

08-1114-CD  
Beneficial Cons. Vs Christine Smith et al

**FILED**

**JUN 19 2008**  
M/11:20/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 CASE TO SHFF  
1 CASE TO ATT

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

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

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Clearfield County  
Court of Common Pleas

Number

**2008-1114-CD**

**v.**

Christie Smith a/k/a Christie L. Graham  
Smith  
2196 Egypt Rd  
Woodland, Pennsylvania 16881

**CIVIL ACTION/MORTGAGE FORECLOSURE**

## NOTICE

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

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

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

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

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

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

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### CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Christie Smith a/k/a Christie L. Graham Smith, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 2196 Egypt Rd, Woodland, Pennsylvania 16881.

3. On August 22, 2002, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Instrument #200513530.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 516, Woodland, Pennsylvania 16881.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due January 27, 2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$	55,202.40
Interest through May 9, 2008 (Plus \$14.12 per diem thereafter)	\$	10,275.28
Attorney's Fee	\$	1,250.00
Corporate Advances	\$	1,002.03
<hr/>		
GRAND TOTAL	\$	67,729.71

7. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter

13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$67,729.71, together with interest at the rate of \$14.12 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

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

**VERIFICATION**

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

McCABE, WEISBERG AND CONWAY, P.C.

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200213530

RECORDED ON

AUG 26, 2002  
11:56:16 AM

Total Pages: 7

RECORDING FEES - \$19.00  
RECORDED

COUNTY IMPROVEMENT \$2.00  
FUND

RECORDED IMPROVEMENT \$3.00  
FUND

STATE WRIT TAX \$0.50  
TOTAL \$25.50

CUSTOMER  
BENEFICIAL CONS DISC CO

02 SEP - 6 AM

## MORTGAGE

711702

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

THIS MORTGAGE is made this day 22ND of AUGUST 2002, between the Mortgagor, CHRISTIE L. GRAHAM SMITH, NOT STATED

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA, a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 3006 PLEASANT VALLEY BLVD, ALTOONA, PA 16602 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 58,220.56, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 22, 2002 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 22, 2032;

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/21/2001 AND RECORDED 05/30/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200108072 AND PAGE 1. TAX MAP OR PARCEL ID NO.: 106-N06-4

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\* ORIGINAL

EXHIBIT A

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

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

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

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

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

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

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

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

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\* ORIGINAL



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

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

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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

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

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

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

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\* ORIGINAL

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

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

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

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

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



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

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

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

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

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

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

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



-7-

**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.

*Christie L Graham Smith*  
CHRISTIE L GRAHAM SMITH  
Borrower

Borrower

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

3006 PLEASANT VALLEY BLVD., ALTOONA, PA 16602

On behalf of the Lender. By: DEBORAH STOVER

Title: SALES ASST

COMMONWEALTH OF PENNSYLVANIA,

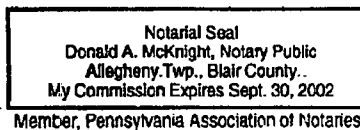
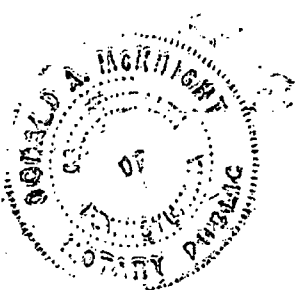
County ss: BLAIR

I, Donald A. McKnight a Notary Public in and for said county and state, do hereby certify that CHRISTIE L GRAHAM SMITH

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

Given under my hand and official seal, this 22ND day of AUGUST, 2002.

My Commission expires: Sept. 30, 2002



*[Signature]*

Notary Public

This instrument was prepared by:  
BENEFICIAL CONSUMER DISCOUNT CO D/B/A  
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA  
(Name)

3006 PLEASANT VALLEY BLVD  
ALTOONA, PA 16602

(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

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

PA0012B7



\*S935133C6M85MTG7000PA0012B70\*\*SMITH

\* ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1114-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of PA.

vs

SERVICE # 2 OF 3

CHRISTIE SMITH a/k/a CHRISTIE L. GRAHAM SMITH

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/19/2008

HEARING:

PAGE: 104294

DEFENDANT: CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

ADDRESS: 2196 EGYPT RD.  
WOODLAND, PA 1681

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT ☒ OR OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

6/23/08

FILED

9/2:00 PM  
JUN 25 2008

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, June 25, 2008 AT 1:40 AM ☒ PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH,  
DEFENDANT

BY HANDING TO Christie Smith, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED Clearfield County Sheriff's Dept.  
1 N 2nd Street, Clearfield, PA 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Dominic L. Molgello*  
Deputy Signature

Dominic L. Molgello  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1114-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of PA.

vs

SERVICE # 3 OF 3

CHRISTIE SMITH a/k/a CHRISTIE L. GRAHAM SMITH

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/19/2008

HEARING:

PAGE: 104294

DEFENDANT: CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

ADDRESS: 44 LUMADUE LANE 2196 Egypt Rd.  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

6/23/08

FILED

012.00 cm

JUN 25 2008

William A. Shaw

Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, this 25<sup>th</sup> day of June 2008 AT 1:40 AM ☒ PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH,  
DEFENDANT

BY HANDING TO Christie L. Smith, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED Clearfield County Sheriffs' Dept.  
1 North 2nd St., Clearfield, PA 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dominic L. Morgillo  
Deputy Signature

Dominic L. Morgillo  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1114-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of PA.

vs

SERVICE # 1 OF 3

CHRISTIE SMITH a/k/a CHRISTIE L. GRAHAM SMITH

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/19/2008

HEARING:

PAGE: 104294

DEFENDANT:

CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

ADDRESS:

RD#1 BOX 516 - 2196 Egypt Rd  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw  
Notary/Clerk of Courts

ATTEMPTS

6/23/08

**SHERIFF'S RETURN**

NOW, June 25, 2008 AT 1:40 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH,  
DEFENDANT

BY HANDING TO Christie Smith, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED Clearfield County Sheriffs' Dept.  
102nd Street, Clearfield, Pa 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH aka CHRISTIE L. GRAHAM SMITH

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Morgillo  
Deputy Signature

Dominic L. Morgillo  
Print Deputy Name



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

Attorney for Plaintiff

FILED <sup>icc</sup>  
SEP 08 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Clearfield County  
Court of Common Pleas

Number 2008-1114-CD

v.

Christie Smith a/k/a Christie L. Graham  
Smith  
2196 Egypt Rd  
Woodland, Pennsylvania 16881

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 June 19, 2008, plaintiff commenced this action in mortgage foreclosure against defendant, Christie Smith a/k/a Christie L. Graham Smith, mortgagor and last owner of record of the subject property located at RD1 Box 516, Woodland, PA 16881.

2. Subsequently, on June 25, 2008, personal service of plaintiff's Complaint was made on defendant, Christie Smith a/k/a Christie L. Graham Smith, at the Clearfield County Sheriff's Office.

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

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

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

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

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



---

TERRENCE J. MCCABE, ESQUIRE  
Attorneys for Plaintiff

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

**Attorney for Plaintiff**

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

Clearfield County  
Court of Common Pleas

Number 2008-1114-CD

v.

Christie Smith a/k/a Christie L. Graham  
Smith  
2196 Egypt Rd  
Woodland, Pennsylvania 16881

**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, Christie Smith a/k/a Christie L. Graham Smith, personally on June 25, 2008. 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.

A handwritten signature in dark ink, appearing to read "T. McCabe", is positioned above a horizontal line.

---

TERRENCE J. MCCABE, ESQUIRE  
Attorneys for Plaintiff

**VERIFICATION**

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

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE

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

**BY: TERRENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**First Union Building**

**123 South Broad, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

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

Clearfield County  
Court of Common Pleas

Number 2008-1114-CD

v.

Christie Smith a/k/a Christie L. Graham  
Smith  
2196 Egypt Rd  
Woodland, Pennsylvania 16881

**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 4<sup>th</sup> day of September 2008, 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

**FILED**

**SEP 08 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104294  
NO: 08-1114-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Company of PA.  
vs.  
DEFENDANT: CHRISTIE SMITH a/k/a CHRISTIE L. GRAHAM SMITH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	25546	30.00
SHERIFF HAWKINS	MCCABE	25546	36.05

FILED

09/25/08  
SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



LA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BENEFICIAL CONSUMER DISCOUNT COMPANY  
d/b/a/ BENEFICIAL MORTGAGE COMPANY OF  
PENNSYLVANIA,  
Plaintiff

vs.


CHRISTIE SMITH a/k/a CHRISTIE L. GRAHAM SMITH,  
Defendant

\*  
\*  
\*  
\*  
\* NO. 08-1114-CD  
\*  
\*

ORDER

NOW, this 9<sup>th</sup> day of September, 2008, the Court noting that the Sheriff's Return of Service was filed with the Prothonotary's Office on June 25, 2008 and the difficulties caused relative no Sheriff's Return having yet been mailed to the Plaintiff, it is the ORDER of this Court that the Sheriff cause a copy of the Return of Service to be mailed to the Plaintiff within five (5) days of the date of this ORDER.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED <sup>2cc</sup>  
014:00/SD  
SEP 09 2008  
Atty McCabe  
ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts (without memo)  
G10

FILED

SEP 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/9/08

☒ 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:

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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-CD

**FILED**

SEP 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd \$20.00

ICC Notice to Def.

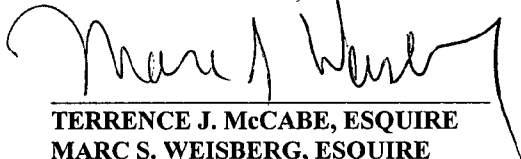
Statement to Atty

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

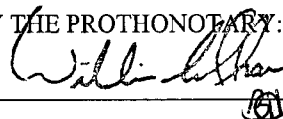
Kindly enter judgment by default in favor of Plaintiff and against Defendant in the above-captioned matter  
for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$ 67,729.71
Interest from 05/10/08 to 07/28/08	\$ 1,129.60
 Total	 \$ 68,859.31

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

AND NOW, this 23<sup>rd</sup> day of September, 2008, Judgment is entered in favor of Plaintiff, Beneficial  
Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Christie  
Smith a/k/a Christie L. Graham Smith, and damages are assessed in the amount of \$68,859.31, plus interest and  
costs.

BY THE PROTHONOTARY:

  
61

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

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

Plaintiff

v.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

Attorneys for Plaintiff

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-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, Christie Smith a/k/a Christie L. Graham Smith, 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, Christie Smith a/k/a Christie L. Graham Smith, is over eighteen (18) years of age, and reside as follows:

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

SWORN AND SUBSCRIBED  
BEFORE ME THIS 22<sup>nd</sup> DAY  
OF SEPTEMBER, 2008.

*Gloria D. Mitchell*  
NOTARY PUBLIC

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

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: **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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-1114-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:

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

SWORN AND SUBSCRIBED  
BEFORE ME THIS 22<sup>nd</sup> DAY  
OF SEPTEMBER, 2008.

*Gloria D. Mitchell*  
NOTARY PUBLIC

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

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: 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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-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 22<sup>nd</sup> DAY  
OF SEPTEMBER, 2008.

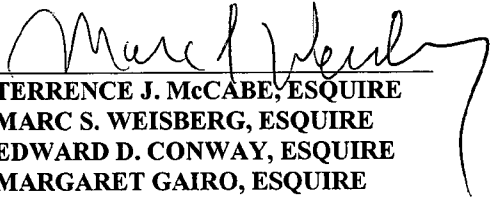
*Gloria D. Mitchell*  
NOTARY PUBLIC

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

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

**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 PA.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

Clearfield County Courthouse, Clearfield, Pennsylvania 16830

William A. Shaw  
Prothonotary

July 17, 2008

To: Christie Smith a/k/a Christie L. Graham Smith  
44 Lumadue Lane  
Woodland, Pennsylvania 16881

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania  
vs.  
Christie Smith a/k/a Christie L. Graham Smith

Clearfield County  
Court of Common Pleas  
Number 2008-1114-CD

**NOTICE, RULE 237.5**

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

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

BY: 

**Attorneys for Plaintiff**

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**EXHIBIT A**

hm

OFFICE OF THE PROTHONOTARY



**COURT OF COMMON PLEAS**  
**Clearfield County Courthouse, Clearfield, Pennsylvania 16830**

**William A. Shaw**  
**Prothonotary**

July 17, 2008

To: Christie Smith a/k/a Christie L. Graham Smith  
Rd 1 Box 516  
Woodland, Pennsylvania 16881

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania  
vs.  
Christie Smith a/k/a Christie L. Graham Smith

Clearfield County  
Court of Common Pleas

Number 2008-1114-CD

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

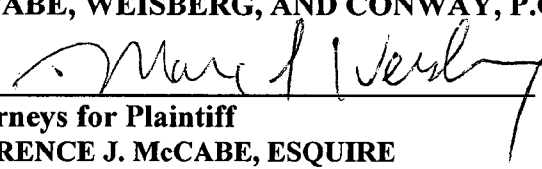
USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS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

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

**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**

hm

**EXHIBIT A**

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

**William A. Shaw  
Prothonotary**

July 17, 2008

To: Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania  
vs.  
Christie Smith a/k/a Christie L. Graham  
Smith

Clearfield County  
Court of Common Pleas

Number 2008-1114-CD

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

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

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

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

BY: 

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

**EXHIBIT A**

Department of Defense Manpower Data Center

JUL-17-2008 09:07:04



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SMITH	Christie	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: JAJGHFUAC

EX-101 B

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

COPY

**Prothonotary**

To: Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

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

Plaintiff

v.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2008-1114-CD

**NOTICE**

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

*Willi L. Hagan* 9/23/08  
Prothonotary

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

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway.

P.C. at (215) 790-1010.

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

COPY

Beneficial Consumer Discount Company  
Beneficial Mortgage Company of Pennsylvania  
Plaintiff(s)

No.: 2008-01114-CD

Real Debt: \$68,859.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Christie L. Smith a/k/a  
Christie L. Graham Smith  
Defendant(s)

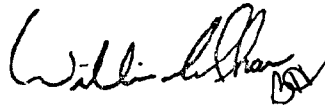
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 23, 2008

Expires: September 23, 2013

Certified from the record this 23rd day of September, 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  
961 Weigel Drive  
Elmhurst, Illinois 60126  
Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1114-CD

v.

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881  
Defendant

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter

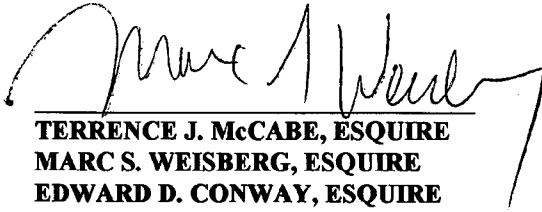
1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Christie Smith a/k/a Christie L. Graham Smith, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a. Against Christie Smith a/k/a Christie L. Graham Smith defendant
  - b. Against \_\_\_\_\_ Garnishee(s)

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

**RD 1 Box 516, Woodland, Pennsylvania 16881**

- |    |                                  |                           |
|----|----------------------------------|---------------------------|
| 5. | Amount Due                       | \$ 68,859.31              |
|    | Interest from 07/29/08 to        |                           |
|    | _____ (DATE OF SALE)             | \$                        |
|    | plus \$11.44 per diem thereafter |                           |
|    |                                  | 135.00 Prothonotary costs |
|    | Total                            | \$                        |

Dated 9/22/08

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

**FILED**

SEP 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Att pd. 20.00  
2cc @ law firms  
to Sheriff

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

Exec. No. 2008-1114-CD Term,     

Orig. No.                     

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

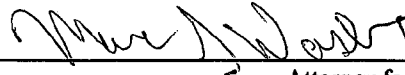
**v.**

**Christie Smith a/k/a Christie L. Graham Smith**

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Filed:



Attorney for Plaintiff(s)

Address: Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

Where papers may be served.

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/21/2001 AND RECORDED 05/30/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200108072 AND PAGE 1.

BEGINNING AT A STONE CORNER AT THE INTERSECTION OF THE PLEASANT VALLEY AND SHILOH ROADS IN THE SETTLEMENT KNOWN AS EGYPT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY OF THE ROAD LEADING TO SHILOH A DISTANCE OF EIGHT HUNDRED SEVENTY (870) FEET TO THE CORNER OF PARCEL HERETOFORE CONVEYED TO CLARK GRAHAM AND MARY ANN GRAHAM; THENCE IN WESTERLY DIRECTION ALONG THE CLARK GRAHAM PARCEL FOUR HUNDRED (400) FEET, MORE OR LESS, TO THE LINE OF PLEASANT VALLEY ROAD BEING A TOWNSHIP HIGHWAY; THENCE ALONG THE RIGHT OF WAY OF SAID TOWNSHIP ROAD IN A NORTHERLY DIRECTION SIX HUNDRED (600) FEET TO THE INTERSECTION OF SAID TOWNSHIP ROAD WITH THE SHILOH ROAD AND THE PLACE OF BEGINNING. BEING A TRIANGULAR PIECE OF LAND CONTAINING THREE (3) ACRES, MORE OR LESS.

TAX I.D. #: 106 052 899

Being known as: RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in Christie L. Graham Smith, single, by deed from Shelly Reed, t/d/b/a Wallaceton Hardwoods dated May 21, 2001 and recorded May 30, 2001 as Instrument No. 200108072.



**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.

Christie Smith a/k/a Christie L. Graham Smith  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at: RD 1 Box 516, Woodland, Pennsylvania 16881, 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
Christie Smith a/k/a Christie L. Graham Smith	2196 Egypt Road Woodland, PA 16881

2. Name and address of Defendant in the judgment:

Name	Address
Christie Smith a/k/a Christie L. Graham Smith	2196 Egypt Road Woodland, Pennsylvania 16881

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
Plaintiff herein.	

Beneficial Consumer Discount  
Company

c/o Chromulak & Associates  
375 Southpointe Blvd., Fl. 4  
Canonsburg, Pennsylvania 15317

Capital One Bank

PO Box 30285  
Salt Lake City, UT 84130-0289

Capital One Bank

c/o James C. Warmbrodt, Esq.  
Welman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg., 436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

Name

Address

Plaintiff herein.

Forcey Lumber Company, Inc.

R.D. 1  
Woodland, Pennsylvania 16881

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

RD 1 Box 516  
Woodland, Pennsylvania 16881

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

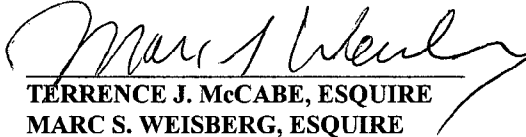
8. Name and address of Attorney of record:

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.

September 22, 2008  
DATE

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

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TAX I.D. #: 106 052 899

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

COPY

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

v.

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1114-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:  
**RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881**

Amount Due	\$ 68,859.31
Interest from 07/29/08 to	
_____ (DATE OF SALE)	\$
plus \$11.44 per diem thereafter	
Total	\$
	135.00 Prothonotary costs

Dated: 9/23/08  
(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

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 # 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

FILED

NOV 20 2008

m/10:45/

William A. Shaw  
Prothonotary/Clerk of Courts  
CENT TO ATT

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

Plaintiff

v.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2008-1114-CD

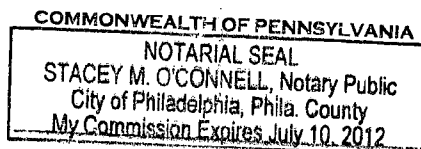
AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 12<sup>th</sup> day of November, 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 12<sup>TH</sup> DAY  
OF NOVEMBER, 2008

*Stacey M. O'Connell*  
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

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

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

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

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**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.

Christie Smith a/k/a Christie L. Graham Smith  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-CD

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Name	Address
Christie Smith a/k/a Christie L. Graham Smith	2196 Egypt Road Woodland, Pennsylvania 16881

**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
Plaintiff herein.	

**Exhibit A**

Beneficial Consumer Discount  
Company

c/o Chromulak & Associates  
375 Southpointe Blvd., Fl. 4  
Canonsburg, Pennsylvania 15317

Capital One Bank

PO Box 30285  
Salt Lake City, UT 84130-0289

Capital One Bank

c/o James C. Warmbrodt, Esq.  
Welman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg., 436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

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

Plaintiff herein.

Forcey Lumber Company, Inc.

R.D. 1  
Woodland, Pennsylvania 16881

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

RD 1 Box 516  
Woodland, Pennsylvania 16881

**Exhibit A**



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

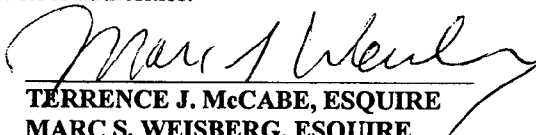
8. Name and address of Attorney of record:

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.

September 22, 2008  
DATE

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

**Exhibit 1.**

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/21/2001 AND RECORDED 05/30/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200108072 AND PAGE 1.

BEGINNING AT A STONE CORNER AT THE INTERSECTION OF THE PLEASANT VALLEY AND SHILOH ROADS IN THE SETTLEMENT KNOWN AS EGYPT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY OF THE ROAD LEADING TO SHILOH A DISTANCE OF EIGHT HUNDRED SEVENTY (870) FEET TO THE CORNER OF PARCEL HERETOFORE CONVEYED TO CLARK GRAHAM AND MARY ANN GRAHAM; THENCE IN WESTERLY DIRECTION ALONG THE CLARK GRAHAM PARCEL FOUR HUNDRED (400) FEET, MORE OR LESS, TO THE LINE OF PLEASANT VALLEY ROAD BEING A TOWNSHIP HIGHWAY; THENCE ALONG THE RIGHT OF WAY OF SAID TOWNSHIP ROAD IN A NORTHERLY DIRECTION SIX HUNDRED (600) FEET TO THE INTERSECTION OF SAID TOWNSHIP ROAD WITH THE SHILOH ROAD AND THE PLACE OF BEGINNING. BEING A TRIANGULAR PIECE OF LAND CONTAINING THREE (3) ACRES, MORE OR LESS.

TAX I.D. #: 106 052 899

Being known as: RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in Christie L. Graham Smith, single, by deed from Shelly Reed, t/d/b/a Wallaceton Hardwoods dated May 21, 2001 and recorded May 30, 2001 as Instrument No. 200108072.

**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**

**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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-1114-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Christie Smith a/k/a Christie L. Graham Smith

PROPERTY: RD 1 Box 516, Woodland, Pennsylvania 16881

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **January 9, 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.

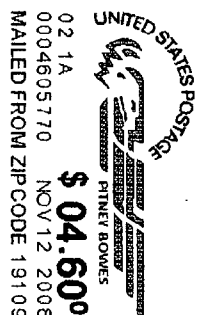
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**EXHIBIT B**

**Check type of mail or service:**

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

Affix Stamp Here



Line	Article Number
1	AHMS v. SMITH 37648 PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
2	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
3	Equity One, Incorporated 340 East Maple Avenue, Ste. 304 Langhorne, Pennsylvania 19047
4	Tenants/Occupants 1947 Ritter Avenue Bristol, Pennsylvania 19007
5	Commonwealth of Pennsylvania Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
6	Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
7	Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
8	Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
9	United States of America Internal Revenue Service Technical Support Group William Green Federal Building Room 3259 600 Arch Street Philadelphia, PA 19106

NOV 12 2008

\$ 04.60<sup>00</sup>

02 1A NOV 12 2008

0004605770 Mailed from ZIP Code 19109

# EXHIBIT "B"



Prothonotary/Clerk of Courts  
William A. Shaw

NOV 20 2008

FILED

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 # 28009**  
**FRANK DUBIN, ESQUIRE - ID #19280**  
**HEIDI R. SPIVAK, ESQUIRE - ID #74770**

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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

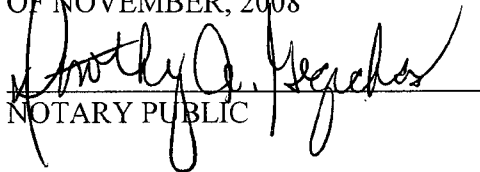
Number 2008-1114-CD

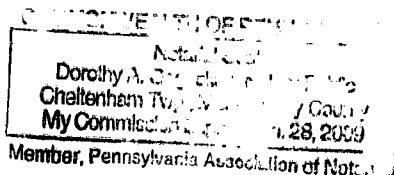
**AFFIDAVIT OF SERVICE**

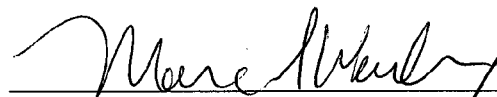
I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 12<sup>th</sup> day of November, 2008, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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 12<sup>TH</sup> DAY  
OF NOVEMBER, 2008

  
NOTARY PUBLIC



  
**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

5  
**FILED** *no cc*  
m19:1061  
DEC 08 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

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.

Christie Smith a/k/a Christie L. Graham Smith  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-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: RD 1 Box 516, Woodland, Pennsylvania 16881, 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
Christie Smith a/k/a Christie L. Graham Smith	2196 Egypt Road Woodland, PA 16881

2. Name and address of Defendant in the judgment:

Name	Address
Christie Smith a/k/a Christie L. Graham Smith	2196 Egypt Road Woodland, Pennsylvania 16881

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
Plaintiff herein.	

Exhibit A



Beneficial Consumer Discount  
Company

c/o Chromulak & Associates  
375 Southpointe Blvd., Fl. 4  
Canonsburg, Pennsylvania 15317

Capital One Bank

PO Box 30285  
Salt Lake City, UT 84130-0289

Capital One Bank

c/o James C. Warmbrodt, Esq.  
Welman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg., 436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

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

Plaintiff herein.

Forcey Lumber Company, Inc.

R.D. 1  
Woodland, Pennsylvania 16881

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

RD 1 Box 516  
Woodland, Pennsylvania 16881

Exhibit

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
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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

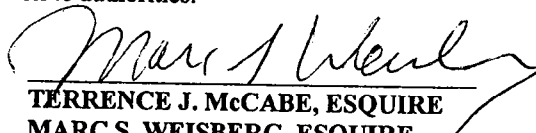
8. Name and address of Attorney of record:

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.

September 22, 2008  
DATE

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

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BEGINNING AT A STONE CORNER AT THE INTERSECTION OF THE PLEASANT VALLEY AND SHILOH ROADS IN THE SETTLEMENT KNOWN AS EGYPT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY OF THE ROAD LEADING TO SHILOH A DISTANCE OF EIGHT HUNDRED SEVENTY (870) FEET TO THE CORNER OF PARCEL HERETOFORE CONVEYED TO CLARK GRAHAM AND MARY ANN GRAHAM; THENCE IN WESTERLY DIRECTION ALONG THE CLARK GRAHAM PARCEL FOUR HUNDRED (400) FEET, MORE OR LESS, TO THE LINE OF PLEASANT VALLEY ROAD BEING A TOWNSHIP HIGHWAY; THENCE ALONG THE RIGHT OF WAY OF SAID TOWNSHIP ROAD IN A NORTHERLY DIRECTION SIX HUNDRED (600) FEET TO THE INTERSECTION OF SAID TOWNSHIP ROAD WITH THE SHILOH ROAD AND THE PLACE OF BEGINNING. BEING A TRIANGULAR PIECE OF LAND CONTAINING THREE (3) ACRES, MORE OR LESS.

TAX I.D. #: 106 052 899

Being known as: RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881.

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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

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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-1114-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Christie Smith a/k/a Christie L. Graham Smith

PROPERTY: RD 1 Box 516, Woodland, Pennsylvania 16881

IMPROVEMENTS: Residential Dwelling

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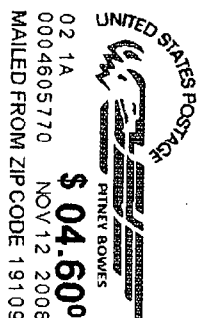
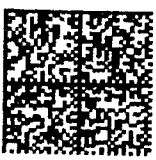
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EXHIBIT "B"

**Check type of mail or service:**

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here



Line	Article Number	
1	AHMS v. SMITH 37648	PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
2		Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
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4		Tenants/Occupants 1947 Ritter Avenue Bristol, Pennsylvania 19007
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7		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
8		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
9		United States of America Internal Revenue Service Technical Support Group William Green Federal Building Room 3259 600 Arch Street Philadelphia, PA 19106

NOV 11 22 2008  
TREASURY  
PHILADELPHIA, PA 19110

02 1A  
0004605770 NOV 12 2008  
MAILED FROM ZIP CODE 19109

\$ 04.60<sup>00</sup>

PITNEY BOWES

H	RD	RR
ce	Fee	

# EXHIBIT "B"



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20857  
NO: 08-1114-CD

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

vs.

DEFENDANT: CHRISTINE SMITH A/K/A CHRISTIE L. GRAHAM SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/23/2008

LEVY TAKEN 10/10/2008 @ 9:10 AM

POSTED 10/10/2008 @ 9:10 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/16/2009

DATE DEED FILED NOT SOLD

5 FILED

0/8:55 Lm  
MAR 16 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

10/17/2008 @ 2:57 PM SERVED CHRISTIE SMITH A/K/A CHRISTIE L. GRAHAM SMITH

SERVED CHRISTINE SMITH A/K/A CHRISTINE L. GRAHAM SMITH, DEFENDANT, AT HER RESIDENCE 2196 EGYPT ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINE SMITH A/K/A CHRISTINE L. GRAHAM SMITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, JANUARY 8, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2009; ( THE SUM OF \$340.50 WAS RECEIVED TO CURE THE DEFAULT) AND RETURN THE WRIT TO THE PROTHONOTARY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20857  
NO: 08-1114-CD

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

vs.

DEFENDANT: CHRISTINE SMITH A/K/A CHRISTIE L. GRAHAM SMITH

Execution REAL ESTATE

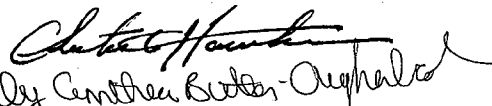
SHERIFF RETURN

---

SHERIFF HAWKINS \$173.55

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
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  
961 Weigel Drive  
Elmhurst, Illinois 60126  
Plaintiff

v.

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1114-CD

Commonwealth of Pennsylvania :

: SS.

County of Clearfield :

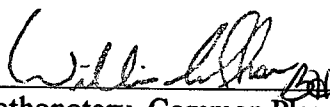
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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:  
**RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881**

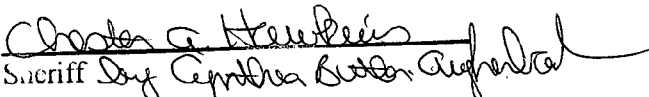
Amount Due	\$ 68,859.31
Interest from 07/29/08 to _____ (DATE OF SALE)	\$
plus \$11.44 per diem thereafter	
Total	\$ 135.00 Prothonotary costs

Dated: 9/23/08  
(SEAL)

  
\_\_\_\_\_  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

Received this writ this 23rd day  
of September A.D. 2008  
At 8:00 A.M. (P.M.)

  
\_\_\_\_\_  
Sheriff Say Cynthia Butler Aughenall

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.

Christie Smith a/k/a Christie L. Graham Smith

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-1114-CD

**LEGAL DESCRIPTION**

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/21/2001 AND RECORDED 05/30/2001, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 200108072 AND PAGE 1.

BEGINNING AT A STONE CORNER AT THE INTERSECTION OF THE PLEASANT VALLEY AND SHILOH ROADS IN THE SETTLEMENT KNOWN AS EGYPT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY OF THE ROAD LEADING TO SHILOH A DISTANCE OF EIGHT HUNDRED SEVENTY (870) FEET TO THE CORNER OF PARCEL HERETOFORE CONVEYED TO CLARK GRAHAM AND MARY ANN GRAHAM; THENCE IN WESTERLY DIRECTION ALONG THE CLARK GRAHAM PARCEL FOUR HUNDRED (400) FEET, MORE OR LESS, TO THE LINE OF PLEASANT VALLEY ROAD BEING A TOWNSHIP HIGHWAY; THENCE ALONG THE RIGHT OF WAY OF SAID TOWNSHIP ROAD IN A NORTHERLY DIRECTION SIX HUNDRED (600) FEET TO THE INTERSECTION OF SAID TOWNSHIP ROAD WITH THE SHILOH ROAD AND THE PLACE OF BEGINNING. BEING A TRIANGULAR PIECE OF LAND CONTAINING THREE (3) ACRES, MORE OR LESS.

TAX I.D. #: 106 052 899

Being known as: RD 1 BOX 516, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in Christie L. Graham Smith, single, by deed from Shelly Reed, t/d/b/a Wallaceton Hardwoods dated May 21, 2001 and recorded May 30, 2001 as Instrument No. 200108072.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CHRISTIE SMITH A/K/A CHRISTIE L. GRAHAM SMITH

NO. 08-1114-CD

NOW, March 15, 2009, 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 January 09, 2009, I exposed the within described real estate of Christine Smith A/K/A Christie L. Graham Smith to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$340.50 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	5.85
LEVY	15.00
MILEAGE	5.85
POSTING	15.00
CSDS	10.00
COMMISSION	6.81
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	340.50
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$173.55</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	68,859.31
INTEREST @ 11.4400	1,876.16
FROM 07/29/2008 TO 01/09/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$70,755.47</b>
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**COSTS:**

ADVERTISING	415.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	173.55
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$989.55</b>
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

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

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

TERRENCE J. McCABE\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY\*\*  
MARGARET GAIRO\*\*  
LISA L. WALLACE\*\*  
DEBORAH K. CURRAN\*\*  
LAURA H.G. O'SULLIVAN\*\*  
FRANK DUBIN\*\*  
ANDREW L. MARKOWITZ\*\*  
GAYL C. SPIVAK\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI\*\*  
JASON BROOKS\*  
STEPHANIE H. HURLEY\*\*  
MARGARET MARY BALMFORTH\*\*  
ADRIENNE CHAPMAN\*\*  
DIANN GREEN\*\*

January 8, 2009

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 310  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914) 636-5900  
FAX (914) 636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

Of Counsel  
JOSEPH F. RIGA\* - PA & NJ

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

Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania  
vs.  
Christie Smith a/k/a Christie L. Grabarn Smith  
Clearfield County, Court of Common Pleas, No. 2008-1114-CD  
Premises: RD 1 Box 516, Woodland, Pennsylvania 16881

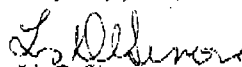
Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the January 9, 2009 Sheriff's Sale. I am requesting at this time that you stay this sale. Client accepted funds in the amount of \$340.50.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

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

Very truly yours,

  
Liz DeSimone  
Legal Assistant

/s/

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

SIGNATURE

DATE

*This is a communication from a debt collector.*

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

5  
**McCABE, WEISBERG & CONWAY, LLC**

MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
CHRISTINE L. GRAHAM, ESQUIRE - ID # 309480  
BRIAN T. LAMANNA, ESQUIRE - ID # 310321  
ANN E. SWARTZ, ESQUIRE - ID # 201926  
JOSEPH F. RIGA, ESQUIRE - ID # 57716  
JOSEPH I. FOLEY, ESQUIRE - ID # 314675  
JACOB M. OTTLEY, ESQUIRE - ID # 319404  
LAUREN M. MOYER, ESQUIRE - ID # 320589  
CHELSEA A. NIXON, ESQUIRE - ID # 324130

123 South Broad Street, Suite 1400  
Philadelphia, PA 19109  
(215) 790-1010

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

v.

Christie Smith a/k/a Christie L. Graham Smith  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-1114-CD

Attorneys for Plaintiff

**FILED**

m/amy (pm) 8:41  
**JUL 02 2018**

7:00 PM Amy LaManna

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

**PRAECIPE**

TO THE PROTHONOTARY:

Please Vacate the judgment entered and mark the action Discontinued and Ended without prejudice.

Date: 6-27-18

**McCABE, WEISBERG & CONWAY, LLC**

BY: 

<input type="checkbox"/> Margaret Gairo, Esq.	<input type="checkbox"/> Andrew L. Markowitz, Esq.
<input type="checkbox"/> Christine L. Graham, Esq.	<input checked="" type="checkbox"/> Brian T. LaManna, Esq.
<input type="checkbox"/> Ann E. Swartz, Esq.	<input type="checkbox"/> Joseph F. Riga, Esq.
<input type="checkbox"/> Joseph I. Foley, Esq.	<input type="checkbox"/> Jacob M. Ottley, Esq.
<input type="checkbox"/> Lauren M. Moyer, Esq.	<input type="checkbox"/> Chelsea A. Nixon, Esq.

Attorneys for Plaintiff

5  
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CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-1114-CD

Attorneys for Plaintiff

**FILED**

m/Am (Am) 8:41  
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7:00 PM by LaManna

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Attorneys for Plaintiff

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

v.

Christie Smith a/k/a Christie L. Graham Smith  
Defendant

Attorneys for Plaintiff

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-1114-CD

**CERTIFICATE OF SERVICE**

The undersigned Attorney for Plaintiff, hereby certifies that a true and correct copy of the within  
Praecipe was served on the below person(s) by regular first class mail, postage prepaid, on the 27<sup>th</sup> day of  
June, 2018.

Christie Smith a/k/a Christie L. Graham Smith  
2196 Egypt Road  
Woodland, Pennsylvania 16881

Date: 6-27-18

**McCABE, WEISBERG & CONWAY, LLC**

BY: 

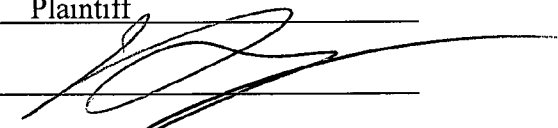
<input type="checkbox"/> Margaret Gairo, Esq.	<input checked="" type="checkbox"/> Andrew L. Markowitz, Esq.
<input type="checkbox"/> Christine L. Graham, Esq.	<input checked="" type="checkbox"/> Brian T. LaManna, Esq.
<input type="checkbox"/> Ann E. Swartz, Esq.	<input type="checkbox"/> Joseph F. Riga, Esq.
<input type="checkbox"/> Joseph I. Foley, Esq.	<input type="checkbox"/> Jacob M. Ottley, Esq.
<input type="checkbox"/> Lauren M. Moyer, Esq.	<input type="checkbox"/> Chelsea A. Nixon, Esq.

Attorneys for Plaintiff

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Plaintiff

Signature: 

Name: Brian T. LaManna, Esquire

Attorney No. (If applicable) 310321