

08-473-CD

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 2030  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, Illinois 60126

Clearfield County  
Court of Common Pleas

Number: 08-473-CD

v.

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

CIVIL ACTION/MORTGAGE FORECLOSURE

FILED *Atty pd*  
*M/J: SORRY* 95.00  
MAR 17 2008  
*SHJ* ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty

## 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, Pennsylvania 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 páginas siguientes, usted tiene veinte (20) días de plazo a partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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, Pennsylvania 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 Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and his last-known address is 1206 Dillon Road f/k/a RD1 Box 350 Coalport, Pennsylvania 16627.

3. Title to said premises is vested in the name of Kenneth G. Dillon.

4. On October 18, 2000, Kenneth G. Dillon and Joan Dillon made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County as Instrument Number 200015763. Plaintiff hereby releases Joan Dillon from any liability on this cause of action.

5. On 9/7/2006, Defendant Kenneth G. Dillon departed this life. Letters Testamentary were granted on 9/18/2006 to Ronald C. Lightner, as Executor of the Estate of Kenneth G. Dillon.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 23, 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.

8. The following amounts are due on the mortgage:

Principal Balance	\$	35,434.10
Interest through November 17, 2007 (Plus \$12.13 per diem thereafter)	\$	6,501.09
Attorney's Fee	\$	1,250.00
Corporate Advances	\$	206.66
<hr/>		
GRAND TOTAL	\$	43,391.85

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 Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

10. Plaintiff does not hold Defendant personally liable on this cause of action and releases him from any personal liability. This action is being brought to foreclose his interest in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendant in the sum of \$43,391.85, together with interest at the rate of \$12.13 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

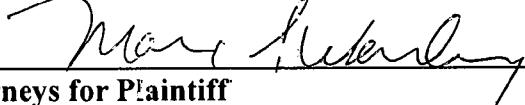
McCABE, WEISBERG, AND CONWAY, P.C.

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 18TH of OCTOBER 20 00, between the Mortgagor,  
KENNETH G. DILLON AND JOAN DILLON, MARRIED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO  
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is  
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16888  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 41,675.21, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 18, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 18, 2020;

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** **Beccaria** **Twp.** Commonwealth of Pennsylvania;

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/10/1973 AND RECORDED 10/15/1980, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 803 AND PAGE 443. TAX MAP OR PARCEL ID NO.: 101-117-46

# Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200015763  
RECORDED ON

Oct 23, 2000  
9:01:22 AM

RECORDING FEES - \$17.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$19.50

CUSTOMER  
BENEFICIAL CONS DISC CO

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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.

*Kenneth G. Dillon*  
KENNETH G. DILLON -Borrower

*Joan Dillon*  
JOAN DILLON -Borrower

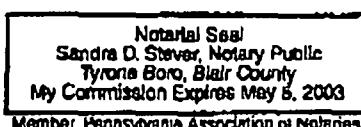
I hereby certify that the precise address of the Lender (Mortgagor) is: \_\_\_\_\_  
1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender, By: LINDA S. MILLER *Linda S. Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, County: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that  
KENNETH G. DILLON AND JOAN DILLON, MARRIED  
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 18th day of October, 2001.

My Commission expires:



*Sandra D. Stever*,  
Notary Public

This instrument was prepared by:

LINDA S. MILLER  
(Name)

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

(Space Below This Line Reserved For Lender and Recorder) \_\_\_\_\_

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

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PA001288



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McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRANCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
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123 South Broad Street, Suite 2080  
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(215) 790-1010

Attorneys for Plaintiff

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, Illinois 60126

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

O R D E R

AND NOW, this 24<sup>th</sup> day of June, 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 service by posting pursuant to Court Order which was completed on April 1, 2008. *Return To be filed within 7 days. FJA*

  
J.

FILED  
07/11/2008  
JUN 25 2008 Atty McCabe

William A. Shaw  
Prothonotary/Clerk of Courts 1CC Sheriff

610

DATE: 6/25/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED**

JUN 25 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

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  
P.O. Box 8621  
Elmhurst, Illinois 60126

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

FILED *GK*  
JUN 23 2008  
m/11:15 (C)  
William A. Shaw  
Prothonotary/Clerk of Courts  
L. Clegg -  
Atty

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 March 17, 2008, plaintiff commenced this action in mortgage foreclosure against the defendant, Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, Heir to mortgagor and last owner of record of the subject property located at 1206 Dillon Road f/k/a RD1 Box 350, Coalport, PA 16627.

2. Subsequently, on April 1, 2008, plaintiff's Complaint was served upon the defendant, Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, by handing to his Mother-in-Law, Joan Dillon at the mortgaged premises of 1206 Dillon Road f/k/a RD1 Box 350, Coalport, PA 16627.

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. McCAEE, ESQUIRE  
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  
961 Weigel Drive  
P.O. Box 8621  
Elmhurst, Illinois 60126

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

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

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

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

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

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

In this instance, the sheriff's office completed service on defendant, Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, on April 1, 2008 by handing to his Mother-In-Law, Joan Dillon, at the mortgaged premises of 1206 Dillon Road f/k/a RD1 Box 350, Coalport, PA 16627. 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 - 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  
P.O. Box 8621  
Elmhurst, Illinois 60126

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing motion pursuant to rule 405(a) Pa R C.P. for an order directing sheriff's office to file a return of service, by United States Mail, first class, postage prepaid, on the 20<sup>th</sup> day of June, 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

DOCKET # 103900  
NO: 08-473-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: RONALD C. LIGHTNER, executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner

SHERIFF RETURN

NOW, April 01, 2008 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD C. LIGHTNER Executor of the estate of Kenneth G. Dillon, Deceased Mortgagor & Real Owner DEFENDANT AT 1206 DILLON ROAD f/k/a RD#1 BOX 350, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN DILLON, MOTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/3:40cm

JUN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	16243	10.00
SHERIFF HAWKINS	MCCABE	16243	46.28

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*

Chester A. Hawkins  
Sheriff

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.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 08-473-CD

FILED  
JUL 08 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. \$20.00  
CCs Notice to Def.  
Statement to Atty  
(GD)

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

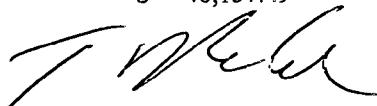
TO THE PROTHONOTARY:

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

Principal	\$ 43,391.85
Interest from 11/18/07 to 07/02/08	\$ 2,755.64

Total

\$ 46,157.49

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

AND NOW, this 8<sup>th</sup> day of July, 2008, Judgment is entered in favor of Plaintiff, Beneficial  
Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Ronald  
C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, and damages are  
assessed in the amount of \$46,157.49, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

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

Plaintiff

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 08-473-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.

COUNTY OF CLEARFIELD

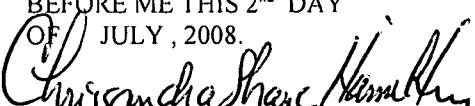
The undersigned, being duly sworn according to law, deposes and says that the Defendant, Ronald C Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, is over eighteen (18) years of age, and reside as follows:

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and Real  
Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627



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

SWORN AND SUBSCRIBED  
BEFORE ME THIS 2<sup>nd</sup> DAY  
OF JULY, 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

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.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 08-473-CD

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

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

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and Real  
Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

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

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

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.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

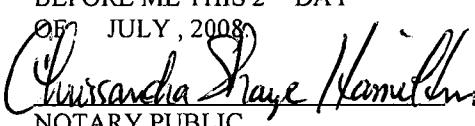
Number 08-473-CD

CERTIFICATION

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

SWORN AND SUBSCRIBED  
BEFORE ME THIS 2<sup>nd</sup> DAY

OF JULY, 2008.

  
Chrissandra Shaye Hamilton  
NOTARY PUBLIC

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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

VERIFICATION

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



---

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

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS**

William A. Shaw  
Prothonotary

April 22, 2008

To: Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon,  
Deceased Mortgagor and Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

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

vs.

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner

Clearfield County  
Court of Common Pleas

Number 08-473-CD

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

## **IMPORTANT NOTICE**

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

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

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

Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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.

ESTOS SON LOS DERECHOS IMPORTANTES:

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

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

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

**EXHIBIT A**

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

COPY

**Prothonotary**

To: Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

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

Plaintiff

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

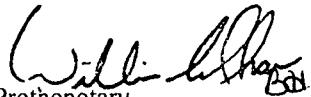
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 08-473-CD

**NOTICE**

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

 7/8/08  
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

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

No.: 2008-00473-CD

Real Debt: \$46,157.49

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald C. Lightner, Executor of the Estate  
of Kenneth G. Dillon, Deceased Mortgagor  
and Real Owner  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 8, 2008

Expires: July 8, 2013

Certified from the record this 8th day of July, 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

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183, 3257

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

Plaintiff

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exe. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 08-473-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

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

1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627

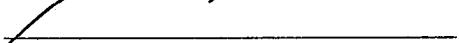
5. Amount Due	\$ 46,157.49
Interest from 7/03/08 to	\$
_____ DATE OF SALE	\$
plus \$7.58 per diem thereafter	

Total

\$

*135.00* Prothonotary costs

Dated 7/02/08

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD E. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**FILED** Atty pd. \$20.00  
m/11/29/08  
JUL 08 2008 3CCa6 wntswl  
William A. Shaw prop. desc. to Sheriff  
Prothonotary/Clerk of Courts  
(60)

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

No. 08-473-CD

*COPY*

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:

**1206 Dillon Road f/k/a RD1 Box 350, Coalport, Pennsylvania 16627**

Amount Due	\$ 46,157.49	
Interest from 7/02/2008 to	\$ 135.00	Prothonotary costs
DATE OF SALE		
@ \$7.58 per diem		
Costs	\$	
Total	\$	Plus Costs

Dated: 7/18/08  
(SEAL)

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

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

LEGAL DESCRIPTION

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

BEGINNING at a post corner of Township Road #533, (said road leading from Coalport to Utahville) a distance of 680 feet in an Easterly direction, from land of Andrews; thence from said Road mentioned above and post at corner of land of Grantor herein named, on Road side; in Southerly direction over land of Grantor, to a post on land of Grantor a distance of 435 feet; thence in an Easterly direction along lands of Grantor a distance of 410 feet; thence in a Northerly direction along land of John and Janet Simmers a distance of 435 feet, to a post on above mentioned Township Road; thence in a Westerly direction along said Road, a distance of 410 feet to a post and place of beginning.

TAX I.D. #: 101-117-46

Being known as: 1206 DILLON ROAD F/K/A RD 1 BOX 350, COALPORT, PENNSYLVANIA 16627.

Title to said premises is vested in Kenneth G. Dillon by QuitClaim Deed from Joan L. Dillon dated April 21, 2005 and recorded April 29, 2005 Instrument # 200506329.

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.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendants

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Number 08-473-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: **1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627**, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

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

Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner	1206 Dillon Road f/k/a RD 1 Box 350 Coalport, Pennsylvania 16627
--	---

2. Name and address of Defendants in the judgment:

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

Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner	1206 Dillon Road f/k/a RD 1 Box 350 Coalport, Pennsylvania 16627
--	---

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
Christoff Mitchell Petroleum	883 North Front Street Philipsburg, Pennsylvania 16866-0

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

Name	Address
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co. of Pennsylvania	961 Weigel Drive, P.O. Box 8621 Elmhurst, Illinois 60126

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
Tenants/Occupants	1206 Dillon Road f/k/a RD 1 Box 350 Coalport, Pennsylvania 16627
Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance	Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
United States of America	Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13 <sup>th</sup> Floor Ste. 1300 Pittsburgh, PA 15222
United States of America	c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name	Address
NONE	

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

July 2, 2008  
DATE

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

LEGAL DESCRIPTION

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

BEGINNING at a post corner of Township Road #533, (said road leading from Coalport to Utahville) a distance of 680 feet in an Easterly direction, from land of Andrews; thence from said Road mentioned above and post at corner of land of Grantor herein named, on Road side; in Southerly direction over land of Grantor, to a post on land of Grantor a distance of 435 feet; thence in an Easterly direction along lands of Grantor a distance of 410 feet; thence in a Northerly direction along land of John and Janet Simmers a distance of 435 feet, to a post on above mentioned Township Road; thence in a Westerly direction along said Road, a distance of 410 feet to a post and place of beginning.

TAX I.D. #: 101-117-46

Being known as: 1206 DILLON ROAD F/K/A RD 1 BOX 350, COALPORT, PENNSYLVANIA 16627.

Title to said premises is vested in Kenneth G. Dillon by QuitClaim Deed from Joan L. Dillon dated April 21, 2005 and recorded April 29, 2005 Instrument # 200506329.

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  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
FRANK DUBIN, ESQUIRE - ID #19280  
HEIDI R. SPIVAK, ESQUIRE - ID #74770

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.

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and Real  
Owner

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 08-473-CD

FILED 1cc Atty  
m/10:45cm Weisberg  
AUG 18 2008  
(LM)

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE**

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 11<sup>th</sup> day of August, 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 AND SUBSCRIBED  
BEFORE ME THIS 11<sup>TH</sup> DAY  
OF AUGUST, 2008

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

*Marc S. Weisberg*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE  
FRANK DUBIN, ESQUIRE  
HEIDI R. SPIVAK, ESQUIRE  
Attorneys for Plaintiff

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: 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

Plaintiff

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendants

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Number 08-473-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name

Address

Ronald C. Lightner, Executor of the  
Estate of Kenneth G. Dillon,  
Deceased Mortgagor and Real Owner

1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

2. Name and address of Defendants in the judgment:

Name

Address

Ronald C. Lightner, Executor of the  
Estate of Kenneth G. Dillon,  
Deceased Mortgagor and Real Owner

1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

**Exhibit A**

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

Name	Address
Christoff Mitchell Petroleum	883 North Front Street Philipsburg, Pennsylvania 16866-0

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

Name	Address
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co. of Pennsylvania	961 Weigel Drive, P.O. Box 862 Elmhurst, Illinois 60126

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
Tenants/Occupants	1206 Dillon Road f/k/a RD 1 Box 350 Coalport, Pennsylvania 16627
Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128

**Exhibit A**

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program

Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

PA Department of Revenue

Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

NONE

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

July 2, 2008  
DATE

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

Exhibit A

LEGAL DESCRIPTION

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TAX I.D. #: 101-117-46

Being known as: 1206 DILLON ROAD F/K/A RD 1 BOX 350, COALPORT, PENNSYLVANIA 16627.

Title to said premises is vested in Kenneth G. Dillon by QuitClaim Deed from Joan L. Dillon dated April 21, 2005 and recorded April 29, 2005 Instrument # 200506329.

**Exhibit A**

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  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28069  
FRANK DUBIN, ESQUIRE - ID #19280  
HEIDI R. SPIVAK, ESQUIRE - ID #74770

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.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 08-473-CD

DATE: August 11, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner

PROPERTY: 1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16527

IMPROVEMENTS: Mobile Home

The above-captioned property is scheduled to be sold at the Sheriff's Sale on OCTOBER 3, 2008 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

**EXHIBIT "B"**

McCabe, Weisberg and Conway  
12. S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**ATTN: Ashli White- 27056**

Line

Article Number

Certified  Recorded Delivery (International)  
 COD  Registered Mail  
 Delivery Confirmation  Return Rec'd for Merchandise  
 Insured  Signature Confirmation

**1 HSBC-FNFS v. DILLON - 27056**

Beneficial Consumer Discount Company  
D/B/A Beneficial Mortgage Co. of Pennsylvania  
961 Weigel Drive, P.O. Box 8621  
Elmhurst, Illinois 60126

**2**

Tenants/Occupants  
1206 Dillon Road #k/a RD 1 Box 350  
Coalport, Pennsylvania 16627

**3**

Commonwealth of Pennsylvania  
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  
TPI Casualty Unit Estate  
Recovery Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

**7**

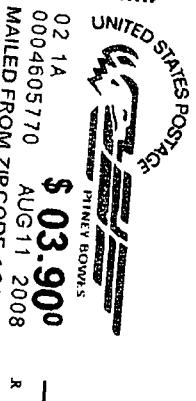
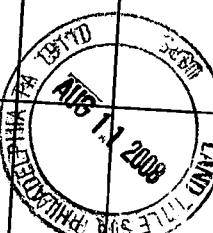
PA Department of Revenue  
Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

**8**

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
**ATTN: Sheriff's Sales**

**9**

United States of America  
Internal Revenue Service  
Technical Support Group  
William Green Federal Building  
Room 3259  
600 Arch Street  
Philadelphia, PA 19106



**EXHIBIT "B"**

10	HSBC-FNFS v. DILLON - 27056	United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219
11	Christoff Mitchell Petroleum 883 North Front Street Philipsburg, Pennsylvania 16866-0	Total Number of Pieces Listed by Sender 11

EXHIBIT "B"

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  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
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.

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner

Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 08-473-CD

FILED NOCC  
m/8/5/2008  
SEP 29 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant, Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner, by regular mail, certificate of mailing, and certified mail, return receipts requested, dated August 6, 2008, and addressed to 1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627. The regular mail was never returned, and the certified mail was signed for by Lois Lightner on August 8, 2008. True and correct copies of the letters, certificate of mailing, certified receipt numbers 7008-1140-0001-7826-3283, signed green cards are attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23<sup>RD</sup> DAY

OF SEPTEMBER, 2008.

*Gloria D. Mitchell*  
NOTARY PUBLIC  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

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  
ANDREW L. MARKOWITZ, ESQUIRE

27056

**Attorney Outsourcing Support Services, Inc.**

*Stacey O'Connell  
Operations Manager*

Suite 2050  
123 S. Broad Street  
Philadelphia PA 19109  
tel. (215)790-5964  
fax. (215)790-5990

*Serving  
Connecticut, New York,  
New Jersey, Pennsylvania,  
Maryland,  
Virginia, and D.C.*

August 6, 2008

Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, Pennsylvania 16627

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania  
vs.  
Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner  
Clearfield County; No. 08-473-CD  
Premises: 1206 Dillon Road f/k/a RD 1 Box 350, Coalport, Pennsylvania 16627

Dear Ronald C. Lightner, Executor of the Estate of Kenneth G. Dillon, Deceased Mortgagor and Real Owner:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

*Stacey O'Connell, Operations Manager  
Attorney Outsourcing Support Services, Inc.*

/mwi  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7008 1140 0001 7826 8283  
RETURN RECEIPT REQUESTED

*Assisting Attorney's in Service of Process, Skip trace Searches, Tax Certifications, Bankruptcy Filing  
Services, Death Investigations and Sheriff Sale Notifications*

*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.*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20801  
NO: 08-473-CD

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

vs.

DEFENDANT: RONALD C. LIGHTNER, EXECUTOR OF THE ESTATE OF KENNETH G. DILLON, DECEASED MORTGAGOR AND REAL OWNER

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 7/8/2008

LEVY TAKEN 7/24/2008 @ 2:20 PM

POSTED 7/24/2008 @ 2:20 PM

SALE HELD 10/3/2008

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/9/2008

DATE DEED FILED 12/9/2008

PROPERTY ADDRESS 1206 DILLON ROAD F/K/A RD 1 BOX 350 COALPORT , PA 16627  
**SERVICES**

7/30/2008 @ 11:06 AM SERVED RONALD C. LIGHTNER EXECUTOR OF KENNETH G. DILLON  
SERVED RONALD C. LIGHTNER, EXECUTOR OF KENNETH G. DILLON, AT HIS RESIDENCE 1206 DILLON ROAD F/K/A RD 1, BOX 350, BY  
HANDING TO LISA DILLON, OCCUPANT OF RESIDENCE/ADULT AT RESIDENCE

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.

S FILED pd \$5.00  
0/11:05pm  
DEC 09 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20801  
NO: 08-473-CD

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

vs.  
DEFENDANT: RONALD C. LIGHTNER, EXECUTOR OF THE ESTATE OF KENNETH G. DILLON, DECEASED MORTGAGOR AND REAL OWNER

Execution REAL ESTATE

**SHERIFF RETURN**

---

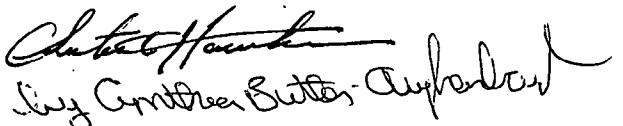
SHERIFF HAWKINS \$284.18

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

v.

Ronald C. Lightner, Executor of the Estate of Kenneth  
G. Dillon, Deceased Mortgagor and Real Owner

No. 08-473-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:  
**1206 Dillon Road f/k/a RD1 Box 350, Coalport, Pennsylvania 16627**

Amount Due	\$ 46,157.49	
Interest from 7/02/2008 to	\$ 135.00	Prothonotary costs
DATE OF SALE	\$	
@ \$7.58 per diem		
Costs	\$	
Total	\$	Plus Costs

Dated: 7/8/08  
(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

Received this writ this 8<sup>th</sup> day  
of July A.D. 2008  
At 3:00 A.M./P.M.

Chester A. Hawkins  
Sheriff by Cynthia Butler-Angelical

LEGAL DESCRIPTION

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

BEGINNING at a post corner of Township Road #533, (said road leading from Coalport to Utahville) a distance of 680 feet in an Easterly direction, from land of Andrews; thence from said Road mentioned above and post at corner of land of Grantor herein named, on Road side; in Southerly direction over land of Grantor, to a post on land of Grantor a distance of 435 feet; thence in an Easterly direction along lands of Grantor a distance of 410 feet; thence in a Northerly direction along land of John and Janet Slimmers a distance of 435 feet, to a post on above mentioned Township Road; thence in a Westerly direction along said Road, a distance of 410 feet to a post and place of beginning.

TAX I.D. #: 101-117-46

Being known as: 1206 DILLON ROAD F/K/A RD 1 BOX 350, COALPORT, PENNSYLVANIA 16627.

Title to said premises is vested in Kenneth G. Dillon by QuitClaim Ddeed from Joan L. Dillon dated April 21, 2005 and recorded April 29, 2005 Instrument # 200506329.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RONALD C. LIGHTNER EXECUTOR OF KENNETH G. DILLON

NO. 08-473-CD

NOW, December 09, 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 October 03, 2008, I exposed the within described real estate of Ronald C. Lightner, Executor Of The Estate Of Kenneth G. Dillon, Deceased Mortagor And Real Owner 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 SERVICE	15.00
MILEAGE	15.00
LEVY	32.76
MILEAGE	15.00
POSTING	32.76
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	5.04
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	32.76
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	4.86
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$284.18</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	46,157.49
INTEREST @ 7.5800 %	697.36
FROM 07/03/2008 TO 10/03/2008	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$46,874.85</b>

**COSTS:**

ADVERTISING	376.18
TAXES - COLLECTOR	1,314.78
TAXES - TAX CLAIM	1,455.39
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	284.18
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$3,829.53</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

FILED 200  
APR 03 2009  
S 10:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
G/10

McCABE, WEISBERG AND CONWAY, P.C. **Attorney for Movant**  
BY: FRANK DUBIN, ESQUIRE  
Identification Number 19280  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
FDubin@MWC-Law.com  
(215) 790 - 1010

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

Plaintiff

Clearfield County  
Court of Common Pleas

Number 08-473-CD

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner

Defendant

**MOTION TO DECREE THAT A FORECLOSURE SALE TRANSFERRED  
OWNERSHIP OF A CERTAIN MOBILE HOME TO PLAINTIFF, AND  
FURTHER THAT THE MOBILE HOME WAS  
EQUITABLY CONVERTED TO REAL PROPERTY**

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of  
Pennsylvania, by and through its counsel, Frank Dubin, Esquire, hereby moves this  
Honorable Court to issue an order stating that, with respect to a certain mobile home  
having Title Number 32112060, and VIN C20364: (i) the Sheriff's sale arising in  
connection with a foreclosure of the mortgage held by Beneficial on the property at  
1206 Dillon Road f/k/a RD1 Box 350, Coalport, PA 16627 divested Defendant's

ownership of the mobile home situate thereon, and transferred it to Beneficial; and (ii) the mobile home is equitably converted to real estate by way of this Order, and it shall not be subject to separation from the land (having tax parcel ID number 101-I17-46) on which it is situate, and in support thereof, avers the following:

1. Beneficial foreclosed on certain real property owned by Defendants, on which there was situate a mobile home.
2. The foreclosure resulted in a Sheriff's Deed conveying the subject of the mortgage to Beneficial. See Exhibit "A," a copy of the Sheriff's Deed.
3. A mobile home is situate on the real property, and utilized by the Defendants as a permanent dwelling. See Exhibit "B," a copy of the Pennsylvania Department of Transportation Vehicle Record Abstract, and see Exhibit "C," a copy of an appraisal made at the time of the making of the Beneficial loan.
4. The section of the appraisal at the bottom of the page, which is shown as "Comments," has the following entry: Subject is a 1979 DeRose Double Wide Mobile Home to be placed on a proposed full basement." This is consistent with the PDOT Vehicle Record Abstract shown in Exhibit "B." A sketch in the appraisal shows the property as a "Double Wide Mobile Home."
5. The Vehicle Record Abstract shows title to the mobile home in Kenneth G. & Joan Dillon, and that there are no liens on it.
6. Title to the property was conveyed to Kenneth G. Dillon by Joan Dillon by quitclaim deed dated April 21, 2005 and recorded on April 29, 2005 as Instrument No.

200506329. See Exhibit "D," a copy of a title report.

7. Title to the mobile home had not been surrendered to the Pennsylvania Department of Transportation at the time of the making of the mortgage loan to the Defendants — and never was surrendered.

8. Therefore, despite Beneficial's recorded, and perfected, mortgage on the property on which the mobile home was located, Beneficial did not have a perfected security interest in the mobile home.

9. But pursuant to the foreclosure on the mobile home by reason of its unperfected security interest, ownership of the mobile home was, nevertheless, acquired by Beneficial at the time of the mortgage foreclosure.

10. Notwithstanding case law, title companies consider a mobile home — no matter how permanently affixed to the land — to be personal property absent the surrender of the certificate of title.

11. Because of the refusal of title companies to insure title to mobile homes as being real property under those circumstances, Beneficial filed this motion for the purpose of making the property marketable.

12. Beneficial believes, and therefore avers, that the Defendants, in mortgaging the property to Beneficial in the original principal amount of \$41,575.21, intended to, and believed that they were encumbering the land and the dwelling, and therefore subjected the mobile home to a security agreement — notwithstanding that it was unperfected with respect to the mobile home — and fully expected that if Beneficial

foreclosed the mortgage, they would lose the mobile home and land as a single entity.

See copy of the mortgage, as Exhibit "E."

13. As there are no liens or judgments affecting the mobile home, no one will be prejudiced by the granting of the Order.

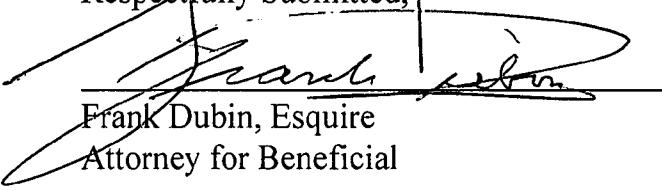
14. If Beneficial is unable to confirm ownership of the mobile home in itself, the Defendants will be unjustly enriched, and Beneficial will be harmed.

15. A certificate of title to a mobile home is only evidence of title, it is not proof of title. See Memorandum of Law, attached hereto.

16. A review of case law regarding the treatment of mobile homes that are permanently affixed to the land hold that such mobile homes are real property, but that unless title to the mobile home has been surrendered to the Pennsylvania Department of Transportation, a lien on the title is the exclusive way to obtain a perfected security interest.

WHEREFORE, Beneficial respectfully requests that this Honorable Court issue an order: (i) vesting ownership of the mobile home in Beneficial; and (ii) equitably converting the mobile home to real property by way of its Order, and further, that the mobile home shall not be subject to separation from the land on which it is situate (having tax parcel ID number 101-I17-46).

Respectfully Submitted,

  
Frank Dubin, Esquire  
Attorney for Beneficial

McCABE, WEISBERG AND CONWAY, P.C.  
BY: FRANK DUBIN, ESQUIRE  
Identification Number 19280  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790 - 1010

Attorney for Movant

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

Plaintiff

v.

Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner

Defendant

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

### MEMORANDUM OF LAW

Beneficial was a first mortgagee, which filed and prosecuted the above-captioned action in mortgage foreclosure. Following entry of judgment in Beneficial's favor, Beneficial caused a Sheriff's sale of the property subject to its mortgage. Subsequently, Beneficial learned that situate on the property was a mobile home, and that a certificate of title issued by the Pennsylvania Department of Transportation showed title in Kenneth G. & Joan Dillon, and that title to the mobile home had not been surrendered to the Pennsylvania Department of Transportation.

Notwithstanding case law to the contrary, title companies take the position that a mortgage foreclosure has no affect on the ownership of the mobile home. This Motion is filed for the purpose of addressing the title companies' concerns.

Accordingly, Beneficial respectfully requests that this Honorable Court issue an Order, that confirms ownership of the mobile home in Beneficial, and holding that the mobile home is equitably converted to real property, for the reasons set forth below.

## **MOBILE HOME TITLE IS ONLY EVIDENCE OF OWNERSHIP**

In Household Finance Corporation v. McFarland, 47 Pa. D& C.3d 180, 1987 WL 49792, the Court stated:

“Viewed in this light, section 1004 [of the Mobil Home Titling Act] cannot be read so as to require that the certificate of title be transferred before legal title to the mobile home may transfer. *Rather, we conclude, as did the Court in Bozzo v. Key Mobile Homes, Inc., 8 Pa. D&C,3d, 507, 512 (1978), that the Mobile Home Titling Act merely provides for titling of mobile homes and the availability, therefore, of establishing a security interest therein.*” (emphasis added)

Further, the purpose of requiring lien perfection in mobile homes by so noting on the certificate of title, and notifying the Pennsylvania Department of Transportation, is to provide a method whereby lenders are encouraged to finance the sale and acquisition of mobile homes because they can perfect a security interest in them to protect their investment from subsequent sales or financing. In the instant case, as can be seen from the Pennsylvania Department of Transportation Vehicle Record Abstract, there are no lien holders, and therefore the purpose of the Act would not be thwarted by transferring ownership to Beneficial. This proposition is supported by McFarland, *supra*. Specifically, McFarland states:

Section 1002 of the Mobile Home Titling Act sets forth the legislative history and rationale for enacting the statute. This section makes it clear that the purpose of the act was essentially to permit perfection of security interests in mobile homes in order to encourage their financing. This purpose is perhaps reflected best by subsection (a) and (f), which provide:

“(a) To facilitate the proper financing of mobile homes in the commonwealth of Pennsylvania and the perfecting of security interests in

connection therewith, there is a need for a certificate of title or ownership.

(f) It is, therefore, in the best interest of manufacturers, dealers and purchasers of mobile homes, and of lenders of moneys to purchasers of mobile homes, that the commonwealth establish or otherwise continue to maintain a system of recording information relative to a certificate of title or ownership for mobile homes so that security interests may be perfected by notation thereon."

Viewed in this light, section 1004 cannot be read so as to require that the certificate of title be transferred before legal title to the mobile home may transfer. Rather, we conclude, as did the court in *Bozzo v. Key Mobile Homes Inc.*, 8 Pa. D. & C.3d, 507, 512 (1978), that, "The Mobile Home Titling Act merely provides for titling of mobile homes and the availability, therefore, of establishing a security interest therein."

We believe this interpretation is in accordance with the cases dealing with titles to motor vehicles which hold that a certificate of title is not conclusive evidence of ownership, but is merely evidence to be considered in determining ownership. See *Summers Estate*, 424 Pa. 195, 226 A.2d 197 (1967); *Speck Cadillac Olds Inc. v. Goodman*, 373 Pa. 83, 95 A.2d 191 (1953); *Petition of Hennessy*, 343 Pa. Super. 293, 494 A.2d 853 (1985); *Southeast First National Bank of Miami v. Security Peoples Trust Co.*, 480 F. Supp. 1345 (W.D. Pa., 1979).

Thus McFarland stands for the proposition, *inter alia*, that the Mobile Home Titling Act merely provides for titling of mobile homes and the availability and exclusivity, therefore, of establishing a security interest therein, but that ownership may be transferred irrespective of the certificate of title.

#### **LAW OF FIXTURES**

In re Christie A. Nowlin, Debtor v. Tammac Financial Corporation and Frederick L. Reigle, Trustee, Defendants 321 B.R. 678 the Court, in a well reasoned analysis,

addressed the issue of under what circumstances, if any, a mobile home is considered real property, as follows:

“The parties agree that Pennsylvania law determines whether the mobile home constitutes real or personal property under the facts of this case. It is well established that under Pennsylvania law, chattels used in connection with real estate fall into one of three classes:

First, those which are manifestly furniture, as distinguished from improvements, and not peculiarly fitted to the property with which they are used; these always remain personality. (citations omitted). Second, those which are so annexed to the property that they cannot be removed without material injury to the real estate or to themselves; these are realty, even in the face of an expressed intention that they should be considered personality . . . (citations omitted). Third, those which, although physically connected with the real estate, are so affixed as to be removable without destroying or materially injuring the chattels themselves, or the property to which they are annexed; these become part of the realty or remain personality, depending upon the intention of the parties at the time of the annexation; in this class fall such chattels as boilers and machinery affixed for the use of an owner or tenant but readily removable. (citations omitted). Clayton v. Lienhard, 312 Pa. 433, 436-37, 167 A. 321, 322 (1933); accord Blocker v. City of Philadelphia, 563 Pa. 559, 563, 763 A.2d 373, 375 (2000). A mobile home falls within the third category noted above, and therefore, we must look to the intention of the parties, examining all of the facts and circumstances of the case, to determine whether the mobile home should be classified as real or personal property. Appeal of Lantz, 199 Pa.Super. 310, 184 A.2d 127, 129 (1962). Among the facts and circumstances we shall consider are the following: (1) whether the mobile home and the lot on which it sits are owned by the same party; (2) whether the mobile home is permanently attached to the land; (3) the method by which the mobile home is attached to the land; (4) the length of time that the mobile home has been attached to the land; (5) the

relative ease of moving the mobile home from the land; (6) whether the mobile home can be removed from the land without damaging the land; (7) whether the mobile home is necessary or essential to the real property; and (8) the conduct of the owner and whether it evidences an intent to permanently attach the mobile home to the real property. See Noll v. Harrisburg Area YMCA, 537 Pa. 274, 643 A.2d 81, 88 (1994); Lehmann v. Keller, 454 Pa.Super. 42, 684 A.2d 618, 622 (1996); Appeal of Sheetz, Inc., 657 A.2d 1011, 1014 (Pa.Cmwlth.Ct.) appeal denied 542 Pa. 653, 666 A.2d 1060 (1995); Appeal of Lantz, 184 A.2d at 129; \*682 Tamma Corporation v. Hill ( In re Hill), Case No. 1-03-01604 (Bankr.M.D.Pa. November 20, 2003); Fromm v. Frankhouser, 7 Pa. D & C.3d 560, 1977 WL 269 (Lancaster County 1977); Central Counties Bank v. Moyer, 4 Pa. D. & C.3d 304, 1977 WL 383 (Centre County 1977); Hartman v. Fulton County, 24 Pa. D. & C.2d 611, 1961 WL 6424 (Fulton County 1961); In re Coyle Assessment, 17 Pa. D. & C.2d 149, 1959 WL 7499 (Northampton County 1958).”

This case was appealed to the United States District Court, E.D. Pennsylvania. The case is Not Reported in F.Supp.2d, but is available from Lexis as 2005 U.S. Dist. LEXIS 23881 or Westlaw as 2005 WL 2660377 (E.D.Pa), a copy of which is attached for the Court’s convenience, as Exhibit “F.” The appellate opinion cites, and agrees with, the exact same criteria for determining whether a mobile home is real or personal property.

### **TAXATION**

A number of cases, not cited here, as well as by reason of tax statutes, include mobile homes “permanently attached to land or connected with water, gas, electric or sewage facilities . . . ” as being characterized as real estate, and therefore subject to valuation, assessment and taxation as such.

## ANALYSIS

In the case at hand, while the certificate of title shows title in the name of Kenneth G. & Joan Dillon, for the reasons stated above, that is only evidence of ownership.

The subject mobile home:

- sits on land owned by Defendant (prior to the foreclosure.)
- is permanently attached to the land, and was so intended. See Exhibit "C," a copy of an appraisal which states that "Subject is a 1979 DeRose Double Wide Mobile Home to be placed on a proposed full basement." The property was appraised for the loan in contemplation that the DeRose would be permanently affixed to the land as a dwelling, and it was, and remains to this day as such. An addendum to the appraisal titled "Property Details" under the subheading "Comments on Exterior of Home" states "In process of moving onto foundation," which shows that the mobile home is permanently affixed to the subject lot. See, also, the building sketch which shows it as a Double Wide Mobile Home.
- would not be easy to remove, and would severely damage the remaining land.
- the mobile home is necessary and essential to the real property, as together they provided a permanent dwelling for Kenneth G. Dillon and Joan Dillon.
- Kenneth G. Dillon and Joan Dillon mortgaged the mobile home and land as a single unit, and no doubt had no idea that there was any distinction between a mobile home on land and a more conventional dwelling on land, Therefore their conduct evidenced an intent to permanently attach the mobile home to the real property, and that they considered the mobile home to be real property.

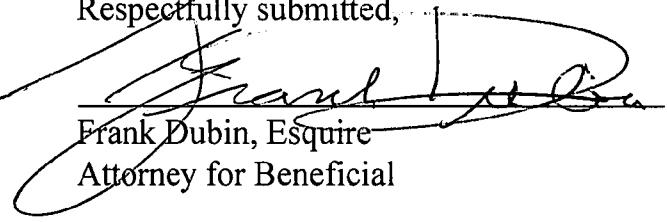
## CONCLUSION

The analysis has shown that: (i) a certificate of title is only evidence of title, but is not dispositive of ownership; (ii) the law of fixtures is applicable to mobile homes; and (iii) where property is permanently affixed to the ground, and is connected to various utilities, the tax authorities consider the mobile home to be real property, and tax it as

such. Accordingly, a foreclosure of a mortgage on land upon which there is a mobile home that meets the criteria for characterization as real property under Pennsylvania law is conveyed by the sheriff's deed, along with the land, to a foreclosing mortgagee.

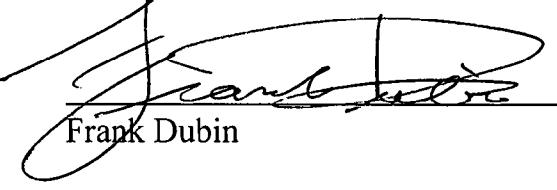
For the foregoing reasons, Beneficial respectfully requests that the Court enter the attached proposed Order.

Respectfully submitted,

  
Frank Dubin, Esquire  
Attorney for Beneficial

**VERIFICATION**

The undersigned, Frank Dubin, 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.

  
Frank Dubin

# **EXHIBIT “A”**

27056  
RSD

# 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

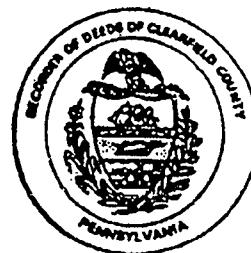
Instrument Number - 200819533  
Recorded On 12/9/2008 At 11:05:52 AM

\* Instrument Type - DEED  
\* Total Pages - 5  
Invoice Number - 196547  
\* Grantor - CLEARFIELD CO SHERIFF  
\* Grantee - BENEFICIAL CONSUMER DISCOUNT COMPANY  
\* Customer - CLEARFIELD CO SHERIFF

\* FEES  
STATE WRIT TAX \$0.50  
JCS/ACCESS TO JUSTICE \$10.00  
RECORDING FEES - \$13.50  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL PAID \$29.00

AFFIDAVIT No. 41975

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.

## 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 THAT CERTAIN piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Township Road #533, (said road leading from Coalport to Utahville) a distance of 680 feet in an Easterly direction, from land of Andrews; thence from said Road mentioned above and post at corner of land of Grantor herein named, on Road side; in Southerly direction over land of Grantor, to a post on land of Grantor a distance of 435 feet; thence in an Easterly direction along lands of Grantor a distance of 410 feet; thence in a Northerly direction along land of John and Janet Simmers a distance of 435 feet, to a post on above mentioned Township Road; thence in a Westerly direction along said Road, a distance of 410 feet to a post and place of beginning.

TAX I.D. #: 101-117-46

Being known as: 1206 DILLON ROAD F/K/A RD 1 BOX 350, COALPORT, PENNSYLVANIA 16627.

Title to said premises is vested in Kenneth G. Dillon by QuitClaim Deed from Joan L. Dillon dated April 21, 2005 and recorded April 29, 2005 Instrument # 200506329.

SEIZED, taken in execution and sold as the property of RONALD C. LIGHTNER, EXECUTOR OF THE ESTATE OF KENNETH G. DILLON, DECEASED MORTGAGOR AND REAL OWNER, at the suit of BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA. JUDGMENT NO. 08-473-CD

Now, December 09, 2008 the same having been sold by me to the said grantee on October 03, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on July 08, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 08-473-CD at the suit of

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

against

RONALD C. LIGHTNER, EXECUTOR OF THE ESTATE OF KENNETH G. DILLON, DECEASED MORTGAGOR AND REAL OWNER

IN WITNESS WHEREOF, I have hereunto affixed by signature the day December 09, 2008



Charles H. Hausey  
Sheriff  
Clearfield County Sheriff's Office  
December 9, 2008

SEAL

State of Pennsylvania  
County of Clearfield

On December 09, 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 thereinstated and for the purposes therein contained.

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

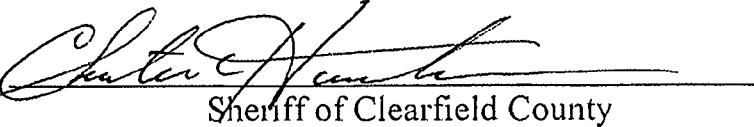


Prothonotary, Title of Officer

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

#### CERTIFICATE OF RESIDENCE

"I hereby Certify that the precise 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, ILLINOIS 60126

# Deed - Poll.

No.

Ches ter A. Haw kins  
High Sheriff of Clearfield County

TO

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

961 WEIGEL DRIVE  
ELMHURST, ILLINOIS 60126

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

Dated December 09, 2008

For \$1.00 + COSTS

Sold as the property of

RONALD C. LIGHTNER, EXECUTOR OF THE ESTATE OF KENNETH G. DILLON,  
DECEASED MORTGAGOR AND REAL OWNER

Sold on 08473-CD

# **EXHIBIT “B”**

## PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

## VEHICLE RECORD ABSTRACT

2/06/08

PAGE 1

016009

080370756000127 002

OWNER : KENNETH G & JOAN DILLON      LESSEE : NONE  
R D 1 BOX 110  
COALPORT PA 16627

TITLE NUMBER	:	32112060			
TAG NUMBER	:		TITLE DATE	:	12/11/79
VIN	:	C20364	REGISTRATION EXPIRY DATE:		
MAKE	:	DEROSE	BODY TYPE	:	MH
MODEL	:		ODOMETER READING	:	*
RENEWAL WID	:		*EXEMPT BY FED LAW		
PREVIOUS TAG	:		DUPLICATE TITLE COUNT	:	0
LIENS	:	NO	VEHICLE YEAR	:	1979
STOPS	:	NO	STOLEN DATE	:	

## TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

## LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

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

# **EXHIBIT “C”**

NATIONAL REAL ESTATE LOAN SERVICES



# REAL ESTATE APPRAISAL

A Product Of

**NATIONAL REAL ESTATE LOAN SERVICES**

LENDER: **BENEFICIAL C.D.C.**  
TYRONE

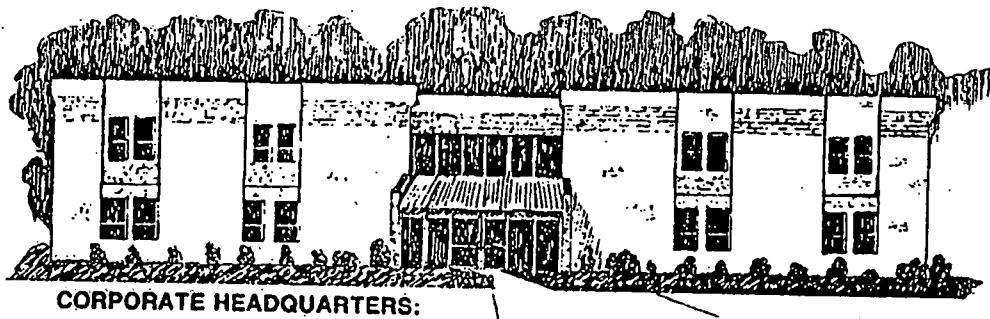
BORROWER: **DILLON, KENNETH G.**

LOCATION: **RD 1 BOX 350 COALPORT, PA**

MARKET VALUE: **\$32,000**

\*FORCED SALE: **\$25,000**

\*THE (FORCED SALE VALUE) REFERENCED ON THIS COVER SHEET IS PROVIDED AS A  
COURTESY AND IS IN NO WAY TO BE CONSIDERED A PART OF THE APPRAISAL.



**CORPORATE HEADQUARTERS:**

One Rutgers Rd. • Pittsburgh, Pennsylvania 15205-2550 • 412-922-9700 • 1-800-860-0836 • Fax: 412-937-1465  
412-921-7400 • 1-800-753-3339 • Fax: 412-921-7447

### CAUTION TO CUSTOMERS

This appraisal has been prepared solely for the use and benefit of the individual or firm who has contracted National Real Estate Loan Services, Inc. Any use by any other person or entity is strictly prohibited.

The property which is the subject matter of this appraisal has been viewed in accordance with the Uniform Standards of Professional Appraisal Practices and/or accepted appraisal practices. There has been no inspection or testing of the mechanical systems or structural inspection of the improvements situated upon the property. It is recommended that prior to rendering a decision regarding lending or investment, the client of NRELS have the mechanical and structural aspects of the property inspected by duly qualified experts.

### NOTICE TO LENDER

THE FOLLOWING NOTICE IS APPLICABLE FOR APPRAISED PROPERTIES WITH PRIVATE WATER SYSTEMS (WELL, SPRING, CISTERNS, ETC.) AND/OR PRIVATE SEWAGE DISPOSAL SYSTEMS.

If the subject property appraised has a private water system (well, spring, cistern, etc.) and or private sewage disposal system, a qualified professional must test the above referenced systems and certify their current functional utility with respect to all generally accepted standards.

The findings of the above referenced test(s) by a qualified professional selected by the Lender are not warranted or guaranteed by NRELS. NRELS reserves the right to re-evaluate the appraised property in the event a negative finding should occur.

Regardless of the findings no future representation as to the functional utility/adequacies and/or integrity of these systems can or will be warranted or guaranteed by NRELS.

Unless otherwise noted on the report, at the time of the property inspection the appraiser observed no infestation caused by any woodboring insects, rodents, bats, squirrels, and/or birds. It is recommended that the Lender have the subject property inspected by a qualified professional to determine if there is an infestation condition which was not evident to the appraiser.

The purpose of the appraisal was to estimate the market value of the subject property, as improved, in unencumbered fee simple interest. NRELS makes no representation as to future value.

NRELS expressly disclaims any liability or responsibility for latent or hidden defects and/or conditions which may exist which are not readily apparent to a visual inspection. NRELS also expressly disclaims any liability or responsibility for presently existing or subsequently discovered environmental problems or conditions, including but not limited to: (1) asbestos; (2) UREA/formaldehyde; (3) radon; (4) any hazardous or toxic substances.

### LIMITATION OF LIABILITY

NATIONAL REAL ESTATE LOAN SERVICES WILL REVIEW THIS APPRAISAL AGAINST CLAIMS OF CROSS NEGLIGENCE OR FRAUD COMMITTED BY THE APPRAISER. THE LIABILITY OF NRELS IS LIMITED TO THE CLIENT'S NET LOSS OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER IS LESS. NRELS DOES NOT ACCEPT ANY LIABILITY FOR ERRORS OF THE MULTIPLE LISTING SERVICE OR OTHER DATA SOURCES.

THIS APPRAISAL HAS BEEN REVIEWED FOR COMPLIANCE WITH NATIONAL REAL ESTATE LOAN SERVICES, INC. APPRAISAL STANDARDS AND APPLICABLE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE OF THE APPRAISAL FOUNDATION. FOR PURPOSES OF THE REVIEW, ALL STATEMENTS OF FACT CONTAINED HEREIN ARE ASSUMED TO BE TRUE AND CORRECT. THE REVIEWER DID NOT INSPECT THE PROPERTY.

REVIEWER:

*Mary J Amico*

DATE: 4-13-94

## UNIFORM RESIDENTIAL APPRAISAL REPORT

A-94-008780

File No. NRELS/Dillon 4/94

## Property Description

Property Address RD#1, Box 350

City Coalport

State PA

Zip Code 16627

County Clearfield

Legal Description See attached deed

Assessor's Parcel No. 101-I17-46

Tax Year 1994 RE Taxes \$909.65

Special Assessments \$None

Borrower Dillon, Kenneth C. & Joan Current Owner Dillon, Kenneth & Joan Occupant  Owner  Tenant  VacantProperty rights appraised  Fee Simple  Leasehold Project Type  PUD  Condominium (HUD/VA only) HOAS  None/Mo.

Neighborhood or Project Name Beccaria Township

Map Reference N/A

Census Tract 3318

SUBJECT

Sale Price \$ --

Date of Sale --

Description and \$ amount of loan charges/concessions to be paid by seller None

Lender/Clien NRELS/Beneficial C. D. C.

Address 1067 Pennsylvania Avenue, Tyrone, PA 16686

Appraiser Thomas P. Walsh

Address 108 South Front Street, Clearfield, PA 16830

Location	Urban	Suburban	Rural	Predominant occupancy	Single family housing PRICE \$ (000)	Present land use %	Land use change
Build up	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Under 25%	<input type="checkbox"/> Owner	10 Low 5	15	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	80 High 50	0	<input type="checkbox"/> In process
Property values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Predominant	0	To: --
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> Inbalance	<input type="checkbox"/> Oversupply	<input type="checkbox"/> Vacant (5-10%)	<input type="checkbox"/> Commercial	0	--
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.	<input type="checkbox"/> Vacant (over 1 yr)	35	40	85

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: See Attached Addendum.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
**There are no apparent adverse factors which would affect the subject's marketability. Distance to employment and shopping area typical for rural areas of the county. Market appeal of the subject neighborhood is average.**

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
**See Attached Addendum.**

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?  YES  NO

Approximate total number of units in the subject project **N/A**Approximate total number of units for sale in the subject project **N/A**Describe common elements and recreational facilities: **N/A**

Dimensions 435'x410'x435'x410'

Site area **4.09 Acres +/-**Specific zoning classification and description **Township not zoned**Zoning compliance  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoningHighest & best use as improved:  Present use  Other use (explain)

Utilities	Public	Other	Off-site Improvements	Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Steel	Macadam	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	Propane	Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	Well	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>
Sanitary sewer	<input type="checkbox"/>	Private	Street lights	None	<input type="checkbox"/>	<input type="checkbox"/>
Storm sewer	<input type="checkbox"/>	None	Allay	None	<input type="checkbox"/>	<input type="checkbox"/>

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): See Attached Addendum.

## GENERAL DESCRIPTION

No. of Units **One**No. of Stories **One**Type (Det./Att.) **Detached**Design (Style) **DW MH**Existing/Proposed **Ex & Pro**Age (Yrs.) **15**Effective Age (Yrs.) **12-15**Manufactured House **Yes**

## EXTERIOR DESCRIPTION

Foundation **Block**Exterior Walls **Aluminum**Roof Surface **Comp. roll**Gutters & Downsp. **None**Window Type **Awn & DH**Storm/Screens **Inter/Yes**Manufactured House **Yes**

## FOUNDATION

Slab **--**Crawl Space **--**Basement **100%**Sump Pump **NO**Dampness **--**Settlement **--**Infestation **--**

## BASEMENT

Area Sq.FL **1344**X Finished **--**Ceiling **--**Walls **Block**Floor **Concrete**Outside Entry **Yes**

## INSULATION

Roof **Cncl.**Ceiling **Cncl.**Walls **Cncl.**Floor **Cncl.**None **--**Unknown **--**

## DESCRIPTION OF IMPROVEMENTS

Rooms

Foyer

Living

Dining

Kitchen

Den

Family Rm.

Rec. Rm.

Bedrooms

# Bath

Laundry

Other

Area Sq.FL

Basement

Level 1

1

1

1

3

2

1,344

Level 2

0

0

0

Comments above grade contains: **6 Room(s), 3 Bedroom(s), 2 Bath(s), 1,344 Square Feet of Gross Living Area**

INTERIOR

Materials/Condition

Floors **Carp. Vinyl-Avg**Walls **Panel-Avg**Trim/Finish **Average**Bath Floor **Vinyl-Avg**Bath Wallcovering **None**Doors **Combination-Avg**Condition **--**

HEATING

Type **FA**Fuel **Oil**Condition **AVG.**

COOLING

Central **No**Fan/Hood **No**Other **No**Condition **--**

KITCHEN EQUIP.

Refrigerator **X**Range/Oven **X**Disposal **None**Dishwasher **None**Microwave **None**Washer/Dryer **None**Condition **--**

ATTIC

None **X**Stairs **None**Drop Stair **None**Scuttle **None**Floor **None**Heated **None**Condition **--**

AMENITIES

Fireplace(s) # **0**Patio **None**Deck **Open rear**Porch **Open front**Fence **None**Pool **None**

CAR STORAGE:

None **None**Garage **None**Attached **None**Detached **None**Built-in **None**Carport **None**Driveway **None**Condition **--**

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **Subject is a 1979 DeRose Double Wide Mobile Home to be placed on a proposed full basement. Property is located in an average rural neighborhood. Physical: normal wear and tear. Functional and External: none noted.**

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **No adverse environmental conditions were noted during the property inspection.**

Comments

Form 104, Rev. 10-83

Form 104, Rev. 10-83

Form 104, Rev. 10-83

PAGE 1 OF 2

Form 104, Rev. 10-83

## UNIFORM RESIDENTIAL APPRAISAL REPORT

ESTIMATED SITE VALUE			\$ 4,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property):
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
Dwelling 1,344 Sq. Ft. \$ 25.39			\$ 34,124	GLA 24.00 x 56.00 x 1 = 1344
Bsmt. 1344 Sq. Ft. \$ 7.45			\$ 10,013	Cost data from Marshall and Swift. Site
Deck, Porch			\$ 2,781	value has been estimated on basis of sales of similar lots in the local area.
Garage/Carport -- Sq. Ft. \$ --			\$ 0	
Total Estimated Cost New			\$ 46,918	
Less Physical Functional External				
Depreciation 15,000 \$ 30			\$ 15,000	
Depreciated Value of Improvements			\$ 31,918	
"As-Is" Value of Site Improvements			\$ 3,000	
INDICATED VALUE BY COST APPROACH			\$ 38,900	

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		Address	City, State	Address	City, State	Address	City, State
Address	Coalport, PA	RD01, Box 350	9 Penn Street	502 Hemlock Street	601 Fletcher Street		
Proximity to Subject			Grampian, PA	Philipsburg, PA	Clearfield, PA		
Sales Price	\$ 35,000	\$ 35,000	\$ 24,510	\$ 25,000	\$ 40,000	\$ 33,000	
Price/Gross Liv. Area	\$ 0.00 ps	\$ 24,040					
Data and/or Verification Sources	Inspection	Files	Public Records	Files	Public Records	Files	Public Records
DESCRIPTION	DESCRIPTION	(+) Adjustment	DESCRIPTION	(+) Adjustment	DESCRIPTION	(+) Adjustment	
Sales or Financing Concessions	Conventional Sale	--	Conventional Sale	--	Conventional Sale	--	
Date of Sale/Time	9/14/93		3/18/93		9/22/93		
Location	Rural-Avg		Rural-Avg		Suburb-Avg		
Leasehold/Fee Simple	Fee Simple		Fee Simple		Fee Simple		
Site	4.09 acres	.31 acre	+1,000	.17 acre	+2,000	.32 acre	
View	Average	Average		Average		Average	
Design and Appeal	DW MH-Avg	DW MH-Avg		Ranch-Good	-2,000	MH & Addit-Avg	
Quality of Construction	Average	Average		Average		Average	
Age	1979	1988	-2,000	1940+-	+2,000	1979	
Condition	Average	Average+		Average	--	Good	-4,000
Above Grade	Total: Bdrms: Baths:	Total: Bdrms: Baths:	--	Total: Bdrms: Baths:	+1,000	Total: Bdrms: Baths:	--
Room Count	6 : 3 : 2	7 : 3 : 2	--	6 : 3 : 1	+1,000	7 : 3 : 1	+1,000
Gross Living Area	1,344 Sq. Ft.	1,456 Sq. Ft.	-1,000	1,020 Sq. Ft.	+3,000	1,212 Sq. Ft.	+1,000
Basement's Finished	Full bsmt- Unfinished	Full bsmt- Unfinished		Part bsmt- Unfinished		Crawl space Unfinished	+4,000
Functional Utility	Average	Average		Average		Average	--
Heating/Cooling	FA-Oil	FA-Oil		FA-Oil		BB-Elec.	--
Energy Efficient Items	Minimal	Minimal		Minimal		Minimal	--
Garage/Carport	1 Car-Integ	None	+1,000	Carport		2 Car-Detach	-3,000
Porch, Patio, Deck	Porch, Deck	Porch, Deck		Porches		Porch, Deck	--
Fireplace(s), etc.	None	None		None		None	--
Fence, Pool, etc.	None	None		None		Pool	-2,000
Kit. Equip. Appliances	Appliances	Appliances		Appliances		Appliances	--
Net Adj. (total)	\$ 3,000	\$ 3,000		\$ 6,000		\$ 6,000	
Adjusted Sales Price of Comparable	\$ 32,000			\$ 31,000		\$ 34,000	

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): See Attached Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date/Price and Date	8/10/73	N/A	N/A	N/A
Source for prior sales	\$1.00	--	--	--
with year of appraisal	Public Record	--	--	--

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:  
Subject is not under contract of sale and is not listed for sale.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 32,000  
INDICATED VALUE BY INCOME APPROACH (if applicable) Estimated Market Rent \$ N/A / Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made  "as is"  subject to the repairs, alterations, inspections or conditions listed below  subject to completion per plans and specifications  
Conditions of Appraisal: See Attached Addendum.

Final Reconciliation: The most weight has been given to the Market Data Approach. It best reflects activity in the marketplace. The Cost Approach is supportive of the value indicated by the market.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF April 5, 1994

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 32,000

APPRAYER:

Signature: Thomas P. Walsh

Name: Thomas P. Walsh

Date Report Signed: April 7, 1994

State Certification # RL-000498-L

Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature

Name

Date Report Signed

State Certification #

Or State License #

Old  Old Not Inspect Property

State

State

# COLDWELL BANKER Amon, Shimmel and Walsh Realtors

A-94-008780  
File No. NRELSDillon4/94

## NEIGHBORHOOD BOUNDARIES AND CHARACTERISTICS:

Neighborhood is defined as Beccaria Township, Clearfield County, PA. Beccaria is a rural township in the southern part of the county near the Borough of Coalport. Homes in the area provide a mix of older, two story; newer, one story; and mobile homes. Children attend Glendale Area Schools; bus to all grades.

## NEIGHBORHOOD MARKET CONDITIONS:

Market conditions are average at the present time. Loan terms are favorable and mortgage money is readily available. Loan discounts and seller concessions in financing are not common in the local area. Economic conditions in the area are expected to improve over the next two years. The state is constructing a new correctional facility in a nearby township and this will provide several hundred construction jobs with several hundred full time positions available when the facility is completed.

## SITE COMMENTS:

Site is a typically sized rural homesite of 4.09 acres on Township Road 533. Second mobile home on property is not hooked up to utilities and has not been included in this evaluation. Site is near level and is cleared.

## ADDITIONAL FEATURES:

Open front stoop; open rear deck. These porches are to be added after home is placed on new foundation. Above ground pool in rear yard. This amenity is not included in this appraisal.

## SALES COMPARISON COMMENTS:

All sales are one story homes with Sale #1 being most similar to the subject in style (DW MH). Sale #2 is a site built home that is similar to the subject in quality of construction. Sale #3 is a single wide mobile home with a full length addition. Sale #1 has a full basement. Sale #2 has a partial basement. Sale #3 is built on a crawl space. Sales #1 and #2 are most similar to the subject in location, while Sale #3 is located in a superior suburban neighborhood. Sale #1 has been given the most weight due to it's many similarities to the subject. Due to the rural character of the local area, sale data is typically scarce and is scattered over a wide geographic area. For this reason, the search for sales has been extended in both time and distance. The sales recited are considered to be the best of those sales researched for this appraisal. Use of other available sales would have produced less desirable adjustments than those made for the sales recited. Sale #2 has exceeded FNMA Guidelines for line, net and gross adjustments. Sale #2 has exceeded guidelines for gross adjustment. These departures from guidelines are due to the number and size of adjustments required for these two sales.

## CONDITIONS OF APPRAISAL:

Lack of single family rentals in the local area makes CRM Analysis impractical. An averaging process has not been used in this appraisal. Appraisal is contingent upon completion of the proposed foundation and basement in a timely and workmanlike fashion and according to the specifications provided. Appraisal is also contingent upon placement of the home on the completed basement.

**MAP SKETCH ADDENDUM**

Borrower/Client: Dillon, Kenneth G. and Joan

Property Address: R.D.1, Box 350

City: Coalport

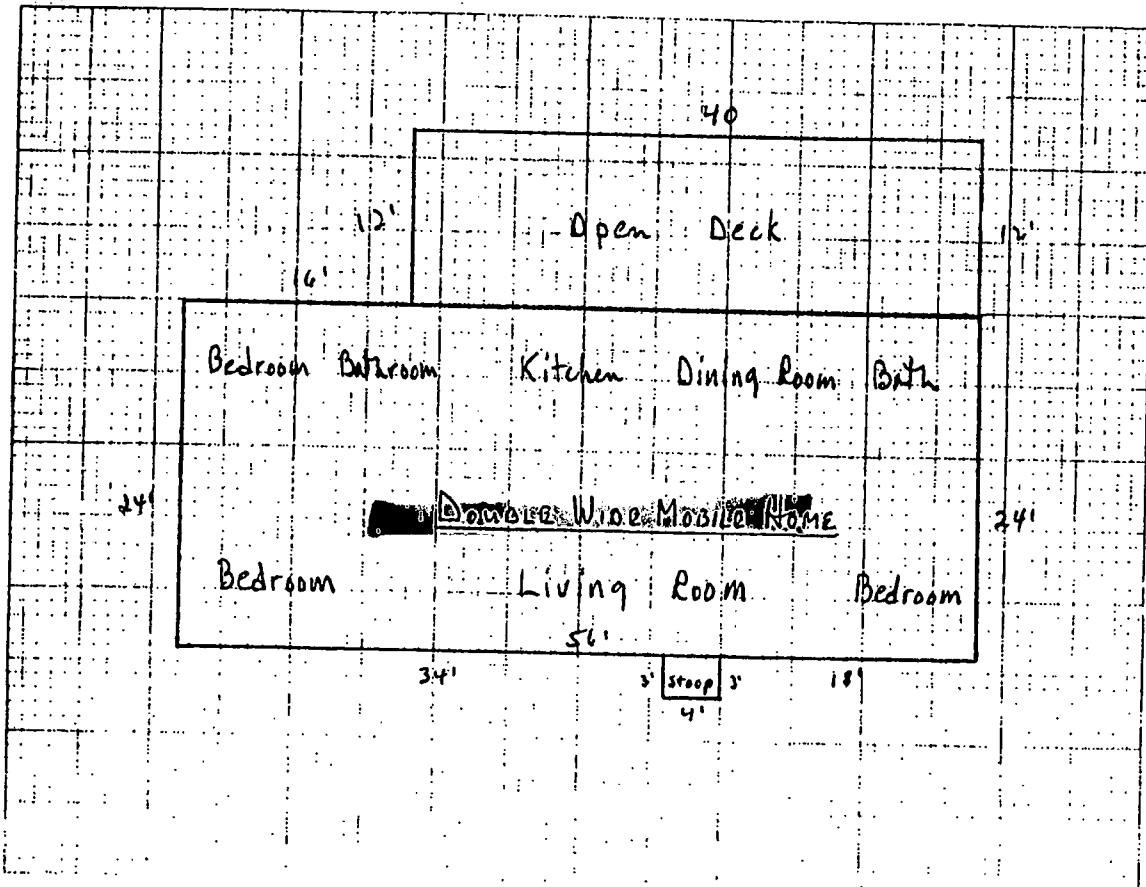
County: Clearfield

State: PA

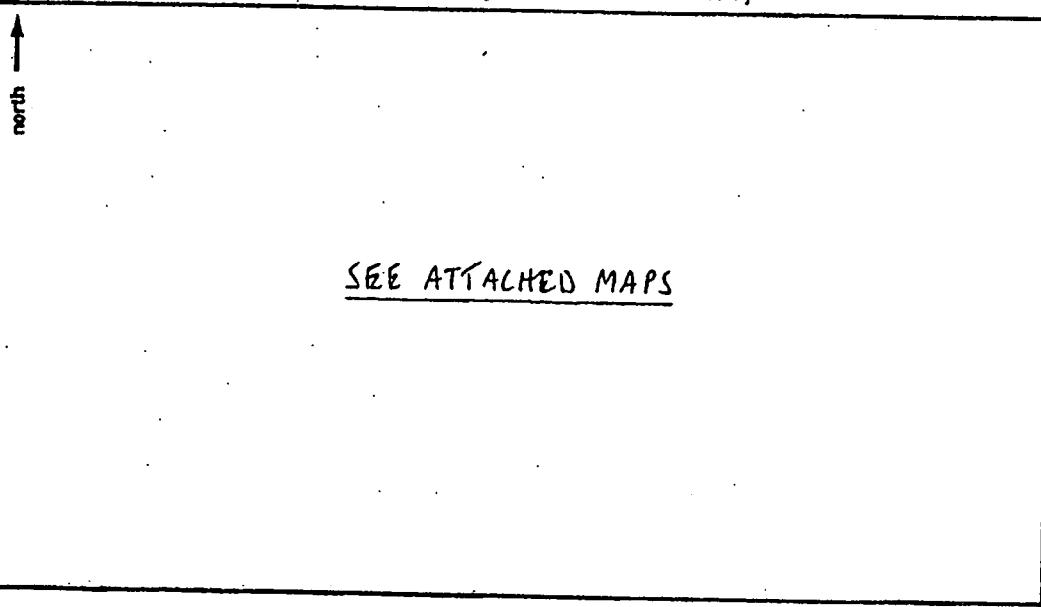
Zip Code: 16627

Lender: NRELS/Beneficial C.D.C.

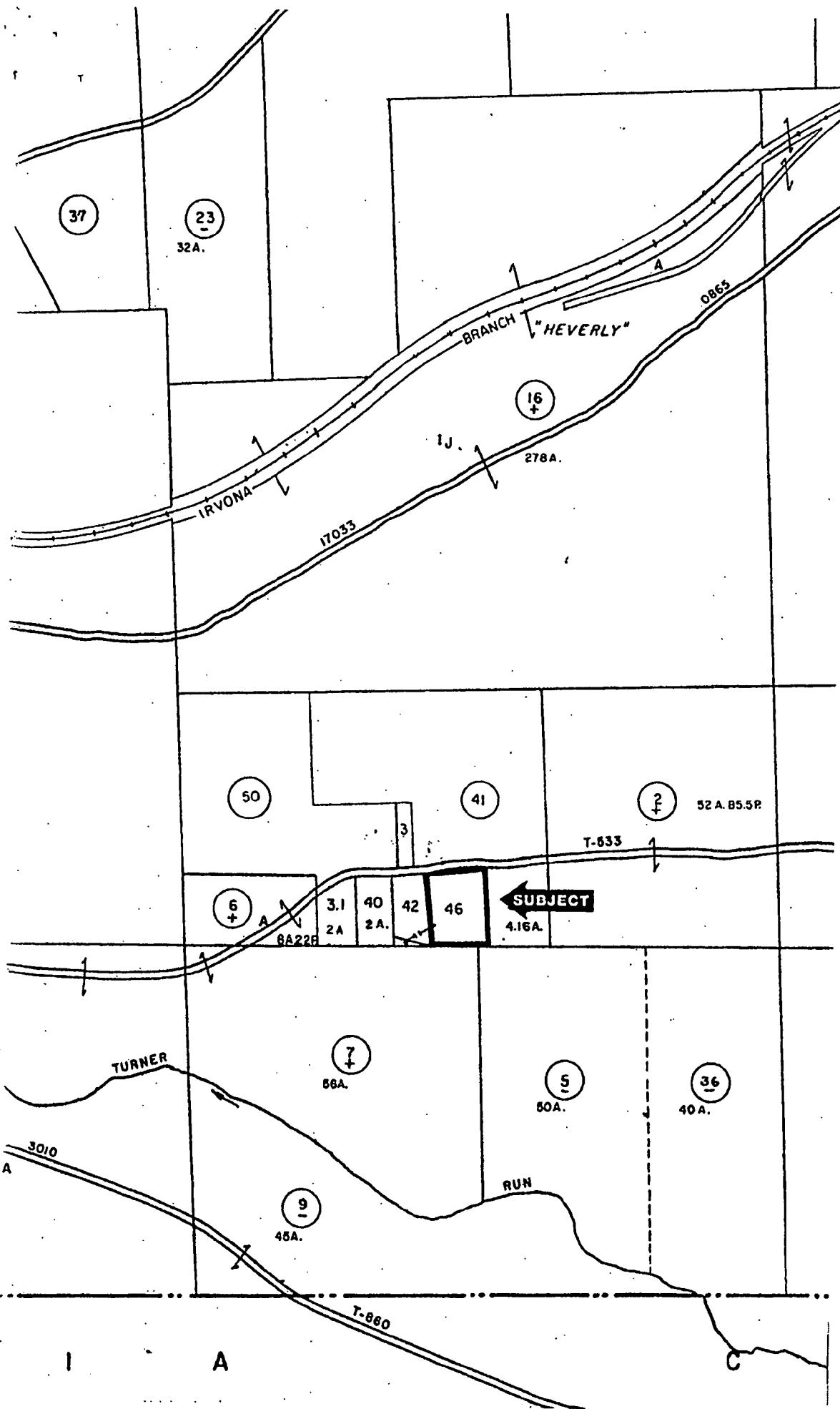
**BUILDING SKETCH**

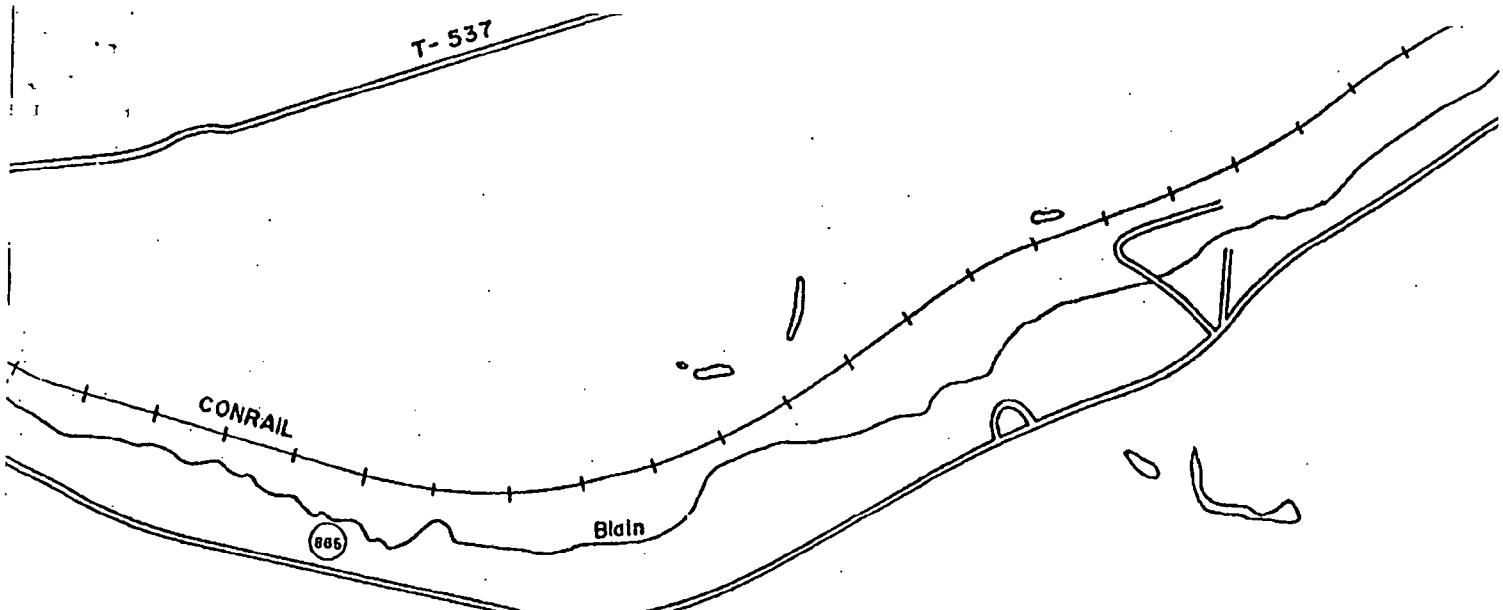


**LOCATION MAP ["SUBJECT PROPERTY"]**

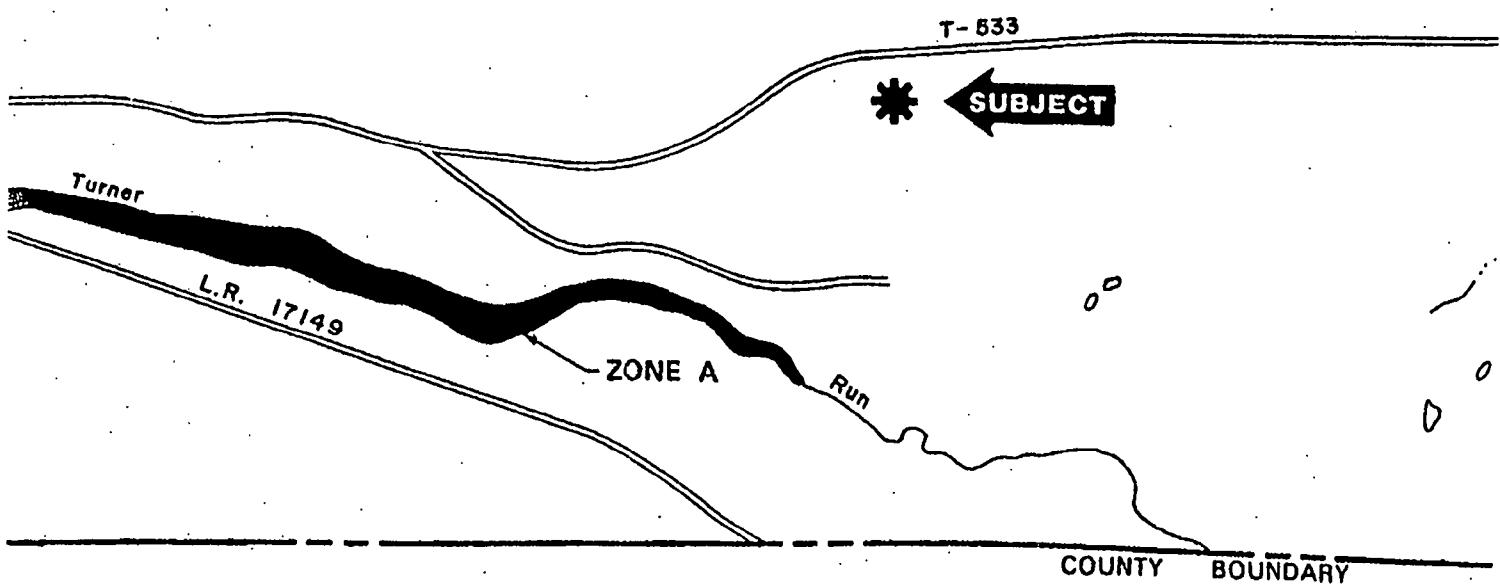


OVER FOR PHOTO ATTACHMENTS





ZONE X



# CLEARFIELD COUNTY

BLA/2

**SUBJECT**

Comp 2

Comp 1

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**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumental of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** RD#1, Box 350, Coalport, PA 16627

**APPRAISER:**

Signature: Thomas P. Walsh  
Name: Thomas P. Walsh  
Date Signed: April 7, 1994  
State Certification #: RL-000498-L  
or State License #:   
State: PA  
Expiration Date of Certification or License: 6/30/95

**SUPERVISORY APPRAISER (only if required)**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

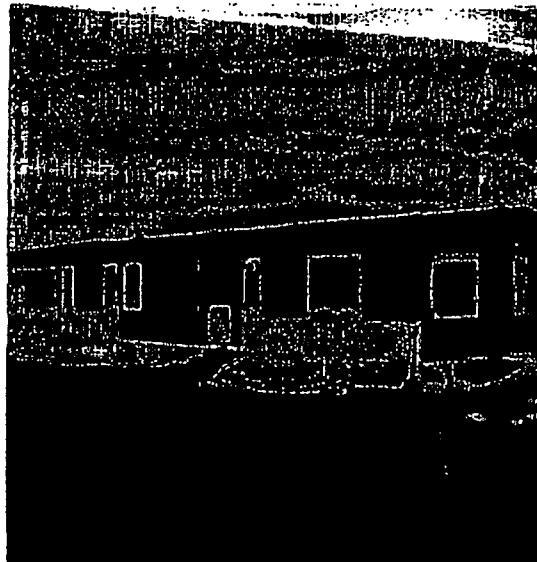
Did  Did Not Inspect Property

**PROPERTY DETAILS**Name: Kenneth & June DILLONProperty Address: 10# 1 Box 350, C.A. Port, Cf.Describe Neighborhood: 2 UNA AREA, MH AND FARMS.Borrower's Residence: ✓ Yes        No — If "NO", state use: \_\_\_\_\_# Floors        Attic?        Basement? No Total # Rooms        Consisting of  
3 Bedroom(s), 1 Bath(s), 1 Living Rm(s), 1 Kitchen(s), 1 Dining Rm(s),  
Family Rm(s), Others: \_\_\_\_\_COMMENTS ON INTERIOR OF HOME: Age condApproximate Sq. Ft.        Garage for #        Cars —        Enclosed,        Carport,  
Other        Overall condition of structure        In comparison  
with neighborhood       Description of outbuildings and/or other features       Approximate size of lot        / condition of landscaping       COMMENTS ON EXTERIOR OF HOME: IN PROGRESS OR NEW. ON FOUNDATIONConveniences: (Check) Gas  Electric  Public Water  Sanitary Sewers  Septic Tank Fair market value (to sell within 30-90 days) \$ 30,000Estimation of value trend: (Check One) Up  Stable  Down Range of values in neighborhood: \$        to \$       

## Insurance Information:

Amount of Coverage \$       Company & Address:       Agent:       

## Approximated distance to:

Elementary School       Junior High       High School       Appraised By       Date 5/15/94

# **EXHIBIT “D”**

**General Information**

Date Request Rec'd: 11/20/2007 Date Exam/Sent: 12/3/2007 LandSafe File#: 07-6-256423A  
Effective Date: 11/21/2007

Attorney: McCabe Weisberg & Conway P.C.

Borrower Name: Kenneth & Joan Dillon  
Property Address: Rd #1 Box 350, Coalport, PA. 16627

County: clearfield  
Pud/Condo/Homeowners Association: N/A

**Vesting Information**

1) Vested by QuitClaim Deed, dated 4/21/2005, given by Joan L. Dillon to Kenneth G. Dillon and recorded 4/29/2005 Instrument # 200506329

Notes: Last Will and Testament of Kenneth Glenn Dillon, Petition of Grants and Letters and Oath of Personal Representative recorded 9/18/06 in Instrument# 200615745. Certification of Notice recorded 9/21/06 in Instrument 200616049. Renunciation of Interest recorded 6/4/07 in Instrument 200709152.

2) Vested by Deed, dated 8/10/1973, given by Raymond G. Dillon and Mary Jane Dillon, husband & wife, to Kenneth G. Dillon and recorded 10/15/1980 in Book 803 Page 443

Notes: Copy to follow.

3) Vested by Deed, dated 10/30/1959, given by Raymond G. Dillon and Mary Jane Dillon, his wife to Raymond G. Dillon and Mary Jane Dillon, husband & wife, tenants by the entirety, and recorded 3/24/1960 in Book 481 Page 501

Notes: Copy to follow.

Real Property Owner: Estate of Kenneth G. Dillon

**Legal Description**

Note: The legal description on the Mortgage varies in language from the legal description on the Deed:

Legal on Deed describes property by metes and bounds.

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH

OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/10/1973 AND  
RECORDED 10/15/1980, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH  
ABOVE, IN DEED VOLUME 803 AND PAGE 443.

**Mortgage/Security Deed/Deed of Trust**

**1) Mortgage**

From: **Kenneth G. Dillon and Joan Dillon, married**  
To: **Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co.**

Dated: **10/18/2000** Recorded **10/23/2000** Instrument # **200015763** Amount: **\$41,575.21**

**2) Mortgage**

From: **Kenneth G. Dillon and Joan L. Dillon, not stated**  
To: **Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co. of Pennsylvania**

Dated: **10/19/2001** Recorded **10/30/2001** Instrument # **200117362** Amount: **\$25,000.00**

**Bankruptcies**

None Found

**Tax Search**

**1) Tax I.D. #: 101-J17-46**

- 2006 taxes are/were paid .

Assessed Value: Land: **\$1,925.00** Building: **\$8,725.00** Total: **\$10,650.00**

**Other Matters of Record**

None

**Tax Liens**

None

**Divorce**

**1) Filed between: Joan L. Dillon and Kenneth G. Dillon**  
Dated: **4/22/2005** Filed in case #: **2003-01857-CD**

**UCC/Financing Statements**

None

**Judgments/Liens/Writ of Fieri Facias**

1) Type: **Judgment**

Plaintiff: **Christoff Mitchell Petroleum**

Defendant: **Joan Dillon**

Case#/Docket#: **2005-00877-CD** Amount: **\$198.74** plus interest, cost, and fees

Dated: **6/20/2005** Recorded **6/20/2005**

# **EXHIBIT “E”**

711808

**MORTGAGE**

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

THIS MORTGAGE is made this day 18TH of OCTOBER 2000, between the Mortgagor, KENNETH G. DILLON AND JOAN DILLON, MARRIED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 1067 PENNSYLVANIA AVENUE, TYRONE, PA 16688 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 41,676.21, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 18, 2000 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 18, 2020;

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 Beccaria Twp. Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 08/10/1973 AND RECORDED 10/18/1980, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 803 AND PAGE 443. TAX MAP OR PARCEL ID NO.: 101-117-46



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200015763

RECORDED ON

Oct 23, 2000  
9:01:22 AM

RECORDING FEES - \$17.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER \$1.00  
IMPROVEMENT FUND

STATE WRIT TAX \$0.50  
TOTAL \$19.50

CUSTOMER  
BENEFICIAL CONS DISC CO

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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.

*Kenneth G. Dillon*  
KENNETH G. DILLON Borrower

*Joan Dillon*  
JOAN DILLON Borrower

I hereby certify that the precise address of the Lender (Mortgagor) is: 1067 PENNSYLVANIA AVE., TYRONE, PA. 16686

On behalf of the Lender, By: LINDA S. MILLER *Linda Miller* Title: SA  
COMMONWEALTH OF PENNSYLVANIA. County: BLAIR

I, Sandra D. Stever, a Notary Public in and for said county and state, do hereby certify that KENNETH G. DILLON AND JOAN DILLON, MARRIED 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 18th day of October, 2001.

My Commission expires:


  
**Notary Seal**  
 Sandra D. Stever, Notary Public  
 Tyrone Borough, Blair County  
 My Commission Expires May 5, 2003  
 Member, Pennsylvania Association of Notaries

*Sandra D. Stever*  
Notary Public

This instrument was prepared by:

LINDA S. MILLER  
(Name)

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

(Space Below This Line Reserved For Lender and Recorder)

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

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# **EXHIBIT “F”**

1 of 1 DOCUMENT

**CHRISTIE A. NOWLIN, Plaintiff/Appellant/Cross Appellee v. TAMMAC CORPORATION, et al., Defendants/Appellees/Cross-Appellants**

**CIVIL ACTION NO. 05-1528**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**2005 U.S. Dist. LEXIS 23881**

**October 17, 2005, Decided  
October 17, 2005, Filed**

**PRIOR HISTORY:** Nowlin v. Tammac Fin. Corp. (In re Nowlin), 321 B.R. 678, 2005 Bankr. LEXIS 273 (Bankr. E.D. Pa., 2005)

**COUNSEL:** [\*1] For CHRISTIE A. NOWLIN, Plaintiff: JOHN A. DIGIAMBERARDINO, CASE & DIGIAMBERARDINO PC, WYOMISSING, PA.

For CHRISTIE A. NOWLIN, Appellant: JOHN A. DIGIAMBERARDINO, CASE & DIGIAMBERARDINO PC, WYOMISSING, PA.

For TAMMAC FINANCIAL CORP., Defendant: JAMES T. SHOEMAKER, KINGSTON, PA; RICHARD M. WILLIAMS, HOURIGAN, KLUGER & QUINN, P.C., KINGSTON, PA.

FREDERICK L. REIGLE, Defendant, Pro se, READING, PA.

For TAMMAC FINANCIAL CORP, Appellee: JAMES T. SHOEMAKER, KINGSTON, PA; RICHARD M. WILLIAMS, HOURIGAN, KLUGER & QUINN, P.C., KINGSTON, PA.

FREDERICK L. REIGLE, Appellee, Pro se READING, PA.

For CHRISTIE A. NOWLIN, Debtor-in-Possess: JOHN A. DIGIAMBERARDINO, CASE & DIGIAMBERARDINO PC, WYOMISSING, PA.

FREDERICK L. REIGLE, Trustee, Pro se, READING, PA.

**JUDGES:** MARY A. McLAUGHLIN, J.

**OPINION BY:** MARY A. McLAUGHLIN

**OPINION**

**MEMORANDUM AND ORDER**

McLaughlin, J.

This bankruptcy appeal involves a mobile home owned by the debtor, Christie A. Nowlin. Tammac Corporation ("Tammac") is the assignee of the contract through which Ms. Nowlin purchased and financed the mobile home. The payments on the mobile home are largely outstanding, and Tammac's claim is secured solely by the [\*2] mobile home.

Tammac appeals the bankruptcy court's determination that the mobile home is personalty, as opposed to realty, in the bankruptcy context. Nowlin appeals the bankruptcy court's valuation of the mobile home at \$ 38,000.00, and its determination that an 8% interest rate applies to Tammac's secured claim.

*1. Procedural History*

Ms. Nowlin filed for Chapter 13 bankruptcy in the United States Bankruptcy Court for the Eastern District of Pennsylvania on February 14, 2003. On March 12, 2003, she filed an adversary complaint against Tammac and Frederick Reigle, trustee. A trial was held on September 13, 2004, before United States Bankruptcy Judge Thomas M. Twardowski. The bankruptcy court issued an order and memorandum opinion on February 25, 2005. It found that the mobile home was personalty so that Tammac's claim could be bifurcated, that the value of the mobile home was \$ 38,000.00 and Tammac's secured claim could be "crammed down" to that amount, and that 8% was the proper interest rate to be applied to the claim. On March 7, 2005, Ms. Nowlin appealed to this Court on the valuation and interest rate issues. On March 16, 2005, Tammac cross-appealed on the issue of [\*3] whether the mobile home was personalty or realty. The Court held oral argument on the appeals on October 6, 2005.

## II. Facts

The following facts were established at trial:

In October of 1999, Ms. Nowlin purchased a 2000 Redman mobile home. The mobile home was delivered to and is located at 516 Overview Drive, Hamburg, Pennsylvania, in the Pleasant View mobile home park. Ms. Nowlin purchased the mobile home through an installment sales agreement with Armstrong Mobile Homes ("Armstrong"). Armstrong later assigned its rights to Tamma. (Tr. 29-30, 43, 61-62).

The mobile home cost approximately \$ 46,000.00. Ms. Nowlin agreed to make three hundred and sixty payments of \$ 447.16 to Armstrong over thirty years to finance it. The parties agreed to a 12.5% interest rate. (Tr. 43, 134).

The contract required Ms. Nowlin to obtain written agreement from Tamma before moving the mobile home from Pleasant View. It also stipulated that the mobile home would remain personalty until the contract was paid in full, and required Ms. Nowlin to obtain Tamma's written consent before allowing the mobile home to become part of realty or otherwise lose its treatment as personalty under applicable [\*4] law. (Tr. 44, 83).

The living space in the mobile home is 44 x 28 feet. With the hitch, the mobile home is 48 x 28 feet. The agreement required Armstrong to install removable skirting and decks according to the mobile home park regulations. The mobile home is not attached to a permanent concrete pad or block foundation; rather, it sits on separate cinderblocks. It is also anchored to the ground and leveled. It is attached to utility, telephone and cable lines. Except for the gas lines, these attachments were already on the lot when Ms. Nowlin moved in. A removable shed also came with the mobile home. The parties stipulated that the wheels of the mobile home have been removed. Other features of the mobile home include a skylight, a thirty-gallon water heater, and a window air conditioner, which Ms. Nowlin installed. (Tr. 33-37, 40, 43, 45-48, 127).

Ms. Nowlin does not own the lot upon which the mobile home sits; she pays monthly rent. Ms. Nowlin testified that she intended to stay in the mobile home park only until she could afford to purchase land, at which point she planned to move the mobile home to her own land. Because her finances had not been good, this plan never materialized. [\*5] (Tr. 37-38).

The Tamma legal specialist and collection supervisor, Jeff Goodrich, testified that the mobile home is taxed as realty by the town and county. (Tr. 92).

Ms. Nowlin testified that in her estimation, the

mobile home is worth about \$ 25,000.00. She testified that it is in average condition. She noted that the windows do not open correctly. She described a leak in one bathroom that required her to rip out the rug, and noted that she had not replaced the flooring there. She described a hole in the kitchen wall that was caused by a trash can. (Tr. 38, 40-41).

Both parties introduced experts on the issue of valuation of the mobile home. Ms. Nowlin's expert was appraiser and auctioneer Elmer Murry, who had fifty-one years of experience. He noted that mobile homes tend to depreciate, rather than appreciate, in value. He described the mobile home dimensions as 42 x 24 feet, which was later determined to be incorrect. Based upon the incorrect dimensions, he valued the mobile home at \$ 25,000.00. His valuation was based upon experience and consulting with others, but he did not list any comparable properties in his report about the mobile home. He testified, however, that he did [\*6] discuss comparable properties with others before making his report. (Tr. 8, 10, 13-14, 21, 23, 37, 43).

Tamma's expert on the issue of valuation was Keith Pfeiffer, a certified manufactured housing appraiser. Like Mr. Murry, Mr. Pfeiffer had several decades of mobile home appraisal experience. He estimated Ms. Nowlin's mobile home's value at \$ 49,500.00 or \$ 46,751.00, using two different appraisal approaches. To come up with these figures, Mr. Pfeiffer compared Ms. Nowlin's mobile home with other nearby mobile homes. The other mobile homes, however, were different models than Ms. Nowlin's. On cross, it was established that Mr. Pfeiffer may have double-counted or included within his appraisal items that Ms. Nowlin in fact purchased separately from the mobile home. Mr. Pfeiffer stated that a new 2005 version of Ms. Nowlin's model of mobile home would sell for approximately \$ 52,000.00 or \$ 53,000.00. (Tr. 94-98, 107-109, 117-120, 132).

Ms. Nowlin's last payment to Tamma for the mobile home was made on February 10, 2003. She has made no payments since the inception of her bankruptcy proceedings. Her principal balance at the time of trial was \$ 41,368.28. (Ex. D-2, Tr. 71).

## III. [\*7] Jurisdiction and Standard of Review

The Court has appellate jurisdiction pursuant to 28 U.S.C. § 158(a) (2005). A district court reviews a bankruptcy court's findings of fact under a "clearly erroneous" standard. U.S.C.S. Bankr. R. 8013; *IRS v. Pransky*, 318 F.3d 536, 542 (3d Cir. 2003); *Henthorn v. GMAC Mortgage Corp.*, 299 B.R. 351, 354 (E.D. Pa. 2003). It exercises *de novo* review over conclusions of law. *Pransky*, 318 F.3d at 542; *Henthorn*, 299 B.R. at 354.

## IV. Analysis

The issues on appeal are (1) whether the bankruptcy court properly treated Ms. Nowlin's mobile home as personality and bifurcated the secured claim of Tammac on it, (2) whether the bankruptcy court properly valued the mobile home at \$ 38,000.00, and (3) whether the bankruptcy court properly applied an 8% interest rate to Tammac's claim on the mobile home. The Court will affirm the bankruptcy court's decision on all three issues.

#### A. The Mobile Home: Realty or Personality?

The parties agree that whether the mobile home is realty or personality is a legal issue subject to *de novo* review. The Court agrees [\*8] with the bankruptcy court's conclusion that the relevant factors weigh in favor of treating the mobile home as personality and bifurcating Tammac's claim.

Generally, the Bankruptcy Code allows a debtor to bifurcate a creditor's claim into secured and unsecured elements based upon the fair market value of the collateral. 11 U.S.C. § 506(a) (2005); *McDonald v. Master Fin., Inc.*, 205 F.3d 606, 609 (3d Cir. 2000). An exception in the Bankruptcy Code prohibits such bifurcation where the only collateral is realty that is the debtor's principal residence. 11 U.S.C. § 1322(b)(2) (2005); *Nobelman v. American Savings Bank*, 508 U.S. 324, 327, 124 L. Ed. 2d 228, 113 S. Ct. 2106 (1993).

All parties agree that the mobile home is Ms. Nowlin's primary residence. Whether it is personality or realty is governed by Pennsylvania law.

Chattels that are physically connected to realty but can be removed without damaging the chattel or the realty can be treated as either realty or personality depending upon the intent of the parties at the time the chattel was physically connected to the realty. *Clayton v. Lienhard*, 312 Pa. 433, 167 A. 321, 322 (Pa. 1933). [\*9]

The analysis of this issue is based upon several factors including (1) whether the mobile home is permanently attached to the land; (2) the method by which the mobile home is attached to the land; (3) the ease or difficulty of moving the mobile home from the land; (4) whether the mobile home can be removed from the land without damage to the land; (5) whether the mobile home is necessary or essential to the realty; (6) how long the mobile home has been attached to the land; (7) whether the mobile home and the lot upon which it sits have the same owner; and (8) the conduct of the owner and whether it shows an intent to permanently attach the mobile home to realty. See *Lantz Appeal*, 184 A.2d 127, 129, 199 Pa. Super. 310 (Pa. Super. 1962); *Streyle v. Bd. of Prop. Assessmen*, 173 Pa. Super. 324, 98 A.2d 410, 411-12 (Pa. Super. 1953); *Central Counties Bank v. Moyer*, 4 Pa. D. & C.3d 304, 305-06 (C.P. Centre Cty. 1977); *Fromm v. Frankhouser*, 7 Pa. D. & C.3d 560, 564 (C.P. Lancaster Cty. 1977); *Hartman v.*

*Fulton County*, 24 Pa. D. & C.2d 611, 615-16, 2 Adams Co. Legal Journal 127 (C.P. Fulton Cty. 1960); *Coyle Assessment*, 17 Pa. D. & C.2d 149, 152, 35 North. Ct. Rep. 28 (C.P. Northampton Cty. 1958). [\*10]

The intent of the parties is determined not by their self-serving statements but based upon all the objective facts and circumstances. *Coyle Assessment*, 17 Pa. D. & C.2d at 152. The fact that a mobile home is "suitable for living quarters" does not mean that it is realty. *Lantz Appeal*, 184 A.2d at 129.

Although there is little specific guidance from the Pennsylvania Supreme Court, the lower Pennsylvania courts have dealt with the issue of categorizing mobile homes as realty and personality. Mobile homes have been treated as realty and personality in various circumstances. See, e.g., *Fromm*, 7 Pa. D. & C.3d at 566, (holding that a mobile home was realty for purposes of a statute of limitations question where it had remained in the same position for almost seventeen years, its owners owned the land upon which it was situated, there were water, sewer, electricity and telephone attachments, and the mobile home was assessed as realty for tax purposes); *Coyle Assessment*, 17 Pa. D. & C.2d at 150-53 (holding that three house trailers situated on land owned by the trailer owners were realty for assessment purposes where [\*11] one trailer was attached to a metal canopy and a three-wall addition, the trailers were connected to cesspools, water, and electricity, and abutted concrete floors or patios, and the occupants had been on the premises for two years, though they claimed to have plans to leave at some indefinite point in the future); *Streyle*, 98 A.2d at 411-12 (concluding that mobile homes were personality where they were equipped with wheels and stabilized with blocks or jacks but not foundations, they had access to water, electric and cesspool facilities, the average stay of residents on the land was six months or shorter, and it would only take a few minutes to ready the trailers for travel); *Hartman*, 24 Pa. D. & C.2d at 615-16 (holding in another assessment case that a trailer was not taxable as realty where the owner and resident was not the landowner and the trailer was not permanently attached to the land but was set upon loose concrete blocks and easily removable within fifteen minutes if jacked up, connected with its wheel assembly, and disconnected from its water and sewer connections).

In *Moyer*, 4 Pa. D. & C.3d at 305-06, a collection case [\*12] like the instant action, the court found that a trailer remained personality. It was sold fully capable of locomotion and moved to a mobile home park. The occupier did not own the land. The wheels were removed. Water, sewage, gas, electric, and cable television lines were connected, and a partial skirting was affixed. The mobile home was placed on a pad, but not a concrete wall foundation. The court found that it would be inappropriate to consider a mobile home realty simply

because it was taxed as realty. It reasoned that unfairness would result if a person could purchase a mobile home and then "place it on a piece of land which he did not own and, thereby convert the same to real estate to the prejudice of a chattel security interest." *Id.*

Applying the relevant factors, the Court finds that the mobile home is personality in the bankruptcy context. First, the mobile home is not permanently attached to realty, and could be removed relatively easily. It is connected to impermanent attachments, including skirting, two decks, anchoring, and underground electric, gas, telephone and cable wires. The parties agree, however, that these attachments are all detachable, and that the mobile [\*13] home could be detached without being damaged or damaging the land.

The mobile home's wheels are removed and missing, but they could be replaced. The mobile home's sky light, storm windows, window air conditioning unit, thirty gallon water heater, furnace, outdoor lamp post, landscaping, and driveway indicate suitability for habitation, but not necessarily permanence of attachment.

The mobile home has been on the land since Ms. Nowlin bought it in 1999. Six years is a significant time period. Ms. Nowlin, however, does not own the land. Instead, she pays month-to-month rent. Ms. Nowlin's claim that she intended to buy a parcel of land and move the mobile home to it, although relevant, seems self-serving in the face of her admitted lack of efforts and financial inability to do so.

One important indicator of the parties' intent at the time of attachment is the contract for the mobile home. The contract requires the mobile home to remain on the land to which it was delivered unless agreed otherwise in writing. The contract also states that the mobile home was personality, and that Ms. Nowlin was required to notify Armstrong if at any time she sought to affix it to the land and convert [\*14] it to realty. Although these provisions seem at to weigh in opposite directions, the first provision has more to do with location than attachment. The second provision indicates that the mobile home was and would remain personality until Ms. Nowlin obtained consent to convert it to realty. Also, because these provisions were written into the contract to protect Tammac, they should be construed against Tammac. On balance, then, the contract weighs in favor of Ms. Nowlin.

Finally, the mobile home is taxed as realty, which lends some support to Tammac. However, the Court agrees with the *Moyer* court that this factor is not determinative.

Although some factors favor Tammac, on balance, they support Ms. Nowlin. Because Ms. Nowlin never permanently attached the mobile home to anything, never owned or even paid yearly rent on the land, and never

obtained written consent to convert the land to realty as required by the contract, the Court finds that the mobile home remained personality.

#### B. Valuation of the Mobile Home

The Court finds that the bankruptcy's court's valuation of the mobile home at \$ 38,000.00 was not clearly erroneous, and that Tammac's claim should be crammed down to [\*15] that value. A bankruptcy court's valuation is a finding of fact which should be reviewed under a clearly erroneous standard by the Court. *Carter v. Kubler*, 320 U.S. 243, 248, 88 L. Ed. 2d, 64 S. Ct. 1 (1943). A district court must not merely "summarily affirm and adopt" the bankruptcy court's finding. *Id.*

Because the Court has found that the mobile home is personality and that the anti-modification clause does not apply, Tammac's claim can be bifurcated into a secured claim up to the value of the mobile home and an unsecured claim to the extent it exceeds the value of the mobile home. § 506(a); *McDonald*, 205 F.3d at 609. Thus, Tammac's secured claim of \$ 41,368.28 can be crammed down to the value of the mobile home.

Ms. Nowlin has given various valuation figures for the mobile home. At trial, she testified that the mobile home had a fair market value of \$ 25,000.00. She now concedes that this valuation was based upon an incorrect square footage figure. Applying Ms. Nowlin's expert's \$ 25 per square foot valuation formula to the correct square footage figure, Ms. Nowlin stated in her brief to the bankruptcy court that the mobile home had a fair market value [\*16] of \$ 31,920.00. In her brief in this appeal, Ms. Nowlin argues that the value of the mobile home is \$ 26,000.00. However, at oral argument, counsel for Ms. Nowlin clarified that she believes that the mobile home's value, based upon the correct square footage, is \$ 31,000.00.

The bankruptcy court found that Ms. Nowlin's valuation of the mobile home at \$ 31,920.00 was too low. The bankruptcy court noted that although Ms. Nowlin's expert credibly testified that mobile homes tend to depreciate in value, he failed to support his valuation figure with any evidence of comparable mobile home sale prices.

The bankruptcy court found that Tammac's valuations of either \$ 46,751.00 using one approach or \$ 49,500.00 using another were inflated. The court noted that the mobile home was purchased in October of 1999 for \$ 46,100.00. The court found that Tammac's expert's valuations were inflated because as Ms. Nowlin's expert testified, mobile homes, particularly when unattached to land, tend to depreciate, rather than appreciate, in value. The court also noted that according to Ms. Nowlin's testimony, the mobile home was not in excellent condition, as Tammac's expert had indicated. Finally, the

[\*17] court noted that the mobile homes that the expert used in his comparable sales analysis were all larger than Ms. Nowlin's.

The bankruptcy court valued the mobile home at \$38,000.00, which approximately splits the difference between the opposing side's valuations. Its cited reasons for finding undervaluation in Ms. Nowlin's estimate and overvaluation in Tammac's estimate are reasonable and based upon the evidence presented. The bankruptcy court had the opportunity to evaluate the credibility of the witnesses at trial. The valuation of \$ 38,000.00 was not clearly erroneous, and the Court will affirm that decision.

#### C. The Interest Rate

The Court agrees with the bankruptcy court that 8% is an appropriate interest rate to be applied to Tammac's crammed down claim. Ms. Nowlin argues that the rate should be limited to prime rate at the time of trial, and Tammac argues that a significant upward adjustment from prime rate is appropriate. The parties agree that the rate formula is a legal issue which should be reviewed *de novo*.

In *Till v. SCS Credit Corp.*, 541 U.S. 465, 478-80, 158 L. Ed. 2d 787, 124 S. Ct. 1951 (2004), the United States Supreme Court held that the appropriate interest [\*18] rate for crammed down claims is the rate calculated under the "formula approach." This approach looks to the national prime rate and then adjusts accordingly based upon risk factors such as "the circumstances of the estate, the nature of the security, and the duration and feasibility of the reorganization plan." *Id.* The bankruptcy court relied upon *Till* in deciding on an 8% interest rate.

The prime rate at the time of trial was 4.5%. The current prime rate is 6%. The original Nowlin-Armstrong agreement specified a 12.5% interest rate based upon a thirty year payment plan. Ms. Nowlin argued in her

adversary complaint that because she would now be paying off her debt within five years, the interest rate should be reduced to 8%. The bankruptcy court found that 8% was reasonable.

Ms. Nowlin now argues that the interest rate should be reduced to 4.5%. She argues only that Tammac presented no evidence at trial to support an upward adjustment. Tammac argues in its brief that an upward adjustment is appropriate because Ms. Nowlin is a high credit risk. It notes that she has made no payments since she filed for bankruptcy.

The bankruptcy court was in a better position to assess the [\*19] risk factors than the Court, and found 8% to accurately take them into account. This figure is significantly less than the 12.5% that Ms. Nowlin agreed to in her contract with Armstrong.

Moreover, given that Ms. Nowlin suggested 8% in the first place, and given that today, the prime rate is well above 4.5%, it seems particularly inappropriate to reduce the applicable rate to 4.5%. The Court will affirm the bankruptcy court's conclusion that an 8% interest rate is appropriate.

An appropriate Order follows.

#### ORDER

AND NOW, this 17th day of October, 2005, upon consideration of the appeals by Christie A. Nowlin and Tammac Corporation, et al., of the Bankruptcy Court's Order of February 25, 2005 (Docket #'s 1 and 11), the briefs of the parties, and following oral argument, IT IS HEREBY ORDERED that the Bankruptcy Court's Order is AFFIRMED in all respects.

BY THE COURT:

/s/ Mary A. McLaughlin, J.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: FRANK DUBIN, ESQUIRE  
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Philadelphia, PA 19109  
FDubin@MWC-Law.com  
(215) 790 - 1010

Attorney for Movant

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

Plaintiff

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
Real Owner

Defendant

Clearfield County  
Court of Common Pleas  
Number 08-473-CD

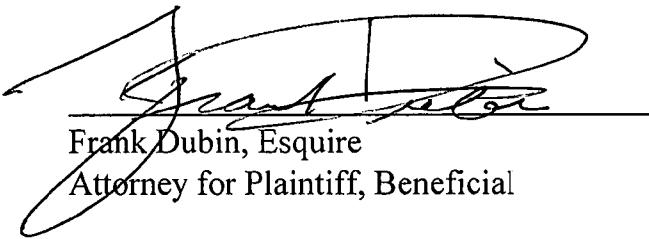
#### CERTIFICATION OF SERVICE

I, Frank Dubin, Esquire, hereby certify that a true and correct copy of the within motion to vest ownership in the mobile home in Beneficial, and equitably convert it to real property, was served on April 1, 2009, by first-class mail, postage prepaid, upon the following:

**Ronald C. Lightner, Executor  
of the Estate of Kenneth G. Dillon,  
Deceased Mortgagor and Real Owner  
1206 Dillon Road f/k/a RD1 Box 350  
Coalport, PA 16627**

**Ronald C. Lightner, Executor  
of the Estate of Kenneth G. Dillon,  
Deceased Mortgagor and Real Owner  
1297 Union Street  
Coalport, PA 16627**

Date: April 1, 2009

  
Frank Dubin, Esquire  
Attorney for Plaintiff, Beneficial

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

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

v.  
Ronald C. Lightner, Executor of the Estate of  
Kenneth G. Dillon, Deceased Mortgagor and  
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Defendant

Clearfield County  
Court of Common Pleas

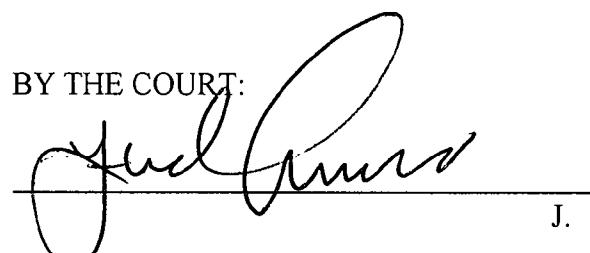
Number 08-473-CD

ORDER

AND NOW, this 20<sup>th</sup> day of April, 2009, upon  
consideration of Beneficial Consumer Discount Company's Motion to confirm that title to a  
certain mobile home was conveyed to it as a result of the Sheriff's sale following a mortgage  
foreclosure by Beneficial, and that it has become real property permanently affixed to the land  
on which it is situate, and the reply of Defendants, if any, it is hereby **ORDERED** and  
**DECREED** that:

1. Notwithstanding the existence of a certificate of title pertaining to the subject mobile home, the Sheriff's sale arising in connection with a mortgage foreclosure had the effect of divesting ownership of a mobile home held by Kenneth G. Dillon (Title Number 32112060, VIN C20364), and vesting it in Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania.
2. A certain mobile home situate at 1206 Dillon Road f/k/a RD1 Box 350, Coalport, PA 16627 having Title Number 32112060 and VIN C20364 is equitably converted to real estate by way of this Order, and the mobile home shall not be subject to separation from the land (having tax parcel ID number 101-I17-46) on which it is situate.

BY THE COURT:



J. Shaw

FILED  
04/02/2009  
APR 20 2009  
Amy Shabot

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

APR 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/20/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions: