

08-2371-CD

Beneficial Cons. Disc. Vs Diane Novella

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FILED Pd \$95.00 Atty
m/12:20pm ICC Atty
DEC 10 2008 ICC Shff

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
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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

v.

Diane Novella
1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

Clearfield County
Court of Common Pleas

Number **2008-2371-CD**

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. Ademias, 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 Diane Novella, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his/her last-known address is 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724.

3. On November 8, 1999, 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 Book Instrument #199918751.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 25, 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	\$	63,966.12
Interest through September 30, 2008 (Plus \$19.84 per diem thereafter)	\$	3,618.33
Attorney's Fee	\$	1,250.00
<hr/>		
GRAND TOTAL	\$	68,834.45

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 \$68,834.45, together with interest at the rate of \$19.84 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

711742-25-500-845

711742-25-500849

MORTGAGE

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

THIS MORTGAGE is made this day 8TH of NOVEMBER 1999, between the Mortgagor, DIANE M NOVELLA (STATUS UNSTATED) AND ROBERT E SEBRING (DECEASED) (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 3100 OKLND AVE UNIT 13-15, INDIANA, PA 15701 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated 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 ;

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 62,900.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated NOVEMBER 8, 1999 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 \$ 49,000.00;

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 COUNTY Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BURNSIDE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/24/97 AND RECORDED 06/04/97, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1846 AND PAGE 453.

ADDRESS: RD 2 BOX 15 BUTERBAUGH RD.; CHERRY TREE, PA 15724
TAX MAP OR PARCEL ID NO.: 108-A16-4

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
199918751

RECORDED ON
Nov 12, 1999
2:49:17 PM

RECORDING FEES - \$17.00
RECORDER - \$1.00
COUNTY IMPROVEMENT FUND - \$1.00
RECORDER - \$1.00

IMPROVEMENT FUND \$0.50
STATE UNIT TAX \$19.50
TOTAL \$21.00

Starck

09-20-99 MTG

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

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

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

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

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

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

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ORIGINAL



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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.

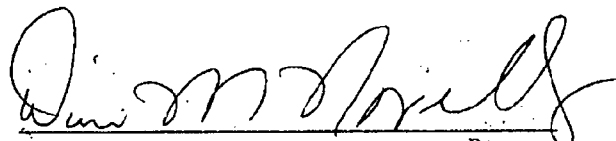
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

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.



**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.


-Borrower

-Borrower

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

3100 OAKLAND AVENUE SUITE 13 INDIANA, PA 15701

On behalf of the Lender, By: ELAINE CESSNA *Elaine Cessna* Title: SA

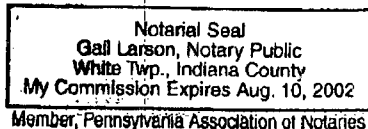
COMMONWEALTH OF PENNSYLVANIA, INDIANA County ss:

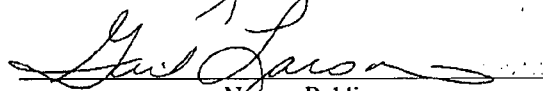
I, GAIL LARSON, a Notary Public in and for said county and state, do hereby certify that
DIANE M NOVELLA

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 S he signed and delivered the said instrument as A free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November, 19 99.

My Commission expires:




Notary Public

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

3100 OAKLAND AVENUE SUITE 13
INDIANA, PA 15701
(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

09-20-99 MTG

PA001266

ORIGINAL



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2371-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs
DIANE NOVELLA

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/09/2009

HEARING:

PAGE: 105050

DEFENDANT:

DIANE NOVELLA

ADDRESS:

1447 BUTERBAUGH ROAD
CHERRY TREE, PA 15724

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: ☒

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-15-08 AT 10:38 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DIANE NOVELLA, DEFENDANT

BY HANDING TO Diane Novella, Def.

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

ADDRESS SERVED 1447 Buterbaugh Road
Cherry Tree, Pa. 15724

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DIANE NOVELLA

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO DIANE NOVELLA

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

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

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Philadelphia, Pennsylvania 19109
(215) 790-1010

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

Plaintiff

v.

Diane Novella

Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-2371-CD

FILED

7/10:37 AM
FEB 10 2009

Any pd. 20.00
100% Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts

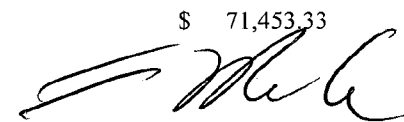
Statement to
Any
GO

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	\$ 68,834.45
Interest from 10/01/08 to 02/09/09	\$ 2,618.88
Total	\$ 71,453.33



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

AND NOW, this 10th day of February, 2009, Judgment is entered in favor of Plaintiff, Beneficial
Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant, Diane
Novella, and damages are assessed in the amount of \$71,453.33, plus interest and costs.

BY THE PROTHONOTARY



McCABE, WEISBERG AND CONWAY, P.C.

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

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

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

Plaintiff

v.

Diane Novella

Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-2371-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, Diane Novella, 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, Diane Novella, is over eighteen (18) years of age, and reside as follows:

Diane Novella
1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

SWORN AND SUBSCRIBED

BEFORE ME THIS 9th DAY

OF FEBRUARY, 2009

NOTARY PUBLIC

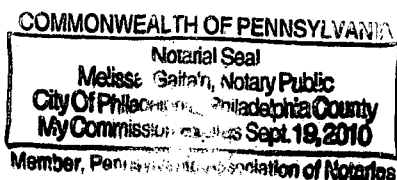
TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

Attorneys for Plaintiff



McCABE, WEISBERG AND CONWAY, P.C.

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

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

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

Plaintiff

v.

Diane Novella

Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-2371-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 9th DAY

OF FEBRUARY, 2009

NOTARY PUBLIC



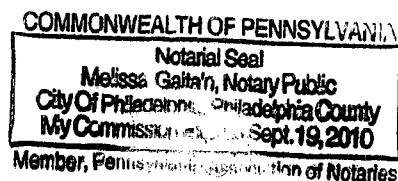
TERRENCE J. McCABE, ESQUIRE

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.

A handwritten signature in black ink, appearing to read 'T. McCabe', is written over a horizontal line.

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

36359

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, Pennsylvania 16830

William A. Shaw
Prothonotary

January 27, 2009

EXHIBIT A

To: Diane Novella
1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

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

Clearfield County
Court of Common Pleas

Number 2008-2371-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

BY: _____

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

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

Copy

Prothonotary

To: Diane Novella
1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

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

Plaintiff

v.

Diane Novella

Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2008-2371-CD

NOTICE

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


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.

COPY

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

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

No.: 2008-02371-CD

Real Debt: \$71,453.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Diane Novella
Defendant(s)

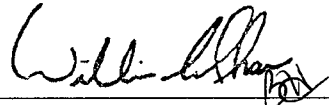
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 10, 2009

Expires: February 10, 2014

Certified from the record this 10th day of February, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

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

Plaintiff

v.

Diane Novella

Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. _____ Term, _____

Orig. No. 2008-2371-CD

FILED

MAR 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

1 CEWTS ATT
+ 6 wires to SHF

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

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

RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania
15724

5. Amount Due \$ 71,453.33

Interest from 02/10/09 to

\$

plus \$11.75 per diem thereafter

Total

\$

Prothonotary costs \$ 135.00

Dated March 4, 2009

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exec. No. 2008-2371-CD Term,

Orig. No.

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

v.

Diane Novella

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff(s)

Address: Diane Novella
RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

Where papers may be served.

LEGAL DESCRIPTION

ALL that certain tract of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin on the lands now or formerly of Edward Lacko and lands now or formerly of Ronald Buterbaugh et al, thence along the line of lands now or formerly of Ronald Buterbaugh et al, South 06° 51' West, for a distance of 875.38 feet to an iron pin, being the corner of lands now or formerly of Nancy Reising on lands now or formerly of Ronald Buterbaugh et al; thence along the lands now or formerly of Nancy Reising, North 72° 15' West, for a distance of 1,276.12 feet to an iron pin on the West side of the Right-of-Way of Township Road leading from Cherry Tree to Plattaville; thence along the South side of the lane leading to property now or formerly of William E. Ross, North 78° 50' West, for a

distance of 255.00 feet to an iron pin; thence along Kings Run the following courses and distances: 1) North 02° 25' East, for a distance of 192.16 feet; 2) North 15° 23' East, for a distance of 308.66 feet; 3) North 03° 34' West, for a distance of 115.31 feet; and 4) North 28° 33' East, for a distance of 168.17 feet to an iron pin on the lands now or formerly of Miles E. Shankle and lands now or formerly of Edward Lacko; thence along the lands now or formerly of Edward Lacko, South 77° 07' East, for a distance of 1,443.04 feet to the point and place of beginning. Containing 27.881 acres as shown on Plan of Survey as prepared by Ronald Griffin, Registered Professional Land Surveyor dated February 25, 1995.

TAX I.D. #: 108-A16-000-00004

Being known as: RR 2 BOX 15 BUTERBAUGH ROAD N/K/A 1447 BUTERBAUGH ROAD, CHERRY TREE, PENNSYLVANIA 15724.

Title to said premises is vested in Robert E. Sebring and Diane Novella, as joint tenants with rights of survivorship, by deed from Robert E. Sebring, Widower, Diane M. Novella, and Leonard Novella, as joint tenants with rights of survivorship dated May 24, 1997 and recorded June 4, 1997 in Deed Book 1846, Page 453.

Robert E. Sebring departed this life on 10/15/1997 leaving title solely vested in Diane M. Novella.

FILED

MAR 09 2009

PM 1:00 (w)

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Attm

6 wnts to Slt

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.

Diane Novella

Defendant

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO: 2008-2371-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724, 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

Diane Novella

RR 2 Box 15 Buterbaugh Road n/k/a 1447
Buterbaugh Road
Cherry Tree, Pennsylvania 15724

2. Name and address of Defendant in the judgment:

Name

Address

Diane Novella

RR 2 Box 15 Buterbaugh Road n/k/a 1447
Buterbaugh Road
Cherry Tree, Pennsylvania 15724

FILED

MAR 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

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	
Ameriserv Financial	P.O. Box 520 Collections/Assigned Risk Johnstown, Pennsylvania 15907-0520

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

Name	Address
Plaintiff herein	

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

Name	Address
NONE	

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

Name	Address
NONE	

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

Name	Address
Tenants/Occupants	RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road Cherry Tree, Pennsylvania 15724
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
13th 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:

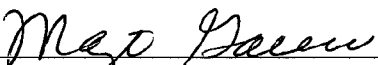
Name

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.

March 4, 2009
DATE


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

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distance of 255.00 feet to an iron pin; thence along Kings Run the following courses and distances: 1) North 02° 25' East, for a distance of 192.16 feet; 2) North 15° 23' East, for a distance of 308.66 feet; 3) North 03° 34' West, for a distance of 115.31 feet; and 4) North 28° 33' East, for a distance of 168.17 feet to an iron pin on the lands now or formerly of Miles E. Shankle and lands now or formerly of Edward Lacko; thence along the lands now or formerly of Edward Lacko, South 77° 07' East, for a distance of 1,443.04 feet to the point and place of beginning. Containing 27.881 acres as shown on Plan of Survey as prepared by Ronald Griffin, Registered Professional Land Surveyor dated February 25, 1995.

TAX I.D. #: 108-A16-000-00004

Being known as: RR 2 BOX 15 BUTERBAUGH ROAD N/K/A 1447 BUTERBAUGH ROAD, CHERRY TREE, PENNSYLVANIA 15724.

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Robert E. Sebring departed this life on 10/15/1997 leaving title solely vested in Diane M. Novella.

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.

Diane Novella

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2371-CD

CERTIFICATE

The undersigned, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

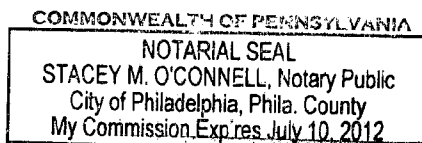
- ☐ () An FHA insured mortgage
- ☐ () Non-owner occupied
- ☐ () Vacant
- ☒ (X) Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa. C.S. Sec 4904 relating to unsworn falsification to authorities.

SWORN AND SUBSCRIBED
BEFORE ME THIS 4TH DAY
OF MARCH, 2009

Stacey M. O'Connell
NOTARY PUBLIC

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105050
NO: 08-2371-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a
vs.
DEFENDANT: DIANE NOVELLA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	42751	10.00
SHERIFF HAWKINS	MCCABE	42751	60.12

S
FILED
013:35cm
MAR 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.

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

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.

Diane Novella

Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-2371-CD

FILED ICC AH
m/12:15pm Gairo
APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

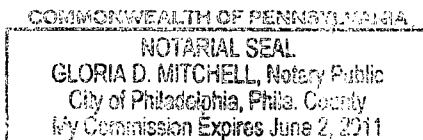
I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 2nd day of April, 2009, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto 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 2ND DAY
OF APRIL, 2009

Gloria D. Mitchell
NOTARY PUBLIC

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



McCABE, WEISBERG AND CONWAY, P.C.

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

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.

Diane Novella

Defendant

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO: 2008-2371-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724, 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

Diane Novella

RR 2 Box 15 Buterbaugh Road n/k/a 1447
Buterbaugh Road
Cherry Tree, Pennsylvania 15724

2. Name and address of Defendant in the judgment:

Name

Address

Diane Novella

RR 2 Box 15 Buterbaugh Road n/k/a 1447
Buterbaugh Road
Cherry Tree, Pennsylvania 15724

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

Ameriserv Financial	P.O. Box 520 Collections/Assigned Risk Johnstown, Pennsylvania 15907-0520
---------------------	---

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

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

Plaintiff herein

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

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

NONE

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

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

NONE

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

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

Tenants/Occupants	RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road Cherry Tree, Pennsylvania 15724
-------------------	---

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
13th 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

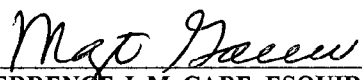
NONE

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.

March 4, 2009

DATE


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

McCABE, WEISBERG AND CONWAY, P.C.

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

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.

Diane Novella

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2371-CD

DATE: April 2, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Diane Novella

PROPERTY: RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **June 5, 2009 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.

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
(if issued as a
first-class mailing)



02 1A
0004605770
APR 02 2009
\$ 03.20
MAILED FROM ZIP CODE 19109

Line	Article Number	Tenants/Occupants
1	Beneficial Consumer Discount Company, etal v. Novella -36359	RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road Cherry Tree, Pennsylvania 15724
2		Commonwealth of Pennsylvania Dept. Of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
3		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
4		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6 th Floor, Strawberry Square Dept. 280601 Harrisburg, PA 17128
5		Depl. Of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
6		PA Dept. Of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
7		Commonwealth of Pennsylvania Dept. Of Revenue Bureau of Compliance Clearance Support Dept. 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
8		United States of America Internal Revenue Service Technical Support Group William Green Federal Building, Room 3259 600 Arch Street Philadelphia, PA 19107
9		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

UNITED STATES POSTAL SERVICE
PRIMEV BROWES
\$03.20
0004605770 APR 02 2009
MAILED FROM ZIP CODE 19109

Order ID	DC Fee	SC Fee

Total Number of Pieces Listed by Sender 9	Total Number of Pieces Received at Post Office			

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20946

NO: 08-2371-CD

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

vs.

DEFENDANT: DIANE NOVELLA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/9/2009

LEVY TAKEN 3/30/2009 @ 10:50 AM

POSTED 3/30/2009 @ 10:50 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS CCSTS

WRIT RETURNED 11/18/2009

DATE DEED FILED **NOT SOLD**

FILED

019:15/30
NOV 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

4/6/2009 @ 10:07 AM SERVED DIANE NOVELLA

SERVED DIANE NOVELLA, DEFENDANT, AT HER RESIDENCE 1447 BUTTERBAUGH ROAD, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DIANE NOVELLA

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, MAY 27, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO AUGUST 7, 2009.

@ SERVED

NOW, AUGUST 6, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 7, 2009 DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20946

NO: 08-2371-CD

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

vs.

DEFENDANT: DIANE NOVELLA



Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$294.68

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

Plaintiff

v.

Diane Novella

Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. _____ Term, _____

Orig. No. 2008-2371-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:
RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724

Amount Due \$ 71,453.33

Interest from 2/10/2009 to DATE OF SALE \$
@ \$11.75 per diem

Costs \$

Total \$ _____ Plus costs as endorsed.

Prothonotary costs 135. -

Dated: 3-9-09
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: [Signature]
Deputy

Received this writ this 9th day
of March A.D. 2009
at 3:00 A.M./P.M.

Charles A. Hunsicker
Sheriff By Cynthia Buterbaugh

LEGAL DESCRIPTION

All that certain tract of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin on the lands now or formerly of Edward Lacko and lands now or formerly of Ronald Buterbaugh et al, thence along the line of lands now or formerly of Ronald Buterbaugh et al, South 06° 51' West, for a distance of 875.38 feet to an iron pin, being the corner of lands now or formerly of Nancy Reising on lands now or formerly of Ronald Buterbaugh et al; thence along the lands now or formerly of Nancy Reising, North 72° 15' West, for a distance of 1,276.12 feet to an iron pin on the West side of the Right-of-Way of Township Road leading from Cherry Tree to Plattsville; thence along the South side of the lane leading to property now or formerly of William E. Ross, North 78° 50' West, for a

distance of 255.00 feet to an iron pin; thence along Kings Run the following courses and distances: 1) North 02° 25' East, for a distance of 192.16 feet; 2) North 15° 23' East, for a distance of 308.66 feet; 3) North 03° 34' West, for a distance of 115.31 feet; and 4) North 28° 33' East, for a distance of 168.17 feet to an iron pin on the lands now or formerly of Miles E. Shankle and lands now or formerly of Edward Lacko; thence along the lands now or formerly of Edward Lacko, South 77° 07' East, for a distance of 1,443.04 feet to the point and place of beginning. Containing 27.881 acres as shown on Plan of Survey as prepared by Ronald Griffin, Registered Professional Land Surveyor dated February 25, 1995.

TAX I.D. #: 108-A16-000-00004

Being known as: RR 2 BOX 15 BUTERBAUGH ROAD N/K/A 1447 BUTERBAUGH ROAD, CHERRY TREE, PENNSYLVANIA 15724.

Title to said premises is vested in Robert E. Sebring and Diane Novella, as joint tenants with rights of survivorship, by deed from Robert E. Sebring, Widower, Diane M. Novella, and Leonard Novella, as joint tenants with rights of survivorship dated May 24, 1997 and recorded June 4, 1997 in Deed Book 1846, Page 453.

Robert E. Sebring departed this life on 10/15/1997 leaving title solely vested in Diane M. Novella.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DIANE NOVELLA

NO. 08-2371-CD

NOW, November 17, 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 August 07, 2009, I exposed the within described real estate of Diane Novella 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 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	39.60
LEVY	15.00
MILEAGE	39.60
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.88
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	39.60
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$294.68

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	71,453.33
INTEREST @ 11.7500	2,091.50
FROM 02/10/2009 TO 08/07/2009	
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	
TOTAL DEBT AND INTEREST	\$73,564.83

COSTS:

ADVERTISING	535.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	294.68
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,401.68

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
 122 SOUTH BROAD STREET
 PHILADELPHIA, PA 19109
 (215) 790-1010
 FAX (215) 790-1274

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)-636-8900
 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

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY**
 MARGARET GAIRO**
 LISA L. WALLACE††
 DEBORAH K. CURRAN**
 LAURA H.G. O'SULLIVAN**
 GAYL C. SPIVAK**
 FRANK DUBIN**
 ANDREW L. MARKOWITZ**
 HEIDI R. SPIVAK*
 SCOTT TAGGART*
 MARISA COHEN*
 KATHERINE SANTANGINI**
 JASON BROOKS†
 STEPHANIE H. HURLEY**
 DIANN GREEN*
 DAVID P. FITZGIBBON*
 FAITH MIROS*
 THOMAS K. TESSMER*

May 27, 2009

* 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
 ¶¶ Managing Attorney for NJ
 †† Licensed in VA
 ‡‡ Licensed in CT & NJ

Chester A. Hawkins
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, Pennsylvania 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania vs. Diane Novella
 Clearfield County, Court of Common Pleas, No. 2008-2371-CD
 Premises: RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the June 5, 2009 Sheriff's Sale. I am requesting at this time that you postpone this matter to the August 7, 2009 Sheriff's Sale.

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

Very truly yours,



Erin Gerew
 Legal Assistant

/eg

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

C. A.
 SIGNATURE

5-28-09
 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.*

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 GAIO**
 LISA L. WALLACE††
 DEBORAH K. CURRANE±
 LAURA H.G. O'SULLIVAN±
 GAYL C. SPIVAK*
 FRANK DUBIN**
 ANDREW L. MARKOWITZ**
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 SCOTT TAGGART*
 MARISA COHEN*
 KATHERINE SANTANGINI**
 JASON BROOKS†
 STEPHANIE H. HURLEY**
 DIANN GREEN <
 DAVID P. FITZGIBBON*
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SUITE 100
 8101 SANDY SPRING ROAD
 LAUREL, MD 20707
 (301) 490-3361
 FAX (301) 490-1568
 Also servicing the District of Columbia
 and Virginia

August 6, 2009

* 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
 ± Managing Attorney for NJ
 < Licensed in VA
 << Licensed in CT & NJ

Chester A. Hawkins
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, Pennsylvania 16830

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
 vs. Diane Novella
 Clearfield County, Court of Common Pleas, No. 2008-2371-CD
 Premises: RR 2 Box 15 Buterbaugh Road n/k/a 1447 Buterbaugh Road, Cherry Tree, Pennsylvania 15724
 Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the August 7, 2009 Sheriff's Sale. I am requesting at this time that you stay this sale. Defendant filed a Ch 13 BK on 8/5/09 in the Western District of PA under #09-70956.

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,



Erin Gerew
 Legal Assistant

/eg

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

CA 8-6-09
 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.*

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
HEIDI R. SPIVAK, ESQUIRE - ID # 74770
MARISA J. COHEN, ESQUIRE - ID # 87830
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
CELINE P. DERKRIKORIAN, ESQUIRE - ID # 313673
LENA KRAVETS, ESQUIRE - ID # 316421
JACOB M. OTTLEY, ESQUIRE - ID # 319404

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

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

v.

Diane Novella
Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

No. 2008-2371-CD

FILED

m GK
2016 JUL 25 A 9:25

S **BRIAN K. SPENCER**
PROTHONOTARY &
CLERK OF COURTS

1cc Atty Foley
GK

PRAECIPE

TO THE PROTHONOTARY:

- ☐ Please mark the action Discontinued and Ended without prejudice.
- ☐ Please mark the above referenced case Settled, Discontinued and Ended.
- ☒ Please Vacate the judgment entered and mark the action Discontinued and Ended without prejudice.
- ☐ Please mark the in rem judgment Satisfied and the action Discontinued and Ended.
- ☐ Please Vacate the Judgment entered.

DATE: 7/22/16

McCABE, WEISBERG & CONWAY, P.C.

BY: *[Signature]*

[] Terrence J. McCabe, Esquire	[] Edward D. Conway, Esquire
[] Margaret Gairo, Esquire	[] Andrew L. Markowitz, Esquire
[] Heidi R. Spivak, Esquire	[] Marisa J. Cohen, Esquire
[] Christine L. Graham, Esquire	[] Brian T. LaManna, Esquire
[] Ann E. Swartz, Esquire	[] Joseph F. Riga, Esquire
<input checked="" type="checkbox"/> Joseph I. Foley, Esquire	[] Celine P. DerKrikorian, Esquire
[] Lena Kravets, Esquire	[] Jacob M. Ottley, Esquire

Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
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CELINE P. DERKRIKORIAN, ESQUIRE - ID # 313673
LENA KRAVETS, ESQUIRE - ID # 316421
JACOB M. OTTLEY, ESQUIRE - ID # 319404

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

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

v.

Diane Novella
Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

No. 2008-2371-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 22nd day of July, 2016.

Diane Novella
1447 Buterbaugh Road
Cherry Tree, Pennsylvania 15724

DATE: 7/22/16

McCABE, WEISBERG & CONWAY, P.C.

BY: [Signature]

<input type="checkbox"/> Terrence J. McCabe, Esquire	<input type="checkbox"/> Edward D. Conway, Esquire
<input type="checkbox"/> Margaret Gairo, Esquire	<input type="checkbox"/> Andrew L. Markowitz, Esquire
<input type="checkbox"/> Heidi R. Spivak, Esquire	<input type="checkbox"/> Marisa J. Cohen, Esquire
<input type="checkbox"/> Christine L. Graham, Esquire	<input type="checkbox"/> Brian T. LaManna, Esquire
<input type="checkbox"/> Ann E. Swartz, Esquire	<input type="checkbox"/> Joseph F. Riga, Esquire
<input checked="" type="checkbox"/> Joseph I. Foley, Esquire	<input type="checkbox"/> Celine P. DerKrikorian, Esquire
<input type="checkbox"/> Lena Kravets, Esquire	<input type="checkbox"/> Jacob M. Ottley, Esquire

Attorneys for Plaintiff

FILED

2016 JUL 25 A 9:25

BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS