

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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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

v.

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

Clearfield County  
Court of Common Pleas

FILED

MAY 08 2000

William A. Shaw  
Prothonotary

Number 00-538-CJ

### 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 defendarse 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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, 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

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McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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	\$ 6,515.68
(Plus \$17.86 per diem thereafter)	
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

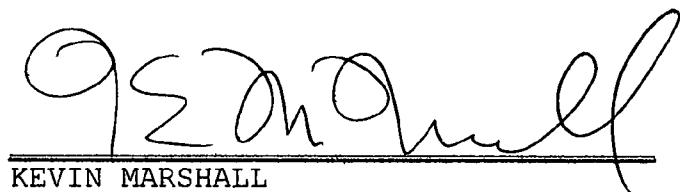
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "Kevin Marshall".

KEVIN MARSHALL

**OPEN-END MORTGAGE** VOL **1481** PAGE **437**  
THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKE.

THIS MORTGAGE, entered into this 28th day of August, 1992, between  
Michael R. Tost and Helen A. Tost, hereinafter 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,  
hereinafter called "Mortgagee."

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_ Uniform Parcel Identifier \_\_\_\_\_  
Being the premises conveyed to Mungazors by a deed of conveyance duly recorded in the office for the recording of Deeds in this  
County in Deed Book No. 1481, Page 431, 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 mortgagor, 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 Mortgagor agrees

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 Mortgagor 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 Mortgagor upon request and if Mortgagor 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 Mortgagor shall approve, with loss, if any, payable to Mortgagor as its interest may appear.
5. Mortgagor, 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 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, Mortgagor, 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, Mortgagor 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 Mortgagor may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagor 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 Mortgagor, then Mortgagor, 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 Mortgagor and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagor, 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 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 perpetual easement and right-of-way, under, upon, over, along, by, across, 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" to Parcel 1 more particularly described above, being the parcel herein being Grantees, their heirs and assigns, as an easement appurtenant to any 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 limitation. All of the rights herein being granted extend not only to the 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 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 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, 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 laws which limit the unpaid principal balance due under this 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 accrue 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 Mortgagor.

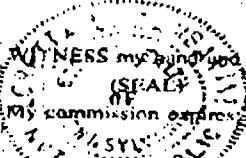
IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written. Signed, sealed and delivered in the presence of:

*Michael R. Tost* (SEAL)  
*Helen A. Tost* (SEAL)

*Michael R. Tost* (SEAL)  
*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 Mortgagor(s), and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.



Lorain L. Stark, Notary Public  
Armstrong Bill, PA, No. 59  
My Commission Expires June 10, 1993  
Member, Pennsylvania Notary Public Association

*Lorain L. Stark*  
Notary Public of Pennsylvania

**CERTIFICATE OF RESIDENCE**

I, Robert Rukenski, of Beneficial Consumer Discount Company,  
d/b/a Beneficial Mortgage Co. of Pennsylvania,  
Mortgagor 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 1:21pm  
BY Karen L. Stark  
FEES 13.00  
Karen L. Stark, Recorder

*Robert Rukenski*  
Agent of Mortgagor

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

*Karen L. Stark*  
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael R. Tost  
Helen A. Tost  
Name of Mortgagors

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

237 Main St.  
Ridgway, Pa. 15853  
Mortgagor

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield ss.

RECORDED on this 19 day of September 1992  
in the office for Recording of Deeds of this  
County, in Mortgage Book No. 1  
Page 121

RECORDED

Entered of Record 9-1-92 1:21pm Karen L. Stark, 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 CASE. 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 404 275 462  
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 ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASE. 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):	<u>Mike and Helen Tost</u>
PROPERTY ADDRESS:	<u>RR 3 Box 105A, DuBois, PA 15801</u>
LOAN ACCOUNT NUMBER:	<u>711724-26-1131648</u>
ORIGINAL LENDER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>
CURRENT LENDER/SERVICER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>

#### 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.  
G. Shaw  
Deputy Prothonotary

**FILED**  
Atty McCabe, Weisberg & Conway, P.C.  
for \$80.00  
MAY 08 2000  
3 CC Sheriff

*REC'D*  
MAY 13 2000  
William A. Shaw  
Prothonotary

(2)

TERRENCE J. MCCABE

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 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

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

SO ANSWERS,  
*Chester A. Hawkins*  
*by Marilyn Hapner*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 21 2000  
03:20 pm  
William A. Shaw  
Prothonotary *WAS*

**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

5/27/03

C. Signature

X

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

Agent  
 Addressee

**3. Service Type**

Certified Mail  
 Express Mail  
 Registered  
 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

09569

02

72296 062 164

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to

MICHAEL R. TOST

Street & Number

290 Family Tes Lw

Post Office, State, & ZIP Code

Demo Rest, GA. 30533

Postage

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom

Whom & Date Delivered

Return Receipt Showing to Whom

Date, & Addressee's Address

**RECIPIENT**

**RECEIVED**

**062**

**039**

**062**

**039**

PS Form 3800, April 1995

TOTAL Postage		AMOUNT
Postmark or Date		ONLY

2000 06291

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

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

\*PSF8m 3800, April 1995 (Reverse)

C - 9569

No. 00-538-CD

Now, June 8, 2000, I return the Notice and Civil Action Mortgage Foreclosure 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 Lehman

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

So Answers,  
  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 correct 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

Number 00-538-CD

**MAY 08 2000**

Attest: *William L. Chesser*  
Prothonotary

**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 SIN TIENE EL DINERO SUFFICIENTE 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: TERENCE 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	\$ 6,515.68
(Plus \$17.86 per diem thereafter)	
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

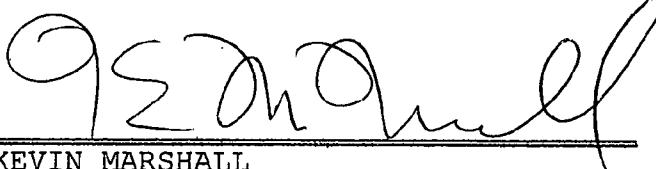
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

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 P.A.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  
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 \$ 48,000.00, 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  
TOWNSHIP 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 requires 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  
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,  
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, Mortgagors, upon application to the appropriate  
court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the  
inadequacy 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  
foreclosure sale, (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.

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 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 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 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, 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 occupiers, their heirs and assigns, but to the tenants and undertenants, 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, 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 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, 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 appurtenance, stay and exemption laws, now in force or hereinafter 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 accrue 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 Mortgagor.

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)  
*Heleen A. Tost* (SEAL)

*Michael R. Tost* (SEAL)  
*Heleen A. Tost* (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.



Lorain L. Stark, Notary Public  
Armstrong, PA, No. 111-102  
My Commission Expires April 11, 1993  
Notary Public of Pennsylvania

*Lorain L. Stark*

Notary Public of Pennsylvania

**CERTIFICATE OF RESIDENCE**

I, *Ronald R. Kurenski*, d/b/a Beneficial Mortgage Co. of Pennsylvania, Beneficial Consumer Discount Company, Mortgagor 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 ERICKA YOUNG  
FEES 13.50 —  
Karen L. Stark, Recorder

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

*Karen L. Stark*  
Karen L. Stark  
Recorder of Deeds

RECORDED

COMMONWEALTH OF PENNSYLVANIA  
MORTGAGE  
Michael R. Tost  
Heleen A. Tost  
Name of Mortgagors  
C. BENEFICIAL CONSUMER DISCOUNT COMPANY  
C. BENEFICIAL CONSUMER DISCOUNT COMPANY  
d/b/a Beneficial Mortgage Co. of Pennsylvania  
Mortgagor

237 Main St.  
Ridgway, Pa.  
15853  
Address

COMMONWEALTH OF  
PENNSYLVANIA  
COUNTY OF Clearfield

RECORDED on this 19 day of September 1992  
in the office for Recording of Deeds of this  
County, in Mortgage Book No. \_\_\_\_\_  
Page \_\_\_\_\_

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

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  
(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 1-800-342-1397 (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 CASE. 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):	<u>Mike and Helen Tost</u>
PROPERTY ADDRESS:	<u>RR 3 Box 105A, DuBois, PA 15801</u>
LOAN ACCOUNT NUMBER:	<u>711724-26-1131648</u>
ORIGINAL LENDER:	<u>Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania</u>
CURRENT LENDER/SERVICER:	<u>Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania</u>

#### 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

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  
(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.

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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 CASE. 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):	<u>Mike and Helen Tost</u>
PROPERTY ADDRESS:	<u>RR 3 Box 105A, DuBois, PA 15801</u>
LOAN ACCOUNT NUMBER:	<u>711724-26-1131648</u>
ORIGINAL LENDER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>
CURRENT LENDER/SERVICER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>

#### 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

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

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

Michael R. Tost :  
RR3 Box 105A :  
DuBois, PA 15801 :  
and :  
Helen A. Tost :  
RR3 Box 105A :  
DuBois, PA 15801 :  
: Number 00-538-CJ

MAY 08 2000

Attest: *[Signature]*  
Clearfield County  
Court Administrator

### 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 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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, 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: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

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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	\$ 6,515.68
(Plus \$17.86 per diem thereafter)	
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

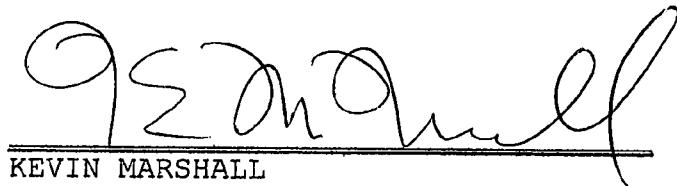
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "Kevin Marshall".

KEVIN MARSHALL

**OPEN-END MORTGAGE** VOL **1481** PAGE **437**  
THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKE

THIS MORTGAGE, entered into this 28th day of August, 1992, between  
Michael R. Tost and Helen A. Tost, hereinafter 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,  
hereinafter 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, hereinafter called "Property," situated in the  
TOWNSHIP 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 Migrigators by a deed of conveyance duly recorded in the office for the recording of Deeds in this  
County in Deed Book No. (4.8.1) Page 431, 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 mortgagor, 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 Mortgagor, to and for the use and behoof of Mortgagor, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

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 Mortgagor 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 Mortgagor upon request and if Mortgagor 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 Mortgagor shall approve, with loss, if any, payable to Mortgagor as its interest may appear.
5. Mortgagor, 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 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, Mortgagor, 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, Mortgagor 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 Mortgagor may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagor, 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 Mortgagor, then Mortgagor, 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 Mortgagor and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagor, 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 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 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 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, 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, 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, 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, and in common with all other users of the said premises as well, and shall be mutual, 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.

VOL 1481 PAGE 439

11. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appurtenance, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors or 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 Mortgagors.

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:

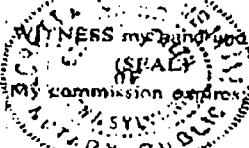
*Michael R. Tost* (Seal)  
*Helen A. Tost* (Seal)

*Michael R. Tost* (Seal)  
*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 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  
Armstrong, Elk, Jefferson, and Clearfield Counties, Pennsylvania  
Commissioned April 5, 1991, Expiring April 4, 1992  
Michael R. Tost, Notary Public

*Michael R. Tost*  
Notary Public of Pennsylvania

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

## CERTIFICATE OF RESIDENCE

I, Robert Kurenski, d/b/a Beneficial Mortgage Co. of Pennsylvania, Beneficial Consumer Discount Company, Mortgagor 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 ERIC J. YOUNG  
FEES 13.00  
Karen L. Stark, Recorder

*Robert Kurenski*  
Agent of Mortgagor

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

*Karen L. Stark*  
Recorder of Deeds

RECORDED

COMMONWEALTH OF PENNSYLVANIA	ss.
MORTGAGE	
Michael R. Tost Helen A. Tost Name of Mortgagors	
237 Main St Ridgway, Pa. 15853	1992
Mortgage	

COMMONWEALTH OF PENNSYLVANIA	ss.
COUNTY OF Clearfield	
RECORDED on this 19 day of September 1992	
in the office for Recording of Deeds of this County, in Mortgage Book No. 1	
Page 1	

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

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  
(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 1-800-342-1397 (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 ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASE. 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):	<u>Mike and Helen Tost</u>
PROPERTY ADDRESS:	<u>RR 3 Box 105A, DuBois, PA 15801</u>
LOAN ACCOUNT NUMBER:	<u>711724-26-1131648</u>
ORIGINAL LENDER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>
CURRENT LENDER/SERVICER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>

#### 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

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  
(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

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

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Fax Number: 630-617-7529  
Contact Person: Margaret Smith

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- 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.)

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- 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: TERENCE 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 7<sup>th</sup> DAY  
 OF *July*, 2000.

*Tracy A Riff*  
 Tracy A Riff  
 NOTARY PUBLIC

*Terrence J. McCabe*  
 TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

**FILED**

JUL 10 2000  
 11:03 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 Tcs Lw  
Demorest, GA. 30535

**COMPLETE THIS SECTION ON DELIVERY**

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

C. Signature

X

5270

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)**  
Z 296 062 164

PS Form 3811, July 1999

Domestic Return Receipt

102505-00-00-1789

EXHIBIT "A"

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

Attorney for Plaintiff

(4)

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

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 2001 Plaintiff has checked the Local Telephone Directory for  
112-0303  
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  
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, 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

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  
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

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 7<sup>th</sup> 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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

TERRENCE J. MCCABE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

BENEFICIAL CONSUMER DISCOUNT  
VS  
TOST, MICHAEL R.

00-538-CD

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

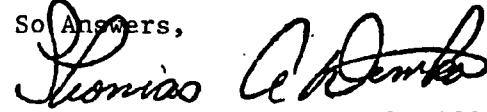
No. 00-538-CD

Now, June 8, 2000, I return the Notice and Civil Action Mortgage Foreclosure 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  
Henry L. Kline

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

So Answers,  
  
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 names of 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

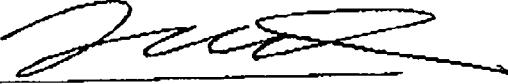
The County Voters Registration Office does not have a listing.

EXHIBIT "B"

ADDITIONAL INFORMATION ON SUBJECT -

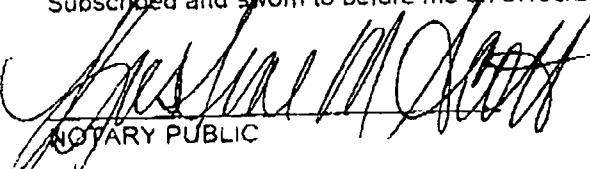
A DATE OF BIRTH

August 1958

  
AFFIANT Michael K Gross

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

"NOTARY SEAL"  
Kristine M. Scott, Notary Public  
St. Louis County, State of Missouri  
My Commission Expires 9/2/2002

  
NOTARY PUBLIC

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

5  
McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

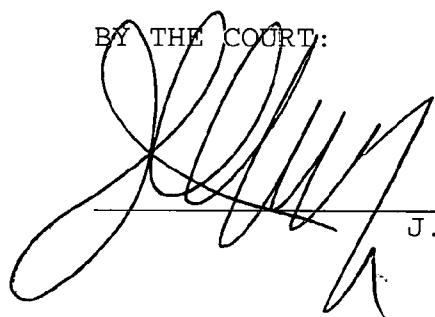
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BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PA	:	
v.	:	
MICHAEL R. TOST	:	
and	:	
HELEN A. TOST	:	NUMBER 00-538-CD

O R D E R

AND NOW, this 10<sup>th</sup> 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

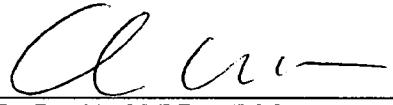
Attorney for Plaintiff

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 13/13  
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.

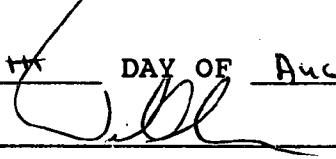
00-538-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

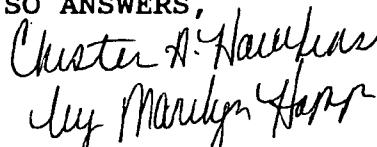
NOW AUGUST 7, 2000 AT 10:40 AM DST POSTED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF HELEN  
A. TOST, DEFENDANT AT RR 3, BOX 105A, DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA.

18.88 SHFF. HAWKINS PAID BY: ATTY

SWORN TO BEFORE ME THIS

11<sup>th</sup> DAY OF August 2000  


SO ANSWERS,

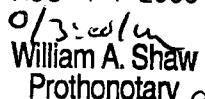
  
by Marilyn Hart

CHESTER A. HAWKINS  
SHERIFF

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

FILED

AUG 11 2000

  
William A. Shaw  
Prothonotary

MCCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 :

v.

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

Clearfield County  
Court of Common Pleas

7-31-00 Document  
Redated/Reissued to Sheriff ~~Attorney~~  
for service.  
William L. Billotte  
Deputy Prothonotary

Number 00-538-60

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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 defendarse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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: TERENCE 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	\$ 6,515.68
(Plus \$17.86 per diem thereafter)	
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

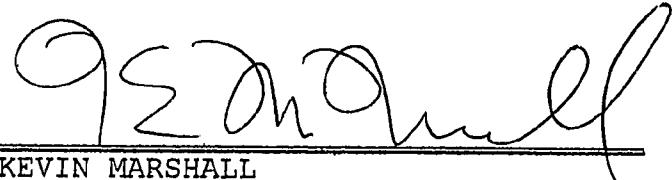
Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

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 P.A.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, hereinafter 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, hereinafter called "Mortgagee,"

**WITNESSETH**, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagor 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 Mortgagor, ALL the following described real estate, hereafter called "Premises" situated in the city of

(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. 14, Page 431, 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 Mortgagor agrees:

SIXTH SCHEDULE, THE MORTGAGE AGREEMENT

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 Mortgagor 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 Mortgagor upon request and if Mortgagor 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 Mortgagor shall approve, with loss, if any, payable to Mortgagor as its interest may appear.
5. Mortgagor, 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串, 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, Mortgagor, 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, upon this Mortgage, and may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings 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 Mortgagor may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagor, 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 foreclosure sale, (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 Mortgagor, then Mortgagor, 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 Mortgagor and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagor, 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 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, 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, 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 appurteainment, stay and exemption laws, now in force or hereinafter 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 Mortgagors.

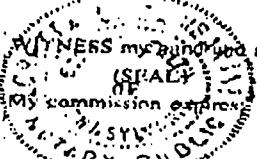
IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written. Signed, sealed and delivered in the presence of:

*Michael R. Tost* (SEAL)  
Witness

*Michael R. Tost* (SEAL)  
*Helen A. Tost* (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.



## CERTIFICATE OF RESIDENCE

I, *Ronald Kurenski*, d/b/a, Beneficial Mortgage Co. of Pennsylvania, of Beneficial Consumer Discount Company, Mortgagor 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.

*Ronald Kurenski*  
Agent of Mortgagor

CLEARFIELD COUNTY  
ENTERED OF RECORD 7-1-92  
TIME 1:21 PM  
BY *Karen L. Stark*  
FEES *13.00*  
Karen L. Stark, Recorder

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

*Karen L. Stark*  
Recorder of Deeds

RECORDED

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE  
*Michael R. Tost*  
*Helen A. Tost*  
Name of Mortgagors

Entered of Record 9-1

C. BENEFICIAL CONSUMER DISCOUNT COMPANY  
D/B/A BENEFICIAL CONSUMER DISCOUNT COMPANY  
601A Benefit Mortgage Co. of Pennsylvania  
Mortgagor

237 Main St  
Ridgway, Pa. 15883  
Address

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF Clearfield

RECORDED on this 19 day of September 1992  
in the office for Recording of Deeds of this  
County, in Mortgage Book No. \_\_\_\_\_  
Page \_\_\_\_\_

1:10 PM Karen L. Stark, 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 1-800-342-1397 (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 CASE. 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):	<u>Mike and Helen Tost</u>
PROPERTY ADDRESS:	<u>RR 3 Box 105A, DuBois, PA 15801</u>
LOAN ACCOUNT NUMBER:	<u>711724-26-1131648</u>
ORIGINAL LENDER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>
CURRENT LENDER/SERVICER:	<u>Beneficial Consumer Discount Company d/b/a</u> <u>Beneficial Mortgage Company of Pennsylvania</u>

#### 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.

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.

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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  
Beneficial Mortgage Company of Pennsylvania

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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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.

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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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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

1100-2  
m 12:15/1985  
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."

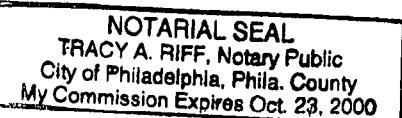
3. That on August 7, 2000, in accordance with the attached

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 15<sup>th</sup> DAY  
OF August, 2000.

Tracy A. Riff  
NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 10th 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 J. Flanagan*  
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"

L.W

PS Postage Service	
DO not use for International Mail (See reverse)	
Sent to	
Street & Number <u>RE 3 BOX 105A</u>	
Post Office State & ZIP Code <u>PA 15801</u>	
Postage <u>\$ 0.60</u>	
Certified Fee <u>SPS</u>	
Special Delivery Fee <u>2000</u>	
Restricted Delivery Fee <u>2</u>	
Priority Receipt Shipping Fee <u>AUG 2</u>	
Return Receipt Delivery Fee <u>PA 15801</u>	
Delivery Address <u>RE 3 BOX 105A</u>	
Postmark or Date <u>AUG 2 2000</u>	
TOTAL Postage & Fees <u>\$ 0.60</u>	

Z 345 683 881

L.W

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NO	
PROVIDE FOR INSURANCE.—POSTMASTER	
Received From:	
McCABE, WEISBERG AND CONWAY, P.C.	
FIRST UNION BUILDING	
123 SOUTH BROAD STREET	
SUITE 2000	
PHILADELPHIA, PA 19109	
One piece of ordinary mail addressed to:	
Heiken A. Tost	
RE 3 BOX 105A	
PA 15801	

U.S. POSTAGE  
0.60  
METER  
3100904

PS Form 3817, Mar. 1989

TERRENCE J. MCCABE

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.

*COPY*

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. :  
MICHAEL R. TOST and : NUMBER 00-538-CD  
HELEN A. TOST :  
*65*  
*(4)*

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:

A handwritten signature in black ink, appearing to read "William J. Johnson".

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 16<sup>th</sup> DAY  
OF Jan., 2001.

*Terrence McCabe*

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

*Gloria D. Mitchell*  
Notary Public

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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 :  
:

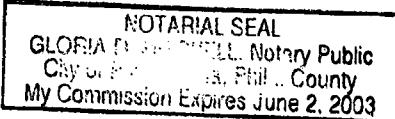
CERTIFICATION

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 16<sup>th</sup> DAY  
OF Jan, 2001.

Gloria D. Mitchell  
NOTARY PUBLIC

Terrence 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  
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 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/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 135/ath/ McCabe PC \$20.00  
William A. Shaw  
Prothonotary  
Statement to Cuttry  
Gas

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

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 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)

No.: 2000-00538-CD

COPY

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

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: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

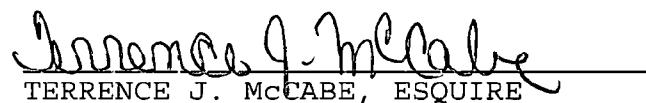
Attorney for Plaintiff

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 13<sup>TH</sup> 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 13<sup>TH</sup> 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 20 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 Praeclipe 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

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  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

Attorney for Plaintiff

5) **SET "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"**



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  
M. L. McCaffrey  
William A. Shaw  
Prothonotary  
Pd \$20.00

6 Wkts Sheriff  
etc

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 \_\_\_\_\_ 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 Praeclipe 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**

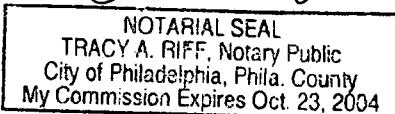
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 28<sup>TH</sup> DAY OF February, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant 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 28<sup>TH</sup> DAY  
OF February, 2001.

  
\_\_\_\_\_  
NOTARY PUBLIC



**FILED**

MAR 05 2001

William A. Shaw  
Prothonotary

MCCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 Praeclipe 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 937 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

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"

MCCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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"**

Praepte for Writ of Execution - XXXXXXXXXX  
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

PRAECLIPE FOR WRIT OF EXECUTION

FILED

JAN 22 2001

To the Prothonotary:

William A. Shaw  
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 ~~xexgumisher~~, ~~xexgumisher~~ against real property of the defendant(s) ~~xexgumisher~~ 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) \$ 249.12

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

No. 00-538-CD Term, 19 RECEIVED WRIT THIS \_\_\_\_ DA  
No. Term, 19 of \_\_\_\_ A.D. 19\_\_\_\_

IN THE COURT OF COMMON  
PLEAS OF CLEAVERD COUNTY

## PENNSYLVANIA

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

-54-

HELEN A. TOST

WILL OF EXECUTION  
Mortgage Foreclosure  
(~~NOTARY JURISDICTION~~)

EXECUTION DEBT

Interest from - -

Frithomnary

Use Attorney

Attorney's Com

### Satisfaction - -

## Receipt for Execution

8

Jerome J. McCabe  
Attorney for Plaintiff

## MCCLABE, WEISBERG AND CONWAY, P.C.

FIRST UNION BUILDING

SUITE 2080

PHILADELPHIA, PA 19109

Name and  
Address

of Sender

Check type of mail:

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

If Registered Mail/  
check below:  
 Insured  
 Not Insured

Remarks

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
1	Ben e	Ben e, & a CONSUME R DIVISION OF CONNARCY, 937 RING, N. STRE												
2	U													
3	To S +	B en e, & a CONSUME R DIVISION OF CONNARCY, 937 RING, N. STRE												
4	Mike	Mike												
5	✓													
6	HELEN													
7														
8														
9														
10														
11														
12														
13														
14														
15														

Total Number of Pieces  
Listed by SenderTotal Number of Pieces  
Received at Post Office

Postmaster: Per (Name of receiving employee)

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 \$50,000 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, SS13, and SS21 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.

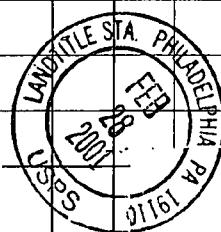


EXHIBIT "B"

U.S. POSTAL SERVICE  
MAIL  
REGISTRATION  
RECEIVED  
FEB 18 2001  
01161

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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	:	

**FILED**

**AFFIDAVIT OF SERVICE**

APR 02 2001

William A. Shaw  
Prothonotary

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 ."

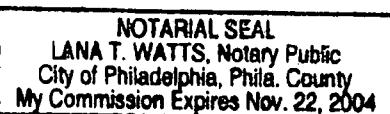
3. That on February 05, 2001, in accordance with the attached Court Order, per Plaintiff's Conversation with Peggy, of the Clearfield County Sheriff's Office, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant(s), Helen A. Tost, by posting the 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 30<sup>th</sup> 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

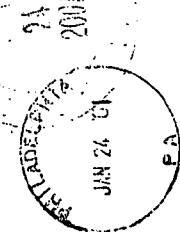
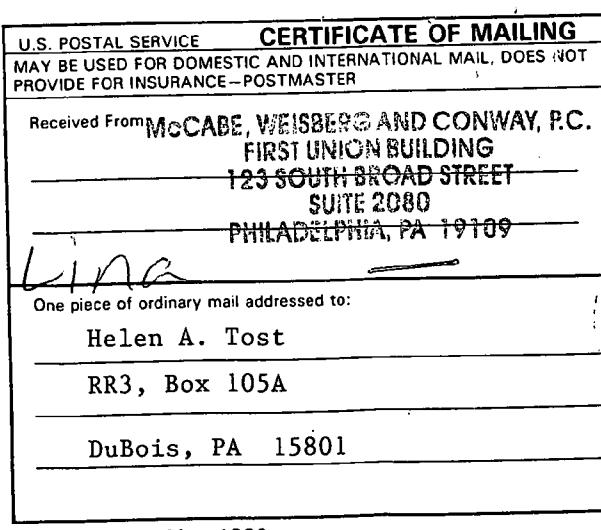
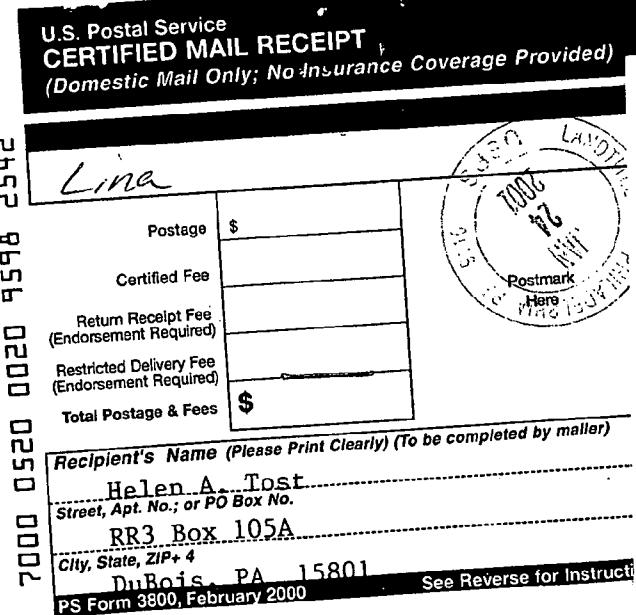
Dear Ms. Tost:

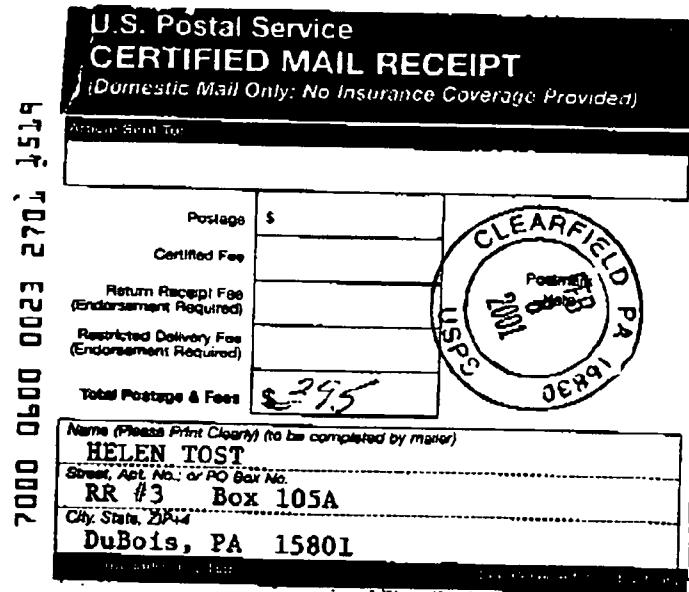
Enclosed please find a true and correct copy of a Notice of Sheriff's Sale of Real Property regarding the above-captioned matter.

Very truly yours,

*Terrence J. McCabe*  
 TERRENCE J. McCABE

**EXHIBIT "A"**





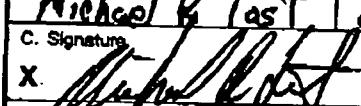
# EXHIBIT "A"

<b>SENDER: COMPLETE THIS SECTION</b> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the envelope, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="text-align: center;"><b>HELEN TOST RR #3 Box 105A DuBois, PA 15801</b></p> <p>2. Article Number (Copy from service label) <b>7000 0600 0023 2701 1519</b></p>	<b>COMPLETE THIS SECTION ON DELIVERY</b> <p>A. Received by (Please Print Clearly) <b>HELEN TOST</b> B. Date of Delivery <b>2-13-01</b></p> <p>C. Signature <b>X Helen Tost</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>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.     </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<b>EX-10626</b>	

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

2057	Article Sent To:	
1012	Postage	\$
2000	Certified Fee	
0090	Return Receipt Fee (Endorsement Required)	
0000	Restricted Delivery Fee (Endorsement Required)	
0000	Total Postage & Fees	\$3.95
Name (Please Print Clearly) (To be completed by mailer) <b>MICHAEL R. TOST</b>		
Street, Apt. No., or PO Box No. <b>209 Family Ties Lw</b>		
City, State, ZIP+4 <b>Demorest, GA 30535</b>		

## EXHIBIT "B"

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly)  <b>MICHAEL R. TOST</b></p> <p>B. Date of Delivery  <b>2-13-01</b></p> <p>C. Signature  </p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If YES, enter delivery address below:  <b>290 Family Ties Lane Demorest, GA 30535</b></p> <p>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.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p style="margin-left: 20px;"><b>MICHAEL R. TOST 209 Family Ties Lw Demorest, GA 30535</b></p>		<p>2. Article Number (Copy from service label)  <b>7000 0600 0023 2701 1502</b></p>	
<p>PS Form 3811, July 1999</p>		<p>Domestic Return Receipt</p>	
		<p>EX-10626</p>	
		<p>102695-00-00-0952</p>	

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 10th 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 J. Flanagan*  
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:

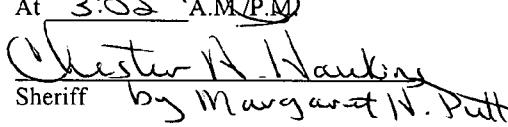
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (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.  
  
\_\_\_\_\_  
Chester A. Hawking  
Sheriff by Margaret N. Pott

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**

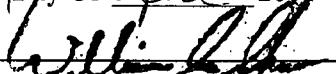
APR 25 2001

8:14 PM

William A. Shaw  
Prothonotary

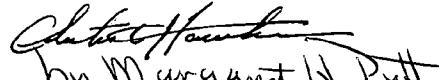
Sworn to Before Me This

25th Day Of April 2001



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

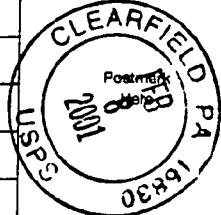
So Answers,

  
by Margaret H. Pott  
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	



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
<b>HELEN TOST</b>	<b>2-13-01</b>

C. Signature

**X Helen Tost**

Agent  
 Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

Yes  
 No

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.

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

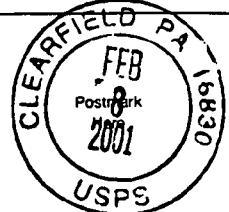
Domestic Return Receipt

102595-00-M-0952

**COPY**

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

7000	0600	0023	2701	1502	Article Sent To:		
					Postage	\$	
					Certified Fee		
					Return Receipt Fee (Endorsement Required)		
					Restricted Delivery Fee (Endorsement Required)		
					Total Postage & Fees	\$3.95	
<p>Name (Please Print Clearly) (to be completed by mailer)  <b>MICHAEL R. TOST</b>          Street, Apt. No., or PO Box No.  <b>209 Family Ties Lw</b>          City, State, ZIP+4  <b>Demorest, GA 30535</b></p>							
PS Form 3800, July 1999							
See Reverse for Instructions							



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <b>Michael R. Tost</b> B. Date of Delivery <b>2-13-01</b></p> <p>C. Signature <b><i>Michael R. Tost</i></b> D. Agent <input type="checkbox"/>  <b>X</b> Addressee <input type="checkbox"/></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below:  <b>290 Family Ties Lane Demorest, GA 30535</b></p>	
<p>1. Article Addressed to:</p> <p style="margin-left: 20px;"><b>MICHAEL R. TOST 209 Family Ties Lw Demorest, GA 30535</b></p>		<p>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.</p>	
<p>2. Article Number (Copy from service label)  <b>7000 0600 0023 2701 1502</b></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 1999      Domestic Return Receipt      102595-00-M-0952

COPY

**CHESTER A. HAWKINS**

**SHERIFF**

## COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

6830 SUITE 116

## 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

26830 / 24738

**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



u999

NUMBER

3-224/360

AMOUNT  
AY: 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 I. Weisberg*

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

x-10624

0008999 036002247 108 773 8

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 <i>fax</i>	3.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 219.62</b>

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 65,507.22
INTEREST from 1/17/01	—
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$</b>
<u><b>COSTS:</b></u>	
ATTORNEY FEES	\$ —
PROTH. SATISFACTION	604.80
ADVERTISING	—
LATE CHARGES & FEES	311.13
TAXES-Collector	4,424.37
TAXES-Tax Claim	—
COSTS OF SUIT-To Be Added	—
LIST OF LIENS	135.00
MORTGAGE SEARCH	—
ACKNOWLEDGEMENT	—
DEED COSTS	21.00
ATTORNEY COMMISSION	—
SHERIFF COSTS	219.62
LEGAL JOURNAL AD - <i>no bill received</i>	—
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
PROTHONOTARY	\$ 242.12
<b>TOTAL COSTS</b>	<b>\$ 5,958.04</b>

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

Chester A. Hawkins, Sheriff

COP