

00-1100-CD
Beneficial Cons. Vs John Bloom al

00

00-1100-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a -vs- JOHN L. BLOOM
etal

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

FILED

SEP 07 2000

William A. Shaw
Prothonotary

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379
and

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

Number 00-1100-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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. Ademais, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial Mortgage : Court of Common Pleas
Company of Pennsylvania :
961 Weigel Drive, P.O. Box 8604 :
Elmhurst, IL 60126 :

v. :

John L. Bloom :
355 Zion Church Road :
Rockingham, NC 28379 :
and :
Joann Bloom :
355 Zion Church Road :
Rockingham, NC 28379 :

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

1957/179

VOL 1957 PAGE 179

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

THIS MORTGAGE, entered into this 30TH day of JULY, 1998, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," and
FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation,
& FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation, hereafter called "Mortgagee,"
 having an office and place of business at 90 BRAVER DRIVE DUBOIS

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
 date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 PIKE, County of CLEARFIELD, Commonwealth of Pennsylvania,
 described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
 CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
 BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
 09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
 STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.

TAX PARCEL ID: 126.0-93562
 ADDRESS: 219 MICHLIN ST.
 CURCUENSVILLE, PA 16833

Municipal Tax Lot _____ Block _____ Uniform Parcel Identifier 126.0-93562
 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. 1872, Page 62, as the Property therein described.
 If this tax is checked, this Mortgage is subject to a prior mortgage dated _____, executed by
 Mortgagors to _____ as mortgagee.
 which prior mortgage secures payment of a promissory note in the principal amount of \$ _____, That prior mortgage was
 recorded on _____, 19____, with the Recorder of the County of _____, Pennsylvania, in
 book _____, Page _____.

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

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

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

mc101155

Vol. 1957 Page 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even due between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

John L. Bloom (SEAL)
JOHN L. BLOOM
Joann Bloom (SEAL)
JOANN BLOOM

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD) ss.:

On this the 30th day of JULY, 19 98, before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
(Name of Parties)

known to me (or satisfactorily proven) to be the person whose name, AR: subscribed to the within instrument and acknowledged
to be

that THEY executed the same for the purposes herein contained.

WITNESS my hand and seal, the day
(SEAL)

Notarial Seal: O
William L. Kurtz, Notary Public
County of Clearfield, Pa.
My Commission Expires 12, 2001

My commission expires:

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

Member, Pennsylvania Association of Notaries

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 PAGE 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA 15801

Witness my hand, this 30th day of JULY

1998

Cathy Kocher
 Agent of Mortgagee

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 5:57 PM
 BY *[Signature]*
 FEES 15.00
 Karen L. Starck, Recorder



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

REC PA DIVISION, ED, NEW PA

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Year of Marriage

OF BENEFICIAL MORTGAGE COMPANY
 25 HUNTER ROAD, CONSUMERS RESIDENT COMPANY
 4110 Bedford Mortgage Co. of Pennsylvania

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

Edm

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

of

is the office for Recording of Deeds of this County.

Page

in Mortgage Book No.

RECORDED

Entered of Record 8-6 1998 F-577777 Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO A ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97 .

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

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 NOTIFICACIO 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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION

5

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

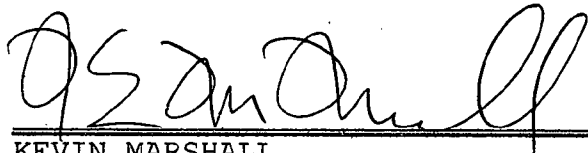
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



KEVIN MARSHALL

for services
performed by
Registered Agent
Document

DocuSign Envelope ID: [illegible]

8 JAN 09 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

SEP 07 2000
M 12 28
William A. Shaw
Prothonotary

city m-cabe

pd. \$80.00

acc Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10161

BENEFICIAL CONSUMER DISCOUNT

00-1100-CD

VS.

BLOOM, JOHN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 13, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JOHN L. BLOOM AND JOANN BLOOM, DEFENDANTS. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
19.66	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY:

FILED

OCT 25 2000
O 4:00
William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day of October 2000
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

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

v.

SEP 07 2000

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379
and
Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

Attest.

William L. Bloom
Prothonotary

Number 00-1100-20

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
John L. Bloom	:	
355 Zion Church Road	:	
Rockingham, NC 28379	:	
and	:	
Joann Bloom	:	
355 Zion Church Road	:	Number
Rockingham, NC 28379	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

1957/1179

VOL 1957 PAGE 179

OPEN-END MORTGAGE

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

THIS MORTGAGE, entered into this 30TH day of JULY, 1998, between JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," and FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation, as Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania Corporation, hereafter called "Mortgagee," having an office and place of business at 90 BRAVER DRIVE DUBOIS, Pennsylvania,

WITNESSETH, that in secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 of Township of PIKE County of CLEARFIELD Commonwealth of Pennsylvania, described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.

TAX PARCEL ID: 126.0-93562
ADDRESS: 219 MICHLIN ST.
CURCUENSVILLE, PA 16833

Municipal Tax lot Block Conform Parcel Identifier 126.0-93562
Having 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. 1872 Page 62 as the Property therein described.
If this box is checked, this Mortgage is subject to a prior mortgage dated 19 executed by Mortgagors as mortgagee. That prior mortgage was recorded on 19 with the Recorder of the County of Pennsylvania, in Book Page

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

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

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

mch101155

Vol. 1957 Page 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even due between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

John L. Bloom (SEAL)
JOHN L. BLOOM
Joann Bloom (SEAL)
JOANN BLOOM

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss.

On this the 30th day of JULY, 1998, before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
(Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged
that they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day

(SEAL) [Signature]
Notary Public for the State of Pennsylvania
My commission expires 12/31/2001

My commission expires:

RL 4 PA 2012/25, Ed. Nov. '04

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 PAGE 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA 15801

Witness my hand, this 30th day of JULY

1998

Cathy Kocher
 Agent of Mortgagee

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 5:57 PM
 BY *Karen L. Starck*
 FEES *15.00*
 Karen L. Starck, Recorder.



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

REC'D PA DIVISION, ED. NINE, 98

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOAN BLOOM
Joint and Several

BENEFICIAL MORTGAGE COMPANY
 BENEFICIAL MORTGAGE COMPANY
 90 Beaver Drive, Dubois, PA 15801

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

COMMONWEALTH OF
 PENNSYLVANIA

COUNTY OF

RECORDED on this _____ day
 of _____ 19____
 in the office for Recording of Deeds of this County.
 Page _____
 in Mortgage Book No. _____

RECORDER

Entered of Record 8-6-1998 5:57 PM Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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 INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL

CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION
IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING
FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges:_____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

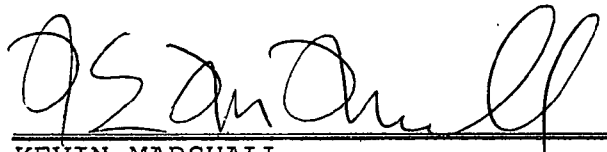
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



KEVIN MARSHALL

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

I hereby certify this is a true
and attested copy of the original
statement filed.

SEP 07 2000

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379
and
Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

Attest:

William L. Bloom
Prothonotary

Number 00-1100-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
John L. Bloom	:	
355 Zion Church Road	:	
Rockingham, NC 28379	:	
and	:	
Joann Bloom	:	
355 Zion Church Road	:	Number
Rockingham, NC 28379	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:


Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

1957/179

VOL 1957 PAGE 179

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 30TH day of JULY, 1998, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," andFIDELITY CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation,
FIDELITY CONSUMER DISCOUNT COMPANY, a Beneficial Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation,having an office and place of business at 90 BEAVER DRIVE DUBOIS
hereafter called "Mortgagee,"WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 of Township of PIKE County of CLEARFIELD Commonwealth of Pennsylvania,
described as follows:ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.TAX PARCEL ID: 126.0-93562
ADDRESS: 219 MICHLIN ST.
CURCUENSVILLE, PA 16833Municipal Tax lot Block Conformity Street Identifier 126.0-93562
Having 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. 1872 Page 62 as the Property therein described.
If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by
Mortgagors to as mortgagee. That prior mortgage was
which prior mortgage secures payment of a promissory note in the principal amount of \$, recorded on 19 with the Recorder of the County of Pennsylvania, in
book PageTO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its
successors and assigns, forever.

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

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

mch101155

VOL 1957 PAGE 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

JOHN L. BLOOM (SEAL)

JOANN BLOOM (SEAL)

JOANN BLOOM (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD) ss.:

On this the 30th day of JULY, 19 98, before me, WILLIAM L. KURTZ

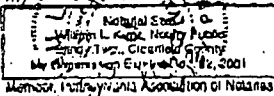
the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM

known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged

that they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day

(SEAL)



My commission expires:

RL 4 PA 20122/25, Ed. Rev. '01

Member, National Association of Notaries

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 PAGE 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
90 BEAVER DRIVE, DUBOIS, PA 15801

Witness my hand, this 30th day of JULY

1998.

Cathy Kocher
MortgageeI hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.8-6-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 5:57 PM
BY Karen L. Starck
FEES 15.00
Karen L. Starck, Recorder.Karen L. Starck
Karen L. Starck
Recorder of Deeds

RL 4 PA 2022/25, Ed. Nov. 94

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM
MortgageeBENEFICIAL MORTGAGE COMPANY
OF PENNSYLVANIA
Beneficial Mortgage Co. of Pennsylvania

90 BEAVER DRIVE

DUBOIS, PA 15801

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

of

in the office for Recording of Deeds of this County.

Page

in Mortgage Book No.

RECORDED

Entered of Record 8-6-1998 5:57 PM Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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 INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges:_____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL

CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION
IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING
FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges:_____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

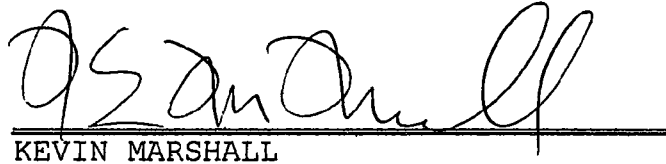
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.


KEVIN MARSHALL

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


Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
v.	:	
JOHN L. BLOOM and	:	NUMBER 00-1100-CD
JOANN BLOOM	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

NOV 13 2000

William A. Shaw
Prothonotary

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379
and
Joann Bloom
355 Zion Church Road
Rockingham, NC 28379



Number 00-1100-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County
Company d/b/a Beneficial Mortgage : Court of Common Pleas
Company of Pennsylvania :
961 Weigel Drive, P.O. Box 8604 :
Elmhurst, IL 60126 :

v. :

John L. Bloom :
355 Zion Church Road :
Rockingham, NC 28379 :
and :
Joann Bloom :
355 Zion Church Road : Number
Rockingham, NC 28379 :

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

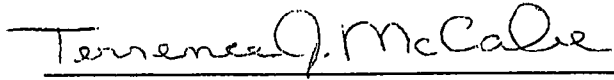
Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

VOL 1957 PAGE 179

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 30TH day of JULY, 1998, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," andFIDELITY NATIONAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
OR FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY d/b/a Fidelity Mortgage Co. of Pennsylvania,
a Pennsylvania corporation,having an office and place of business at 90 BEAVER DRIVE DUBOIS
hereafter called "Mortgagee,"WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 of Township of PIKE County of CLEARFIELD Commonwealth of Pennsylvania.
described as follows:ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.TAX PARCEL ID: 126.0-93562
ADDRESS: 219 MICHLIN ST.
CURCUENSVILLE, PA 16833Municipal Tax Map Block 62, Parcel Identifier 126.0-93562
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. 1872, Page 62, as the Property therein described.
If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by
Mortgagors to as mortgagee.
which prior mortgage secures payment of a promissory note in the principal amount of \$ That prior mortgage was
recorded on 19 with the Recorder of the County of Pennsylvania, in
Book PageTO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its
successors and assigns, forever.

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

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

mch101155

VOL 1957 PAGE 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

[Signature] Witness
[Signature] Witness
[Signature] Witness

[Signature] (SEAL)
 JOHN L. BLOOM
[Signature] (SEAL)
 JOANN BLOOM

COMMONWEALTH OF PENNSYLVANIA)
) ss:
 COUNTY OF CLEARFIELD)

On this the 30th day of JULY, 1998, before me, WILLIAM L. KURTZ
 (Name of Officer)

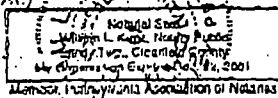
the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
 (Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day
 (SEAL)

My commission expires:

RL 4 to 20/23/25, Ed. Pub. 101



[Signature]
 Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 OF 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA. 15801

Witness my hand, this 30th day of JULY

1998

Cathy Kocher
 Agent of Mortgagee

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD

TIME 5:57 PM
 BY *Karen L. Starck*
 FEES \$5.00

Karen L. Starck, Recorder



Karen L. Starck

Karen L. Starck
 Recorder of Deeds

REC-4 PA 21000000 (03, Nov. '94)

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOAN BLOOM

Sole of Mortgages

- In -

BY BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA
 90 BEAVER DRIVE
 DUBOIS, PA 15801

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

in the office for Recording of Deeds of this County.

Page

in Mortgage Book No.

RECORDED

Entered of Record 8-6-1998 5:57 PM Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL

CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION
IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING
FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges:_____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

FILED

NOV 13 2000
11:30 AM
William A. Shaw
Prothonotary

(Signature)

McLabe
PD 67.00

3 Comp. Received
Shaw

Document
Reinstated/Reissued to Sheriff/Attorney
for Service.

Deputy Prothonotary

11-13-00 Document
Reinstated/Reissued to Sheriff/Attorney
for Service.

Deputy Prothonotary

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


Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA :
v. :
JOHN L. BLOOM :
and :
JOANN BLOOM : NUMBER 00-1100-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

JAN 08 2001

William A. Shaw
Prothonotary

1.801 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

FILED

JAN 08 2001

W. A. Shaw
William A. Shaw
Prothonotary

22

\$7.00

2 Comp to Sheriff

E. J. Shaw

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

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379
and
Joann Bloom
355 Zion Church Road
Rockingham, NC 28379



Number 00-1100-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
John L. Bloom	:	
355 Zion Church Road	:	
Rockingham, NC 28379	:	
and	:	
Joann Bloom	:	
355 Zion Church Road	:	Number
Rockingham, NC 28379	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

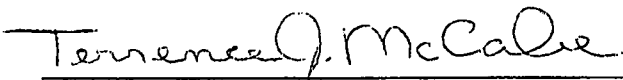
Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

1957/179

VOL 1957 PAGE 179

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 30TH day of JULY, 1998, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," andFIDELITY NATIONAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
& FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY d/b/a Fidelity Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation, hereafter called "Mortgagee,"having an office and place of business at 90 BEAVER DRIVE DUBOIS
hereafter called "Mortgagee,"WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 of Township of PIKE, County of CLEARFIELD, Commonwealth of Pennsylvania,
described as follows:ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.TAX PARCEL ID: 126.0-93562
ADDRESS: 219 MICHLIN ST.
CURCUENSVILLE, PA 16833Municipal Tax Map Block (Confirm Parcel Identifier 126.0-93562)
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. 1872, Page 62, as the Property therein described.
If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by
Mortgagors to as mortgagee.
which prior mortgage secures payment of a promissory note in the principal amount of \$ That prior mortgage was
recorded on 19 With the Recorder of the County of Pennsylvania, in
Book PageTO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its
successors and assigns, forever.

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

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

mch101155

VOL 1957 PAGE 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seals affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

John L. Bloom (SEAL)
JOHN L. BLOOM
Joann Bloom (SEAL)
JOANN BLOOM

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss:

On this the 30th day of JULY, 1998, before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
(Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged

that THEY executed the same for the purposes herein contained.

WITNESS my hand and seal, the day
(SEAL)

My commission expires:

RL 4 PA 20122/25, Ex. No. 04

Notary Seal
William L. Kurtz, Notary Public
Clearfield County, PA
My Commission Expires 02-28-2001

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 PAGE 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA 15801

Witness my hand, this 30th day of JULY

1998.

Cathy Kocher
 Agent of Mortgage

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 5:57 PM
 BY *Karen L. Starck*
 FEES *1.50*
 Karen L. Starck, Recorder



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

REC'D PA DIVISION (U), Nov. 1998

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOAN BLOOM

Agent of Mortgage

OF BENEFICIAL MORTGAGE COMPANY
 90 BEAVER DRIVE
 DUBOIS, PA 15801
 Agent of Mortgage Co. of Pennsylvania

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

of

in the office for Recording of Deeds of this County.

Page

in Mortgage Book No.

RECORDED

Entered of Record 8-6-1998 5:57 PM Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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 INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

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 NOTIFICACIO 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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION

IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

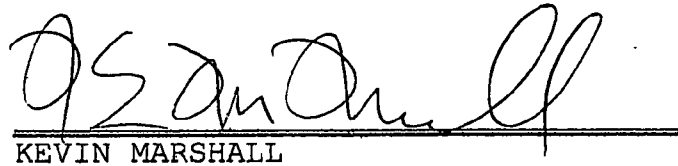
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



KEVIN MARSHALL

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10161

BENEFICIAL CONSUMER DISCOUNT

00-1100-CD

VS.

BLOOM, JOHN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 30, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOANN BLOOM, DEFENDANT BY CERTIFIED MAIL # 7000 0600 0023 2701 1663 AT PO BOX 2464, ROCKINGHAM, NC 28380 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT WITH ADDRESS OF 96 VALLEY HEIGHTS DR., WILLIAMSPORT, PA. 17701. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

NOW JANUARY 4, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN L. BLOOM, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME

NOW JANUARY 4, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANT AT 219 MICHLIN ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

Return Costs

Cost	Description
-------------	--------------------

37.34	SHFF. HAWKINS PAID BY: ATTY.
--------------	-------------------------------------

30.00	SURCHARGE PAID BY: ATTY
--------------	--------------------------------

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10161

BENEFICIAL CONSUMER DISCOUNT

00-1100-CD

VS.

BLOOM, JOHN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

10th Day Of January 2001
William A. Shaw

Chester A. Hawkins
by Maury Hopper
Chester A. Hawkins
Sheriff

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

FILED

1/10/21 AM

JAN 10 2001

William A. Shaw
Prothonotary

WAS

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

JOANN-BLOOM

PO Box 64

Rockingham, N.C. 28380

COMPLETE THIS SECTION ON DELIVERY

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

Jo Ann Bloom

12-30-99

C. Signature

Jo Ann Bloom

☐ Agent☒ AddresseeD. Is delivery address different from item 1? ☒ YesIf YES, enter delivery address below: ☐ No96 Valley Heights Dr.
Wmspt. PA 17701

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1605

UNITED STATES POSTAL SERVICE



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

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

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

C-10161



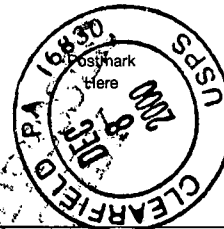
7000 0600 0023 2701 1663

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$6.83



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

JOANN BLOOM

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

PO Box 2464

City, State, ZIP+4

Rockingham, N.C. 28380

PS Form 3800, July 1999

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

C - 10161

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


Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
v.	:	
JOHN L. BLOOM and	:	NUMBER 00-1100-CD
JOANN BLOOM	:	

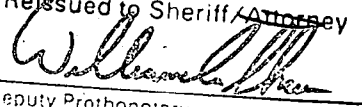
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

111300 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorney for Plaintiff

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

Clearfield County
Court of Common Pleas

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379

and

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379



Number 00-1100-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 SINOTIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

1957/179

VOL 1957 PAGE 179

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

THIS MORTGAGE, entered into this 30TH day of JULY, 1998, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," and
FIDELITY NATIONAL CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation,
60 KENNEDY CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation, hereafter called "Mortgagee,"
 having an office and place of business at 90 BRAVER DRIVE DUBOIS, Pennsylvania,

WITNESSETH, that in secure payment by Mortgagors of a Credit Line Agreement, hereafter called "Agreement," of even
 date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 PIKE Township of CLEARFIELD County of CLEARFIELD, Commonwealth of Pennsylvania,
 described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
 CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
 BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
 09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
 STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.

TAX PARCEL ID: 126.0-93562
 ADDRESS: 219 MICHLIN ST.
 CURCUENSVILLE, PA 16833

Municipal Tax lot Block 126.0-93562
 Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in
 Book No. 1872 Page 62 as the Property therein described.
 If this box is checked, this Mortgage is subject to a prior mortgage dated 19 executed by
 Mortgagors to as mortgagee,
 which prior mortgage secures payment of a promissory note in the principal amount of \$ That prior mortgage was
 recorded on 19 with the Recorder of the County of Pennsylvania, in
 Book Page

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

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

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

mch101158

Vol 1957 Page 180

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

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

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

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage with seals affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

JOHN L. BLOOM (SEAL)

JOANN BLOOM (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss:

On this the 30th day of JULY, 19 98, before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
(Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged
that they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day
(SEAL)

My commission expires:

RL 4 PA 20122/25, Ed. Nov. '01

Notary Public
William L. Kurtz, Notary Public
Clearfield County
My Commission Expires 11/12/2001

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 Page 181

I, CATHY KOCHER

of BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA. 15801

Witness my hand, this 30th day of JULY

1998.

Cathy Kocher
 Agent of Mortgagee

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 5:57 PM
 BY *[Signature]*
 FEES 15.00
 Karen L. Starck, Recorder



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

REC'D PA 08/16/2000 17:31

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE
 RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA
 Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

in

the

Mortgage

Book

No.

Page

181

1998

by

Karen L. Starck

Recorder of Deeds

Clearfield County

Pennsylvania

8-6-98

5:57 PM

15.00

[Signature]

Cathy Kocher

Agent of Mortgagee

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Home of Mortgagee

Q ENTERED FOR RECORDED IN THE

RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA

Office of the Recorder of Deeds, Clearfield County

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

1st Floor

COMMONWEALTH OF

PENNSYLVANIA

COUNTY OF

RECORDED on this

day

19

98

at

the

office

for

Recording

of

this

County

of

this

Commonwealth

of

Pennsylvania

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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 INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL

CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION
IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING
FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
Address: P.O. Box 4153, Carol Stream, IL 60197-4153
Phone Number: 1-800-958-2540, 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.**

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION

IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

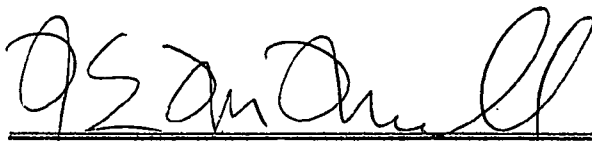
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



KEVIN MARSHALL

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


Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE COMPANY OF PENNSYLVANIA	:	
v.	:	
JOHN L. BLOOM and	:	NUMBER 00-1100-CD
JOANN BLOOM	:	

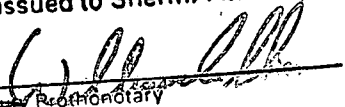
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

111300 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496

Attorney for Plaintiff

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

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

Clearfield County
Court of Common Pleas

v.

John L. Bloom
355 Zion Church Road
Rockingham, NC 28379

and

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379



Number 00-1100-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County.
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Company of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
John L. Bloom	:	
355 Zion Church Road	:	
Rockingham, NC 28379	:	
and	:	
Joann Bloom	:	
355 Zion Church Road	:	Number
Rockingham, NC 28379	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is John L. Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 355 Zion Church Road, Rockingham, NC 28379.

3. The Defendant is Joann Bloom, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 355 Zion Church Road, Rockingham, NC 28379.

4. On July 30, 1998, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1957, Page 179.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 219 Michlin Street, Curwensville, PA 16833.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due December 1, 1999 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:


Principal Balance	\$35,797.01
Interest 11/01/99 through 07/27/00 (Plus \$20.43 per diem thereafter)	\$ 7,805.55
Attorney's Fee	\$ 1,789.85
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,942.41

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 \$45,942.41, together with interest at the rate of \$20.43 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

1957/179

VOL 1957 PAGE 179

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

THIS MORTGAGE, entered into this 30TH day of JULY, 1996, between
JOHN L. BLOOM AND JOANN BLOOM, hereafter called "Mortgagors," and
FUTURE CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
& FUTURE CONSUMER DISCOUNT COMPANY is a Beneficial Mortgage Co. of Pennsylvania,
 a Pennsylvania Corporation,
 having an office and place of business at 90 BEAVER DRIVE DUBOIS
 hereafter called "Mortgagee."

WHEREAS, that in secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
 date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 35000.00, 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 PIKE, County of CLEARFIELD, Commonwealth of Pennsylvania,
 described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF
 CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:
 BEING LOT B-21, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED
 09/05/1997 AND RECORDED 09/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND
 STATE SET FORTH ABOVE, IN VOLUME 1872 PAGE 62.

TAX PARCEL ID: 126.0-93562
 ADDRESS: 219 MICHLIN ST.
 CURCUENSVILLE, PA 16833

Municipal Tax Lot Block Uniform Parcel Identifier 126.0-93562
 Being premises conveyed to Mortgagee by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in
 Deed Book No. 1872, Page 62, as the Property therein described.
 If this box is checked, this Mortgage is subject to a prior mortgage dated 10, executed by
 Mortgagors to as mortgagee. That prior mortgage was
 which prior mortgage secures payment of a promissory note in the principal amount of \$ 19 with the Recorder of the County of Pennsylvania,
 recorded on Page
 Book Page

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

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

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

mcl01155

VOL 1957 PAGE 180

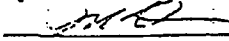
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor, or any person claiming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


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

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


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


Signed, sealed and delivered in the presence of:



Witness


Witness



JOHN L. BLOOM (SEAL)


JOANN BLOOM (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss.:

On this the 30th day of JULY, 1998, before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared JOHN L. BLOOM AND JOANN BLOOM
(Name of Borrower)

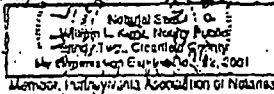
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged


that they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day and date first above written.
(SEAL)

My commission expires:

RL 4 Pa 20122/23, Ed. Not. W


Notary Public
Clearfield County
My Commission Expires 12/31/2001



Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1957 PAGE 181

I, CATHY KOCHER

OF BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
 90 BEAVER DRIVE, DUBOIS, PA. 15801

Witness my hand, this 30th day of JULY

1998.

Cathy Kocher
 Agent of Mortgagee

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

8-6-98
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 5:57 PM
 BY *Karen L. Starck*
 FEES 1.50
 Karen L. Starck, Recorder



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

REC'D PA DEEDS, ED. NOV. '98

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

JOHN L. BLOOM AND JOANN BLOOM

Trust of Mortgagee

TO BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA
 AS BENEFICIAL MORTGAGEE OF THE FOREGOING MORTGAGE
 Also Beneficial Mortgage Co. of Pennsylvania

Mortgage

90 BEAVER DRIVE

DUBOIS, PA 15801

F. L. Starck

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RETURNED on this

day

19

of

in the office for Recording of Deeds of this County.

Page

in Mortgage Book No.

RECORDED

Entered of Record 8-6-1998 5:57 PM Karen L. Starck, Recorder

August 23, 1999

Joann Bloom
355 Zion Church Road
Rockingham, NC 28379

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 INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING

FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 831
RETURN RECEIPT REQUESTED

August 23, 1999

John Bloom
355 Zion Church Road
Rockingham, NC 28379

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL

CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION
IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING
FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES
SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.

HOMEOWNER'S NAME(S): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You

may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

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

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 830
RETURN RECEIPT REQUESTED

August 23, 1999

Occupant(s)
219 Michline Ave.
Curwensville, PA 16833

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): Joann and John Bloom
PROPERTY ADDRESS: 219 Michline Ave. Curwensville, PA 16833
LOAN ACCOUNT NUMBER: 711723-04-1168672
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 219 Michline Ave. Curwensville, PA 16833 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$749.67 for the months of June 1999 through August 1999

Other charges: _____

TOTAL AMOUNT PAST DUE: \$2168.97

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 \$2168.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 5 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

Very truly yours,

TERRENCE J. McCABE

TJM/ddp

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER Z 282 004 564
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

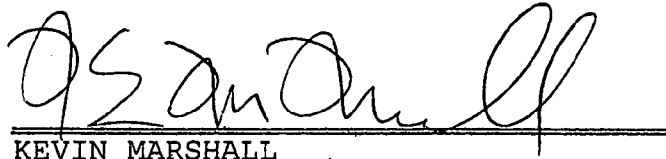
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Kevin Marshall, hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company 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 PA.C.S. §4904 relating to unsworn falsification to authorities.


KEVIN MARSHALL

RECEIVED ON 11/13/00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10161

BENEFICIAL CONSUMER DISCOUNT

00-1100-CD

VS.

BLOOM, JOHN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 10, 2001, CHARLES T. BREWER, SHERIFF OF LYCOMING COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOANN BLOOM, DEFENDANT.

FILED

FEB 12 2001

m 11:50 am
William A. Shaw
Prothonotary E 228

NOW JANUARY 12, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOANN BLOOM, DEFENDANT BY DEPUTIZING THE SHERIFF OF LYCOMING COUNTY. THE RETURN OF SHERIFF BREWER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW JANUARY 22, 2001 AT 12:55 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN L. BLOOM, DEFENDANT AT CLEARFIELD COUNTY COURTHOUSE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN L. BLOOM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: RYEN

Return Costs

Cost	Description
32.34	SHFF. HAWKINS PAID BY: ATTY.
23.50	SHFF. BREWER PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10161

BENEFICIAL CONSUMER DISCOUNT

00-1100-CD

VS.

BLOOM, JOHN L.

COMPLAINT IN MORTGAGE FORECLOSURE


SHERIFF RETURNS

Sworn to Before Me This

10th Day Of *February* 2001


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

So Answers,


Chester A. Hawkins
Sheriff

Case No 2000-01100 T
BENEFICIAL CONSUMER DISCOUNTCO (VS) JOHN & JOANN BLOOM

Date
Filed

1/08/01 COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND, FILED.
TIME STAMPED. 75.00 DEPOSIT
(FROM CLEARFIELD COUNTY). SERVE JOANN BLOOM ONLY.

1/12/01 AT 1:50 P.M., SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
UPON THE WITHIN NAMED DEFENDANT, JOANN BLOOM, BY HANDING A TRUE
AND ATTESTED COPY OF SAME TO HER PERSONALLY, AT 96 VALLEY HEIGHTS
DRIVE, WILLIAMSPORT, PA., AND BY MAKING KNOWN TO HER THE CONTENTS
THEREOF. SO ANSWERS, CHARLES T. BREWER, SHERIFF OF LYC. CO., PA.;
BY: DEBRA E. REED, DEPUTY. SHERIFF'S COSTS

1/12/01 SHERIFF'S COSTS: \$23.50.

1/23/01 SHERIFF'S FILE PROCESSED
Case Type: MORTGAGE FORECLOSURE Ret Type.: Regular
Litigant.: BLOOM JOANN
Address...: 96 VALLEY HEIGHTS DRIVE
Cty/St/Zp: WILLIAMSPORT,, PA
Hnd To: HER PERSONALLY
Shf/Dpty.: DEBRA E. REED
Date/Time: 01/12/2001 0001:50
Costs.....: \$23.50 Pd By: 75.00 DEPOSIT; 51.50 REFUND 00/00/0000

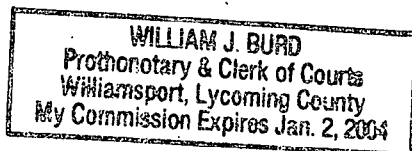
So Answers,

\$75.00 DEPOSIT
23.50 COST
\$51.50 REFUND
PAID 1-23-01

Charles T. Brewer
Charles T. Brewer,
SHERIFF OF LYCOMING COUNTY, PENNA.
Debra E. Reed
BY: Debra E. Reed,
Deputy

Sworn and Subscribed before me
this 31st day of January, 2001.

William J. Burd





Sheriff's Office Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT CO.

NO. 00-1100-CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

JOHN & JOANN BLOOM

SERVE BY: 2/7/01

OR

HEARING DATE:

SERVE: JOANN BLOOM

96
ADDRESS: 96 Valley Heights Drive, Williamsport, Pa. 17701

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of LYCOMING County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 10th day of JANUARY ~~2000~~ 2001.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: McCABE, WEISBERG & CONWAY, Attorneys

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: ⁵¹ John L. Bloom
355 Zion Church Road
Rockingham, NC., 28370
And
315 Bloomington Avenue
Curwensville, PA 16833

⁵¹ Joann Bloom
96 Valley Heights
Williamsport, Pa., 17701

FILED

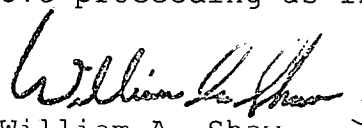
MAR 30 2001

William A. Shaw
Prothonotary

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE

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


William A. Shaw
Prothonotary

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA :

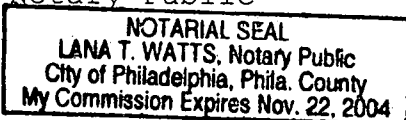
The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, John L. Bloom and Joann Bloom, are over eighteen (18) years of age and John L. Bloom resides at 315 Bloomington Avenue, Curwensville, Pa., 16833 and Joann Bloom resides at 96 Valley Heights Drive, Williamsport, Pa., 17701.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY
OF MARCH, 2001.

Lana T. Watts

Notary Public



Terrence J. McCabe

Terrence J. McCabe, Esquire

Attorney for Plaintiff

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

CERTIFICATION

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

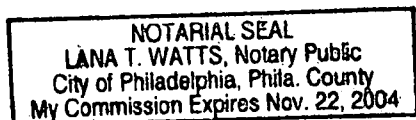
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY

OF MARCH, 2001.

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

Lana T. Watts
NOTARY PUBLIC



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

Attorney for Plaintiff

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania:	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$45,942.41
Interest from 7/28/00	<u>\$ 4,944.06</u>
TOTAL	\$50,886.47

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

AND NOW, this 30th day of March, 2001,

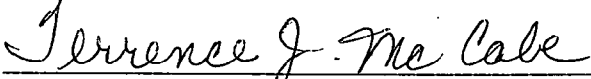
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a/ Beneficial Mortgage Company of Pennsylvania and against Defendant John L. Bloom and Joann Bloom and damages are assessed in the amount of \$50,886.47, plus interest and costs.

BY THE PROTHONOTARY:

William P. [Signature]

VERIFICATION

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


TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw
Prothonotary

February 13, 2001

To: Joann Bloom
96 Valley Heights Drive
Williamsport, PA 17701

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania:	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
V.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

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

TJM/11

Exhibit A

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

William A. Shaw
Prothonotary

February 13, 2001

To: John L. Bloom
315 Bloomington Avenue
Curwensville, PA 16833

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania:	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

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

TJM/11

Exhibit A

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

William A. Shaw
Prothonotary

February 13, 2001

To: John L. Bloom
355 Zion Church Road
Rockingham, NC 28370

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

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

TJM/11

Exhibit A

FILED

MAR 30 2001

William A. Shaw
Prothonotary

Atty pd.

20.00

Notice to John Bloomat NE address
Notice to Sean Bloom
Statement to ~~Attg~~ Attg

COPY

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

Beneficial Consumer Discount Co.
Plaintiff(s)

No.: 2000-01100-CD

Real Debt: \$50,886.47

Atty's Comm:

Vs.

Costs: \$

Int. From:

John Bloom
Joann Bloom
Defendant(s)

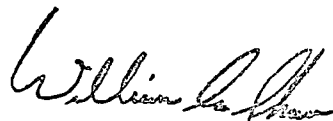
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 30, 2001

Expires: March 30, 2006

Certified from the record this 30th day of March, 2001.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Praecipe for Writ of Execution - Money Judgments.

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

vs.

John L. Bloom
Joann Bloom

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

NO. 00-1100-CD

~~Term 10x~~

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

FILED *Atty*
PL. 66.00
m/2:58 PM
MAR 30 2001 *Lewitz*
2 Shff
2 ce Praecipe
to Shff
William A. Shaw
Prothonotary

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

(2). against the following property 219 Michlin Street, Curwensville, Pa., 16833

John L. Bloom and Joann Bloom

of defendant(s) and

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

(4). and index this writ

(a) against John L. Bloom and Joann Bloom

defendant(s) and

(b) against N/A

, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

219 Michlin Street

Curwensville, Pa., 16833

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due \$50,886.47

Interest from 7/28/00 \$

Costs (to be added) \$

Terrence J. McCabe
Attorney for Plaintiff(s)

~~XXXXXX~~
~~Term, 19~~

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

PENNSYLVANIA

Sheriff

Beneficial Consumer Discount Company, d/b/a

Beneficial Mortgage Company of
Pennsylvania

VS.

John L. Bloom and

Joann Bloom

(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

Praecipe for Writ of Execution

Attorney for Plaintiff(s)

COPY

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

Beneficial Consumer Discount Co.

Vs.

NO.: 2000-01100-CD

John Bloom ,
Joann Bloom

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT CO., Plaintiff(s) from JOHN BLOOM , JOANN BLOOM , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$50,886.47
INTEREST: \$from 7/28/00
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/30/2001

PAID: \$134.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Terrence J. McCabe
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109

Sheriff

COPY

LEGAL DESCRIPTION: All that Certain piece of parcel of land situate in Jo-Lin Acres Development, Pike Township, Clearfield County, Pennsylvania bounded and described as follows:
Beginnin ata $\frac{3}{8}$ inch rebar set in the Southern right-of-way line of Michlin Street, a fifty (50) foot wide street, said rebar also being the Northwestern corner of the Llot herein described; thence by the Southern right-of-way line of said Michlin Street North forty-five (45) degrees fourteen (14') minutes forty (40") seconds East one hundred and zero hundredths (100.00) feet to a $\frac{3}{8}$ inch rebar set in the Western right-of-way line of Third Street, a fifty (50) foot wide street; thence by said Third Street South forty-four (44) degrees forty-five (45') minutes twent (20") seconds East one hundred thirty-five and zero hundredths (135.00) feet to a $\frac{3}{8}$ inch rebar set in the Western right-of-way line of said Third Street; thence by Lot B38 in the Plan of Lots of Jo-Lin Acres Development South forty-five (45) degrees fourteen (14') minutes forty (40") seconds West one hundred and zero hundredths (100.00) feet to a $\frac{3}{8}$ inch rebar, thence by Lot B20 in Plan of Lots of Jo-Lin Acres Development North forty-four (44) degrees forty-five (45') minutes twenty (20") seconds West one hundred thirty-five and zero hundredths (135.00) feet to a $\frac{3}{8}$ inch rebar and place of beginning.

Tax #126-H10=711-102

Being Known As:
219 Michlin Street
Curwensville, Pa. 16833

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: John L. Bloom
355 Zion Church Road
Rockingham, NC., 28370
And
315 Bloomington Avenue
Curwensville, PA 16833

Joann Bloom
96 Valley Heights
Williamsport, Pa., 17701

FILED

APR 12 2001

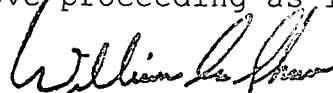
mll:091

William A. Shaw
Prothonotary

Beneficial Consumer Discount : CLEARFIELD COUNTY
Company, d/b/a Beneficial : COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:
v. :
John L. Bloom : NUMBER 00-1100-CD
Joann Bloom :

NOTICE

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



William A. Shaw
Prothonotary

 X Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
	v.	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$45,942.41
Interest from 7/28/00	<u>\$ 4,944.06</u>
TOTAL	\$50,886.47

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

AND NOW, this 30th day of March, 2001,

Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a/ Beneficial Mortgage Company of Pennsylvania and against Defendant John L. Bloom and Joann Bloom and damages are assessed in the amount of \$50,886.47, plus interest and costs.

BY THE PROTHONOTARY:

William L. Shaw

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
	v.	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA :

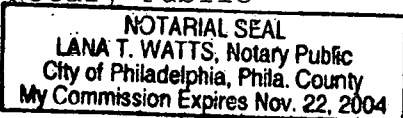
The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, John L. Bloom and Joann Bloom, are over eighteen (18) years of age and John L. Bloom resides at 315 Bloomington Avenue, Curwensville, Pa., 16833 and Joann Bloom resides at 96 Valley Heights Drive, Williamsport, Pa., 17701.

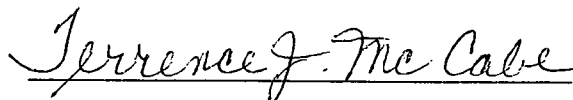
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY
OF MARCH, 2001.



Notary Public





Terrence J. McCabe, Esquire

Attorney for Plaintiff

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
	v.	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

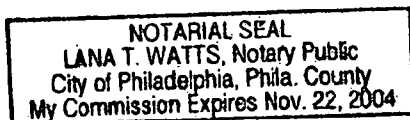
CERTIFICATION

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27th DAY
OF MARCH, 2001.

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

Lana T. Watts
NOTARY PUBLIC



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

William A. Shaw
Prothonotary

February 13, 2001

To: Joann Bloom
96 Valley Heights Drive
Williamsport, PA 17701

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir preuba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

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

TJM/11

Exhibit A

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

William A. Shaw
Prothonotary

February 13, 2001

To: John L. Bloom
315 Bloomington Avenue
Curwensville, PA 16833

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir preuba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

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

TJM/11

Exhibit A.

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

William A. Shaw
Prothonotary

February 13, 2001

To: John L. Bloom
355 Zion Church Road
Rockingham, NC 28370

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
	v.	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

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

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

**Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.**

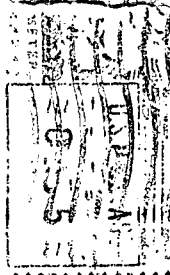
**First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010**

TJM/11

Exhibit A

CLEARFIELD, PENNSYLVANIA 16830

Rockingham, NC 28370



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

AFFIDAVIT OF SERVICE

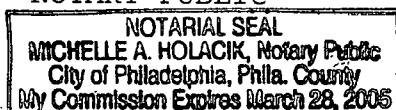
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 7TH DAY OF MAY, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7TH DAY
OF MAY, 2001.

Michelle A. Holack
NOTARY PUBLIC



FILED

MAY 10 2001

William A. Shaw
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:	:	
	V.	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 219 Michlin Stret, Curwensville, Pa., 16833, a copy of the description of said property is attached hereto and marked Exhibit "A."

- Name and address of Owner(s) or Reputed Owner(s):
Name Address
John L. Bloom and 315 Bloomington Avenue
Curwensville, Pa., 16833
AND
355 Zion Church Road
Rockingham, NC., 28370
Joann Bloom 96 Valley Heights Drive
Williamsport, Pa., 17701
- Name and address of Defendant(s) in the judgment:
Name Address
John L. Bloom and 315 Bloomington Avenue
Curwensville, Pa., 16833
AND
355 Zion Church Road
Rockingham, NC., 28370
Joann Bloom 96 Valley Heights Drive
Williamsport, Pa., 17701
AND
355 Zion Church Road
Rockingham, NC., 28370

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

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

Plaintiff herein

EXHIBIT "A"

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

Name

Address

Plaintiff herein.

DeGeorge Capital Corp.

99 Realty Drive
P.O. Box 186
Cheshire, CT., 06710

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

Name

Address

None.

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

Name

Address

Tenant(s)

219 Michlin Street
Curwensville, Pa., 16833

Domestic Relations

Clearfield County
230 E. Market
Suite 300
Clearfield, PA 16830

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

MAY 7, 2001

DATE



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT "A"

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:		
v.	:	
John L. Bloom	:	NUMBER 00-1100-CD
Joann Bloom	:	

DATE: MAY 7, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: John L. Bloom and Joann Bloom

PROPERTY: 219 Michlin Street, Curwensville, Pa., 16833

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on JULY 6, 2001 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT "B"

FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109

Check type of mail:

<input type="checkbox"/> Express	<input type="checkbox"/> Return Receipt (RR) for Merchandise
<input type="checkbox"/> Registered	<input type="checkbox"/> Certified
<input type="checkbox"/> Insured	<input type="checkbox"/> Int'l Rec. Del.
<input type="checkbox"/> COD	<input type="checkbox"/> Del. Confirmation (DC)

☐ Insured
☐ Not insured

If Registered Mail, check below:

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

☐ *Postmark and*

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

**Postmark and
Date of Receipt**

[illegible]

PSyForm 3877, April 1999

Complete by Typewriter, Ink, or Ball Point Pen

FILED

MAY 10 2001

11:59 AM

William A. Shaw
Prothonotary



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

Beneficial Consumer Discount Co.

Vs.

NO.: 2000-01100-CD

John Bloom ,
Joann Bloom

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT CO.. Plaintiff(s) from
JOHN BLOOM . JOANN BLOOM . Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued: (b) the garnishee(s) is/are enjoined from paying
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise
disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other
than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as
above stated.


AMOUNT DUE: \$50,886.47
INTEREST: \$from 7/28/00
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/30/2001

PAID: \$134.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 2nd day
of April A.D. 2001
At 2:55 (A.M./P.M.)


Sheriff by Margaret H. Putt

Requesting Party: Terrence J. McCabe
123 S. Broad St., Ste. 2080
Philadelphia, PA 19109

LEGAL DESCRIPTION: All that Certain piece of parcel of land situate in Jo-Lin Acres Development, Pike Township, Clearfield County, Pennsylvania bounded and described as follows:
Beginnin ata 3/8 inch rebar set in the Southern right-of-way line of Michlin Street, a fifty (50) foot wide street, said rebar also being the Northwestern corner of the Llot herein described; thence by the Southern right-of-way line of said Michlin Street North forty-five (45) degrees fourteen (14') minutes forty (40") seconds East one hundred and zero hundredths (100.00) feet to a 3/8 inch rebar set in the Western right-of-way line of Third Street, a fifty (50) foot wide street; thence by said Third Street South forty-four (44) degrees forty-five (45') minutes twenty (20") seconds East one hundred thirty-five and zero hundredths (135.00) feet to a 3/8 inch rebar set in the Western right-of-way line of said Third Street; thence by Lot B38 in the Plan of Lots of Jo-Lin Acres Development South forty-five (45) degrees fourteen (14') minutes forty (40") seconds West one hundred and zero hundredths (100.00) feet to a 3/8 inch rebar, thence by Lot B20 in Plan of Lots of Jo-Lin Acres Development North forty-four (44) degrees forty-five (45') minutes twenty (20") seconds West one hundred thirty-five and zero hundredths (135.00) feet to a 3/8 inch rebar and place of beginning.

Tax #126-H10=711-102

Being Known As:
219 Michlin Street
Curwensville, Pa. 16833

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10915

BENEFICIAL CONSUMER DISCOUNT CO

00-1100-CD

VS.

BLOOM, JOHN 00-1100-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 10, 2001, AT 10:50 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

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

NOW, MAY 15, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO JOANN BLOOM, DEFENDANT, BY REGULAR AND CERTIFIED MAIL.

NOW, MAY 15, 2001, SHERIFF CHARLES T. BREWER, OF LYCOMING COUNTY, WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOANN BLOOM, DEFENDANT.

NOW, MAY 23, 2001, RECEIVED REGULAR AND CERTIFIED MAIL BACK THAT WAS SENT TO JOANN BLOOM, 355 ZION CHURCH ROAD, ROCKINGHAM, NORTH CAROLINA, 28370, AS FORWARDING ADDRESS EXPIRED.

NOW, MAY 29, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOANN BLOOM, DEFENDANT, BY DEPUTIZING THE SHERIFF OF LYCOMING COUNTY. THE RETURN OF SHERIFF BREWER IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, JUNE 1, 2001, AT 2:18 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN BLOOM, DEFENDANT, AT HIS PLACE OF RESIDENCE, 315 BLOOMINGTON AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN BLOOM, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10915

BENEFICIAL CONSUMER DISCOUNT CO

00-1100-CD

VS.

BLOOM, JOHN 00-1100-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 6, 2001, RECEIVED PHONE CALL FROM TERRENCE MCCABE,
ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE CONTINUED TO
OCTOBER 5, 2001, LETTER TO FOLLOW.

NOW, JUNE 7, 2001, RECEIVED FAX TO CONTINUE SALE TO OCTOBER
5, 2001.

NOW, JULY 3, 2001, RECEIVED A FAX TO STAY SALE AS BENEFICIAL SATISFIED
MORTGAGE IN ERROR.

NOW, AUGUST 9, 2001, RECEIVED A COPY OF SENT JULY 3, 2001, THAT SALE
IS TO BE STAYED.

NOW, JANUARY 15, 2001, RETURN WRIT AS NO SALE HELD, BENEFICIAL
SATISFIED MORTGAGE IN ERROR. PAID COSTS FROM ADVANCE AND MADE
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$218.78

SURCHARGE \$ 40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10915

BENEFICIAL CONSUMER DISCOUNT CO

00-1100-CD

VS.

BLOOM, JOHN 00-1100-CD

WRIT OF EXECUTION REAL ESTATE

-SHERIFF RETURNS

Sworn to Before Me This

16th Day Of January, 2002

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

JAN 16 2002
OP: 03 am
William A. Shaw
Prothonotary

Yes

1. *Chlorophyll a*
 2. *Chlorophyll b*
 3. *Chlorophyll c*
 4. *Chlorophyll d*
 5. *Chlorophyll e*
 6. *Chlorophyll f*
 7. *Chlorophyll g*
 8. *Chlorophyll h*
 9. *Chlorophyll i*
 10. *Chlorophyll j*
 11. *Chlorophyll k*
 12. *Chlorophyll l*
 13. *Chlorophyll m*
 14. *Chlorophyll n*
 15. *Chlorophyll o*
 16. *Chlorophyll p*
 17. *Chlorophyll q*
 18. *Chlorophyll r*
 19. *Chlorophyll s*
 20. *Chlorophyll t*
 21. *Chlorophyll u*
 22. *Chlorophyll v*
 23. *Chlorophyll w*
 24. *Chlorophyll x*
 25. *Chlorophyll y*
 26. *Chlorophyll z*
 27. *Chlorophyll aa*
 28. *Chlorophyll ab*
 29. *Chlorophyll ac*
 30. *Chlorophyll ad*
 31. *Chlorophyll ae*
 32. *Chlorophyll af*
 33. *Chlorophyll ag*
 34. *Chlorophyll ah*
 35. *Chlorophyll ai*
 36. *Chlorophyll aj*
 37. *Chlorophyll ak*
 38. *Chlorophyll al*
 39. *Chlorophyll am*
 40. *Chlorophyll an*
 41. *Chlorophyll ao*
 42. *Chlorophyll ap*
 43. *Chlorophyll aq*
 44. *Chlorophyll ar*
 45. *Chlorophyll as*
 46. *Chlorophyll at*
 47. *Chlorophyll au*
 48. *Chlorophyll av*
 49. *Chlorophyll aw*
 50. *Chlorophyll ax*
 51. *Chlorophyll ay*
 52. *Chlorophyll az*
 53. *Chlorophyll ba*
 54. *Chlorophyll bb*
 55. *Chlorophyll bc*
 56. *Chlorophyll bd*
 57. *Chlorophyll be*
 58. *Chlorophyll bf*
 59. *Chlorophyll bg*
 60. *Chlorophyll bh*
 61. *Chlorophyll bi*
 62. *Chlorophyll bj*
 63. *Chlorophyll bk*
 64. *Chlorophyll bl*
 65. *Chlorophyll bm*
 66. *Chlorophyll bn*
 67. *Chlorophyll bo*
 68. *Chlorophyll bp*
 69. *Chlorophyll bq*
 70. *Chlorophyll br*
 71. *Chlorophyll bs*
 72. *Chlorophyll bt*
 73. *Chlorophyll bu*
 74. *Chlorophyll bv*
 75. *Chlorophyll bw*
 76. *Chlorophyll bx*
 77. *Chlorophyll by*
 78. *Chlorophyll bz*
 79. *Chlorophyll ca*
 80. *Chlorophyll cb*
 81. *Chlorophyll cc*
 82. *Chlorophyll cd*
 83. *Chlorophyll ce*
 84. *Chlorophyll cf*
 85. *Chlorophyll cg*
 86. *Chlorophyll ch*
 87. *Chlorophyll ci*
 88. *Chlorophyll cj*
 89. *Chlorophyll ck*
 90. *Chlorophyll cl*
 91. *Chlorophyll cm*
 92. *Chlorophyll cn*
 93. *Chlorophyll co*
 94. *Chlorophyll cp*
 95. *Chlorophyll cq*
 96. *Chlorophyll cr*
 97. *Chlorophyll cs*
 98. *Chlorophyll ct*
 99. *Chlorophyll cu*
 100. *Chlorophyll cv*
 101. *Chlorophyll cw*
 102. *Chlorophyll cx*
 103. *Chlorophyll cy*
 104. *Chlorophyll cz*
 105. *Chlorophyll da*
 106. *Chlorophyll db*
 107. *Chlorophyll dc*
 108. *Chlorophyll dd*
 109. *Chlorophyll de*
 110. *Chlorophyll df*
 111. *Chlorophyll dg*
 112. *Chlorophyll dh*
 113. *Chlorophyll di*
 114. *Chlorophyll dj*
 115. *Chlorophyll dk*
 116. *Chlorophyll dl*
 117. *Chlorophyll dm*
 118. *Chlorophyll dn*
 119. *Chlorophyll do*
 120. *Chlorophyll dp*
 121. *Chlorophyll dq*
 122. *Chlorophyll dr*
 123. *Chlorophyll ds*
 124. *Chlorophyll dt*
 125. *Chlorophyll du*
 126. *Chlorophyll dv*
 127. *Chlorophyll dw*
 128. *Chlorophyll dx*
 129. *Chlorophyll dy*
 130. *Chlorophyll dz*
 131. *Chlorophyll ea*
 132. *Chlorophyll eb*
 133. *Chlorophyll ec*
 134. *Chlorophyll ed*
 135. *Chlorophyll ee*
 136. *Chlorophyll ef*
 137. *Chlorophyll eg*
 138. *Chlorophyll eh*
 139. *Chlorophyll ei*
 140. *Chlorophyll ej*
 141. *Chlorophyll ek*
 142. *Chlorophyll el*
 143. *Chlorophyll em*
 144. *Chlorophyll en*
 145. *Chlorophyll eo*
 146. *Chlorophyll ep*
 147. *Chlorophyll eq*
 148. *Chlorophyll er*
 149. *Chlorophyll es*
 150. *Chlorophyll et*
 151. *Chlorophyll eu*
 152. *Chlorophyll ev*
 153. *Chlorophyll ew*
 154. *Chlorophyll ex*
 155. *Chlorophyll ey*
 156. *Chlorophyll ez*
 157. *Chlorophyll fa*
 158. *Chlorophyll fb*
 159. *Chlorophyll fc*
 160. *Chlorophyll fd*
 161. *Chlorophyll fe*
 162. *Chlorophyll ff*
 163. *Chlorophyll fg*
 164. *Chlorophyll fh*
 165. *Chlorophyll fi*
 166. *Chlorophyll fj*
 167. *Chlorophyll fk*
 168. *Chlorophyll fl*
 169. *Chlorophyll fm*
 170. *Chlorophyll fn*
 171. *Chlorophyll fo*
 172. *Chlorophyll fp*
 173. *Chlorophyll fq*
 174. *Chlorophyll fr*
 175. *Chlorophyll fs*
 176. *Chlorophyll ft*
 177. *Chlorophyll fu*
 178. *Chlorophyll fv*
 179. *Chlorophyll fw*
 180. *Chlorophyll fx*
 181. *Chlorophyll fy*
 182. *Chlorophyll fz*
 183. *Chlorophyll ga*
 184. *Chlorophyll gb*
 185. *Chlorophyll gc*
 186. *Chlorophyll gd*
 187. *Chlorophyll ge*
 188. *Chlorophyll gf*
 189. *Chlorophyll gg*
 190. *Chlorophyll gh*
 191. *Chlorophyll gi*
 192. *Chlorophyll gj*
 193. *Chlorophyll gk*
 194. *Chlorophyll gl*
 195. *Chlorophyll gm*
 196. *Chlorophyll gn*
 197. *Chlorophyll go*
 198. *Chlorophyll gp*
 199. *Chlorophyll gq*
 200. *Chlorophyll gr*
 201. *Chlorophyll gs*
 202. *Chlorophyll gt*
 203. *Chlorophyll gu*
 204. *Chlorophyll gv*
 205. *Chlorophyll gw*
 206. *Chlorophyll gx*
 207. *Chlorophyll gy*
 208. *Chlorophyll gz*
 209. *Chlorophyll ha*
 210. *Chlorophyll hb*



Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY
d/b/a BENEFICIAL MORTGAGE
COMPANY OF PENNSYLVANIA
VS

JOHN L. BLOOM AND
JOANN BLOOM

NO. 00-1100-CD

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

SERVE BY: JUNE 5, 2001

OR

HEARING DATE:

SERVE: JOANN BLOOM

ADDRESS: 96 VALLEY HEIGHTS DRIVE
WILLIAMSPORT, PA 17701

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of LYCOMING County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 15th day of MAY 2001.

COPY
COPY

Respectfully,

Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: TERRENCE J. MCCABE, ESQ.

PLEASE SEND THE RETURN TO THIS OFFICE AND I WILL FILE IT AND SEND A COPY TO THE ATTORNEY

814-765-2641 ext 1361

THANKS,

Benny

LYCOMING COUNTY PENNSYLVANIA	
COUNTY BUILDING WILLIAMSPORT, PENNA.	
OFFICE OF SHERIFF	
RECEIPT NO.	A 17453
Date	5-21-01
Name	McCabe, Weisberg
Address	& Company
Town or Boro	
RECEIVED SUM OF	
Lefty	Dollars 00 Cts.
CASH <input type="checkbox"/> M. O. <input type="checkbox"/> CK. <input checked="" type="checkbox"/>	\$ 50.00
NUMBER	DOCKET NO.
2010-01100T	
TYPE OF WRIT	
EXEC - Notice of Sale	
PLAINTIFF	
Beneficial Consumer	
Discount Co.	
DEFENDANT	
JEAN Bloom	
Joann Bloom	
Deposit for	
services	
RECEIVED BY	
Signature	07046
ORIGINAL RECEIPT-PAYER	

Case No 2000-01100 T
BENEFICIAL CONSUMER DISCOUNTCO (VS) JOHN & JOANN BLOOM

Date
Filed

SHERIFF'S RETURN

1/08/01 COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND, FILED.
TIME STAMPED. 75.00 DEPOSIT
(FROM CLEARFIELD COUNTY). SERVE JOANN BLOOM ONLY.

1/12/01 AT 1:50 P.M., SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
UPON THE WITHIN NAMED DEFENDANT, JOANN BLOOM, BY HANDING A TRUE
AND ATTESTED COPY OF SAME TO HER PERSONALLY, AT 96 VALLEY HEIGHTS
DRIVE, WILLIAMSPORT, PA., AND BY MAKING KNOWN TO HER THE CONTENTS
THEREOF. SO ANSWERS, CHARLES T. BREWER, SHERIFF OF LYC. CO., PA.;
BY: DEBRA E. REED, DEPUTY. SHERIFF'S COSTS

1/12/01 SHERIFF'S COSTS: \$23.50.

1/23/01 SHERIFF'S FILE PROCESSED
Case Type: MORTGAGE FORECLOSURE Ret Type.: Regular
Litigant.: BLOOM JOANN
Address.: 96 VALLEY HEIGHTS DRIVE
Cty/St/Zp: WILLIAMSPORT,, PA
Hnd To: HER PERSONALLY
Shf/Dpty.: DEBRA E. REED
Date/Time: 01/12/2001 0001:50
Costs.....: \$23.50 Pd By: 75.00 DEPOSIT; 51.50 REFUND 00/00/0000

5/21/01 RECEIVED FROM CLEARFIELD COUNTY FOR SERVICE UPON JOANN BLOOM:
WRIT OF EXEC/MORTGAGE FORECLOSURE, NOTICE OF SALE.
(SERVE UPON JOANN BLOOM ONLY, \$50.00 DEPOSIT)

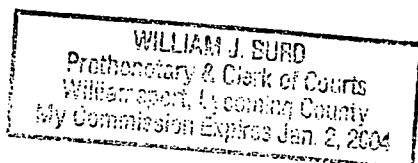
5/29/01 AT 2:30 P.M., SERVED WRIT OF EXEC/MORTGAGE FORECLOSURE, NOTICE OF
SALE UPON THE WITHIN NAMED DEFENDANT, JOANN BLOOM BY HANDING A TRUE
AND ATTESTED COPIES OF SAME TO HER PERSONALLY AT 48 WEST THIRD
STREET, WILLIAMSPORT, PA 17701 AND BY MAKING KNOWN TO HER THE
CONTENTS THEREOF. CARL FINNERTY, DEPUTY.
DEPOSIT \$ 50.00
COST: \$ 23.50
REFUND: \$ 26.50

COPY

SO ANSWERS,
Charles T. Brewer
CHARLES T. BREWER,
SHERIFF, LYCOMING COUNTY, PA
BY: *Carl Finnerty*
CARL FINNERTY,
DEPUTY

Sworn and subscribed before me on
this 30 day of May, 2001.

William J. Surd



RECEIPT FOR DISTRIBUTION OF ADVANCE PAYMENTS HELD In ESCROW
=====

Lycoming County Pennsylvania
48 W 3rd Street
Williamsport PA 17701

Receipt Date 05/29/2001
Receipt Time 14:59:13
Receipt No. 15402

BENEFICIAL CONSUMER DISCOUNTCO (VS) JOHN & JOANN BLOOM

Case Number 2000-01100 T
Service Info
Remarks Escrow Transfer Out

Advance Payment Balance 50.00 MCCABE, WEISBERG & CONWAY
Total Amount Distributed 23.50

Balance ~~XXXXXXXXXX~~ 26.50
Refunded:

----- Distribution -----

Transaction Description	Amount	Payee
AFFIDAVIT	2.50	LYCOMING COUNTY TREASURER
DOCKET/RETURN	9.00	LYCOMING COUNTY TREASURER
MILEAGE	3.00	LYCOMING COUNTY TREASURER
SERVICE	9.00	LYCOMING COUNTY TREASURER
Total Amount Distributed	23.50	

COPY

**Joann Bloom served personally on 5/29/01.

**LYCOMING COUNTY
SHERIFF'S OFFICE
CHARLES T. BREWER, SHERIFF**

7469

PAY TO THE ORDER OF McCabe, Weisberg & Conway
DATE May 29th, 2001
\$ 26.50
Twenty Six and 50/100 DOLLARS



FOR refund On Bloom #00-01100T

⑈007469⑈ ⑆031302955⑆

3741131302⑈

Joanne Fagnano

MP

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

TERRENCE J. McCABE

SUITE 600
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020SUITE 503
53 WEST 36th STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363**FACSIMILE COVER LETTER**DATE: June 6, 2001TO: Clearfield County Sheriff's OfficeFAX NO.: 814-765-5915RE: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL
VS.JOHN L. BLOOM AND JOANN BLOOM
CLEARFIELD COUNTY; COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Sale Date: July 6, 2001TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 2MESSAGE: Dear Sheriff; Please see the attached letterrequesting that you postpone theSheriff's Sale scheduled in theabove matter.If you do not receive all the pages, or if this is received by
the wrong FAX receiver, please call us back at (215) 790-1010.
Thank you.SENDER: Terrence J. McCabe, EsquireFAX NO.: (215) 790-1274

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

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

FAX (215) 790-1274

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

SUITE 5225
500 FIFTH AVENUE
NEW YORK, NY 10110
(212) 575-1010
FAX (212) 575-2537

TERRENCE J. McCABE

June 6, 2001

Sheriff's Office
Clearfield Co. Courthouse
230 E. Market Street
Clearfield, PA 16830

RE: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL
VS.
JOHN L. BLOOM AND JOANN BLOOM
CLEARFIELD COUNTY; COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Sale Date: July 6, 2001

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the July 6, 2001 Sheriff's Sale. I am requesting at this time that you postpone this matter to the October 5, 2001 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping the enclosed copy of this letter and returning the same to me forthwith in the stamped, self-addressed envelope provided. Thank you for your cooperation.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

TJM/asj
Enclosures

SENT VIA REGULAR MAIL AND FACSIMILE
TRANSMITTAL--NUMBER 765-5915

SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

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

TERRENCE J. McCABE

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

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

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

FACSIMILE COVER LETTER

DATE: July 30, 2001

TO: Clearfield County Sheriff's Office

FAX NO.: (814) 765-5915

RE: BENEFICIAL CONSUMER DISCOUNT COMANY, ET AL VS.
JOHN L. BLOOM AND JOANN BLOOM CLEARFIELD COUNTY;
COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Date of Sheriff's Sale: October 5, 2001

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 2

MESSAGE: Dear Sheriff: Please see the attached letter
requesting that you stay the
Sheriff's Sale scheduled in the
above matter.

If you do not receive all the pages, or if this is received by
the wrong FAX receiver, please call us back at (215) 790-1010.
Thank you

SENDER: Terrence J. McCabe, Esquire

FAX NO.: (215) 790-1274

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

TERRENCE J. McCABE

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

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

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

July 30, 2001

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

RE: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL VS.
JOHN L. BLOOM AND JOANN BLOOM CLEARFIELD COUNTY;
COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Date of Sheriff's Sale: October 5, 2001

Dear Sheriff:

As you know, the above-captioned property is currently listed for the October 5, 2001 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Beneficial satisfied mortgage in error.

As acknowledgment of this stay, I would appreciate your signing or time-stamping the enclosed copy of this letter and returning the same to me forthwith in the stamped, self-addressed envelope provided. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

TJM/nas

SENT VIA REGULAR MAIL AND FACSIMILE TRANSMITTAL--NUMBER
814-765-5915

SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

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

TERRENCE J. McCABE

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

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

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

FACSIMILE COVER LETTERDATE: July 30, 2001TO: Clearfield County Sheriff's OfficeFAX NO.: (814) 765-5915

RE: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL VS.
JOHN L. BLOOM AND JOANN BLOOM CLEARFIELD COUNTY;
COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Date of Sheriff's Sale: October 5, 2001

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 2MESSAGE: Dear Sheriff: Please see the attached letterrequesting that you stay theSheriff's Sale scheduled in theabove matter.

If you do not receive all the pages, or if this is received by
the wrong FAX receiver, please call us back at (215) 790-1010.
Thank you.

SENDER: Terrence J. McCabe, EsquireFAX NO.: (215) 790-1274

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

TERRENCE J. McCABE

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

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

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

July 30, 2001

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

RE: BENEFICIAL CONSUMER DISCOUNT COMANY, ET AL VS.
JOHN L. BLOOM AND JOANN BLOOM CLEARFIELD COUNTY;
COURT OF COMMON PLEAS; NUMBER 00-1100-CD
PREMISES: 219 MICHLIN STREET, CURWENSVILLE, PA., 16833
Date of Sheriff's Sale: October 5, 2001

Dear Sheriff:

As you know, the above-captioned property is currently listed for the October 5, 2001 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Beneficial satisfied mortgage in error.

As acknowledgment of this stay, I would appreciate your signing or time-stamping the enclosed copy of this letter and returning the same to me forthwith in the stamped, self-addressed envelope provided. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

TJM/nas

SENT VIA REGULAR MAIL AND FACSIMILE TRANSMITTAL--NUMBER
814-765-5915

SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

REAL ESTATE SALE

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2001, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to _____ he/she being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		3.12
LEVY		15.00
MILEAGE		3.12
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE	SS + 3.95 + 4.08	
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE	24.96	
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE	9.00	
COPIES		10.00
BILLING - PHONE - FAX	20.00	
TOTAL SHERIFF COSTS	\$	218.78

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	***	5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 50,886.47
INTEREST FROM 7-28-00	

TOTAL DEBT & INTEREST	\$ 50,886.47
----------------------------------	--------------

COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		247.86
LATE CHARGES & FEES		
TAXES-Collector		
TAXES-Tax Claim		
COSTS OF SUIT-To Be Added		
LIST OF LIENS		
MORTGAGE SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS		
ATTORNEY COMMISSION		
SHERIFF COSTS		218.78
LEGAL JOURNAL AD		87.75
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY	\$	134.00

TOTAL COSTS	\$	683.39
--------------------	----	--------

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

Chester A. Hawkins, Sheriff