

00-1440-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a -vs- SHEILA M. CLUTTER
BENEFICIAL MORTGAGE CO. OF PA

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company, d/b/a Beneficial	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Sheila M. Clutter	:	
1012 Walter Street	:	Number 00-1440-CO
Phillipsburg, PA 16866	:	

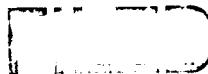
CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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



NOV 20 2000

William A. Chow
Prothonotary

AVISO

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

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

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CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Sheila M. Clutter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1012 Walter Street, Phillipsburg, PA 16866.

3. William H. Clutter and Sheila M. Clutter are owners of the hereinafter described property as tenants by entirities. William H. Clutter has since departed this life at which point

title to said premises vested solely to Sheila M. Clutter, Defendant herein.

4. On 6/24/99, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #199910644.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1012 Walton Street, Phillipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 4/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$68,309.56
Interest 3/1/00 through 10/12/00	\$ 9,626.38
(Plus \$25.25 per diem thereafter)	
Attorney's Fee	\$ 3,415.48
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$81,901.42

7. 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.

8. 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 Defendant in the sum of \$81,901.42, together with interest at the rate of \$25.25 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

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

711806

MORTGAGE

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

THIS MORTGAGE is made this day 24TH of JUNE 19gg, between the Mortgagor,
WILLIAM H. CLUTTER AND SHELLA M. CLUTTER, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 68,309.58 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JUNE 24, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 24, 2029;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/21/98 AND RECORDED 10/27/98, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1979 AND PAGE 433.

ADDRESS: 1012 WALTER ST., PHILLIPSBURG, PA, 16866 TAX MAP OR
PARCEL ID. NO. 3-P12-335-69 (0-00631)

'HERIT "A



July 10, 2000

Sheila Clutter
1012 Walton St
Philipsburg, PA 16866

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): William & Sheila Clutter
PROPERTY ADDRESS: 1012 Walton St, Philipsburg, PA 16866
LOAN ACCOUNT NUMBER: 711806-00-5098702
ORIGINAL LENDER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

HIBIT "B"

CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance

Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 1012 Walton St, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due:Approximately \$782.15 for the months of May 2000 through June 2000

Other charges:_____

TOTAL AMOUNT PAST DUE: \$1564.30

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 \$1564.30, 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 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.**

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7000 0600 0023 3400 2128
RETURN RECEIPT REQUESTED

JP (^_^)

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

CLEARFIELD COUNTY

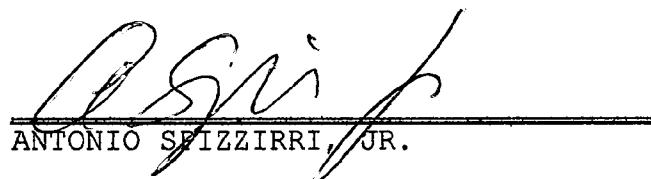
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Antonio Spizzirri, Jr., hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

Dec. 29, 2000 Document
Reinstated/Reissued to Sheriff/Attorney
for service. 
Deputy Prothonotary

10-12-1970 Mc Gabe \$80.00

ICC Energy
1000 4th Street
Sacramento, CA 95814

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COMPANY, d/b/a BENEFICIAL : COURT OF COMMON PLEAS
MORTGAGE Co. OF PENNSYLVANIA :
v. :
: NUMBER 00-1440-CD
SHEILA M. CLUTTER :
:

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

DEC 29 2000
mf 12:25 AM
F-100
William A. Shaw pp
Prothonotary 7.00
1 CENT TO SHERIFF
1 CENT TO ATTY

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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.

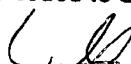
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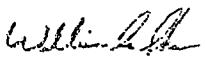
I hereby certify this to be a true and attested copy of the original statement filed in this case.

Dec. 29, 2000 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

NOV 20 2000

Attest.


Prothonotary

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BY: TERENCE J. McCABE, ESQUIRE
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Attorney for Plaintiff

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CIVIL ACTION/MORTGAGE FORECLOSURE

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2. The Defendant is Sheila M. Clutter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1012 Walter Street, Phillipsburg, PA 16866.

3. William H. Clutter and Sheila M. Clutter are owners of the hereinafter described property as tenants by entirities. William H. Clutter has since departed this life at which point

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4. On 6/24/99, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #199910644.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1012 Walton Street, Phillipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 4/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$68,309.56
Interest 3/1/00 through 10/12/00	\$ 9,626.38
(Plus \$25.25 per diem thereafter)	
Attorney's Fee	\$ 3,415.48
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$81,901.42

7. 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.

8. 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 Defendant in the sum of \$81,901.42, together with interest at the rate of \$25.25 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

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

711806

MORTGAGE

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

THIS MORTGAGE is made this day 24TH of JUNE 19^{gg}, between the Mortgagor,
WILLIAM H. CLUTTER AND SHEILA M. CLUTTER, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 68,309.58 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JUNE 24, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 24, 2029;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/21/98 AND RECORDED 10/27/98, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1979 AND PAGE 433.

ADDRESS: 1012 WALTER ST., PHILLIPSBURG, PA, 18666 TAX MAP OR
PARCEL ID NO. 3-P12-336-69 (0-00631).

“HEIT” A



July 10, 2000

Sheila Clutter
1012 Walton St
Philipsburg, PA 16866

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 LLAMANDO 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):

William & Sheila Clutter

PROPERTY ADDRESS:

1012 Walton St, Philipsburg, PA 16866

LOAN ACCOUNT NUMBER:

711806-00-5098702

ORIGINAL LENDER:

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage

Company of Pennsylvania

HIBIT "B"

CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance

Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 1012 Walton St, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due:Approximately \$782.15 for the months of May 2000 through June 2000

Other charges:_____

TOTAL AMOUNT PAST DUE: \$1564.30

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 \$1564.30, 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:

Pennsylvania
Margaret Smith
Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of
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 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.**

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7000 0600 0023 3400 2128
RETURN RECEIPT REQUESTED

JP (^_^)

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, Antonio Spizzirri, Jr., hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

Date: 11/20/2000
Time: 02:48 PM

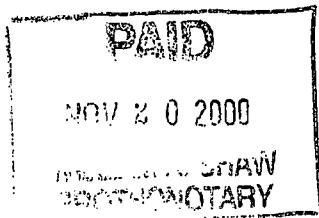
Clearfield County Court of Common Pleas
Receipt

NO. 0051734
Page 1 of 1

Received of: McCabe, Terrence J. Esq (attorney for Beneficial C) \$ 80.00

Eighty and 00/100 Dollars

Case: 2000-01440-CD	Plaintiff: Beneficial Consumer Discount Co.	Amount
Civil Complaint		80.00
Total:		80.00



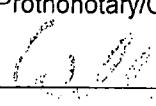
Check: 1199 &0840

Payment Method: Check

Amount Tendered: 80.00

Clerk: JKENDRICK

William A. Shaw, Prothonotary/Clerk of Courts

By: 
Deputy Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10416

BENEFICIAL CONSUMER DISCOUNT COMPANY

00-1440-CD

VS.

CLUTTER, SHEILA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 20, 2000 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO SHEILA M. CLUTTER, DEFENDANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
14.33	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: <i>atty</i>

Sworn to Before Me This
10th Day Of January 2001
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 *Marky Hamer*
Chester A. Hawkins
Sheriff

FILED

JAN 10 2001
m/10/01 5:01
William A. Shaw
Prothonotary
ECS

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company, d/b/a Beneficial	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Sheila M. Clutter	:	
1012 Walter Street	:	Number 00-1440-CO
Phillipsburg, PA 16866	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

AVISO

Le han demandado a usted en la corte. Si usted quiere 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 SINO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

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

NOV 20 2000

Attest.


William L. Johnson
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company, d/b/a Beneficial	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Sheila M. Clutter	:	
1012 Walter Street	:	Number
Phillipsburg, PA 16866	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is Sheila M. Clutter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1012 Walter Street, Phillipsburg, PA 16866.

3. William H. Clutter and Sheila M. Clutter are owners of the hereinafter described property as tenants by entirities. William H. Clutter has since departed this life at which point

title to said premises vested solely to Sheila M. Clutter, Defendant herein.

4. On 6/24/99, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #199910644.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1012 Walton Street, Phillipsburg, PA 16866.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 4/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$68,309.56
Interest 3/1/00 through 10/12/00	\$ 9,626.38
(Plus \$25.25 per diem thereafter)	
Attorney's Fee	\$ 3,415.48
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
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GRAND TOTAL	\$81,901.42

7. 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.

8. 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 Defendant in the sum of \$81,901.42, together with interest at the rate of \$25.25 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

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

711806

MORTGAGE

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

THIS MORTGAGE is made this day 24TH of JUNE 19⁹⁹, between the Mortgagor,
WILLIAM H. CLUTTER AND SHEILA M. CLUTTER, HUSBAND AND WIFE

(Herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
a corporation organized and existing under the laws of PENNSYLVANIA, whose address is
1067 PENNSYLVANIA AVENUE, TYRONE, PA 16686
(Herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 68,309.58 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JUNE 24, 1999 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 24, 2029;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/21/98 AND RECORDED 10/27/98, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1979 AND PAGE 433.

ADDRESS: 1012 WALTER ST., PHILLIPSBURG, PA, 18866 TAX MAP OR
PARCEL ID NO. 3-P12-335-69 (0-00631)

7 HIT "A



July 10, 2000

Sheila Clutter
1012 Walton St
Philipsburg, PA 16866

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):

William & Sheila Clutter

PROPERTY ADDRESS:

1012 Walton St, Philipsburg, PA 16866

LOAN ACCOUNT NUMBER:

711806-00-5098702

ORIGINAL LENDER:

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage

Company of Pennsylvania

HIBIT "B"

CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance

Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 1012 Walton St, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due:Approximately \$782.15 for the months of May 2000 through June 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1564.30

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 \$1564.30, 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 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.**

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7000 0600 0023 3400 2128
RETURN RECEIPT REQUESTED

JP (^_^)

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

CLEARFIELD COUNTY

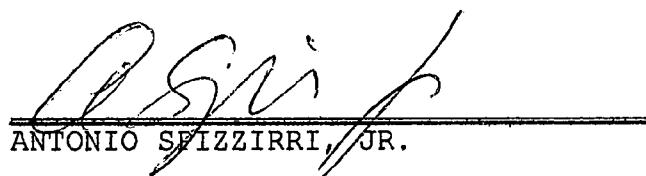
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, Antonio Spizzirri, Jr., hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, Beneficial Consumer Discount Company, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10416

BENEFICIAL CONSUMER DISCOUNT COMPANY

00-1440-CD

VS.

CLUTTER, SHEILA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 5, 2001 AT 2:26 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHEILA M. CLUTTER, DEFENDANT AT RESIDENCE, 1012 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSLVANIA BY HANDING TO SHEILA M. CLUTTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MARSHALL

Return Costs

Cost	Description
14.33	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY:

FILED

JAN 15 2001
m 110:09
William A. Shaw
Prothonotary

EPA

Sworn to Before Me This

15th Day Of January 2001
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 Hamer
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, PA 19109
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Sheila M. Clutter	:	NUMBER 00-1440-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

FILED

TO THE PROTHONOTARY:

MAR 21 2001

Kindly enter judgment by default in favor of Plaintiff and
William A. Shaw
Prothonotary
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	\$61,601.42
Interest from 10/13/00	<u>\$ 3,989.50</u>
TOTAL	\$65,590.92

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

AND NOW, this 21st day of March, 2001,
Judgment is entered in favor of Plaintiff, Beneficial Consumer
Discount Company, d/b/a Beneficial Mortgage Co., of Pennsylvania
and against Defendant, Sheila M. Clutter and damages are assessed
in the amount of \$65,590.92, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

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

William A. Shaw
Prothonotary

January 29, 2001

To: Sheila M. Clutter
1012 Walton Street
Philipsburg, PA 16866

Beneficial Consumer Discount : CLEARFIELD COUNTY
Company, d/b/a Beneficial : COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania :
v. :
Sheila M. Clutter : NUMBER 00-1440-CD

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

NOTIFICACION IMPORTANTE

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:

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

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/kh

EXHIBIT A.

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Sheila M. Clutter	:	NUMBER 00-1440-CD

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, Sheila M. Clutter, is over eighteen (18) years of age and resides at 1012 Walton Street, Phillipsburg, Pa., 16866.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 10th DAY

OF MARCH, 2001.

Terrence J. McCabe

TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Lana T. Watts
Notary Public

NOTARIAL SEAL
LANA T. WATTS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Nov. 22, 2004

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 Co. of Pennsylvania	:	
v.	:	
Sheila M. Clutter	:	NUMBER 00-1440-CD

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 19th DAY
OF MARCH , 2001.

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

Lana T. Watts
NOTARY PUBLIC

NOTARIAL SEAL
LANA T. WATTS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Nov. 22, 2004

VERIFICATION

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

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

FILED *✓*
Atty pd.
20.00
Bennett
MARCH 21 2001
Notice to Sheriff who wants to
serve
William A. Shaw
Prothonotary
Statement to Atty

COPY

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Sheila M. Clutter
1012 Walton Street
Philipsburg, PA 16866

Beneficial Consumer Discount : CLEARFIELD COUNTY
Company, d/b/a Beneficial : COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania :
v. :
Sheila M. Clutter : NUMBER 00-1440-CD

NOTICE

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



William A. Shaw
Prothonotary

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

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

COPY

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

Beneficial Consumer Discount Co.
Plaintiff(s)

No.: 2000-01440-CD

Real Debt: \$65,590.92

Atty's Comm:

Vs. Costs: \$

Int. From:

Sheila M. Clutter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 21, 2001

Expires: March 21, 2006

Certified from the record this 21st 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

Praeclipe for Writ of Execution - Money Judgments.

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

v.

Sheila M. Clutter

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

NO. 00-1440-CD

Term, 19^{xxxx}

PRAECLYPE FOR WRIT OF EXECUTION

FILED

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield

(2). against the following property 1012 Walton Street, Phillipsburg, Pa., 16866

(See Attached Description) of defendant(s) and

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

(4). and index this writ

(a) against Sheila M. Clutter

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:

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 65,601.42

Interest from 10/13/00

\$

Costs (to be added)

\$

Paid to Prothonotary 127.00

Terrence J. McCabe

Attorney for Plaintiff(s)

No. 00-1440-CD Term, 19
No. Term, 19

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Beneficial Consumer Discount Company

d/b/a Beneficial Mortgage Co., of

Pennsylvania vs.

Sheila M. Clutter

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

RECEIVED WRIT THIS ____ DA
of ____ A.D., 19 ____
at ____ M.
Sheri

ALL THAT PIECE OF PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CHESTER HILL,
COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SIDE OF WALTON STREET, POINT IS TWO HUNDRED AND NINE (209) FEET
FROM THE INTERSECTION OF WALTON AND RAY STREETS AND IS THE SOUTHWEST CORNER OF LOT NO. 2; THENCE
NORTH THIRTY-THREE DEGREES TWENTY-EIGHT MINUTES WEST ONE HUNDRED FORTY-FOUR FEET ALONG THE LINE
OF LOT NO. 2 TO A POINT ON THE SOUTH SIDE OF A TWENTY FOOT ALLEY; THENCE SOUTH FIFTY-EIGHT
DEGREES TWENTY-SEVEN MINUTES WEST FIFTY-FOUR AND ONE-HALF FEET TO A POINT ON LINE OF LOT NO. 4;
THENCE SOUTH THIRTY-THREE DEGREES TWENTY-EIGHT MINUTES EAST A DISTANCE OF ONE HUNDRED FORTY FEET
ALONG THE EAST SIDE OF LOT NO. 4 TO A POINT ON THE NORTH SIDE OF WALTON STREET; THENCE NORTH
FIFTY-EIGHT DEGREES TWENTY-SEVEN MINUTES EAST FIFTY-FOUR AND ONE-HALF FEET TO POINT AND PLACE OF
BEGINNING.

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

Beneficial Consumer Discount Co.,

Vs.

NO.: 2000-01440-CD

Sheila M. Clutter ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT CO., , Plaintiff(s) from SHEILA M. CLUTTER , , 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: \$65,601.42

PAID: \$127.00

INTEREST: \$from 10/ 31/00

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/21/2001

WILLIAM A. SHAW 
Prothonotary William A. Shaw
My Commission Expires 1st Monday in Jan. 2002
Prothonotary/Clerk Civil Division
Clearfield Co. Clearfield, PA

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

Requesting Party: Terrence J. McCabe
123 S. Broad Street Suite 2080
Philadelphia, PA 19109

Sheriff

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

Beneficial Consumer Discount Co.,

Vs.

NO.: 2000-01440-CD

Sheila M. Clutter ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT CO., , Plaintiff(s) from SHEILA M. CLUTTER , , 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: \$65,601.42

PAID: \$127.00

INTEREST: \$from 10/ 31/00

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/21/2001

WILLIAM A. SHAW 
Prothonotary William A. Shaw
My Commission Expires 1st Monday in Jan. 2002
Prothonotary/Clerk Civil Division
Clearfield Co. Clearfield, PA

Received this writ this 22nd day
of March A.D. 2001
At 10:45 A.M. P.M.

Terrence J. McCabe
Sheriff by Margaret N. Butt

Requesting Party: Terrence J. McCabe
123 S. Broad Street Suite 2080
Philadelphia, PA 19109

ALL THAT PIECE OF PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CHESTER HILL,
COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SIDE OF WALTON STREET, POINT IS TWO HUNDRED AND NINE (209) FEET
FROM THE INTERSECTION OF WALTON AND RAY STREETS AND IS THE SOUTHWEST CORNER OF LOT NO. 2; THENCE
NORTH THIRTY-THREE DEGREES TWENTY-EIGHT MINUTES WEST ONE HUNDRED FORTY-FOUR FEET ALONG THE LINE
OF LOT NO. 2 TO A POINT ON THE SOUTH SIDE OF A TWENTY FOOT ALLEY; THENCE SOUTH FIFTY-EIGHT
DEGREES TWENTY-SEVEN MINUTES WEST FIFTY-FOUR AND ONE-HALF FEET TO A POINT ON LINE OF LOT NO. 4;
THENCE SOUTH THIRTY-THREE DEGREES TWENTY-EIGHT MINUTES EAST A DISTANCE OF ONE HUNDRED FORTY FEET
ALONG THE EAST SIDE OF LOT NO. 4 TO A POINT ON THE NORTH SIDE OF WALTON STREET; THENCE NORTH
FIFTY-EIGHT DEGREES TWENTY-SEVEN MINUTES EAST FIFTY-FOUR AND ONE-HALF FEET TO POINT AND PLACE OF
BEGINNING.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10864

BENEFICIAL CONSUMER DISCOUNT CO

00-1440-CD

VS.

CLUTTER, SHEILA M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 19, 2001, AT 10:19 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PRPOERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 1, 2001, AT 10:00 AM O'CLOCK.

NOW, APRIL 19, 2001, AT 10:19 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SHEILA M. CLUTTER, DEFENDANT, AT HER PLACE OF RESIDENCE, 1012 WALTON STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, 16866, BY HANDING TO SHEILA M. CLUTTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 31, 2001, RECEIVED PHONE CALL FROM ATTORNEY MCCABE'S OFFICE THAT THEY SENT A FAX ON APRIL 24, 2001, TO CANCEL SALE. INFORMED THEM THAT WE NEVER RECEIVED THE FAX AND ASKED WHAT NUMBER THEY SENT THE FAX TO, SECRETARY RESPONDED "WHY DON'T YOU GIVE ME YOURS SO I HAVE IT".

NOW, MAY 31, 2001, RECEIVED FAX TO CANCEL SALE AS THE PLAINTIFF RECEIVED SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), SALE IS TO BE STAYED.

NOW, JUNE 6, 2001, RETURN WRIT AS NO SALE HELD, WRIT WAS STAYED BY PLAINTIFF, PAID COSTS FROM ADVANCE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10864

BENEFICIAL CONSUMER DISCOUNT CO

00-1440-CD

VS.

CLUTTER, SHEILA M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$305.72

SURCHARGE 20.00

PAID BY ATTORNEY

FILED

JUN 06 2001

0/240/noc
William A. Shaw
Prothonotary

Sworn to Before Me This

6th Day of June 2001

So Answers,

Chester Hawkins
by Margaret H. Putt

Chester A. Hawkins
Sheriff

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

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) 897-0011
FAX (212) 953-0986

April 24, 2001

Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Attn: Peggy

Re: Beneficial Consumer Discount Company, ET AL
vs.

Sheila M. Clutter
Clearfield County; Court of Common Pleas; NUMBER 00-1440-CD
PREMISES: 1012 Walton Street, Phillipsburg, Pa., 16866
Sheriff's Sale Date: June 12, 2001

Dear Peggy:

As you know, the above-captioned property is currently listed for the June 12, 2001 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Our client has received \$7,500.00.

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/asj
Enclosures
SENT VIA REGULAR MAIL AND ~~FACSIMILE~~ TRANSMITTAL--NUMBER
814-765-5915
SHERIFF'S OFFICE-RECEIVED BY:

COPY

SIGNATURE

DATE

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, _____ by virtue of the Writ of Execution hereunto attached, after having given due and legal notice, 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 view 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	8.32
LEVY	15.00
MILEAGE	8.32
POSTING	15.00
CSDS	10.00
COMMISSION 2%	150.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	10.00
BILLING - PHONE - FAX	
TOTAL SHERIFF COSTS	\$ 305.72

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS \$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 65,601.42
INTEREST FROM 10/31/00	
TO BE ADDED	
TOTAL DEBT & INTEREST	\$ 65,601.42
 COSTS:	
ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	208.00
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	305.72
SHERIFF COSTS	69.75
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 127.00
TOTAL COSTS	\$ 845.55

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

Chester A. Hawkins, Sheriff

OPY

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA :
V. :
SHEILA M. CLUTTER : NUMBER 00-1440-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter discontinued and ended, without prejudice, upon payment of your costs only.

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

FILED

AUG 29 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

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

**Vs.
Sheila M. Clutter**

No. 2000-01440-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 29, 2002 marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$452.72 have been paid in full by Terrence J. McCabe, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of August A.D. 2002.

William A. Shaw, Prothonotary