



**FILED**

**FEB 15 2008**

*m / 12:30 / um*  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 CERT TO SUP.  
+  
1 CERT TO ATT

**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  
961 Weigel Drive  
Elmhurst, IL 60126  
v.

Clearfield County  
Court of Common Pleas

Kirby Hryn a/k/a Kirby M. Hryn  
314 Pennsylvania Avenue  
Clearfield, PA 16830  
and  
Cathy Hryn a/k/a Cathy A. Stuckey a/k/a  
Cathy A. Hryn  
314 Pennsylvania Avenue  
Clearfield, PA 16830

Number **2008-271 - C9**

**CIVIL ACTION/MORTGAGE FORECLOSURE**

## NOTICE

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

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

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

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

## AVISO

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

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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 Kirby Hryn a/k/a Kirby M. Hryn, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 314 Pennsylvania Avenue, Clearfield, PA 16830.

3. The Defendant is Cathy Hryn a/k/a Cathy A. Stuckey a/k/a Cathy A. Hryn, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 314 Pennsylvania Avenue, Clearfield, PA 16830.

4. On 04/26/1998, 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 1927, Page 40.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 314 Pennsylvania Avenue, Clearfield, PA 16830.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/01/2007 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	\$	64,404.96
Interest through 01/09/2008 (Plus \$ 17.55 per diem thereafter)	\$	7,792.98
Attorney's Fee	\$	1,250.00
GRAND TOTAL	\$	73,447.94

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to 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 \$73,447.94, together with interest at the rate of \$17.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

BY: Margaret Gairo

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIR, ESQUIRE**

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

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

BY: Marg Gairo  
Attorneys for Plaintiff

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

**LARRY DEL VECCHIO**  
**PROCESS SERVER FOR**  
**A.O.S.S.**  
**P.O. BOX 344**  
**CHALFONT, PA 18914**  
**(215) 491-4469**  
**(215) 491-4473 FAX**

CHASE MANHATTAN MORTGAGE	:	COURT OF COMMON PLEAS
	:	ALLEGHENY COUNTY
	:	
VS.	:	
	:	
JOSEPH J. COLONDREA, III	:	NO. NOT YET ASSIGNED
	:	

LAST KNOWN ADDRESS: 7200 Schoyer Ave, Pittsburgh, PA 15218

LOAN NUMBER: 116-4054 PA /34367

**AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)**

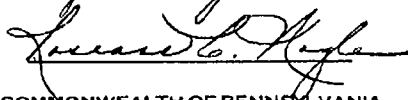
I hereby certify that on January 2, 2008, a good faith effort was made to discover the correct address of said defendant (s), by:

1. **Inquiry of Postal authority;**  
Postal authority has not responded after several written requests.
2. **Examination of local telephone directories, 411 assistance and Internet records;**  
There is no phone listing for the defendant in or around the Pittsburgh area  
Joseph Colondrea, III, 7200 Schoyer Ave., Pittsburgh, PA 15218, no phone listed
3. **Neighbor Contacts:**  
No listings in the vicinity of last known address
4. **Tax Information:**  
Tax office mails bill to 7200 Schoyer Ave.
5. **Death Records:**  
Social Security has no death records for the defendant under his SSN or name
6. **Voter Registration:**  
Defendant is registered at 7200 Schoyer Ave.

I certify that this information is true and correct to the best of my knowledge, information and belief.

BY:   
 Larry Del Vecchio, Process Server

NOTARY PUBLIC:  
 Sworn to and described  
 before me this 22<sup>nd</sup> day  
 of January 2008



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
 ROSEANN C. NAGLE, Notary Public  
 Warrington Twp., Bucks County  
 My Commission Expires January 9, 2011

## OPEN-END MORTGAGE



MTG

03

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

THIS MORTGAGE, entered into this 23rd day of April, 1998, between  
KIRBY M. HRYN & CATHY A. STUCKEY, hereafter called "Mortgagors," and

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

having an office and place of business at 90 Beaver Drive, DuBois, Pennsylvania,  
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 54,400.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of Clearfield County of Clearfield, Commonwealth of Pennsylvania, described as follows:

## EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CLEARFIELD, 2ND WARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/14/1989 AND RECORDED 08/14/1989, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1297 PAGE 345.

TAX PARCEL ID: 4.2-K08-222-43  
ADDRESS: 314 PENNSYLVANIA AVE.  
CLEARFIELD, PA

Municipal Tax Lot, Block, Uniform Parcel Identifier 4.2-K08-222-43

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1297, Page 345, as the Property therein described.

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

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

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

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

# Exhibit A



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

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

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

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

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

Kirby M. Hryn (SEAL)  
Cathy A. Stuckey (SEAL)  
Cathy A. Stuckey (SEAL)

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

On this the 23rd day of April, 1998, before me, William L. Kurtz  
(Name of Officer)

the undersigned officer, personally appeared KIRBY M. HRYN & CATHY A. STUCKEY  
(Name of Borrower)

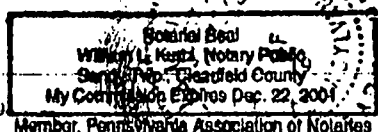
known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged  
is/are  
that they executed the same for the purposes herein contained.  
he/she/they

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

(SEAL)

My commission expires:

RI 4 PA 20/22/25, Ed. Nov. '9



Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, David W. Allshouse of Dubois, PA  
Beneficial Mortgage Company of Pennsylvania,  
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is  
90 Beaver Drive, Dubois, PA 15801  
Witness my hand, this 23rd day of April, 19 98

David W. Allshouse  
Agent of Mortgagee

Notary Public for the State of Pennsylvania  
I hereby certify that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:44 + 4-23-98  
BY Benjamin  
FEES 15.00  
Karen L. Starck, Recorder

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

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

KIRBY M. HYEN & CATHY A. STUCKEY  
*Name of Mortgagee(s)*

- to -

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

Mortgagee

*Address*

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF

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

RECORDER

Entered of Record 4-28-1998 9:22 Karen L. Starck, Recorder

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

DOCKET # 103775  
NO: 08-271-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: KIRBY HRYN aka KIRBY M. HRYN and CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN

**SHERIFF RETURN**

NOW, February 25, 2008 AT 9:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KIRBY HRYN aka KIRBY M. HRYN DEFENDANT AT 314 PENNSYLVANIA AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIRBY HRYN AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

**FILED**  
02:45p.m GK  
JUN 16 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103775  
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SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: KIRBY HRYN aka KIRBY M. HRYN and CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN

**SHERIFF RETURN**

---

NOW, February 25, 2008 AT 9:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN DEFENDANT AT 314 PENNSYLVANIA AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIRBY HRYN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	13993	20.00
SHERIFF HAWKINS	MCCABE	13993	26.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

COPY

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

FEB 15 2008

Attest.

*William H. H.*  
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**  
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**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
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Number **2008-271-CD**

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Attorney's Fee	\$	1,250.00
GRAND TOTAL	\$	73,447.94



8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to 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 \$73,447.94, together with interest at the rate of \$17.55 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

BY: Margaret Gairo

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

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

BY: \_\_\_\_\_

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

34361

LARRY DEL VECCHIO  
PROCESS SERVER FOR  
A.O.S.S.  
P.O. BOX 344  
CHALFONT, PA 18914  
(215) 491-4469  
(215) 491-4473 FAX

CHASE MANHATTAN MORTGAGE : COURT OF COMMON PLEAS  
: ALLEGHENY COUNTY  
VS. :  
JOSEPH J. COLONDREA, III : NO. NOT YET ASSIGNED

LAST KNOWN ADDRESS: 7200 Schoyer Ave, Pittsburgh, PA 15218

LOAN NUMBER: 116-4054 PA /34367

**AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)**

I hereby certify that on January 2, 2008, a good faith effort was made to discover the correct address of said defendant (s), by:

1. Inquiry of Postal authority;  
Postal authority has not responded after several written requests.
2. Examination of local telephone directories, 411 assistance and Internet records;  
There is no phone listing for the defendant in or around the Pittsburgh area  
Joseph Colondrea, III, 7200 Schoyer Ave., Pittsburgh, PA 15218, no phone listed
3. Neighbor Contacts:  
No listings in the vicinity of last known address
4. Tax Information:  
Tax office mails bill to 7200 Schoyer Ave.
5. Death Records:  
Social Security has no death records for the defendant under his SSN or name
6. Voter Registration:  
Defendant is registered at 7200 Schoyer Ave.

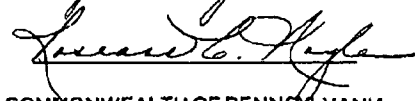
I certify that this information is true and correct to the best of my knowledge, information and belief.

BY:   
Larry Del Vecchio, Process Server

NOTARY PUBLIC:

Sworn to and described  
before me this 22<sup>nd</sup> day

of January 2008



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
ROSEANN C. NAGLE, Notary Public  
Warrington Twp., Bucks County  
My Commission Expires January 9, 2011

## OPEN-END MORTGAGE

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

THIS MORTGAGE, entered into this 23rd day of April, 1998, between  
KIRBY M. HRYD & CATHY A. STUCKEY, hereafter called "Mortgagors," and

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

having an office and place of business at 90 Beaver Drive, DuBois, Pennsylvania,  
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 54,400.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of Clearfield, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

## EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CLEARFIELD, 2ND WARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/14/1989 AND RECORDED 08/14/1989, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1297 PAGE 345.

TAX PARCEL ID: 4.2-K08-222-43  
ADDRESS: 314 PENNSYLVANIA AVE.  
CLEARFIELD, PA

Municipal Tax Lot, Block, Uniform Parcel Identifier 4.2-K08-222-43

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1297, Page 345, as the Property therein described.

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

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

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

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

Exhibit A

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

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

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

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

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

Kirby M. Hryn (SEAL)  
KIRBY M. HRYN  
Cathy A. Stuckey A/K/A (SEAL)  
CATHY A. STUCKEY A/K/A CATHY A. HRYN  
Cathy A. Hryn (SEAL)

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

On this the 23rd day of April, 1998, before me, William L. Kurtz  
(Name of Officer)

the undersigned officer, personally appeared KIRBY M. HRYN & CATHY A. STUCKEY  
(Name of Borrower)

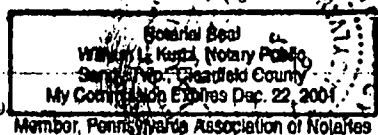
known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged  
is/are  
that they executed the same for the purposes herein contained.  
he/she/they

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

(SEAL)

My commission expires:

RL 4 PA 20/22/25, Ed. Nov. 9



William L. Kurtz  
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1927 PAGE 42

I, David W. Allshouse of Dubois, PA  
Beneficial Mortgage Company of Pennsylvania  
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is  
90 Beaver Drive, Dubois, PA 15801  
Witness my hand, this 23rd day of April, 19 98.

David W. Allshouse  
Agent of Mortgagee

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



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:44 + 4-28-98  
BY [Signature]  
FEES 15.00  
Karen L. Starck, Recorder

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

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

KIRBY M. HYRN & CATHY A. STUCKEY  
*Name of Mortgagee*

- to -

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY  
*aka Beneficial Mortgage Co. of Pennsylvania*

Mortgagee

*Address*

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF

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

RECORDER

Entered of Record 4-28-98 9:22 Karen L. Starck, Recorder