

08-1422-CD  
Beneficial Cons. Al vs Kirby Hryn al

FILED

AUG 01 2008

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William A. Shaw  
Prothonotary/Clerk of Courts

3 cents to SHFC

1 cent to Att

McCABE, WEISBERG AND CONWAY, P.C.

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

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 2008-1422-CO

v.

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

CIVIL ACTION/MORTGAGE FORECLOSURE

## NOTICE

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

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

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

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

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

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Kirby Hryna/k/a Kirby M. Hryna, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 314 Pennsylvania Avenue, Clearfield, Pennsylvania 16830.

3. The Defendant is Cathy Hryna/k/a Cathy A. Stuckey/k/a Cathy A. Hryna, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 314 Pennsylvania Avenue, Clearfield, Pennsylvania 16830.

4. On April 23, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1927, Page 40.

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

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due March 1, 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.

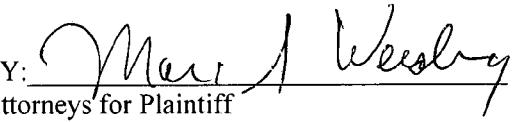
7. The following amounts are due on the mortgage:

|  |    |           |
|--|----|-----------|
| Principal Balance  | \$ | 58,203.08 |
| Interest through June 19, 2008<br>(Plus \$16.18 per diem thereafter) | \$ | 3,453.57  |
| Attorney's Fee   | \$ | 1,250.00  |
| <hr/>  |    |           |
| GRAND TOTAL  | \$ | 62,906.65 |

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$62,906.65, together with interest at the rate of \$16.18 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

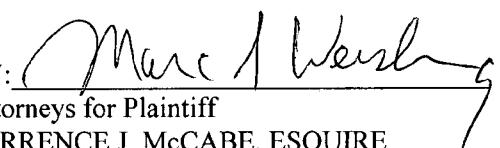
McCABE, WEISBERG AND CONWAY, P.C.

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

**VERIFICATION**

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

McCABE, WEISBERG AND CONWAY,P.C.

BY: 

Attorneys for Plaintiff

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

## OPEN-END MORTGAGE

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

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

BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,

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

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

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

## EXHIBIT A

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

TAX PARCEL ID: 4.2-K08-222-43

ADDRESS: 314 PENNSYLVANIA AVE.  
CLEARFIELD, PA

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

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

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

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

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

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

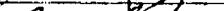
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee. IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

 Witness  
 Witness  
 Witness

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

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

On this the 23rd day of April, 1998, before me, William L. Kurtz  
(Name of Officer)  
the undersigned officer, personally appeared KIRBY M. HRYN & CATHY A. STUCKEY  
(Name of Borrower)  
known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged  
is/are  
that they  
he/she/they  
executed the same for the purposes herein contained.

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

(SEAL)

My commission expires:

Notary Seal  
William L. Kanz, Notary Public  
State of PA, Clearfield County  
My Commission Expires Dec. 22, 2001  
Member, Pennsylvania Association of Notaries

**Notary Public of Pennsylvania**

RL 4 PA 20/22/25, Ed. Nov '23

RL 4 PA 20/22/25, Ed. Nov '23

Entered of Record 4-28 1958; 9:26 Karen L. Strock, Recorder

# COMMONWEALTH OF PENNSYLVANIA

## MORTGAGE

KIRBY M. HYRN & CATHY A. STUCKEY  
*Name of Munksgaards)*

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

4

Mortgage

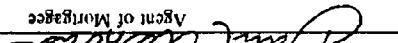
COMMONWEALTH OF  
PENNSYLVANIA

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

RECORDED

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

CLEARFIELD COUNTY  
ENTERED RECORD  
TIME 3-26-44-48-98  
FEE \$15.00  
KAREN L. STARDK, Recorder

Witness my hand, this 23rd day of April, 1998  
Beneftcial Mortgage Company of Pennsylvania, Inc.  
90 Beaver Drive, Dubois, PA 15801  
Mortgage named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is  
Witness my hand, this 23rd day of April, 1998  
Agree of Mortgagee  


## CERTIFICATE OF RESIDENCE

42 PAGE 1927 VOL

Prothonotary/Clerk of Courts  
William A. Shaw

AUG 01 2008

**FILED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1422-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PA.  
vs  
KIRBY HRYN aka KIRBY M. HRYN and

CATHY HRYN aKD CATHY A. STUCKEY aka CATHY A. HRYN  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/31/08 HEARING: PAGE: 104501

DEFENDANT: KIRBY HRYN aka KIRBY M. HRYN  
ADDRESS: 314 PENNSYLVANIA AVE.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS \_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 8-8-08 AT 244 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON KIRBY HRYN aka KIRBY M. HRYN, DEFENDANT  
BY HANDING TO Kirby Cathy Hrym, Wife

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

ADDRESS SERVED 314 Pennsylvania Ave Clearfield, Pa

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR KIRBY HRYN aka KIRBY M. HRYN

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

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

I MAKE RETURN OF **NOT FOUND** AS TO KIRBY HRYN aka KIRBY M. HRYN

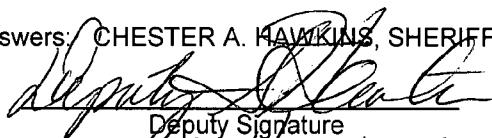
REASON UNABLE TO LOCATE \_\_\_\_\_

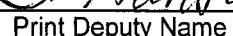
SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

  
Deputy Signature

  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1422-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PA.  
vs  
SERVICE # 2 OF 3

KIRBY HRYN aka KIRBY M. HRYN and  
CATHY HRYN a&D CATHY A. STUCKEY aka CATHY A. HRYN  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/31/08 HEARING: PAGE: 104501

FILED

08/30/08  
AUG 08 2008

DEFENDANT: CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN  
ADDRESS: 314 PENNSYLVANIA AVE  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS \_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 8-8-08 AT 244 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN,  
DEFENDANT

BY HANDING TO Cathy Hryn, self

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

ADDRESS SERVED 314 Pennsylvania Ave Clearfield Pa

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN

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

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

I MAKE RETURN OF **NOT FOUND** AS TO CATHY HRYN aka CATHY A. STUCKEY aka CATHY A. HRYN

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

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Chester A. Hawkins  
Deputy Signature  
S. Hunter

Print Deputy Name

DAY OF 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1422-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PA.

vs

SERVICE # 3 OF 3

KIRBY HRYN aka KIRBY M. HRYN and

CATHY HRYN a&D CATHY A. STUCKEY aka CATHY A. HRYN

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/31/08 HEARING: PAGE: 104501

DEFENDANT: OCCUPANT

ADDRESS: 314 PENNSYLVANIA AVE.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

08:30 am  
AUG 08 2008

William A. Shaw  
Prothonotary/Clerk of Courts

OCCUPIED

SHERIFF'S RETURN

NOW, 8-8-08 AT 244 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT, DEFENDANT

BY HANDING TO Cathy Hryn, OCCUPANT

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

ADDRESS SERVED 314 Pennsylvania Ave Clearfield

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR OCCUPANT

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

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

I MAKE RETURN OF **NOT FOUND** AS TO OCCUPANT

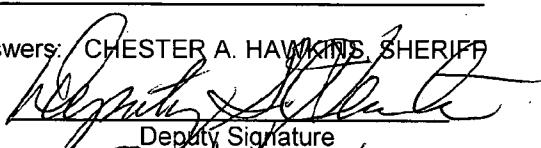
REASON UNABLE TO LOCATE \_\_\_\_\_

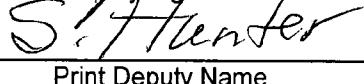
SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

  
Deputy Signature

  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104501  
NO: 08-1422-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE COMPANY OF PA.

vs.

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

**SHERIFF RETURN**

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RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | MCCABE  | 30163   | 30.00  |
| SHERIFF HAWKINS | MCCABE  | 30163   | 32.00  |

S  
**FILED**  
01/06/2008  
JAN 06 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff