a Route 1 Box 32), Luthersburg, PA 15848

BEING THE SAME PREMISES vested in Donna M. London, widow, and Dorothy L. Crider, a singlewoman, by Deed from Donna M. London, dated 10/16/2001 and recorded 10/25/2001 in the County of Clearfield in Instrument #200117137.

Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DOROTHY L. CRIDER NO. 07-1912-CD

NOW, September 23, 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 August 01, 2008, I exposed the within described real estate of Dorothy L. Crider And Donna M. London to public venue or outcry at which time and place I sold the same to **BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA** he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

RDR	15.00
SERVICE	19.19
MILEAGE	16.16
LEVY	15.00
MILEAGE	16.16
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$257.69</b>

## DEED COSTS:

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

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

DEBT-AMOUNT DUE	132,484.36
INTEREST @ 21.7700 %	4,593.47
FROM 01/03/2008 TO 08/01/2008	
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 DE**

ADVERTISING	1,723.35
TAXES - COLLECTOR	1,436.22
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	257.69
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$3,844.26</b>

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

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20771

TERM & NO. 07-1912-CD

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

VS.  
DOROTHY L. CRIDER AND DONNA M. LONDON

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

**SERVE BY: JULY 21, 2008**

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** DOROTHY L. CRIDER

**ADDRESS:** 46 TAYLOR AVENUE  
FALLS CREEK, PA 15840

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, June 17, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20771 TERM & NO. 07-1912-CD

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

VS.  
DOROTHY L. CRIDER AND DONNA M. LONDON

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

**SERVE BY: JULY 21, 2008**

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** DONNA M. LONDON 6/25/08

**ADDRESS:** 28 NORTH CHURCH STREET  
FALLS CREEK, PS 15840

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, June 18, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-1912 C.D.

Personally appeared before me, Bill Dombrowski, Deputy for Carl J. Gotwald, Sr., Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on June 23, 2008 at 10:30 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon DOROTHY L. CRIDER, Defendant, at the address of 46 Taylor Avenue, Borough of Falls Creek, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Personally appeared before me, Bill Dombrowski, Deputy for Carl J. Gotwald, Sr., Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on June 23, 2008 at 10:40 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon DONNA M. LONDON, Defendant, at the address of 38 North Church Street, Borough of Falls Creek, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	49.25	Paid
Prothy:	2.00	
Total Costs:	51.25	
REFUNDED:	\$ 73.75	

Sworn and subscribed

to before me this

26<sup>th</sup>

day of

June 2008

By

Bill Dombrowski

So Answers,

Bill Dombrowski Deputy

My Commission Expires the  
1st Monday, January 2010

Carl J. Gotwald Sr. Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

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\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANCINI\*\*  
 JASON BROOKS\*  
 DEBORAH K. CURRAN\*  
 LAURA H.G. O'SULLIVAN\*  
 STEPHANIE H. HURLEY\*\*  
 HEIDI R. SPIVAK  
 MARGARET MARY BALMFORTH \*

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

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

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

SUITE 401  
 145 HUGUENOT 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) 490-3361  
 FAX (301) 490-1568  
 Also servicing the District of Columbia  
 and Virginia

Of Counsel  
 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  
 < Licensed in VA  
 \* Managing Attorney for NY  
 \*+ Managing Attorney for MD

July 10, 2008

Sheriff of Clearfield County

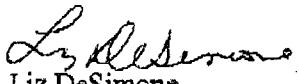
Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Dorothy L. Crider and Donna M. London  
 Clearfield County, Court of Common Pleas; No. 2007-1912CD  
 Premises: Route 1 Box 32 n/k/a 8392 Coal Run Road, Pennfield, PA

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the July 11, 2008 Sheriff's Sale. I am requesting at this time that you postpone this matter to the August 1, 2008 Sheriff's Sale.

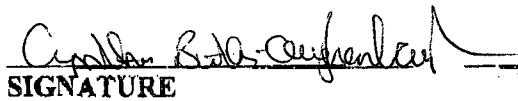
As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

  
 Liz DeSimone  
 Legal Assistant

/d

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

 7-11-08  
 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.*

THOMAS M. FEDERMAN & ASSOCIATES, LLC

By: Thomas M. Federman, Esq.

Identification No. 64068

305 York Road, Suite 300

Jenkintown, PA 19046

(215) 572-5095

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

Court of Common Pleas  
Clearfield County

V.

Dorothy L. Crider

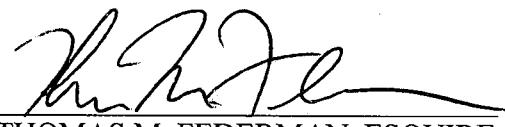
Number 2007-1912 CD

Donna M. London

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Plaintiff, Beneficial Consumer Discount  
Company d/b/a beneficial Mortgage Company of Pennsylvania in the above-captioned matter.



THOMAS M. FEDERMAN, ESQUIRE  
Co-Counsel

5  
FILED 1CC Atty  
01240LM Federman  
OCT 20 2009  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND ASSOCIATES, LLC  
By: Thomas M. Federman, Esq.  
Identification No. 64068  
305 Old York Road, Suite 300  
Jenkintown, PA 19046  
(215) 572-5095

FILED  
92:40cm  
S OCT 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Clerk

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

Court of Common Pleas  
Clearfield County

V.  
Dorothy L. Crider  
Donna M. London

Number 2007-1912 CD

MOTION TO TRANSFER OWNERSHIP AND TITLE OF AN  
ABANDONED MOBILE HOME  
PRELIMINARY

Movant, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania ("Beneficial"), was the holder of a mortgage on real property owned by the Defendants. Beneficial believed that the real property subject to its mortgage included the home, which was affixed to the land at the time of loan origination, and that the home was real property. Beneficial foreclosed on its mortgage, and took the property back at sheriff's sale. Subsequently, Beneficial discovered that the home was actually a mobile home and that the title with the Pennsylvania Department of Transportation ("PennDOT") was purged. The mobile home is vacant, abandoned and affixed to the ground. The status of title or ownership to the mobile home is an impediment to the resale of the real property, and

creates a cloud on the ownership of the mobile home. The purpose of this Motion is to transfer title of the mobile home to Beneficial, and/or a new owner in the event that PennDOT locates a certificate of title at a later date. Beneficial needs to convey clear title to the mobile home and the land upon which it is affixed.

## MOTION

Movant, Beneficial Consumer Discount Company d/b/a beneficial Mortgage Company of Pennsylvania (“Beneficial”), hereby moves this Honorable Court to declare that the mobile home has been abandoned, and to transfer ownership, if located by PennDOT to Beneficial, and in support thereof, avers the following:

1. The mobile home, and the land upon which it is situate, were subject of a mortgage foreclosure action initiated by Beneficial.
2. Beneficial was the highest bidder at a sheriff’s sale, and acquired title to the real property by deed from the sheriff. A copy of the sheriff’s deed is attached hereto as Exhibit “A.”
3. At the time of loan origination, and at all times thereafter, both Beneficial and Defendants believed that the mobile home was affixed to and part of the real property encumbered by the Mortgage at issue.
4. Beneficial did not know until after the sheriff’s sale that the dwelling was a mobile home and that the record of vehicular title to the mobile home, if any, was purged by PennDOT.
5. Beneficial believes, and therefore avers, that the Defendants have abandoned the mobile home.

6. The PennDOT Record Abstract pertaining to the mobile home, attached hereto as Exhibit "B", shows:

- Title No: PAFL122AB49611-0C13 was purged of record
- Make: Fleetwood

7. PennDOT requires a court order to cause a transfer of the title of an abandoned mobile home, however at this time the certificate of title is purged.

8. The mobile home has been vacant and free of all personal property for more than one (1) year.

9. The mobile home is affixed to the land, with a concrete foundation and utility lines running therefrom.

10. Utility service is no longer in the name of the Defendants.

11. The Clearfield County Tax Assessor's office classifies and taxes the mobile home as real estate.

12. The Defendants intended to encumber the mobile home as part of mortgage loan transaction, and received the benefit of the financing on the basis that the mobile home was real property.

13. The mobile home, abandoned yet affixed to the land, constitutes a cloud on Beneficial's title to the real property, and continues to cause injury to Beneficial as an impediment to reselling the real property.

WHEREFORE, Beneficial respectfully requests that this Honorable Court grant the relief requested in the attached Order, specifically awarding ownership of the above-referenced mobile home to Beneficial, and extinguishing any and all interests of any other party thereto. In the event that a certificate of title arises and plaintiff is unaware of the issue.

Respectfully Submitted,



Thomas M. Federman, Esq.

FEDERMAN AND ASSOCIATES, LLC  
By: Thomas M. Federman, Esq.  
Identification No. 64068  
305 Old York Road, Suite 300  
Jenkintown, PA 19046  
(215) 572-5095

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

Court of Common Pleas  
Clearfield County

V.

Dorothy L. Crider  
Donna M. London

Number 2007-1912 CD

#### MEMORANDUM OF LAW

Mobile homes are titled as motor vehicles in Pennsylvania. Sheriff's sales on real estate do not extinguish liens on vehicular titles. The subject mobile home, as well as the real property to which it is permanently affixed, were security for a mortgage loan. It is not uncommon for mobile homes to be affixed to real property and then conveyed through several owners without anyone realizing that the home is a mobile home. In fact, appraisers typically identify the mobile home as an actual home. It is almost always by chance that someone notices that the home is actually a mobile home, which invariably results in time-consuming effort to resolve the vehicular/real property title issues. In most instances, such as this case, the mobile home sits on property owned by the foreclosing mortgagee, which upon learning of the mobile home issue is unable to sell the ground with the mobile home attached, or to remove the mobile home from the ground. The result is blight in the neighborhood, a financial loss to the mortgagee, and the inability to sell the real estate.

In this case, the Defendants took no steps to remove the mobile home from the property, nor has a lienholder ever asserted any interest in the mobile home since the inception of Beneficial's mortgage. Furthermore, the certificate of title with PennDOT has been purged. Beneficial is entitled to relocate the mobile home, subject to restrictions pertaining to back taxes and township rules, but moving the mobile home to a storage area is unrealistic, as it would be merely transferring the problem to another location. Furthermore, physically detaching the mobile home from the land would be costly and damage Beneficial's property.

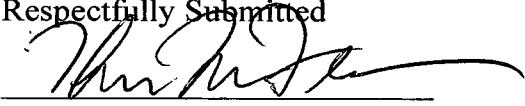
Although none of the statutory procedures for removing a mobile home belonging to third parties from private property specifically address the case at hand, the procedures in place for mobile home parks do provide guidance. 68 P.S. 250.505 of the *Landlord Tenant Act of 1951*. The case at issue is not a landlord-tenant situation, but it is analogous in that an abandoned mobile home belonging to a third party sits on land belonging to Beneficial.

Pursuant to 68 P.S. 250.102, abandoning a mobile home means "the vacating of a mobile home by a resident without notice to the community, together with the nonpayment of rent, fees, service charges and assessments (not applicable in the present case, but the mobile home is on property of Beneficial for which Defendants pay nothing), and one or more of the following: (i) the removal of most or all personal property from the mobile home; (ii) failure to use, maintain or return to the mobile home; (iii) cancellation of insurance covering the mobile home; and (iv) termination of utility services to the mobile home.

Section 68 P.S. 250.505 provides that owners of a mobile home park may remove mobile homes to a storage location upon a determination of abandonment. It does not provide any means for a landlord/park operator to dispose of a mobile home or to demolish it. Unfortunately, no legislation exists that provides a procedure for removing and disposing of a mobile home on private property.

As a practical matter, in the absence of legislation or a court order, parties such as Beneficial are left without any remedy. They cannot remove, sell, or dispose of the mobile home. An otherwise marketable property is tied up in indefinitely and eventually becomes subject to nuisance liens, municipal taxes, and maintenance issues just like any other abandoned home, which eventually become blights on the neighborhood.

Because of the lack of a statutory remedy, redress is sought through the Court's equitable powers.

Respectfully Submitted  
  
\_\_\_\_\_  
Thomas M. Federman, Esq.

## VERIFICATION

The undersigned, Thomas M. Federman, Esq., hereby certifies that he is familiar with the matters set forth 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.A. § 4904, relating to unsworn falsification to authorities.



Thomas M. Federman, Esq.

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder  
Betty L. Lansberry - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
**CLEARFIELD CO SHERIFF**

Instrument Number - 200815453  
Recorded On 9/23/2008 At 3:42:47 PM  
\*Instrument Type - DEED  
\*Total Pages - 6  
Invoice Number - 192922  
\*Grantor - CLEARFIELD CO SHERIFF  
\*Grantee - BENEFICIAL CONS DISC CO  
\*Customer - CLEARFIELD CO SHERIFF  
  
\*FEES  
STATE WRIT TAX \$0.50  
JCS/ACCESS TO JUSTICE \$10.00  
RECORDING FEES - \$15.50  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL PAID \$31.00

AFFIDAVIT No. 41731

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



*Maurene E. Inlow*

Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

*exhibit "A"*

SHERIFF'S DEED  
ACT OF 1903

## Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 plus costs, to me in hand, do hereby grant and convey to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA, the following described property, to wit:

### LEGAL DESCRIPTION

ALL THOSE CERTAIN two pieces or parcels of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post in now U. S. Highway Route 322, formerly Cream Hill Turnpike, thence East along lands formerly of Mary Corp, 130 perches, more or less, to a post corner of formerly George Thompson land; thence North along line of formerly George Thompson land 20 perches to a stone corner; thence West along lands of formerly Henry Aurank and Mrs. George Nolder, 130 perches, more or less, to a post of other lands of George Smith; thence South along said other lands of George Smith, 8 perches to a post in said U. S. Highway 322; thence South along said U. S. Highway Route 322, 16 1/2 perches to the place of beginning.

CONTAINING 17 acres, more or less.

ALSO

BEGINNING at a stone corner on U. S. Highway Route 322, formerly Susquehanna and Erie Turnpike, thence East 10 rods by land formerly of G. and C. Schwent; thence South 8 rods by land formerly of J. W. Korp; thence West 10 rods by land formerly J. W. Korp to U. S. Highway Route 322; thence along said highway 9 rods to the place of beginning.

CONTAINING 1/2 acre, more or less.

EXCEPTING thereout and therefrom that portion of the first parcel of subject premises sold and conveyed unto Anna Mae Spedden by Deed dated 12/26/1979 and recorded 1/10/1980 in Deed Book Volume 792 Page 73 and being more particularly described as follows to wit:

ALL THAT CERTAIN parcel and lot of land situated in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of U. S. Highway 219 (formerly 322) and at corner of land of Ellenberger, and being the Southwestern corner hereof; thence Northward along line of U. S. Highway Route 219 (formerly 322) a distance of 150 feet to a post; thence Eastward by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to a post; thence Southward still by remaining adjoining land of Gerald J. and Donna M. London, 150 feet to line of land of Ellenberger; thence Westward along line of land of Ellenberger, 150 feet to a post on U. S. Highway Route 219 (formerly 322) the place of beginning.

CONTAINING 22,500 square feet.

EXCEPTING AND RESERVING unto the grantors, Gerald J. and Donna M. London, his wife, their heirs and assigns, all the oil, gas, coal, and any other minerals in and under the above described premises.

TAX PARCEL #107-D06-000-00007

BEING KNOWN AS 8892 Coal Hill Road (f/k/a Route 1 Box 32), Luthersburg, PA 15848

BEING THE SAME PREMISES vested in Donna M. London, widow, and Dorothy L. Crider, a singlewoman, by Deed from Donna M. London, dated 10/16/2001 and recorded 10/25/2001 in the County of Clearfield in instrument #200117137.

Recited deed does not reflect the portion of subject premises that was sold to Anna Mae Snedden by deed dated 12/26/1979 and recorded 1/10/1980 in Book 792 Page 73.

SEIZED, taken in execution and sold as the property of DOROTHY L. CRIDER AND DONNA M. LONDON, AT THE SUIT OF BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA. JUDGMENT NO. 07-1912-CD

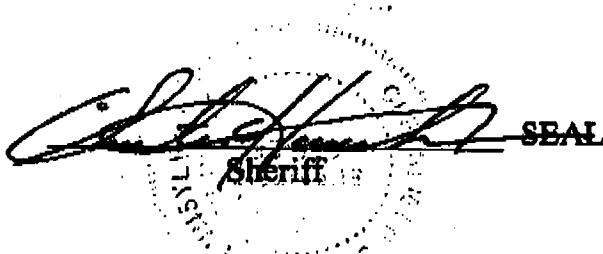
Now, September 23, 2008 the same having been sold by me to the said grantee on August 01, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on May 07, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 07-1912-CD at the suit of

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

against

**DOROTHY L. CRIDER AND DONNA M. LONDON**

IN WITNESS WHEREOF, I have hereunto affixed by signature the day September 23, 2008



SEAL  
Sheriff

**State of Pennsylvania  
County of Clearfield**

On September 23, 2008 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



Prothonotary Title of Officer

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

**CERTIFICATE OF RESIDENCE**

"I hereby Certify that the percise Residence of the Grantee or Grantees is,

  
Sheriff of Clearfield County

**BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE  
COMPANY OF PENNSYLVANIA  
961 WEIGEL DRIVE  
ELMHURST, IL 60126**

# Deed - Poll.

No.

Ches ter A. Haw kins  
High Sheriff of Clearfield County  
TO

BENEFICIAL CONSUMER DISCOUNT COMPANY DBA/BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

981 WEIGEL DRIVE  
ELMHURST, IL 60126

## S H E R I F F D E E D

Dated September 23, 2008

For \$1.00 + COSTS

Sold as the property of

DOROTHY L. CRIDER AND DONNA M. LONDON

Sold on 07-19P2-CD

33280

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
SAFETY ADMINISTRATION  
HARRISBURG, PA 17123  
7/31/08

016009

LARRY DEL VECCHIO  
3410 PIN OAK LN  
CHALFONTE PA 18914-0000

082130750000065 001

Dear Customer:

The Bureau of Motor Vehicles has received your request for information. We are not able to provide this information because the record you requested, as indicated below, does not exist in our files.

VIN : FL122AB486110C13

If you have any questions concerning this information, please contact Vehicle Record Services at the address or telephone number listed below.

Sincerely,

Customer Service Team  
Bureau of Motor Vehicles

ADDRESS CORRESPONDENCE TO:  
Department of Transportation  
Vehicle Record Services  
PO Box 68691  
Harrisburg, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-412-5300  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-412-5380  
[www.dot.state.pa.us](http://www.dot.state.pa.us)

exhibit "B"

FEDERMAN AND ASSOCIATES, LLC  
By: Thomas M. Federman, Esq.  
Identification No. 64068  
305 Old York Road, Suite 300  
Jenkintown, PA 19046  
(215) 572-5095

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

Court of Common Pleas  
Clearfield County

V.

Dorothy L. Crider  
Donna M. London

Number 2007-1912 CD

#### CERTIFICATION OF SERVICE

I, Thomas M. Federman, Esq., hereby certify that a true and correct copy of the within Motion filed by Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania pertaining to the above-captioned matter was served on 10/14/08 by first-class mail, postage prepaid, and by certified return receipted mail, upon the following:

Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840

Donna M. London  
38 North Church Street  
Falls Creek, PA 15840

#### DEFENDANTS/RESPONDENTS ARE PRO SE

Date: 9/12/08

  
\_\_\_\_\_  
Thomas M. Federman, Esq.

A

CLEARFIELD COUNTY COURT OF COMMON PLEAS  
CIVIL DIVISION

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

Court of Common Pleas  
Clearfield County

V.

Dorothy L. Crider  
Donna M. London

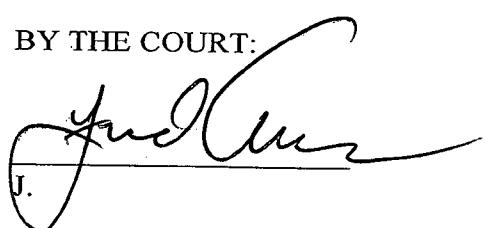
Number 2007-1912 CD

ORDER

AND NOW, this 22 day of *OCTOBER* 2008, after reasonable notice having been provided to all interested parties, the Court hereby awards to Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania ("Beneficial"), ownership of a certain mobile home bearing VIN No: PAFL122AB49611-OC13, Make: Fleetwood, situate on real property owned by Beneficial; and hereby extinguishes the right, title and interest, including liens of any other persons or legal entities, to the mobile home.

The Pennsylvania Department of Transportation shall accept this order as evidence of ownership in lieu of a certificate of title in the event that a certificate is ever located. Beneficial shall submit the appropriate forms, taxes and fees, and comply with any other procedures of the Pennsylvania Department of Transportation in order to receive the appropriate certificate of title, if one is ever located and brought to the attention of Plaintiff.

BY THE COURT:



**FILED** *cc*  
OCT 22 2008 Atty Fedesman  
GIO

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

FEDERMAN AND ASSOCIATES, LLC  
By: Thomas M. Federman, Esq.  
Identification No. 64068  
305 Old York Road, Suite 300  
Jenkintown, PA 19046  
(215) 572-5095

FILED

OCT 31 2008  
112:29 AM (610)  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Cents to 4 hrs

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

Court of Common Pleas  
Clearfield County

v.

Dorothy L. Crider  
Donna M. London

Number 2007-1912 CD

#### CERTIFICATION OF SERVICE

I, Thomas M. Federman, Esq., hereby certify that a true and correct copy of the within Order granted October 22, 2008 pertaining to the above-captioned matter was served on 10/27/08, by first-class mail, postage prepaid, and by certified return receipt mail, upon the following:

Dorothy L. Crider  
46 Taylor Avenue  
Falls Creek, PA 15840

Donna M. London  
38 North Church Street  
Falls Creek, PA 15840

#### DEFENDANTS/RESPONDENTS ARE PRO SE

Date: 10/28/08



Thomas M. Federman, Esq.

FEDERMAN & ASSOCIATES, LLC  
305 Old York Road, Suite 300  
Jenkintown, PA 19046



Dorothy M. Landis  
33 N. Church St.  
Falls Creek, PA 15840

FEDERMAN & ASSOCIATES, LLC  
305 Old York Road, Suite 300  
Jenkintown, PA 19046



Dorothy L. Cider  
419 Taylor Ave.  
Falls Creek, PA 15840