

00-538-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a -vs- MICHAEL R. TOST
etal

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company of PA
961 Weigel Drive, P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

FILED

MAY 08 2000

William A. Shaw
Prothonotary

v.

Michael R. Tost
RR3 Box 105A
DuBois, PA 15801

and
Helen A. Tost
RR3 Box 105A
DuBois, PA 15801

Number 00-538-21

CIVIL ACTION/MORTGAGE FORECLOSURE

AVISO

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.

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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of PA	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Michael R. Tost	:	
RR3 Box 105A	:	
DuBois, PA 15801	:	
and	:	
Helen A. Tost	:	
RR3 Box 105A	:	Number
DuBois, PA 15801	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Michael R. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR3 Box 105A, DuBois, PA 15801.

3. The Defendant is Helen A. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is RR3 Box 105A, DuBois, PA 15801.

4. On August 28, 1992, 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 1481, Page 437.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR3 Box 105A, DuBois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due July, 1999 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	\$49,433.12
Interest 7/99 through 1/17/00 (Plus \$17.86 per diem thereafter)	\$ 6,515.68
Attorney's Fee	\$ 2,471.66
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$58,970.46

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

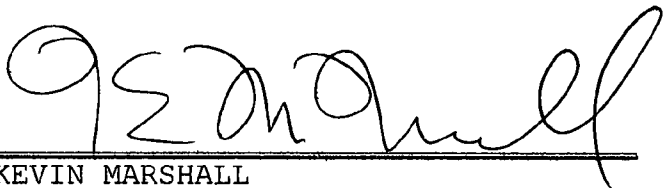
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,970.46, together with interest at the rate of \$17.86 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co. d/b/a Beneficial Mtge. Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



KEVIN MARSHALL

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

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THIS MORTGAGE, entered into this 28th day of AUGUST, 1992, between
 Michael R. Toft and Helen A. Toft
 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 237 Main St., Ridgway, 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 \$ 48,600.00, 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
 Borough of Sandy, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

(See attached Schedule A for legal description of mortgaged premises)

Municipal Tax Lot , Block , Uniform Parcel Identifier
 Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this
 County in Deed Book No. 1481, Page 437, as the Property described in that Deed.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,
 passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining to the
 Property.

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

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for these 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 of the death of one of the Mortgagors, Mortgagee, at its option, may declare the Unpaid Balance of the Account immediately due and payable.
8. 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.
9. 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) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) 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.
10. 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.

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SCHEDULE "A" FORMING PART OF THE MORTGAGE FROM MICHAEL TOST AND HELEN TOST, HUSBAND AND WIFE, TO BENEFICIAL CONSUMER DISCOUNT COMPANY

ALL that certain lot, piece or parcel of land situate, lying and being in the TOWNSHIP OF SANDY, County of Clearfield, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set iron pin located in the center line of a sixteen foot right-of-way, at the corner of other land of Walter R. Harvey and Sara Jane Harvey, which the premises herein described were formerly a part; thence North $27^{\circ} 54'$ West, 210 feet, more or less, along the center line of said sixteen foot right-of-way, to the end of the right-of-way, at a point located on line of land now or formerly of Shaw Mack; thence South 20° West, 310 feet to a point located at the corner of the premises herein described; thence North 70° West, 10 feet to a set iron pin at corner of other land of Walter R. Harvey and Sara Jane Harvey, of which the premises herein described were formerly a part; thence North $61^{\circ} 23'$ East 230 feet along said other land of Walter R. Harvey and Sara Jane Harvey, to a point, the place of beginning. **CONTAINING** 0.58 acres, more or less, and being Parcel 1, as set forth on the Survey Map prepared and sealed by E. James McNight, P.L.S. Registered Surveyor No. 13114.E, dated July 1, 1986, a copy which is attached hereto to be a part hereof for more particular reference thereto.

TOGETHER WITH the full, free liberty and right at all times hereinafter forever to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way, under, upon, over, along, by, across, beneath and through a sixteen foot wide parcel which is located between Parcel C and Parcel D on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which begins where the parcel intersects with the Rockton/DuBois road, being LR 17090, and then continues South $58^{\circ} 37'$ $30''$ West, between Parcel C and Parcel D, a distance of 176.39 feet, more or less, to Parcel 1 more particularly described above, being the parcel herein being conveyed. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, for the benefit of any and all premises; and it shall be for any and all purposes, including but not limited to utility lines, ingress, egress and regress, connected with the use and/or occupation of said premises, without limitation. All of the rights herein being granted extend not only to the Grantees, their heirs and assigns, but to the tenants and undertenants, occupiers and possessors of said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to the Grantors herein, their heirs and assigns, forever.

ALSO, TOGETHER WITH the full, free liberty and right at all times hereafter to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way in, under, upon, along, by, across, beneath and through a sixteen foot wide parcel which is located on the easterly side of Parcel 1 on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which runs the entire length of Parcel 1, North $27^{\circ} 54'$ West, 210 feet, more or less, to the line of land now or formerly of Shaw Mack. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, to the benefit of any or all of said premises; and it should be for any and all purposes including but not limited to utility lines, ingress, egress and regress, connected with the use, and/or occupation of said premises without limitation. All rights herein being granted will extend not only to the Grantees, their heirs and assigns, but to the tenants, and undertenants, occupiers, and possessors of the said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to Grantors herein, their heirs and assigns, forever.

BEING the same premises conveyed to Michael Tost and Helen Tost, by Deed dated August 24, 1992, from Walter R. Harvey and Sara Jane Harvey, to be recorded at the Clearfield County Recorder's Office prior to the recording of the within Mortgage document.

This conveyance is also **UNDER AND SUBJECT** to the provisions of that certain Agreement dated March 1, 1991, between Walter R. Harvey and Sara Jane Harvey and Michael Tost and Helen Tost, regarding maintaining the driveway leading to the property described above for the purpose of ingress and egress, said Agreement which is intended to be recorded at the Clearfield County Recorder's Office.

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11. 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.

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:

Michael R. Tost (SEAL)

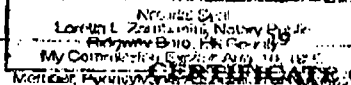
Witness

Helen A. Tost (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ELK) ss:

On this 28th day of August, 1992, before me, a Notary Public, came the above named Michael R. Tost and Helen A. Tost Mortgagor(s), and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.



Michael R. Tost
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Ryszard Kurenski of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagor is 237 Main St., Ridgway, Pennsylvania.

Witness my hand, this 28th day of August, 1992.

CLEARFIELD COUNTY
ENTERED OF RECORD 9-1-92
TIME 1:21 pm
BY Karen L. Starck
FEES 13.00
Karen L. Starck, Recorder

Ryszard Kurenski
Agent of Mortgagee

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



Karen L. Starck
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael R. Tost

Helen A. Tost

Name of Mortgagor(s)

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

Mortgagee

237 Main St.

Ridgway, Pa. 15853

Address

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

RECORDED on this 9 day of 1992

in the office for Recording of Deeds of this County, in Mortgage Book No. Page

RECORDER

Entered of Record 9-1-1992 1:21 pm Karen L. Starck, Recorder

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Mike Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869.

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 4153, Carol Stream, IL 60197-4153

Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 462
RETURN RECEIPT REQUESTED

TERRENCE J. McCABE

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.
SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Helen Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the

Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869.

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 4153, Carol Stream, IL 60197-4153

Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

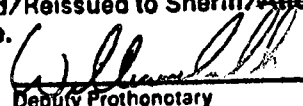
THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.


Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 463
RETURN RECEIPT REQUESTED

31 Jul 00 Document
~~Reinstated/Reissued to Sheriff/Attorney~~
for service.

Deputy Prothonotary


FILED
MAY 08 2000
M13:38:49
Atty. Mc Cabe, Weisberg & Conway, PC
pt. 80.00
3 CC Sheriff
William A. Shaw
Prothonotary

TERRENCE J. MCCABE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT

00-538-CD

VS

TOST, MICHAEL R.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 25, 2000 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HELEN A. TOST, DEFENDANT.

NOW JUNE 8, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HELEN A. TOST, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND, SERVICE TIME EXPIRED, PER POST OFFICE NOT KNOWN".

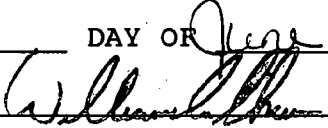
NOW MAY 27, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL R. TOST, DEFENDANT BY CERTIFIED MAIL # Z296 062 164 AT 290 FAMILY TES LW., DEMOREST, GA. 30535 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY THE DEFENDANT. LETTER WAS SENT "ADDRESSEE ONLY".

53.60 SHFF. HAWKINS PAID BY: ATTY.

29.64 SHFF. DEMKO PAID BY: ATTY.

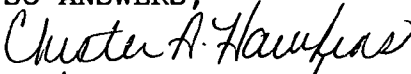
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

21st DAY OF June 2000


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,





CHESTER A. HAWKINS
SHERIFF

FILED

JUN 21 2000

3:20 pm

William A. Shaw

Prothonotary



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MICHAEL R. TOST
290 Family Tes Lw
Demorest, GA. 30535

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X  

☐ Agent☒ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number (Copy from service label)

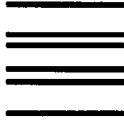
Z 296 062 164

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

UNITED STATES POSTAL SERVICE

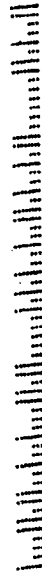


First-Class Mail,
Postage & Fees Paid
USPS,
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St.
Suite 116
Clearfield, Pa. 16830

C-9569



02

7-296 062 164

US Postal Service

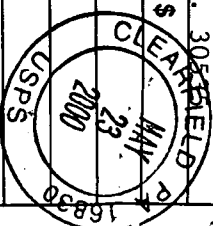
Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

PS Form 3800, April 1995

Sent to	
MICHAEL R. TOST	
Street & Number	
290 Family Tes Lw	
Post Office, State, & Zip Code	
Demorest, GA. 30535	
Postage	\$ 2.00
Certified Fee	23
Special Delivery Fee	2000
Restricted Delivery Fee	1683
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage is	639
Postmark or Date	



ADDRESSEE'S ONLY

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

PS Form 3800, April 1995 (Reverse)

C-9569

No. 00-538-CD

Now, June 8, 2000, I return the Notice and Civil Action Mortgage Fore-closure Complaint for HELEN A. TOST, Defendant, to Clearfield County, marked "not found, service time expired; per the postal department, not known".

Advance Costs Received: \$125.00
My Costs: \$ 27.64 Paid
Prothy: \$ 2.00
Total Costs: \$ 29.64
Refunded: \$ 95.36

Sworn and subscribed
to before me this 12
day of June 2000
Sherry Skman

**PROTHONOTARY
CLERK OF COURTS**
My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

So Answers,
Thomas A. Demko
Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company of PA
961 Weigel Drive, P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

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

v.

Michael R. Tost
RR3 Box 105A
DuBois, PA 15801
and
Helen A. Tost
RR3 Box 105A
DuBois, PA 15801

MAY 08 2000

Attest:

William L. Shaw
Prothonotary

Number 00-538-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

AVISO

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of PA	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Michael R. Tost	:	
RR3 Box 105A	:	
DuBois, PA 15801	:	
and	:	
Helen A. Tost	:	
RR3 Box 105A	:	Number
DuBois, PA 15801	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Michael R. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR3 Box 105A, DuBois, PA 15801.

3. The Defendant is Helen A. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is RR3 Box 105A, DuBois, PA 15801.

4. On August 28, 1992, 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 1481, Page 437.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR3 Box 105A, DuBois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due July, 1999 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	\$49,433.12
Interest 7/99 through 1/17/00 (Plus \$17.86 per diem thereafter)	\$ 6,515.68
Attorney's Fee	\$ 2,471.66
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$58,970.46

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

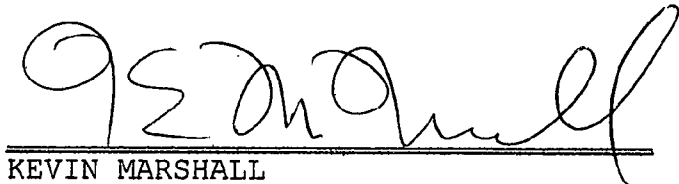
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,970.46, together with interest at the rate of \$17.86 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co. d/b/a Beneficial Mtge. Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


KEVIN MARSHALL

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

VOL 1481 PAGE 437

THIS MORTGAGE, entered into this 28th day of AUGUST, 1992, between
Michael R. Tost and Helen A. Tost
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 237 Main St., Ridgway, 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 \$ 48,800.00, 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
County of Sandy, County of Clearfield, Commonwealth of Pennsylvania, described as follows:
(See attached Schedule A for legal description of mortgaged premises)

Municipal Tax Lot , Block , Uniform Parcel Identifier
Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this
County in Deed Book No. , Page , as the Property described in that Deed.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,
passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining to the
Property.

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

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for these 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 this 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 of the death of one of the Mortgagors, Mortgagee, at its option, may declare the Unpaid Balance of the Account immediately due and payable.
8. 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.
9. 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) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining foreclosed, 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.
10. 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.

SCHEDULE "A" FORMING PART OF THE MORTGAGE FROM MICHAEL TOST AND HELEN TOST, HUSBAND AND WIFE, TO BENEFICIAL CONSUMER DISCOUNT COMPANY

ALL that certain lot, piece or parcel of land situate, lying and being in the TOWNSHIP OF SANDY, County of Clearfield, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set iron pin located in the center line of a sixteen foot right-of-way, at the corner of other land of Walter R. Harvey and Sara Jane Harvey, which the premises herein described were formerly a part; thence North 27° 54' West, 210 feet, more or less, along the center line of said sixteen foot right-of-way, to the end of the right-of-way, at a point located on line of land now or formerly of Shaw Mack; thence South 20° West, 310 feet to a point located at the corner of the premises herein described; thence North 70° West, 10 feet to a set iron pin at corner of other land of Walter R. Harvey and Sara Jane Harvey, of which the premises herein described were formerly a part; thence North 61° 23' East 230 feet along said other land of Walter R. Harvey and Sara Jane Harvey, to a point, the place of beginning. CONTAINING 0.58 acres, more or less, and being Parcel 1, as set forth on the Survey Map prepared and sealed by E. James McNight, P.L.S. Registered Surveyor No. 13114.E, dated July 1, 1986, a copy which is attached hereto to be a part hereof for more particular reference thereto.

TOGETHER WITH the full, free liberty and right at all times hereinafter forever to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way, under, upon, over, along, by, across, beneath and through a sixteen foot wide parcel which is located between Parcel C and Parcel D on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which begins where the parcel intersects with the Rockton/DuBois road, being LR 17090, and then continues South 58° 37' 30" West, between Parcel C and Parcel D, a distance of 176.39 feet, more or less, to Parcel 1 more particularly described above, being the parcel herein being conveyed. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, for the benefit of any and all premises; and it shall be for any and all purposes, including but not limited to utility lines, ingress, egress and regress, connected with the use and/or occupation of said premises, without limitation. All of the rights herein being granted extend not only to the Grantees, their heirs and assigns, but to the tenants and undertenants, occupiers and possessors of said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to the Grantors herein, their heirs and assigns, forever.

ALSO, TOGETHER WITH the full, free liberty and right at all times hereafter to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way in, under, upon, along, by, across, beneath and through a sixteen foot wide parcel which is located on the easterly side of Parcel 1 on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which runs the entire length of Parcel 1, North 27° 54' West, 210 feet, more or less, to the line of land now or formerly of Shaw Mack. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, to the benefit of any or all of said premises; and it should be for any and all purposes including but not limited to utility lines, ingress, egress and regress, connected with the use, and/or occupation of said premises without limitation. All rights herein being granted will extend not only to the Grantees, their heirs and assigns, but to the tenants, and undertenants, occupiers, and possessors of the said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to Grantors herein, their heirs and assigns, forever.

BEING the same premises conveyed to Michael Tost and Helen Tost, by Deed dated August 24, 1992, from Walter R. Harvey and Sara Jane Harvey, to be recorded at the Clearfield County Recorder's Office prior to the recording of the within Mortgage document.

This conveyance is also UNDER AND SUBJECT to the provisions of that certain Agreement dated March 1, 1991, between Walter R. Harvey and Sara Jane Harvey and Michael Tost and Helen Tost, regarding maintaining the driveway leading to the property described above for the purpose of ingress and egress, said Agreement which is intended to be recorded at the Clearfield County Recorder's Office.

11. 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, except 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.

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 benefit 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 seals affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

(SEAL)

[Signature]

(SEAL)

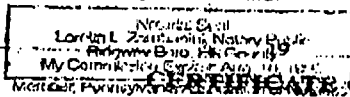
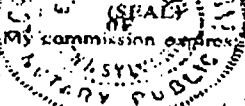
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ELK

On this 28th day of August, 1992, before me, a Notary Public, came the above named Mortgagor(s), and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

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



[Signature]
Notary Public for Pennsylvania

CERTIFICATE OF RESIDENCE

I, Ryszard Kucenaki of Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of Pennsylvania
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
237 Main St., Ridgway, Pennsylvania.

Witness my hand, this 28th day of August, 1992.

CLEARFIELD COUNTY
ENTERED OF RECORD 9-1-92

TIME 1:21 PM
BY Excelsior York
FEES 13.50

Karen L. Starck, Recorder

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



[Signature]
Karen L. Starck
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael R. Tost

Helen A. Tost

Name of Mortgagor(s)

- to -

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

237 Main St.

Ridgway, Pa. 15853

Address

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

RECORDED on this 9th day of September, 1992

in the office for Recording of Deeds of this County, in Mortgage Book No. _____ Page _____

RECORDER

Entered of Record 9-1-92 1:21 PM Karen L. Starck, Recorder

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Mike Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869.

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 4153, Carol Stream, IL 60197-4153

Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 462
RETURN RECEIPT REQUESTED

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Helen Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the

Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869.

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 4153, Carol Stream, IL 60197-4153

Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 463
RETURN RECEIPT REQUESTED

COPY
Attorney for Plaintiff

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company of PA
961 Weigel Drive, P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Michael R. Tost
RR3 Box 105A
DuBois, PA 15801
and
Helen A. Tost
RR3 Box 105A
DuBois, PA 15801

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

MAY 08 2000

ATTEST

Secretary

Number 00-538-CL

CIVIL ACTION/MORTGAGE FORECLOSURE

AVISO

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 OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW
TO FIND OUT WHERE YOU CAN GET HELP.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas 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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of PA	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Michael R. Tost	:	
RR3 Box 105A	:	
DuBois, PA 15801	:	
and	:	
Helen A. Tost	:	
RR3 Box 105A	:	Number
DuBois, PA 15801	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Michael R. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR3 Box 105A, DuBois, PA 15801.

3. The Defendant is Helen A. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is RR3 Box 105A, DuBois, PA 15801.

4. On August 28, 1992, 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 1481, Page 437.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR3 Box 105A, DuBois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due July, 1999 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	\$49,433.12
Interest 7/99 through 1/17/00 (Plus \$17.86 per diem thereafter)	\$ 6,515.68
Attorney's Fee	\$ 2,471.66
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$58,970.46

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

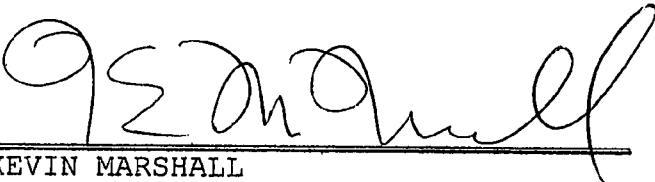
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,970.46, together with interest at the rate of \$17.86 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

Terrence J. McCabe
TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co. d/b/a Beneficial Mtge. Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


KEVIN MARSHALL

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

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THIS MORTGAGE, entered into this 28th day of August, 1992, between
Michael R. Tost and Helen A. Tost
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 237 Main St., Ridgway, Pennsylvania,

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 \$ 48,600.00, 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
County of Sandy, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

(See attached Schedule A for legal description of mortgaged premises)

Municipal Tax Lot , Block , Uniform Parcel Identifier
Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this
County in Deed Book No. 1481, Page 437, as the Property described in that Deed.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,
passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining to the
Property.

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

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the Unpaid Balance of the Account immediately due and payable.
8. 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.
9. 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) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining undecreeded, 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.
10. 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.

SCHEDULE "A" FORMING PART OF THE MORTGAGE FROM MICHAEL TOST AND HELEN TOST, HUSBAND AND WIFE, TO BENEFICIAL CONSUMER DISCOUNT COMPANY

ALL that certain lot, piece or parcel of land situate, lying and being in the TOWNSHIP OF SANDY, County of Clearfield, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set iron pin located in the center line of a sixteen foot right-of-way, at the corner of other land of Walter R. Harvey and Sara Jane Harvey, which the premises herein described were formerly a part; thence North 27° 54' West, 210 feet, more or less, along the center line of said sixteen foot right-of-way, to the end of the right-of-way, at a point located on line of land now or formerly of Shaw Mack; thence South 20° West, 310 feet to a point located at the corner of the premises herein described; thence North 70° West, 10 feet to a set iron pin at corner of other land of Walter R. Harvey and Sara Jane Harvey, of which the premises herein described were formerly a part; thence North 61° 23' East 230 feet along said other land of Walter R. Harvey and Sara Jane Harvey, to a point, the place of beginning. **CONTAINING** 0.58 acres, more or less, and being Parcel 1, as set forth on the Survey Map prepared and sealed by E. James McNight, P.L.S. Registered Surveyor No. 13114.E, dated July 1, 1986, a copy which is attached hereto to be a part hereof for more particular reference thereto.

TOGETHER WITH the full, free liberty and right at all times hereinafter forever to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way, under, upon, over, along, by, across, beneath and through a sixteen foot wide parcel which is located between Parcel C and Parcel D on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which begins where the parcel intersects with the Rockton/DuBois road, being LR 17090, and then continues South 58° 37' 30" West, between Parcel C and Parcel D, a distance of 176.39 feet, more or less, to Parcel 1 more particularly described above, being the parcel herein being conveyed. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, for the benefit of any and all premises; and it shall be for any and all purposes, including but not limited to utility lines, ingress, egress and regress, connected with the use and/or occupation of said premises, without limitation. All of the rights herein being granted extend not only to the Grantees, their heirs and assigns, but to the tenants and undertenants, occupiers and possessors of said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to the Grantors herein, their heirs and assigns, forever.

ALSO, TOGETHER WITH the full, free liberty and right at all times hereafter to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way in, under, upon, along, by, across, beneath and through a sixteen foot wide parcel which is located on the easterly side of Parcel 1 on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which runs the entire length of Parcel 1, North 27° 54' West, 210 feet, more or less, to the line of land now or formerly of Shaw Mack. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, to the benefit of any or all of said premises; and it should be for any and all purposes including but not limited to utility lines, ingress, egress and regress, connected with the use, and/or occupation of said premises without limitation. All rights herein being granted will extend not only to the Grantees, their heirs and assigns, but to the tenants, and undertenants, occupiers, and possessors of the said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to Grantors herein, their heirs and assigns, forever.

BEING the same premises conveyed to Michael Tost and Helen Tost, by Deed dated August 24, 1992, from Walter R. Harvey and Sara Jane Harvey, to be recorded at the Clearfield County Recorder's Office prior to the recording of the within Mortgage document.

This conveyance is also **UNDER AND SUBJECT** to the provisions of that certain Agreement dated March 1, 1991, between Walter R. Harvey and Sara Jane Harvey and Michael Tost and Helen Tost, regarding maintaining the driveway leading to the property described above for the purpose of ingress and egress. said Agreement which is intended to be recorded at the Clearfield County Recorder's Office.

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11. 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, except 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.

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:

[Signature]

Witness

[Signature]

(SEAL)

[Signature]

(SEAL)

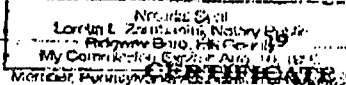
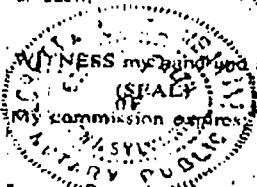
[Signature]

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ELK

On this 28th day of August, 1992, before me, a Notary Public, came the above named Michael R. Tost and Helen A. Tost, Mortgagor(s), and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.



[Signature]
Notary Public in Pennsylvania

CERTIFICATE OF RESIDENCE

I, Ryszard Kurenski of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagor is 237 Main St., Ridgway, Pennsylvania.

Witness my hand, this 28th day of August, 1992.

CLEARFIELD COUNTY
ENTERED OF RECORD 9-1-92
TIME 1:21 pm
BY Karen L. Starck
REES 13-52
Karen L. Starck, Recorder

[Signature]
Agent of Mortgage

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



[Signature]
Karen L. Starck
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael R. Tost

Helen A. Tost

Name of Mortgagor(s)

- D -

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

Mortgagee

237 Main St.

Ridgway, Pa. 15853

Address

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

RECORDED on this 9th day of September, 1992

in the office for Recording of Deeds of this County, in Mortgage Book No. _____ Page _____

RECORDER

Entered of Record 9-1-1992 1:21 pm Karen L. Starck, Recorder

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Mike Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-3397 (Persons with impaired hearing can call (717) 780-1869.

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 4153, Carol Stream, IL 60197-4153

Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 462
RETURN RECEIPT REQUESTED

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Helen Tost
RR 3 Box 105A
DuBois, PA 15801

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Other charges:_____

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Phone Number: 1-800-958-2540

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
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**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 463
RETURN RECEIPT REQUESTED

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA :
v. :
MICHAEL R. TOST :
and :
HELEN A. TOST : NUMBER 00-538-CD

AFFIDAVIT OF SERVICE

Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within action, being duly sworn according to law, deposes and says that on May 27, 2000, a true and correct copy of Complaint in Mortgage Foreclosure was served by United States first class mail, return receipt requested, upon the following:

Michael R. Tost
290 Family Tes Lw
Demorest, GA 30535

A true and correct copy of the green card, article number Z 296 062 164, is attached hereto, made a part hereof, and marked Exhibit "A."

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF July, 2000.

Tracy A. Riff
NOTARY PUBLIC



Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

JUL 10 2000
m 12:03 pm
William A. Shaw
Prothonotary

COPY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**MICHAEL R. TOST
290 Family Tes Lw
Demorest, GA. 30535**

**2. Article Number (Copy from service label)
Z 296 062 164**

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **B. Date of Delivery**

C. Signature

X

☐ Agent
☒ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

PS Form 3811, July 1999

Domestic Return Receipt

102505-00-04-1789

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

BENEFICIAL CONSUMER DISCOUNT

COMPANY, d/b/a BENEFICIAL

MORTGAGE COMPANY OF PA

v.

MICHAEL R. TOST

and

HELEN A. TOST

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NUMBER 00-538-CD

PETITION TO ALLOW SERVICE ON THE DEFENDANT
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Plaintiff attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Helen A. Tost, at Defendant's last-known address of RR 3 Box 105A, Dubois, PA 15801. However, the Sheriff advised that they had a new address in Jefferson County, and attempted service there, the Defendant, was not found, unknown at that address. A true and correct copy of the Sheriff's Affidavit of Service indicating the same is attached hereto, made a part hereof, and marked as Exhibit "A."

2. Plaintiff has made inquiry with creditors for an address for the Defendant, Helen A. Tost. The creditors have advised that the address of RR 3 Box 105A, Dubois, PA 15801, is a good address for the Defendant (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

JUL 10 2000 Plaintiff has checked the Local Telephone Directory for

mla:030m
William A. Shaw
Prothonotary

an address for Defendant; there is no listing for the Defendant, Helen A. Tost (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has searched for a forwarding address for Defendant, and the National Address Change Office has advised that they have no listing on file for the Defendant, Helen A. Tost (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

5. Plaintiff has made inquiry of the Pennsylvania Department of Transportation, Bureau of Driver Licensing, and their office has advised that the Defendant, Helen A. Tost's, license reflects that her address is RR 3 Box 105A, Dubois, PA 15801 (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

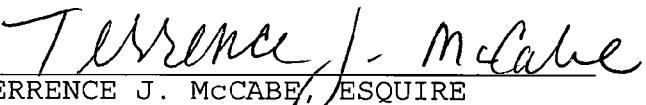
6. Plaintiff has made inquiry with the Social Security Administration, and as of June 30, 2000, they have no death records on file for the Defendant, Helen A. Tost (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendant's Voter Registration Record, and the Clearfield County Voter Registration Office has advised that the Defendant, Helen A. Tost, is not registered to vote (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendant, Helen A. Tost, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an

Order allowing the Plaintiff to serve the Complaint in Mortgage Foreclosure, and all other subsequent pleadings that require personal service, and the Notice of Sheriff's Sale upon the Defendant, Helen A. Tost, by regular mail; certified mail, return receipt requested; and by posting at Defendant's last-known address and the mortgaged premises known in this herein action as RR 3 Box 105A, Dubois, PA 15801..


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

MICHAEL R. TOST

and

HELEN A. TOST

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 00-538-CD

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.


TERRENCE J. McCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

v.

MICHAEL R. TOST

and

HELEN A. TOST

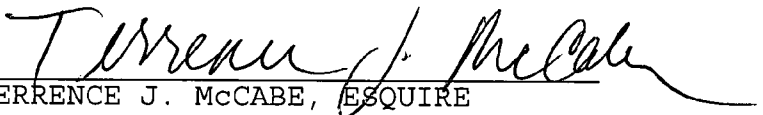
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 00-538-CD

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendants by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 7th day of July, 2000, upon the following:

Helen A. Tost
RR 3 Box 105A
Dubois, PA 15801


TERRENCE J. McCABE, ESQUIRE

VERIFICATION

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


TERRENCE J. McCABE, ESQUIRE

TERRENCE J. MCCABE

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT

00-538-CD

VS

TOST, MICHAEL R.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 25, 2000 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HELEN A. TOST, DEFENDANT.

NOW JUNE 8, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HELEN A. TOST, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND, SERVICE TIME EXPIRED, PER POST OFFICE NOT KNOWN".

NOW MAY 27, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL R. TOST, DEFENDANT BY CERTIFIED MAIL # Z296 062 164 AT 290 FAMILY TES LW., DEMOREST, GA. 30535 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY THE DEFENDANT. LETTER WAS SENT "ADDRESSEE ONLY".

53.60 SHFF. HAWKINS PAID BY: ATTY.
29.64 SHFF. DEMKO PAID BY: ATTY.
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

SO ANSWERS,

_____ DAY OF _____ 2000

CHESTER A. HAWKINS
SHERIFF

EXHIBIT "A"

SHERIFF'S RETURN
Jefferson County, Pennsylvania

COPY

No. 00-538-CD

Now, June 8, 2000, I return the Notice and Civil Action Mortgage Fore-
closure Complaint for HELEN A. TOST, Defendant, to Clearfield County, marked
"not found, service time expired; per the postal department, not known".

Advance Costs Received:	\$125.00
My Costs:	\$ 27.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 29.64
Refunded:	\$ 95.36

Sworn and subscribed

to before me this 12
day of June 2000

Sherry Skiman

**PROTHONOTARY
CLERK OF COURTS**
My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

So Answers,

Thomas A. Demko

Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

PLAYERS NATIONAL LOCATOR**AFFIDAVIT OF GOOD FAITH INVESTIGATION**Loan Number: **5-0816PA**Attorney Firm: **MCCABE, WEISBERG, & CONWAY, P.C.**

Case Number:

Subject **HELEN A TOST**A.K.A. **HELEN ANN TOST**Last Known Address: **RR 3 BOX 105A
DUBOIS, PA 15801**

Last Known Number: () -

Michael K Gross, being duly sworn according to law, deposes and says.

1. I am employed in the capacity of President for Players National Locator
2. On 07/03/2000, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER: **186-46-7425**
- B. EMPLOYMENT SEARCH:
Unable to locate a good employer for Helen Tost.
- C. INQUIRY OF CREDITORS
Creditors indicated that Helen is using an address of RR 3 Box 105A, Dubois, PA 15801 with no valid home number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH.
Directory assistance does not have a listing for Helen.

INQUIRY OF NEIGHBORS -**We were unable to contact a neighbor to verify a current address for Helen.****INQUIRY OF POST OFFICE -**

- A. NATIONAL ADDRESS UPDATE:
As of June 30, 2000 the National Change of Address (NCOA) does not have a listing.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE
The Pennsylvania Department of Drivers Licensing has Helen listed at the last known address.

OTHER INQUIRIES -

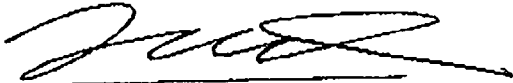
- A. DEATH RECORDS:
As of June 30, 2000 the Social Security Administration does not have a death record in the name Helen A Tost and/or a.k.a.'s under her social security number.
- B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None found.
- C. COUNTY VOTER REGISTRATION
The County Voters Registration Office does not have a listing.

EXHIBIT "B"

ADDITIONAL INFORMATION ON SUBJECT -

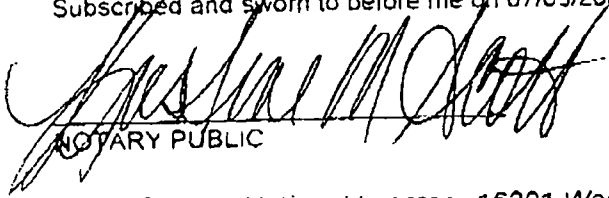
A DATE OF BIRTH

August 1958

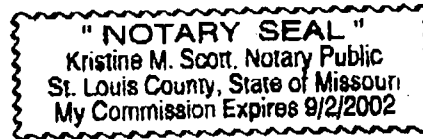


AFFIANT Michael K Gross

Subscribed and sworn to before me on 07/03/2000



NOTARY PUBLIC



Players National Locator 16201 Westwoods Business Park Drive St. Louis, MO 63021
Phone: (636) 230-9922 Fax: (636) 230-0558

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

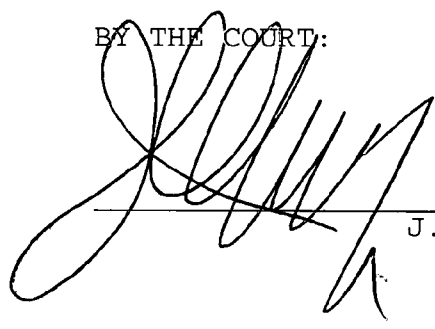
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST	:	
and	:	
HELEN A. TOST	:	NUMBER 00-538-CD

O R D E R

AND NOW, this 12th day of July, 2000,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service, and the Notice of Sheriff's Sale upon the
Defendant, Helen A. Tost, by regular mail; by certified mail,
return receipt requested; and by posting of the Complaint at
Defendants' last-known address and the mortgaged premises known
in this herein action as RR 3 Box 105A, Dubois, PA 15801.

BY THE COURT:


J.

FILED

JUL 12 2000

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY, f/k/a GREEN TREE
CONSUMER DISCOUNT COMPANY
v.

MICHAEL R. TOST
HELEN A. TOST

:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: NUMBER 00-538 CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in
the above-captioned matter.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

JUL 31 2000
m/3/03
William A. Shaw
Prothonotary

TERRENCE J. MCCABE

(7)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
BENEFICIAL CONSUMER DISCOUNT
VS
TOST, MICHAEL R.

00-538-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW AUGUST 7, 2000 AT 10:40 AM DST POSTED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF HELEN
A. TOST, DEFENDANT AT RR 3, BOX 105A, DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA.

18.88 SHFF. HAWKINS PAID BY: ATTY

SWORN TO BEFORE ME THIS

11th DAY OF August 2000
[Signature]

SO ANSWERS,

Chester A. Hawkins
Jay Marilyn Harris
CHESTER A. HAWKINS
SHERIFF

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

AUG 11 2000

0/3:00/10
William A. Shaw
Prothonotary

[Signature]
REL

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. MCCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

COPY

Beneficial Consumer Discount
Company d/b/a Beneficial Mortgage
Company of PA
961 Weigel Drive, P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Michael R. Tost
RR3 Box 105A
DuBois, PA 15801
and
Helen A. Tost
RR3 Box 105A
DuBois, PA 15801

7-31-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William L. Tost*
Deputy Prothonotary

Number 00-538-00

CIVIL ACTION/MORTGAGE FORECLOSURE

AVISO

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of PA	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Michael R. Tost	:	
RR3 Box 105A	:	
DuBois, PA 15801	:	
and	:	
Helen A. Tost	:	
RR3 Box 105A	:	Number
DuBois, PA 15801	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Michael R. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR3 Box 105A, DuBois, PA 15801.

3. The Defendant is Helen A. Tost, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is RR3 Box 105A, DuBois, PA 15801.

4. On August 28, 1992, 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 1481, Page 437.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR3 Box 105A, DuBois, PA 15801.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due July, 1999 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	\$49,433.12
Interest 7/99 through 1/17/00 (Plus \$17.86 per diem thereafter)	\$ 6,515.68
Attorney's Fee	\$ 2,471.66
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$58,970.46

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

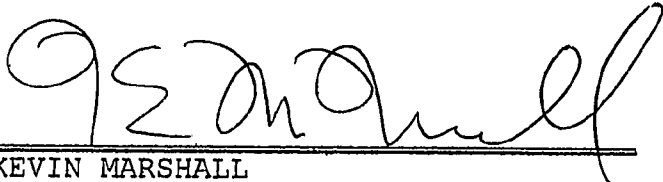
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$58,970.46, together with interest at the rate of \$17.86 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

Terrence J. McCabe
TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Co. d/b/a Beneficial Mtge. Co. of PA, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


KEVIN MARSHALL

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

VOL 1481 PAGE 437

THIS MORTGAGE, entered into this 28th day of August, 1992, between
Michael R. Tost and Helen A. Tost
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 237 Main St., Ridgway, 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 \$ 48,800.00, 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
County of Sandy, County of Clearfield, Commonwealth of Pennsylvania, described as follows:
(Township)

(See attached Schedule A for legal description of mortgaged premises)

Municipal Tax Lot , Block , Uniform Parcel Identifier
Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this
County in Deed Book No. 1421, Page 31, as the Property described in that Deed.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,
passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining to the
Property.

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

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the Unpaid Balance of the Account immediately due and payable.
8. 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.
9. 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) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining undecreeded, 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.
10. 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.

SCHEDULE "A" FORMING PART OF THE MORTGAGE FROM MICHAEL TOST AND HELEN TOST, HUSBAND AND WIFE, TO BENEFICIAL CONSUMER DISCOUNT COMPANY

ALL that certain lot, piece or parcel of land situate, lying and being in the TOWNSHIP OF SANDY, County of Clearfield, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set iron pin located in the center line of a sixteen foot right-of-way, at the corner of other land of Walter R. Harvey and Sara Jane Harvey, which the premises herein described were formerly a part; thence North 27° 54' West, 210 feet, more or less, along the center line of said sixteen foot right-of-way, to the end of the right-of-way, at a point located on line of land now or formerly of Shaw Mack; thence South 20° West, 310 feet to a point located at the corner of the premises herein described; thence North 70° West, 10 feet to a set iron pin at corner of other land of Walter R. Harvey and Sara Jane Harvey, of which the premises herein described were formerly a part; thence North 61° 23' East 230 feet along said other land of Walter R. Harvey and Sara Jane Harvey, to a point, the place of beginning. CONTAINING 0.58 acres, more or less, and being Parcel 1, as set forth on the Survey Map prepared and sealed by E. James McNight, P.L.S. Registered Surveyor No. 13114.E, dated July 1, 1986, a copy which is attached hereto to be a part hereof for more particular reference thereto.

TOGETHER WITH the full, free liberty and right at all times hereinafter forever to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way, under, upon, over, along, by, across, beneath and through a sixteen foot wide parcel which is located between Parcel C and Parcel D on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which begins where the parcel intersects with the Rockton/DuBois road, being LR 17090, and then continues South 58° 37' 30" West, between Parcel C and Parcel D, a distance of 176.39 feet, more or less, to Parcel 1 more particularly described above, being the parcel herein being conveyed. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, for the benefit of any and all premises; and it shall be for any and all purposes, including but not limited to utility lines, ingress, egress and regress, connected with the use and/or occupation of said premises, without limitation. All of the rights herein being granted extend not only to the Grantees, their heirs and assigns, but to the tenants and undertenants, occupiers and possessors of said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to the Grantors herein, their heirs and assigns, forever.

ALSO, TOGETHER WITH the full, free liberty and right at all times hereafter to the Grantees herein, their heirs and assigns, to a permanent and perpetual easement and right-of-way in, under, upon, along, by, across, beneath and through a sixteen foot wide parcel which is located on the easterly side of Parcel 1 on the Survey Map of E. James McNight attached hereto to form a part hereof for more particular reference thereto, said sixteen foot wide parcel which runs the entire length of Parcel 1, North 27° 54' West, 210 feet, more or less, to the line of land now or formerly of Shaw Mack. This easement and right-of-way is granted and conveyed to the Grantees, their heirs and assigns, as an easement appurtenant to any premises conveyed or to be conveyed to the said Grantees, their heirs and assigns, to the benefit of any or all of said premises; and it should be for any and all purposes including but not limited to utility lines, ingress, egress and regress, connected with the use, and/or occupation of said premises without limitation. All rights herein being granted will extend not only to the Grantees, their heirs and assigns, but to the tenants, and undertenants, occupiers, and possessors of the said premises as well, and shall be mutual and in common with all other users of said easement and right-of-way, including but not limited to Grantors herein, their heirs and assigns, forever.

BEING the same premises conveyed to Michael Tost and Helen Tost, by Deed dated August 24, 1992, from Walter R. Harvey and Sara Jane Harvey, to be recorded at the Clearfield County Recorder's Office prior to the recording of the within Mortgage document.

This conveyance is also UNDER AND SUBJECT to the provisions of that certain Agreement dated March 1, 1991, between Walter R. Harvey and Sara Jane Harvey and Michael Tost and Helen Tost, regarding maintaining the driveway leading to the property described above for the purpose of ingress and egress, said Agreement which is intended to be recorded at the Clearfield County Recorder's Office.

11. 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.

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:

Michael R. Tost

Witness

Michael R. Tost

(SEAL)

Helen A. Tost

(SEAL)

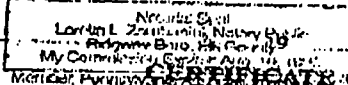
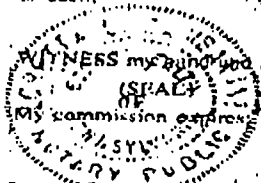
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ELK

SS:

On this 28th day of August, 1992, before me, a Notary Public, came the above named Michael R. Tost and Helen A. Tost, Mortgagors, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.



Michael R. Tost
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Michael R. Tost, of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagor is 237 Main St., Ridgway, Pennsylvania.

Witness my hand, this 28th day of August, 1992.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:21 PM
BY Karen L. Starck
FEES \$13.00
Karen L. Starck, Recorder

Michael R. Tost
Agent of Mortgagee

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



Karen L. Starck
Recorder of Deeds

RECORDED

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael R. Tost

Helen A. Tost

Name of Mortgagor(s)

- 10 -

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

Mortgagee

237 Main St

Ridgway, Pa. 15853

Address

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

RECORDED on this _____ day of _____, 19____

in the office for Recording of Deeds of this County, in Mortgage Book No. _____

Page _____

Entered of Record 9-1-1992 1:21 PM Karen L. Starck, Recorder

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Mike Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 786-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 3 Box 105A, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$645.24 for the month of July, 1999 and \$658.09 for the months of August, 1999 through September, 1999

Other charges:_____

TOTAL AMOUNT PAST DUE: \$1,961.42

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,961.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540
Fax Number: 630-617-7529
Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 462
RETURN RECEIPT REQUESTED

TERRENCE J. McCABE

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

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(609) 858-7080
FAX (609) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

October 5, 1999

Helen Tost
RR 3 Box 105A
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869.

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HOMEOWNER'S NAME(S): Mike and Helen Tost
PROPERTY ADDRESS: RR 3 Box 105A, DuBois, PA 15801
LOAN ACCOUNT NUMBER: 711724-26-1131648
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of Pennsylvania
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a
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Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company
of Pennsylvania
P.O. Box 4153
Carol Stream, IL 60197-4153

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OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540
Fax Number: 630-617-7529
Contact Person: Margaret Smith

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You _____ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY,
PLEASE SEE THE ATTACHED LIST.**

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

Very truly yours,

TERRENCE J. McCABE

TJM/ml

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 404 275 463
RETURN RECEIPT REQUESTED

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST	:	
and	:	
HELEN A. TOST	:	NUMBER 00-538-CD

AFFIDAVIT OF SERVICE

FILED

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF CLEARFIELD :

AUG 21 2000
m/2:15/has
William A. Shaw
Prothonotary

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on August 2, 2000, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Helen A. Tost, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to her last-known address of RR3, Box 105A, DuBois, PA 15801. True and correct copies of the letter, certificate of mailing and certified receipt are attached hereto, made a part hereof, and marked as Exhibit "A."
3. That on August 7, 2000, in accordance with the attached

Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Helen A. Tost, by posting the same at the mortgage premises of RR 3, Box 105A, Dubois, PA 15801. A true and correct copy of the Affidavit of Service indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 15th DAY

OF August, 2000.

Tracy A. Riff
NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST	:	
and	:	
HELEN A. TOST	:	NUMBER 00-538-CD

O R D E R

AND NOW, this 12th day of July, 2000,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service, and the Notice of Sheriff's Sale upon the
Defendant, Helen A. Tost, by regular mail; by certified mail,
return receipt requested; and by posting of the Complaint at
Defendants' last-known address and the mortgaged premises known
in this herein action as RR 3 Box 105A, Dubois, PA 15801.

BY THE COURT:

/s/JOHN K. REILLY, JR.

J.

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

JUL 12 2000

Attest:


Prothonotary

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

TERRENCE J. McCABE

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

August 2, 2000

Helen A. Tost
RR3, Box 105A
DuBois, PA 15801

Re: Beneficial Consumer Discount Company et.al. v. Michael R. and
Helen A. Tost
Clearfield County; C.C.P.; Number 00-538 CD

Dear Ms. Tost:

Enclosed please find a true and correct copy of Complaint in
Mortgage Foreclosure, the original of which has been filed against
you in regard to the above-captioned matter.

Very truly yours,

TERRENCE J. McCABE

TJM/lw
Enclosures

**SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 345 683 881
RETURN RECEIPT REQUESTED**

EXHIBIT "A"

PS Form 3800, April 1995

Postmark or Date	
TOTAL Postage & Fees	\$
Date & Addressee's Address	
Return Receipt Showing to Whom	
Whom & Date Delivered	
Restricted Delivery Fee	
Special Delivery Fee	
Certified Fee	
Postage	\$
Post Office, State, & ZIP Code	DuBois, PA 15801
Street & Number	RR3, Box 105A
Sent to	Helen A. Tost

Do not use for International Mail (See reverse)

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.

2 345 683 881

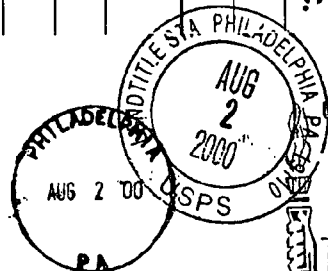
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
 PROVIDE FOR INSURANCE - POSTMASTER

Received From:

MCCABE, WEISBERG AND CONWAY, P.C.
FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109

One piece of ordinary mail addressed to:

Helen A. Tost
RR3, Box 105A
DuBois, PA 15801



U.S. POSTAGE
 0.60
METER
 3100904

PS Form 3817, Mar. 1989

TERRENCE J. MCCABE

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT

00-538-CD

VS

TOST, MICHAEL R.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 7, 2000 AT 10:40 AM DST POSTED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF HELEN
A. TOST, DEFENDANT AT RR 3, BOX 105A, DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA.

18.88 SHFF. HAWKINS PAID BY: ATTY

SWORN TO BEFORE ME THIS

SO ANSWERS,

_____ DAY OF _____ 2000

CHESTER A. HAWKINS
SHERIFF

EXHIBIT "B"

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS
COMPANY OF PA :
v. :
: NUMBER 00-538-CD
: MICHAEL R. TOST and :
65 (4) HELEN A. TOST :
:

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$58,970.46
Interest from 1/18/00-1/16/01	<u>\$ 6,536.76</u>
TOTAL	\$65,507.22

FILED

JAN 22 2001

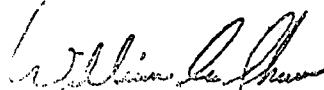
William A. Shaw
Prothonotary

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 22nd day of January, 2001,
Judgment is entered in favor of Plaintiff, Beneficial Consumer
Discount Company, d/b/a/ Beneficial Mortgage Company of PA, and

against Defendants, Michael R. Tost and Helen A. Tost and damages are assessed in the amount of \$65,507.22, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendants are 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, Michael R. Tost, is over eighteen (18) years of age and resides at 209 Family Tes Lw, Demorest, GA 30535; and that Defendant, Helen A. Tost, is over eighteen (18) years of age and her last known address is RR3 Box 105A, DuBois, PA 15801.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 16th DAY
OF Jan., 2001.

Gloria D. Mitchell
Notary Public

NOTARIAL SEAL
GLORIA D. MITCHELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 2, 2003

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

CERTIFICATION

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail letters notifying the Defendants that judgment would be entered against them within ten (10) days from the date of said letters in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. Copies of said letters are attached hereto and marked as Exhibit "A".

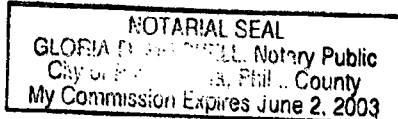
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY

OF Jan. , 2001.

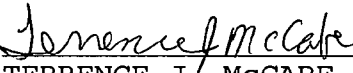
Gloria D. Mitchell
NOTARY PUBLIC

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



VERIFICATION

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


TERRENCE J. McCABE, ESQUIRE

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830**

**William A. Shaw
Prothonotary**

November 14, 2000

To: Michael R. Tost
290 Family Tes Lw
Demorest, GA 30535

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

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. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

If you have any questions concerning this notice, please call:

**Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010**

TJM/lw

Exhibit "A"

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw
Prothonotary

August 29, 2000

To: Helen A. Tost
RR3 Box 105A
Dubois, PA 15801

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of PA	:	
V.	:	
Michael R. Tost and	:	NUMBER
Helen A. Tost	:	NUMBER 00-538-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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

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 prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

If you have any questions concerning this notice, please call:

Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010

TJM/bc

FILED

JAN 22 2001

m 1/35/01

William A. Shaw
Prothonotary

\$20.00

McGabe

Not. to Day.

Statement to atty

gms

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Michael R. Tost
290 Family Tes Lw
Demorest, GA 30535

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

NOTICE

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

William A. Shaw
Prothonotary

<u> X </u>	Judgment by Default
<u> </u>	Money Judgment
<u> </u>	Judgment in Replevin
<u> </u>	Judgment for Possession

If you have any questions concerning this Judgment, please call
Terrence J. McCabe, Esquire at (215) 790-1010.

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

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

COPY

No.: 2000-00538-CD

Real Debt: \$65,507.22

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael R. Tost
Helen A. Tost
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 22, 2001

Expires: January 22, 2006

Certified from the record this 22nd day of January, 2001



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

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. MCCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

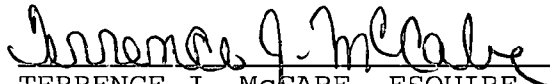
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
	:	
	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff
in the within matter, hereby certify that on the 13TH DAY OF February,
2001, 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 certificate of mailing are also
attached hereto, made a part hereof and marked as Exhibit "B."


TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13TH DAY
OF February, 2001.


NOTARY PUBLIC

NOTARIAL SEAL
TRACY A. RIFF, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Oct. 23, 2004

FILED

FEB 27 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS
COMPANY OF PA :
v. :
MICHAEL R. TOST and : NUMBER 00-538-CD
HELEN A. TOST :

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RR3 Box 105A, DuBois, PA 15801,
a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):
Name Address

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535
Helen Tost RR3 Box 105A, DuBois, PA 15801

2. Name and address of Defendant(s) in the judgment:

Name Address

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535
Helen Tost RR3 Box 105A, DuBois, PA 15801

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

Murray's Ford of RD1, Box 12
Blinker Parkway Du Bois, PA 15801

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535

Plaintiff herein.

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

Name

Address

Plaintiff herein.

EXHIBIT "A"

5., Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

None.

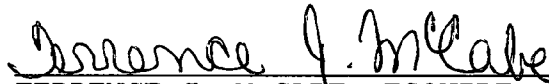
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenant(s)	RR3 Box 105A DuBois, PA 15801
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830

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.

February 13, 2001

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

73 JT "A"

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

DATE: February 13, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Michael R. Tost and Helen A. Tost

PROPERTY: RR3 Box 105A, DuBois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on April 6, 2001 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 an interest 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 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT "B"

FIRST UNION BUILDING

123 SOUTH BROAD STREET

SUITE 2080

PHILADELPHIA, PA 19109

Name and Address of Sender

Check type of mail:

- ☐ Express
☐ Registered
☐ Insured
☐ COD
- ☐ Return Receipt (RR) for Merchandise
☐ Certified
☐ Int'l Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, check below:

- ☐ Insured
☐ Not Insured

Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1		MURRAY'S FORD OF BLUNKER PARKWAY, RD 1, BOX 12 DU BOIS, PA 15801													
2	BENE														
3	-VS-	Michael TOST, 204 Family Tree Ln, DEMOREST, GA 30535													
4															
5	TOST,	TENANTS, R123 BOX 105A DU BOIS, PA 15801													
6	Michael														
7	Helen	Domestic Relations, Clearfield County, 230 E. MARKET SUITE 300, Clearfield PA 16830													
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		<p>The full declaration of value is required on all domestic and international registered mail for the reconstruction of nonnegotiable documents under Express Mail document receipt subject to a limit of \$500,000 per occurrence. The maximum indemnity pay insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, see Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p>									

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF SANDY, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A SET IRON PIN LOCATED IN THE CENTER LINE OF A SIXTEEN FOOT RIGHT-OF-WAY AT THE CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 27 DEGREES 54 MINUTES WEST, 210 FEET, MORE OR LESS, ALONG THE CENTER LINE OF SAID SIXTEEN FOOT RIGHT-OF-WAY, TO THE END OF THE RIGHT-OF-WAY, AT A POINT LOCATED ON LINE OF LAND NOW OR FORMERLY OF SHAW MACK; THENCE SOUTH 20 DEGREES WEST, 310 FEET TO A POINT LOCATED AT THE CORNER OF THE PREMISES HEREIN DESCRIBED; THENCE NORTH 70 DEGREES WEST, 10 FEET TO A SET IRON PIN AT CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, OF WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 61 DEGREES 23 MINUTES EAST 230 FEET ALONG SAID OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, TO A POINT, THE PLACE OF BEGINNING.

Being known as RR3 Box 105A, DuBois, PA

Tax I.D. No. 128-C04-000-00192

FILED

JAN 22 2001
M121812th McCabe
William A. Shaw
Prothonotary

PD \$20.00

LeWitts Shaw &
Esq

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Beneficial Consumer Discount Company,
d/b/a Beneficial Mortgage Company of PA,

COPY

Vs.

NO.: 2000-00538-CD

Michael R. Tost ,
Helen A. Tost ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE COMPANY OF PA, , Plaintiff(s) from MICHAEL R. TOST , HELEN A. TOST , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: real property located at RR 3, Box 105 A, DuBois, Pennsylvania. See attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$58,970.46
INTEREST from 1/18/00 - 1/16/01 -\$6,536.76
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/22/2001

PAID \$242.12
SHERIFF \$
OTHER COSTS \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Terrence McCabe, Esquire

Sheriff

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF SANDY, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A SET IRON PIN LOCATED IN THE CENTER LINE OF A SIXTEEN FOOT RIGHT-OF-WAY AT THE CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 27 DEGREES 54 MINUTES WEST, 210 FEET, MORE OR LESS, ALONG THE CENTER LINE OF SAID SIXTEEN FOOT RIGHT-OF-WAY, TO THE END OF THE RIGHT-OF-WAY, AT A POINT LOCATED ON LINE OF LAND NOW OR FORMERLY OF SHAW MACK; THENCE SOUTH 20 DEGREES WEST, 310 FEET TO A POINT LOCATED AT THE CORNER OF THE PREMISES HEREIN DESCRIBED; THENCE NORTH 70 DEGREES WEST, 10 FEET TO A SET IRON PIN AT CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, OF WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 61 DEGREES 23 MINUTES EAST 230 FEET ALONG SAID OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, TO A POINT, THE PLACE OF BEGINNING.

Being known as RR3 Box 105A, DuBois, PA

Tax I.D. No. 128-C04-000-00192

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RR3 Box 105A, DuBois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address
Michael R. Tost	209 Family Tes Lw Demorest, GA 30535
Helen Tost	RR3 Box 105A DuBois, PA 15801

2. Name and address of Defendant(s) in the judgment:

Name	Address
Michael R. Tost	209 Family Tes Lw Demorest, GA 30535
Helen Tost	RR3 Box 105A DuBois, PA 15801

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
Murray's Ford of Blinker Parkway	RD1, Box 12 Du Bois, PA 15801
Michael R. Tost	209 Family Tes Lw Demorest, GA 30535

Plaintiff herein.

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 interest in or record lien on the property and whose interest may be affected by the sale:

Name	Address
None.	

6. 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
Tenant(s)	RR3 Box 105A DuBois, PA 15801
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830

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.

DATE

1-16-01

Terrence J. McCabe

TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF SANDY, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A SET IRON PIN LOCATED IN THE CENTER LINE OF A SIXTEEN FOOT RIGHT-OF-WAY AT THE CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 27 DEGREES 54 MINUTES WEST, 210 FEET, MORE OR LESS, ALONG THE CENTER LINE OF SAID SIXTEEN FOOT RIGHT-OF-WAY, TO THE END OF THE RIGHT-OF-WAY, AT A POINT LOCATED ON LINE OF LAND NOW OR FORMERLY OF SHAW MACK; THENCE SOUTH 20 DEGREES WEST, 310 FEET TO A POINT LOCATED AT THE CORNER OF THE PREMISES HEREIN DESCRIBED; THENCE NORTH 70 DEGREES WEST, 10 FEET TO A SET IRON PIN AT CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, OF WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 61 DEGREES 23 MINUTES EAST 230 FEET ALONG SAID OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, TO A POINT, THE PLACE OF BEGINNING.

Being known as RR3 Box 105A, DuBois, PA

Tax I.D. No. 128-C04-000-00192

Exhibit "A"

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

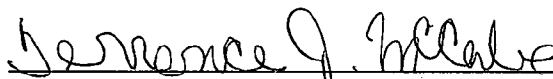
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS
COMPANY OF PA :
v. :
MICHAEL R. TOST and : NUMBER 00-538-CD
HELEN A. TOST :

AFFIDAVIT OF SERVICE

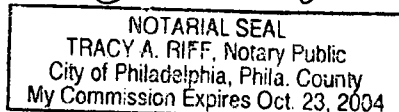
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 28TH DAY OF February, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 28TH DAY
OF February, 2001.


NOTARY PUBLIC



FILED

MAR 05 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS
COMPANY OF PA :
v. :
MICHAEL R. TOST and : NUMBER 00-538-CD
HELEN A. TOST :

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RR3 Box 105A, DuBois, PA 15801, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):
Name Address

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535
Helen Tost RR3 Box 105A, DuBois, PA 15801

2. Name and address of Defendant(s) in the judgment:

Name Address

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535
Helen Tost RR3 Box 105A, DuBois, PA 15801

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

Murray's Ford of RD1, Box 12
Blinker Parkway Du Bois, PA 15801

Michael R. Tost 209 Family Tes Lw, Demorest, GA 30535

Plaintiff herein.

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

Name Address

Plaintiff herein.

Beneficial CDC 2374 Main Street, Ridgway, Pa 15853

Beneficial CDC 961 Weigel Drive, P.O. Box 8604
Elmhurst, IL 60126
Attn: Mr. Adam Dubauskas

EXHIBIT "A"

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

None.

6. 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
Tenant(s)	RR3 Box 105A DuBois, PA 15801
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830

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.

February 28, 2001

DATE

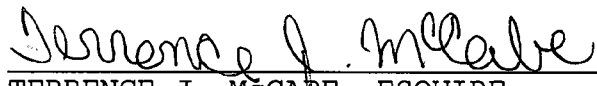

TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT "A"

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

DATE: February 13, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Michael R. Tost and Helen A. Tost

PROPERTY: RR3 Box 105A, DuBois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on April 6, 2001 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 an interest 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 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT "B"

Praeipie for Writ of Execution - ~~XXXXXXXXXXXX~~
Mortgage Foreclosure

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

vs.
MICHAEL R. TOST and
HELEN A. TOST

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

NO. 00-538-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

FILED

JAN 22 2001

William A. Shaw
Prothonotary

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property Michael R. Tost and Helen A. Tost
_____ of defendant(s) and

(3). against the following property in the hands of (name) N/A garnishee;

(4). and index this writ

(a) against Michael R. Tost and Helen A. Tost
_____ defendant(s) and

(b) against N/A ~~xxx garnisher,~~

~~xxxxxxx~~ against real property of the defendant(s) ~~xxxxxxx~~ as follows:

RR3 Box 105A, DuBois, PA 15801

(See attached description).

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due \$ 65,507.22

Interest from 1/17/01 \$ _____

Costs (to be added) \$ 242.12

Terrence J. McCabe
Attorney for Plaintiff(s)
TERRENCE J. McCABE, ESQUIRE
123 S. Broad St., Suite 2080
Phila., PA 19109
(215) 790-1010

RECEIVED WRT THIS _____ DAY
of _____ A.D. 19

of _____ A.D., 19____
at _____ M.

Sheri

MICHAEL R. TOST and
HELEN A. TOST

HELEN A. TOST

(KXOZKXJUDGTHS)

Interest from - - -

Prothonotary - - -

Use Attorney - - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

Sherrice J McCalis
Attorney for Plaintiff(s)

MICLARE, WEISBERG AND CONWAY, P.C.
 FIRST UNION BUILDING
 123 SOUTH BROAD STREET
 SUITE 2080
 PHILADELPHIA, PA 19109

Check type of mail:
☐ Express
☐ Registered
☐ Insured
☐ COD
☐ Return Receipt (RR) for Merchandise
☐ Certified
☐ Int'l Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, check below:
☐ Insured
☐ Not Insured
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	Pen e	General at Consumer Discount Company, 937 Main Street													
2	U														
3	105+	General at Consumer Discount Company, 937 Main Street													
4	M. Ke														
5															
6	Helen														
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Places Listed by Sender		Total Number of Places Received at Post Office	Postmaster, Per (Name of receiving employee)												

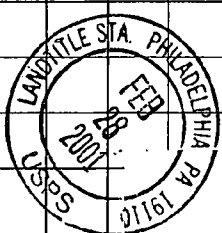


EXHIBIT "B"

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number I6496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST and	:	NUMBER 00-538-CD
HELEN A. TOST	:	

FILED

APR 02 2001

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD


Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on January 24, 2001, and on February 13, 2001, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant(s), Helen A. Tost, by regular mail, certified mail, return receipt requested, addressed to RR3 Box 105A, DuBois, PA 15801. True and correct copies of the letter(s), certified return receipt(s), signed green card and

certificate(s) of mailing, are attached hereto, made a part hereof, and marked as Exhibit "A."

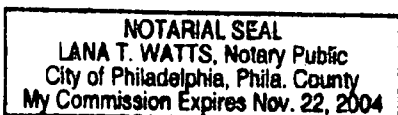
3. That on February 05, 2001, in accordance with the attached Court Order, per Plaintiff's Conversation with Peggy, of the Clearfield County Sheriff's Office, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant(s), Helen A. Tost, by posting the same at the mortgaged premises known as RR 3 Box 105A, Dubois, PA 15801.

4. That on February 13, 2001, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant(s), Michael R. Tost, by regular mail, certified mail, return receipt requested, addressed to 290 Family Ties Lane, Demorest, GA 30535. True and correct copies of the certified return receipt(s) and signed green card, are attached hereto, made a part hereof, and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 30th DAY
OF March


NOTARY PUBLIC

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

TERRENCE J. McCABE

SUITE 2080
FIRST UNION BUILDING
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
(215) 790-1010
FAX (215) 790-1274

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

SUITE 1503
52 VANDERBILT AVENUE
NEW YORK, NY 10017
(212) 697-0011
FAX (212) 953-0986

January 24, 2001

Helen A. Tost
RR3, Box 105A
DuBois, PA 15801

Re: Beneficial Consumer Discount Company et.al. v.
Michael R. and Helen A. Tost
Clearfield County; C.C.P.; Number 00-538 CD

Dear Ms. Tost:

Enclosed please find a true and correct copy of a Notice of
Sheriff's Sale of Real Property regarding the above-captioned
matter.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

EXHIBIT "A"

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Lina

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Helen A. Tost
Street, Apt. No.; or PO Box No.
RR3 Box 105A
City, State, ZIP+4
DuBois, PA 15801

PS Form 3800, February 2000

See Reverse for Instructions

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE - POSTMASTER

Received From *Lina*
McCABE, WEISBERG AND CONWAY, P.C.
FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109

One piece of ordinary mail addressed to:

Helen A. Tost

RR3, Box 105A

DuBois, PA 15801

PS Form 3817, Mar. 1989

7000 0600 0023 2701 1519

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)

Article Sent For

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$29.5

CLEARFIELD PA 16830
 POST OFFICE
 2001

Name (Please Print Clearly) (to be completed by mailer)
HELEN TOST
 Street, Apt. No., or PO Box No.
RR #3 Box 105A
 City, State, ZIP+4
DuBois, PA 15801

EXHIBIT "A"

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return this card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Received by (Please Print Clearly) Helen Tost B. Date of Delivery 2-13-01</p> <p>C. Signature X Helen Tost <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>HELEN TOST RR #3 Box 105A DuBois, PA 15801</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Copy from service label) 7000 0600 0023 2701 1519</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, July 1999 Domestic Return Receipt 102595-00-44-0852</p>	

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$3.95

CLEARFIELD PA 16830
FEB 8 2001
Postmark
USPS

Name (Please Print Clearly) (to be completed by mailer)
MICHAEL R. TOST
Street, Apt. No., or PO Box No.
209 Family Ties Lw
City, State, ZIP+4
Demorest, GA 30535

EXHIBIT "B"

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Received by (Please Print Clearly) Michael R. Tost B. Date of Delivery 2-13-01</p> <p>C. Signature [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: 290 Family Ties Lane Demorest, GA 30535</p>
<p>1. Article Addressed to:</p> <p>MICHAEL R. TOST 209 Family Ties Lw Demorest, GA 30535</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Copy from service label)</p> <p>7000 0600 0023 2701 1502</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, July 1999 Domestic Return Receipt EX-10626 102595-00-4-0952</p>	

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL
MORTGAGE COMPANY OF PA
v.
MICHAEL R. TOST
and
HELEN A. TOST

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
:
:
:
:
:
:
:
NUMBER 00-538-CD

O R D E R

AND NOW, this 12th day of July, 2000,
the Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require
personal service, and the Notice of Sheriff's Sale upon the
Defendant, Helen A. Tost, by regular mail; by certified mail,
return receipt requested; and by posting of the Complaint at
Defendants' last-known address and the mortgaged premises known
in this herein action as RR 3 Box 105A, Dubois, PA 15801.

BY THE COURT:

/s/JOHN K. REILLY, JR.

J.

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

JUL 12 2000

Attest:

William L. Shuman
Prothonotary

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Beneficial Consumer Discount Company,
d/b/a Beneficial Mortgage Company of PA,

Vs.

NO.: 2000-00538-CD

Michael R. Tost ,
Helen A. Tost ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE COMPANY OF PA, , Plaintiff(s) from MICHAEL R. TOST , HELEN A. TOST , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: real property located at RR 3, Box 105 A, DuBois, Pennsylvania. See attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

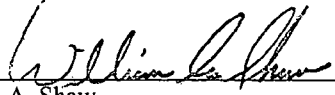
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$58,970.46
INTEREST from 1/18/00 - 1/16/01 -\$6,536.76
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/22/2001

PAID \$242.12
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 22nd day
of January A.D. 2001
At 3:02 A.M./P.M.



Sheriff

by Margaret W. Putt

Requesting Party: Terrence McCabe, Esquire

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF SANDY, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A SET IRON PIN LOCATED IN THE CENTER LINE OF A SIXTEEN FOOT RIGHT-OF-WAY AT THE CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 27 DEGREES 54 MINUTES WEST, 210 FEET, MORE OR LESS, ALONG THE CENTER LINE OF SAID SIXTEEN FOOT RIGHT-OF-WAY, TO THE END OF THE RIGHT-OF-WAY, AT A POINT LOCATED ON LINE OF LAND NOW OR FORMERLY OF SHAW MACK; THENCE SOUTH 20 DEGREES WEST, 310 FEET TO A POINT LOCATED AT THE CORNER OF THE PREMISES HEREIN DESCRIBED; THENCE NORTH 70 DEGREES WEST, 10 FEET TO A SET IRON PIN AT CORNER OF OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, OF WHICH THE PREMISES HEREIN DESCRIBED WERE FORMERLY A PART, THENCE NORTH 61 DEGREES 23 MINUTES EAST 230 FEET ALONG SAID OTHER LAND OF WALTER R. HARVEY AND SARA JANE HARVEY, TO A POINT, THE PLACE OF BEGINNING.

Being known as RR3 Box 105A, DuBois, PA

Tax I.D. No. 128-C04-000-00192

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10626

BENEFICIAL CONSUMER DISCOUNT CO D/B/A

00-538-CD

VS.

TOST, MICHAEL R. AND HELEN A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 5, 2001, AT 10:24 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00 AM.

NOW, FEBRUARY 8, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO HELEN TOST, DEFENDANT, AT RR #3, BOX 105A, DUBOIS, PA, 15801, BY REGULAR AND CERTIFIED MAIL.

NOW, FEBRUARY 8, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO MICHAEL R. TOST, DEFENDANT, AT 209 FAMILY TES LW, DEMOREST, GEORGIA, 30535, BY REGULAR AND CERTIFIED MAIL

NOW, FEBRUARY 13, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON HELEN TOST, DEFENDANT, AT RR #3, BOX 105A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY CERTIFIED MAIL #7000 0600 0023 2701 1519.

NOW, FEBRUARY 13, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MICHAEL R. TOST, DEFENDANT, AT 209 FAMILY TES LW, DEMOREST, GEORGIA, 30535, BY CERTIFIED MAIL #7000 0600 0023 2701 1502.

NOW, FEBRUARY 16, 2001, RECEIVED REGULAR MAIL BACK FOR HELEN R. TOST, DEFENDANT, AS FORWARD TIME EXPIRED.

NOW, MARCH 27, 2001, FAXED COPY OF CERTIFIED MAIL CARDS TO GENEVIEVE, AT TERRENCE J. MCCABE, ESQ., OFFICE, FOR PROOF OF SERVICE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10626

BENEFICIAL CONSUMER DISCOUNT CO D/B/A

00-538-CD

VS.

TOST, MICHAEL R. AND HELEN A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 6, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR THREE THOUSAND (\$3,000.00)
PLUS COSTS.

NOW, APRIL 23, 2001, RECEIVED ATTORNEY CHECK #0999 IN THE AMOUNT OF
FOUR THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND FOUR CENTS
(\$4,958.04) FOR PAYMENT IN FULL OF COSTS

NOW, APRIL 25, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR THREE THOUSAND DOLLARS
PLUS COSTS, PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING
COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$219.62

SURCHARGE 40.00

PAID BY ATTORNEY

FILED

APR 25 2001

8/14/01pm

William A. Shaw

Prothonotary

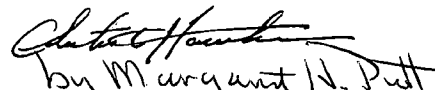
Sworn to Before Me This

25th Day Of April 2001



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


by Margaret H. Pratt

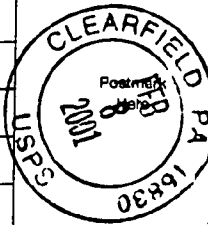
Chester A. Hawkins

Sheriff

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage \$
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$295



Name (Please Print Clearly) (to be completed by mailer)

HELEN TOST

Street, Apt. No., or PO Box No.

RR #3 Box 105A

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HELEN TOST
RR #3 Box 105A
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

HELEN TOST 2-13-01

C. Signature

X Helen Tost ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1519

EX-10626

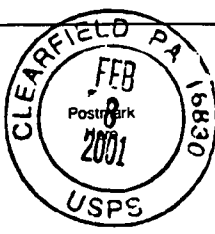
PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COPY

7000 0600 0023 2701 1502

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Name (Please Print Clearly) (to be completed by mailer) MICHAEL R. TOST Street, Apt. No., or PO Box No. 209 Family Tes Lw City, State, ZIP+4 Demorest, GA 30535	
PS Form 3800, July 1999 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY								
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<table border="1"> <tr> <td>A. Received by (Please Print Clearly) Michael R. Tost</td> <td>B. Date of Delivery 2-13-01</td> </tr> <tr> <td colspan="2">C. Signature [Signature]</td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee </td> </tr> <tr> <td colspan="2"> D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 290 Family Ties Lane Demorest, GA 30535 </td> </tr> </table>	A. Received by (Please Print Clearly) Michael R. Tost	B. Date of Delivery 2-13-01	C. Signature [Signature]		<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee		D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 290 Family Ties Lane Demorest, GA 30535	
A. Received by (Please Print Clearly) Michael R. Tost	B. Date of Delivery 2-13-01								
C. Signature [Signature]									
<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee									
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 290 Family Ties Lane Demorest, GA 30535									
1. Article Addressed to: MICHAEL R. TOST 209 Family Tes Lw Demorest, GA 30535	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.								
2. Article Number (Copy from service label) 7000 0600 0023 2701 1502	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes								
EX-10626									

COPY

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Q
e-16-01

HELEN TOST

RR #3 BOX 105A

DuBois, PA 15801

TOST003* 158012020 1200 12 02/13/01
FORWARD TIME EXP RTN TO SEND
TOST HELEN
RR 1 BOX 150
BROCKWAY PA 15824-9388

RETURN TO SENDER

16830/2438



COPY

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

McCABE, WEISBERG & CONWAY, P.C.

ATTORNEYS AT LAW
FIRST UNION BUILDING
123 S. BROAD STREET SUITE 2080
PHILADELPHIA, PA 19109



3-224/360

u999

NUMBER

PAY: Four Thousand Nine Hundred Fifty Eight ***** 04/100

DATE

AMOUNT
\$4,958.04

Apr 18/2001

TO THE Sheriff of Clearfield County

ORDER

OF

Settlement to Sheriff

ESCROW TRUST
VOID AFTER 90 DAYS

Marc S. Weisberg

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

0000999 036002247 108 773 8

x-10624

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, APRIL 9, 2001, 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 forth the date, time and place of sale at the Court House in Clearfield on the 6th day of APRIL 2001, I exposed the within described real estate of MICHAEL R. TOST AND HELEN A. TOST

to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT d/b/a BENEFICIAL MORTGAGE COMPANY OF PA he/she being the highest bidder, for the sum of \$ 3,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		9.88
LEVY		15.00
MILEAGE		9.88
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE	7.90 +	4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		—
ADD'L MILEAGE		9.88
ADD'L LEVY		—
BID AMOUNT		—
RETURNS/DEPUTIZE		—
COPIES		5.00
BILLING		3.00
TOTAL SHERIFF COSTS	\$	219.62

DEED COSTS:

REGISTER & RECORDER	\$	16.00
ACKNOWLEDGEMENT		5.00
TRANSFER TAX 2%		—
TOTAL DEED COSTS	\$	21.00

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	65,507.22
INTEREST from 1/17/01		—

TOTAL DEBT & INTEREST

\$	
-----------	--

COSTS:

ATTORNEY FEES	\$	—
PROTH. SATISFACTION		—
ADVERTISING		604.80
LATE CHARGES & FEES		—
TAXES-Collector		311.13
TAXES-Tax Claim		4,424.37
COSTS OF SUIT-To Be Added		—
LIST OF LIENS		—
MORTGAGE SEARCH		135.00
ACKNOWLEDGEMENT		—
DEED COSTS		21.00
ATTORNEY COMMISSION		—
SHERIFF COSTS		219.62
LEGAL JOURNAL AD - no bill amount		—
REFUND OF ADVANCE		—
REFUND OF SURCHARGE		—
PROTHONOTARY	\$	242.12
TOTAL COSTS	\$	5,958.04

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff