

00-822-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a -vs- LARRY J. GREEN  
et al

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

161 Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial : Court of Common Pleas  
Mortgage Co. of Pennsylvania :  
961 Weigel Drive, P.O. Box 8634 :  
Elmhurst, IL 60126-1058 :  
: v. :  
164 Larry J. Green 164 :  
P.O. Box 72 :  
Woodland, PA 16881 :  
164 and :  
Cathy A. Green 164 :  
P.O. Box 72 :  
Woodland, PA 16881 :  
: Number 00-822-CO

**CIVIL ACTION/MORTGAGE FORECLOSURE**

## NOTICE

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

AVT SQ

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

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

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO 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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Attorney for Plaintiff

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|                                 |   |                       |
|---------------------------------|---|-----------------------|
| Beneficial Consumer Discount    | : | Clearfield County     |
| Company, d/b/a Beneficial       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| Larry J. Green                  | : |                       |
| P.O. Box 72                     | : |                       |
| Woodland, PA 16881              | : |                       |
| and                             | : |                       |
| Cathy A. Green                  | : |                       |
| P.O. Box 72                     | : | Number                |
| Woodland, PA 16881              | : |                       |

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CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Larry J. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 72, Woodland, PA 16881.

3. The Defendant is Cathy A. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 72, Woodland, PA 16881.

4. On 10/2/97, 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 1877, Page 410.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 72, Woodland, PA 16881.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/99 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                 | \$15,391.65      |
| Interest 6/1/99 through 6/20/00   | \$ 2,167.70      |
| (Plus \$6.03 per diem thereafter) |                  |
| Attorney's Fee                    | \$ 1,500.00      |
| Cost of Suit                      | \$ 225.00        |
| Appraisal Fee                     | \$ 125.00        |
| Title Search                      | <u>\$ 200.00</u> |
| GRAND TOTAL                       | \$19,609.35      |

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 \$19,609.35, together with interest at the rate of \$6.03 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

1827/40

VOL 1877 PAGE 410

## OPEN-END MORTGAGE

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

THIS MORTGAGE, made this 2ND day of OCTOBER 1997, between LARRY J. GREEN AND CATHY A. GREEN, HUSBAND AND WIFE, 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 1067 PENNSYLVANIA AVE., TYRONE, Pennsylvania, hereafter called "Mortgagee."

hereafter called "Mortgage."  
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 \$ 15,400.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, All the following described real estate, hereafter called "Property," situated in the  City  Borough  Township of  BRADFORD  County of  CLEARFIELD  Commonwealth of Pennsylvania, described as follows:

"SEE ATTACHED EXHIBIT A"

Municipal Tax Lot -                    Block -                    Uniform Parcel Identifier 106-209-633-20  
Being premises conveyed to Mangatgarh by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in  
County Clerk's Office on 6/3/88 - File No. 338 - as the Property therein described.

If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by John Doe, mortgagee. That prior mortgage was recorded on 19 with the Recorder of the County of Pennsylvania, in

**TO HAVE AND TO HOLD the property hereby granted and conveyed unto Mortgagor, to and for the use and benefit of Mortgagor, his  
heirs, executors, administrators, successors, and assigns.**

THE MORTGAGEE IN MARS agrees to the following conditions, and Mortgagors agree:

**THIS MORTGAGE IS MADE**, subject to the following conditions and covenants, as follows:

1. Mortgagor 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 Agreement, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and Montages, shall have the right to pay any under the terms of the Agreement and this Mortgage, and any and all amounts so paid claims which Mortgagor has agreed to pay under the terms of the Agreement and this Mortgage, and any and all amounts so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagor default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagor may forthwith bring an Action of Mortgagor's Lienholders herein, 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.

RL 4 PA 24/22/23, ED. N.M. '94

"EXHIBIT A"

May 8, 2000

Cathy A. Green  
P. O. Box 72  
Woodland, PA 16881

# 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): Larry J. and Cathy A. Green  
PROPERTY ADDRESS: P. O. Box 72, Woodland, PA 16881  
LOAN ACCOUNT NUMBER: 711806-10-126371  
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

"EXHIBIT B"

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 P. O. Box 72, Woodland, PA 16881 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$246.88 for the months of July 1999 through April 2000

Other charges: \_\_\_\_\_

**TOTAL AMOUNT PAST DUE: \$2,601.31**

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 \$2,601.31, 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  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126  
Phone Number: 1-800-958-2540, Ext.  
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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 878  
RETURN RECEIPT REQUESTED

May 8, 2000

Larry J. Green  
P. O. Box 72  
Woodland, PA 16881

# 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 (HEAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEAP 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.

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Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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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: \$2,601.31**

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Margaret Smith

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage  
Company of Pennsylvania  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126

Phone Number: 1-800-958-2540, Ext.

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**  **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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 877  
RETURN RECEIPT REQUESTED

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNERS' EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

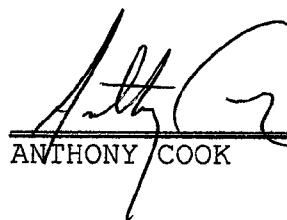
Consumer Credit Counseling Service of Western  
Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, Pa  
(814) 696-3546

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, Pa 15701  
(412) 465-2657  
FAX # (412) 465-5118

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, Pa 15901  
(814) 535-6556  
FAX # (814) 539-1688

VERIFICATION

The undersigned, Anthony Cook, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT CO., ET AL, 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.

  
\_\_\_\_\_  
ANTHONY COOK

FILED

REC'D JUL 17 2000  
SAC 7/17/2000  
FBI - BOSTON  
William A. Shaw  
Prothonotary  
2 cc Sheriff

\$80.00

TERENCE J. MCCABE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
VS  
GREEN, LARRY J.

00-822-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW AUGUST 22, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO LARRY J. GREEN AND CATHY A. GREEN, DEFENDANTS. NEVER RECEIVED CORRECT SURCHARGE FROM ATTORNEY.

14.33 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: *atty*

SWORN TO BEFORE ME THIS

6th DAY OF September 2000  
1,2000

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

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

FILED

SEP 06 2000  
010:43 am  
W. A. Shaw  
Prothonotary *WAS*

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       | : | Court of Common Pleas                      |
| Mortgage Co. of Pennsylvania    | : |  |
| 961 Weigel Drive, P.O. Box 8634 | : | I hereby certify this to be a true         |
| Elmhurst, IL 60126-1058         | : | and attested copy of the original          |
|                                 | : | statement filed in this court              |
| v.                              | : |  |
| Larry J. Green                  | : |  |
| P.O. Box 72                     | : |  |
| Woodland, PA 16881              | : | Attest:                                    |
| and                             | : | <i>William L. Billotte</i><br>Prothonotary |
| Cathy A. Green                  | : |  |
| P.O. Box 72                     | : |  |
| Woodland, PA 16881              | : | Number 00-822-CO                           |

#### CIVIL ACTION/MORTGAGE FORECLOSURE

##### **NOTICE**

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

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

##### **AVISO**

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 SINO 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       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| Larry J. Green                  | : |                       |
| P.O. Box 72                     | : |                       |
| Woodland, PA 16881              | : |                       |
| and                             | : |                       |
| Cathy A. Green                  | : |                       |
| P.O. Box 72                     | : | Number                |
| Woodland, PA 16881              | : |                       |

---

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Larry J. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 72, Woodland, PA 16881.

3. The Defendant is Cathy A. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 72, Woodland, PA 16881.

4. On 10/2/97, 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 1877, Page 410.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 72, Woodland, PA 16881.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/99 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                 | \$15,391.65 |
| Interest 6/1/99 through 6/20/00   | \$ 2,167.70 |
| (Plus \$6.03 per diem thereafter) |             |
| Attorney's Fee                    | \$ 1,500.00 |
| Cost of Suit                      | \$ 225.00   |
| Appraisal Fee                     | \$ 125.00   |
| Title Search                      | \$ 200.00   |
| GRAND TOTAL                       | \$19,609.35 |

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 \$19,609.35, together with interest at the rate of \$6.03 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

### OPEN-END MORTGAGE

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

THIS MORTGAGE, dated this 2nd day of OCTOBER 1987, between LARRY J. GREEN AND CATHY A. GREEN, HUSBAND AND WIFE hereafter called "Mortgagors," and

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

**ED BENEFICIAL INSURANCE COMPANY LTD.** - Pennsylvania, having an office and place of business called "MURKIN'S", a building with "MURKIN'S" of even numbers, Tyrone, Pennsylvania.

hereafter called "Mortgage".  
WITNESSETH, that in secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement", of even  
herewith, by which Mortgagor is utilized to make loans and advances up to \$ 15,400.00, hereafter called "Credit  
Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell,  
grant and convey to Mortgagee, all the following described real estate, hereafter called "Property", situated in the  City  
 Borough  Township of FRADFORD, County of CLEARFIELD, Commonwealth of Pennsylvania,  
described as follows:

"SEE ATTACHED EXHIBIT A"

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier 106-M09-633-20  
Being premises conveyed to Magazines by deed of conveyance duly recorded in the office for the recording of Deeds in this County in  
Book 238, Page 326, as the Property herein described.

Deed Book No. 1638 Page 350 of the County of Franklin, Tennessee, executed by  If this box is checked, this Mortgage is subject to a prior mortgage dated 19\_\_\_\_\_, executed by \_\_\_\_\_, for the sum of \$\_\_\_\_\_. That prior mortgage was in \_\_\_\_\_, Tennessee, in \_\_\_\_\_.

Book      Date       
TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mungo G. Lu and for the use and behoof of Mungo G. Lu  
and his heirs and assigns, forever.

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

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required 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. Mortgagor 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. Mortgagor 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 Mortgagor of any obligation required of them under paragraphs 3 and 4 of this Agreement, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and expenses which Mortgagor has agreed to pay under the terms of the Agreement and this Mortgage, and any and all amounts so paid shall be a part of the debt hereby created and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagor will neither exempt nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagor default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagor may forthwith bring an action of Mortgagor to evict the property, 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 or sale and costs of sale.

BU 4103 2016/2017 Ed. No. 3

"EXHIBIT A"

May 8, 2000

Cathy A. Green  
P. O. Box 72  
Woodland, PA 16881

# 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): Larry J. and Cathy A. Green  
PROPERTY ADDRESS: P. O. Box 72, Woodland, PA 16881  
LOAN ACCOUNT NUMBER: 711806-10-126371  
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

"EXHIBIT B"

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 P. O. Box 72, Woodland, PA 16881 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$246.88 for the months of July 1999 through April 2000

Other charges: \_\_\_\_\_

**TOTAL AMOUNT PAST DUE: \$2,601.31**

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 \$2,601.31, 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  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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.

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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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126  
Phone Number: 1-800-958-2540, Ext.  
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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 878  
RETURN RECEIPT REQUESTED

---

May 8, 2000

Larry J. Green  
P. O. Box 72  
Woodland, PA 16881

# 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 (HEAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEAP 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 NOTIFICATION 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): Larry J. and Cathy A. Green  
PROPERTY ADDRESS: P. O. Box 72, Woodland, PA 16881  
LOAN ACCOUNT NUMBER: 711806-10-126371  
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 P. O. Box 72, Woodland, PA 16881 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$246.88 for the months of July 1999 through April 2000

Other charges: \_\_\_\_\_

**TOTAL AMOUNT PAST DUE: \$2,601.31**

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 \$2,601.31, 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  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126  
Phone Number: 1-800-958-2540, Ext.  
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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 877  
RETURN RECEIPT REQUESTED

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNERS' EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

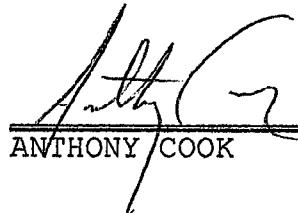
Consumer Credit Counseling Service of Western  
Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, Pa  
(814) 696-3546

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, Pa 15701  
(412) 465-2657  
FAX # (412) 465-5118

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, Pa 15901  
(814) 535-6556  
FAX # (814) 539-1688

VERIFICATION

The undersigned, Anthony Cook, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT CO., ET AL, 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.

  
\_\_\_\_\_  
ANTHONY COOK

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial : Court of Common Pleas  
Mortgage Co. of Pennsylvania :  
961 Weigel Drive, P.O. Box 8634 : I hereby certify this to be a true  
Elmhurst, IL 60126-1058 : and attested copy of the original  
: statement filed in this case.

v.

Larry J. Green :  
P.O. Box 72 :  
Woodland, PA 16881 :  
and :  
Cathy A. Green :  
P.O. Box 72 :  
Woodland, PA 16881 :

:  
: JUL 17 2000  
Attest: *William L. Billotte*  
Prothonotary  
Number 00-822-CO

#### CIVIL ACTION/MORTGAGE FORECLOSURE

##### **NOTICE**

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

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

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

##### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas ex-puestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. 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 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

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       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| Larry J. Green                  | : |                       |
| P.O. Box 72                     | : |                       |
| Woodland, PA 16881              | : |                       |
| and                             | : |                       |
| Cathy A. Green                  | : |                       |
| P.O. Box 72                     | : | Number                |
| Woodland, PA 16881              | : |                       |

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Larry J. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is P.O. Box 72, Woodland, PA 16881.

3. The Defendant is Cathy A. Green, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is P.O. Box 72, Woodland, PA 16881.

4. On 10/2/97, 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 1877, Page 410.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 72, Woodland, PA 16881.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/99 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                 | \$15,391.65      |
| Interest 6/1/99 through 6/20/00   | \$ 2,167.70      |
| (Plus \$6.03 per diem thereafter) |                  |
| Attorney's Fee                    | \$ 1,500.00      |
| Cost of Suit                      | \$ 225.00        |
| Appraisal Fee                     | \$ 125.00        |
| Title Search                      | <u>\$ 200.00</u> |
| GRAND TOTAL                       | \$19,609.35      |

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 \$19,609.35, together with interest at the rate of \$6.03 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

1827/410

VOL 1877 PAGE 410

OPEN-END MORTGAGE

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

THIS MORTGAGE, made on this 2ND day of OCTOBER 19-87, between LARRY J. GREEN AND CATHY A. GREEN, HUSBAND AND WIFE, 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 1067 PENNSYLVANIA AVE., TYRONE, Pennsylvania,

hereafter called "Mortgagee".

WITNESSETH, that in return 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 \$ 15,400.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, all the following described real estate, hereafter called "Property," situated in the  City  
of  Borough  Township of  BRADFORD, County of  CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

"SEE ATTACHED EXHIBIT A"

Municipal Tax Lot  , Block  , Uniform Parcel Identifier  106-209-633-20  . Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No.  1638  , Page  398  , as the Property therein described.

If this box is checked, this Mortgage is subject to a prior mortgage dated  19  , executed by  Mortgagors to  Mortgagor for 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 Mortgagors, to and for the use and benefit of Mortgagors, 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 Mortgagor shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay over the 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 or 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 part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagor may forthwith bring an action of Mortgage foreclosure hereon or institute other forcible 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.

PL 4 PA 3W32/2A, ED. NOV. '74

"EXHIBIT A"

May 8, 2000

Cathy A. Green  
P. O. Box 72  
Woodland, PA 16881

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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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): Larry J. and Cathy A. Green  
PROPERTY ADDRESS: P. O. Box 72, Woodland, PA 16881  
LOAN ACCOUNT NUMBER: 711806-10-126371  
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

"EXHIBIT B"

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 P. O. Box 72, Woodland, PA 16881 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$246.88 for the months of July 1999 through April 2000

Other charges: \_\_\_\_\_

**TOTAL AMOUNT PAST DUE: \$2,601.31**

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 \$2,601.31, 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  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126  
Phone Number: 1-800-958-2540, Ext.  
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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 878  
RETURN RECEIPT REQUESTED

May 8, 2000

Larry J. Green  
P. O. Box 72  
Woodland, PA 16881

# 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 (HEAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEAP 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 NOTIFICATION 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): Larry J. and Cathy A. Green  
PROPERTY ADDRESS: P. O. Box 72, Woodland, PA 16881  
LOAN ACCOUNT NUMBER: 711806-10-126371  
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).

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Other charges: \_\_\_\_\_

**TOTAL AMOUNT PAST DUE: \$2,601.31**

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 \$2,601.31, 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  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126

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: 961 Weigel Drive, P.O. Box 8634, Elmhurst, IL 60126  
Phone Number: 1-800-958-2540, Ext.  
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.)

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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.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER Z 247 671 877  
RETURN RECEIPT REQUESTED

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNERS' EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western  
Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, Pa  
(814) 696-3546

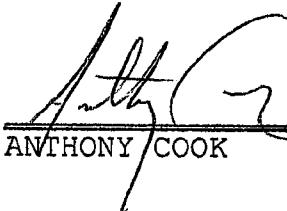
Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, Pa 15701  
(412) 465-2657  
FAX # (412) 465-5118

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, Pa 15901  
(814) 535-6556  
FAX # (814) 539-1688

---

VERIFICATION

The undersigned, Anthony Cook, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT CO., ET AL, 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.

  
\_\_\_\_\_  
ANTHONY COOK



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

Copy

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

### Notice of Proposed Termination of Court Case

November 10, 2005

NOV 10 2005

Prothonotary

RE: 00-822-CD  
Beneficial Consumer Discount Company  
Vs.  
Larry J. Green and Cathy A. Green

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholic".

David S. Meholic  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
**CLEARFIELD, PENNSYLVANIA 16830**

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-822-CD  
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By the Court,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick  
Court Administrator

00-822-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED

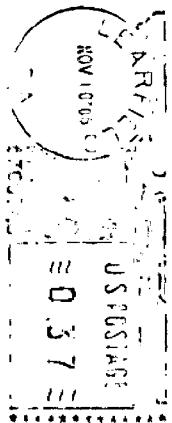
NOV 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Larry J. Green  
Cathy A. Green  
P.O. Box 72  
Woodland, PA

INSUFFICIENT ADDRESS  
 ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER/ STREET  
 NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

✓ R T S  
REURN TO SENDER



668-00



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

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COURT ADMINISTRATOR

PHONE: (814) 765-2641  
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MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

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November 10, 2005

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**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

|            |            |            |
|------------|------------|------------|
| 96-0188-CD | 00-0793-CD | 00-1532-CD |
| 96-1586-CD | 00-0799-CD | 01-0146-CD |
| 98-1317-CD | 00-0822-CD | 01-0237-CD |
| 00-0046-CD | 00-0823-CD | 01-1030-CD |
| 00-0143-CD | 00-0992-CD | 01-1869-CD |
| 00-0203-CD | 00-1019-CD | 02-0373-CD |
| 00-0533-CD | 00-1061-CD | 02-0374-CD |
| 00-0543-CD | 00-1062-CD | 02-1300-CD |
| 00-0567-CD | 00-1078-CD | 02-1308-CD |
| 00-0629-CD | 00-1085-CD | 02-1610-CD |
| 00-0732-CD | 00-1220-CD | 03-0091-CD |
| 00-0756-CD | 00-1264-CD | 03-0138-CD |
| 00-0760-CD | 00-1321-CD | 03-0172-CD |
| 00-0768-CD | 00-1372-CD | 03-1148-CD |
| 00-0782-CD | 00-1386-CD | 03-1176-CD |
| 00-0791-CD | 00-1492-CD |            |

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

FILED  
MAY 04 2006  
W  
William A. Shaw  
Prothonotary/Clerk of Courts

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

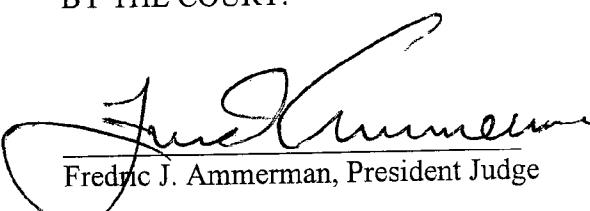
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>rd</sup> day of May, 2006, the Court hereby directs the  
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

|            |            |            |
|------------|------------|------------|
| 96-0188-CD | 00-0793-CD | 00-1532-CD |
| 96-1586-CD | 00-0799-CD | 01-0146-CD |
| 98-1317-CD | 00-0822-CD | 01-0237-CD |
| 00-0046-CD | 00-0823-CD | 01-1030-CD |
| 00-0143-CD | 00-0992-CD | 01-1869-CD |
| 00-0203-CD | 00-1019-CD | 02-0373-CD |
| 00-0533-CD | 00-1061-CD | 02-0374-CD |
| 00-0543-CD | 00-1062-CD | 02-1300-CD |
| 00-0567-CD | 00-1078-CD | 02-1308-CD |
| 00-0629-CD | 00-1085-CD | 02-1610-CD |
| 00-0732-CD | 00-1220-CD | 03-0091-CD |
| 00-0756-CD | 00-1264-CD | 03-0138-CD |
| 00-0760-CD | 00-1321-CD | 03-0172-CD |
| 00-0768-CD | 00-1372-CD | 03-1148-CD |
| 00-0782-CD | 00-1386-CD | 03-1176-CD |
| 00-0791-CD | 00-1492-CD |            |

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED  
09-18-2006 IEC CJA  
MAY 04 2006 IEC MDS  
Ford, Ireland, Ludella  
William A. Shaw  
Prothonotary/Clerk of Courts