

01-173-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY etal -vs- SANDRA L. PENTZ

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 Co. of Pennsylvania
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

v.

Sandra L. Pentz
1404 Powell Avenue
Hyde, PA 16843

Number 01-173-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

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FILED

FEB 01 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
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Attorney for Plaintiff

Beneficial Consumer Discount	:	Clearfield County
Company, d/b/a Beneficial	:	Court of Common Pleas
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961 Weigel Drive, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
	:	
v.	:	
	:	
Sandra L. Pentz	:	
1404 Powell Avenue	:	
Hyde, PA 16843	:	Number

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 Sandra L. Pentz, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1404 Powell Avenue, Hyde, PA 16843.

3. On 2/9/99, 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 199902182, Page .

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 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	\$40,406.91
Interest 7/1/00 through 12/27/00 (Plus \$14.94 per diem thereafter)	\$ 2,710.49
Attorney's Fee	\$ 2,020.35
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,687.75

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 \$45,687.75, together with interest at the rate of \$14.94 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

711723

MORTGAGE

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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
90 BEAVER DRIVE, SUITE 114 C. DUBOIS, PA 15801
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,521.63 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014;

☐ 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 TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1863 PAGE 446.

TAX PARCEL IDS: 123-J09-623-122, 123-J09-623-63
 ADDRESS:

1404 POWELL AVENUE
 HYDE, PA 15843

10-01-99 MTG

ORIGINAL



PA001261

"EXHIBIT A"

November 22, 2000

Sandra Pentz
1404 Powell Avenue
Hyde, PA 16843

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 RECEIPT 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): Sandra Pentz
PROPERTY ADDRESS: 1404 Powell Avenue Hyde, PA 16843
LOAN ACCOUNT NUMBER: 711723-00-5066086

"EXHIBIT B"

ORIGINAL LENDER:
Company of Pennsylvania

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage

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 receipt 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 (30) DAYS OF RECEIPT OF THIS NOTICE. 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 1404 Powell Avenue Hyde, PA 16843 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$525.96 for the months of September 2000 through November 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,577.88

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,577.88, 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 receipt 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 OF RECEIPT OF THIS NOTICE, 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 THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described hereinabove & hereafter.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

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 7099 3400 0015 4703 3476
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

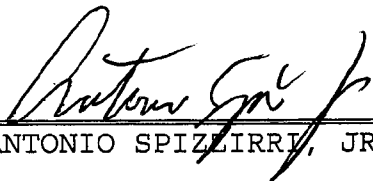
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.



03/19/01 Document
Reinstated/Reissued to Sheriff's Office
for service.

Deputy Prothonotary

FILED

FEB 01 2001

William A. Shaw
Prothonotary

McCa
PC \$80.00
1cc Sheriff

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL
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v.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

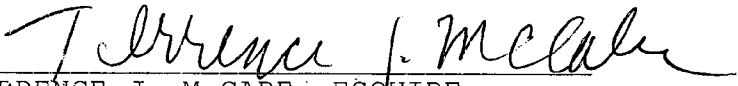
SANDRA L. PENTZ

NUMBER 01-173-CD

PRAECIPE TO REINSTATE COMPLAINT

TC THE PROTHONOTARY:

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


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

FILED

MAR 19 2001

William A. Shaw
Prothonotary

Att. ypd.
7.00
2 Reissue to
Shaw

MCCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. MCCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
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Clearfield County
Court of Common Pleas

FEB 01 2001
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1404 Powell Avenue
Hyde, PA 16843

Number 01-173-00

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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.

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SINO 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

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Attorney for Plaintiff

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v.	:	
	:	
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1404 Powell Avenue	:	
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WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$45,687.75, together with interest at the rate of \$14.94 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

711723

MORTGAGE

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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 90 BEAVER DRIVE, SUITE 114 C. DUBOIS, PA 15801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,621.63 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014;

☐ 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 TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1863 PAGE 446.

TAX PARCEL IDS: 123-J09-023-122, 123-J09-023-63
ADDRESS:

1404 POWELL AVENUE
HYDE, PA 16843

10-01-98 MTG

ORIGINAL



PA001261

"EXHIBIT A"

November 22, 2000

Sandra Pentz
1404 Powell Avenue
Hyde, PA 16843

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 RECEIPT 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): Sandra Pentz
PROPERTY ADDRESS: 1404 Powell Avenue Hyde, PA 16843
LOAN ACCOUNT NUMBER: 711723-00-5066086

"EXHIBIT B"

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

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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- IF YOU 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 receipt 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 (30) DAYS OF RECEIPT OF THIS NOTICE. 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 1404 Powell Avenue Hyde, PA 16843 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$525.96 for the months of September 2000 through November 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,577.88

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,577.88, 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 receipt 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 OF RECEIPT OF THIS NOTICE, 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 THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described hereinabove & hereafter.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

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 7099 3400 0015 4703 3476
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

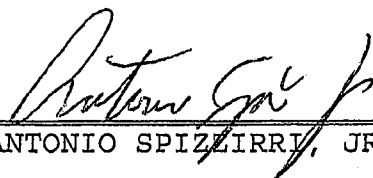
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10657

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage 01-173-CD

VS.

PENTZ, SANDRA L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 5, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVE, TIME EXPIRED" AS TO SANDRA L. PENTZ, DEFENDANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost Description

14.68 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: *atty*

FILED

MAR 20 2001
11:15pm
William A. Shaw
Prothonotary *ECS*

Sworn to Before Me This

20th Day Of *March* 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 Harris
Chester A. Hawkins
Sheriff

Attorney for Plaintiff

Number 01-173-CD

AVISO

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.

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

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

Attest.

William L. 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	:	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.	:	
	:	
Sandra L. Pentz	:	
1404 Powell Avenue	:	
Hyde, PA 16843	:	Number

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 Sandra L. Pentz, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 1404 Powell Avenue, Hyde, PA 16843.

3. On 2/9/99, 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 199902182, Page .

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 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	\$40,406.91
Interest 7/1/00 through 12/27/00 (Plus \$14.94 per diem thereafter)	\$ 2,710.49
Attorney's Fee	\$ 2,020.35
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,687.75

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 \$45,687.75, together with interest at the rate of \$14.94 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

711723

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ADDRESS:

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HYDE, PA 15843

10-01-99 MTG

ORIGINAL



PA001251

"EXHIBIT A"

November 22, 2000

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LOAN ACCOUNT NUMBER: 711723-00-5066086

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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 1404 Powell Avenue Hyde, PA 16843 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$525.96 for the months of September 2000 through November 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,577.88

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,577.88, 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 receipt 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 OF RECEIPT OF THIS NOTICE, 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 THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described hereinabove & hereafter.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

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 7099 3400 0015 4703 3476
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

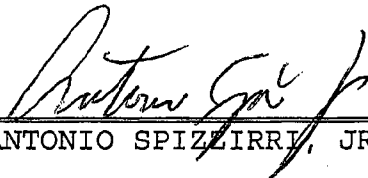
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10657

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage 01-173-CD

VS.

PENTZ, SANDRA L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 20, 2001 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. PENTZ, DEFENDANT AT RESIDENCE, 1404 POWELL AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA L. PENTZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

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

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

Sworn to Before Me This

21ST Day Of MARCH 2001

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

So Answers,

Chester A. Hawkins
by Marilyn Harper
Chester A. Hawkins
Sheriff

FILED

MAR 21 2001

0/3:46/MS
William A. Shaw
Prothonotary EKB

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

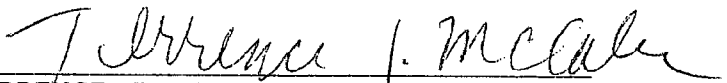
COPY

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY, d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE CO. OF PENNSYLVANIA	:	
v.	:	
	:	
SANDRA L. PENTZ	:	NUMBER 01-173-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

3-9-01 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 Co. of Pennsylvania
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

FILED
FEB 01 2001
11:52 a.m.
William A. Shaw
Prothonotary

v.

Sandra L. Pentz
1404 Powell Avenue
Hyde, PA 16843

Number 01-173-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. 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	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
961 Weigel Drive, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Sandra L. Pentz	:	
1404 Powell Avenue	:	
Hyde, PA 16843	:	Number

STILL ACTION/MORTGAGE FORECLOSURE

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 199902182, Page .

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1404 Powell Avenue, Hyde, PA 16843.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 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	\$40,406.91
Interest 7/1/00 through 12/27/00 (Plus \$14.94 per diem thereafter)	\$ 2,710.49
Attorney's Fee	\$ 2,020.35
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$45,687.75

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 \$45,687.75, together with interest at the rate of \$14.94 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

711723

MORTGAGE

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

THIS MORTGAGE is made this day 9TH of FEBRUARY 1999, between the Mortgagor, SANDRA L. PENTZ

(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 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,621.63 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated FEBRUARY 9, 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 FEBRUARY 9, 2014;

☐ 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 TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 06/08/1997 AND RECORDED 08/12/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1863 PAGE 446.

TAX PARCEL IDS: 123-J09-023-122, 123-J09-023-63
ADDRESS:

1404 POWELL AVENUE
HYDE, PA 16843

10-01-98 MTG

ORIGINAL



PA001261

"EXHIBIT A"

November 22, 2000

Sandra Pentz
1404 Powell Avenue
Hyde, PA 16843

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 RECEIPT 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): Sandra Pentz
PROPERTY ADDRESS: 1404 Powell Avenue Hyde, PA 16843
LOAN ACCOUNT NUMBER: 711723-00-5066086

"EXHIBIT B"

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 receipt 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 (30) DAYS OF RECEIPT OF THIS NOTICE. 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 1404 Powell Avenue Hyde, PA 16843 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$525.96 for the months of September 2000 through November 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$1,577.88

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,577.88, 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 receipt 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 OF RECEIPT OF THIS NOTICE, 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 THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described hereinabove & hereafter.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

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 7099 3400 0015 4703 3476
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY

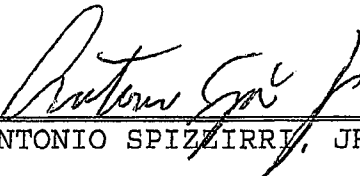
Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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, 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 PA.C.S. §4904 relating to unsworn falsification to authorities.



ANTONIO SPIZZIRRI, JR.

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Sandra L. Pentz
1404 Powell Avenue
Hyde, PA 16843

Beneficial Consumer Discount	:	CLEARFIELD COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

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

FILED

AUG 28 2001

William A. Shaw
Prothonotary

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 COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) 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(s), Sandra L. Pentz, is over eighteen (18) years of age and resides at 1404 Powell Avenue, Hyde, PA 16843.

SWORN TO AND SUBSCRIBED

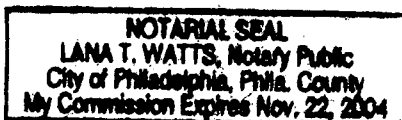
BEFORE ME THIS 14th DAY

OF August, 2001.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


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	:	CLEARFIELD COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

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(s) 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".

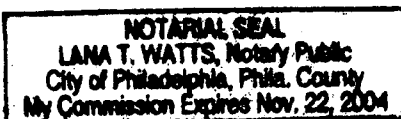
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 14th DAY

OF August, 2001.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


Notary Public

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.

A handwritten signature in cursive script, appearing to read "Terrence J. McCabe", written in dark ink.

TERRENCE J. McCABE, ESQUIRE

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

EXHIBIT "A"

CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw
Prothonotary

April 12, 2001

To: Sandra L. Pentz
1404 Powell Avenue
Hyde, PA 16843

Beneficial Consumer Discount : CLEARFIELD COUNT
Company d/b/a Beneficial : COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania:
v. :
: NUMBER 01-173-CD

Sandra L. Pentz

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/cmc

FILED

AUG 28 2001

~~William A. Shaw~~ Cath McCabe
Prothonotary Pd 628.00

~~not to be~~
not to be
Statement Cath

EX-101

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

Copy

Beneficial Consumer Discount Company
Beneficial Mortgage Co. of Pennsylvania
Plaintiff(s)

No.: 2001-00173-CD

Real Debt: \$49,168.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

Sandra Lee Pentz
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2001

Expires: August 28, 2006

Certified from the record this 28th of August, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Attorney for Plaintiff


Beneficial Consumer Discount : CLEARFIELD COUNT
Company d/b/a Beneficial : COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania :
v. :
Sandra L. Pentz : NUMBER 01-173-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal		\$45,687.75
Interest from	12/28/00-8/17/01	\$ 3,481.02
TOTAL		\$49,168.77


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

AND NOW, this 28th day of August, 2001,
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), Sandra L. Pentz and damages are assessed in the amount of \$49,168.77, plus interest and costs.

BY THE PROTHONOTARY:



Præcipe for Writ of Execution - (MORTGAGE FORECLOSURE)

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

v.

Sandra L. Pentz

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-173-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County

(2). against the following property 1404 Powell Avenue, Hyde, PA 16843.
(more fully described as attached)

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

(4). and index this writ

(a) against Sandra L. Pentz

(b) against N/A defendant(s) and
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

1404 Powell Avenue, Hyde, PA 16843

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 8/18/01

Costs (to be added)

\$49,168.77

\$

\$ 127.00

FILED

AUG 28 2001

William A. Shaw
Prothonotary

Attorney for Plaintiff(s)

Proth'y. No. 63

No. Term, 19
No. Term, 19

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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

vs.

Sandra L. Pentz

Pracipe for Writ of Execution

Terrence J. McCabe, Esquire
Attorney I.D. No. 16496
123 South Broad St.,
Ste. 2080
Philadelphia, PA 19109
Tel: 215 790 1010

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

She

WRIT OF EXECUTION
MORTGAGE FORECLOSURE

EXECUTION DEBT	49,168.77
Interest from 8/18/01	
Prothonotary - - -	
Use Attorney - -	
Use Plaintiff - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - -	

Terrence J. McCabe
Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT SITUATED IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA AND BEING A PART OF THE PLAN OF THE STREET AND IRON WORKS ADDITION TO CLEARFIELD:

BEING LOT NO. 13 IN BLOCK 33 ON SAID PLAN AND BEING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING ONE HUNDRED TWENTY (120) FEET TO AN ALLEY; AND BEING MORE PARTICULARLY BOUNDED AS FOLLOWS:

ON THE NORTH BY LOT NO. 12; ON THE EAST BY THE ALLEY ON THE SOUTH BY LOT NO. 14; AND ON THE WEST BY POWELL AVENUE.

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED AT HYDE CITY, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN IN THE PLAN OF THE STEEL AND IRON WORKS ADDITION TO CLEARFIELD, RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY ON THE 16TH DAY OF SEPTEMBER, 1902, IN MISCELLANEOUS "S" PAGE 515, AS LOT NUMBER 14, IN BLOCK 33, SAID LOT FRONTING FORTY (40) FEET ON POWELL AVENUE AND EXTENDING IN DEPTH ONE HUNDRED TWENTY (120) FEET TO AN ALLEY.

Parcel ID #123-J09-623-00063 and #123-J09-623-00122

Being Known As: 1404 Powell Avenue, Hyde, PA 16843.

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

CO

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

Vs.

NO.: 2001-00173-CD

Sandra Lee Pentz ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, , Plaintiff(s) from SANDRA LEE PENTZ , , 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: \$49,168.77
INTEREST: from 8/18/01
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/28/2001

PAID: \$127.00
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 McCabe, Esquire
First Union Building, 123 South Broad
Street, Suite 2080
Philadelphia, PA 19109

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 COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

AFFIDAVIT OF SERVICE

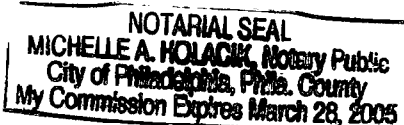
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 3rd DAY OF OCTOBER, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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 3RD DAY
OF OCTOBER, 2001.

Michelle A. Holack
NOTARY PUBLIC



FILED

OCT 12 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 COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

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 1404 Powell Avenue, Hyde, PA 16843, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Sandra L. Pentz	1404 Powell Avenue Hyde, PA 16843
-----------------	--------------------------------------

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

Sandra L. Pentz	1404 Powell Avenue Hyde, PA 16843
-----------------	--------------------------------------

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.

Gail D. Homer	118 Nichols St. Clearfield, PA 16830
---------------	---

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

Plaintiff herein.

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

None.	Address
-------	---------

EXHIBIT "A"

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)	1404 Powell Avenue Hyde, PA 16843
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.

October 3, 2001

DATE

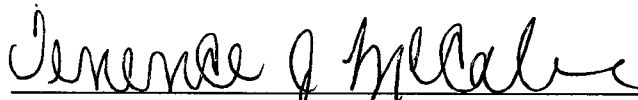

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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 COUNT
Company d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Company of Pennsylvania	:	
v.	:	
	:	NUMBER 01-173-CD
Sandra L. Pentz	:	

DATE: October 3, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Sandra L. Pentz

PROPERTY: 1404 Powell Avenue, Hyde, PA 16843

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 16, 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 interests 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
 230 SOUTH BROAD STREET
 SUITE 2080
 PHILADELPHIA, PA 19109

Check type of mail or service:

☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Benze	Gail D Homer, 118 Nichols St											
2	U.	Clearfield, Pa 16830											
3	PenH2	Tenants, 1404 Powell Avenue											
4	Sandra	Hyde, Pa 16843											
5													
6													
7													
8		Domestic Relations, Clearfield County											
9		230 E. Market, Ste 300, Clearfield, Pa 16830											



Total Number of Pieces
 Listed by Sender

Total Number of Pieces
 Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damages in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

EXHIBIT "B"

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

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

Vs.

NO.: 2001-00173-CD

Sandra Lee Pentz ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, , Plaintiff(s) from SANDRA LEE PENTZ , , 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.

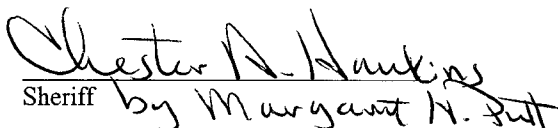
AMOUNT DUE: \$49,168.77
INTEREST: from 8/18/01
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/28/2001

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28th day
of August A.D. 2001
At 3:30 A.M./P.M.


Sheriff by Margaret H. Butt

Requesting Party: Terrence McCabe, Esquire
First Union Building, 123 South Broad
Street, Suite 2080
Philadelphia, PA 19109

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11436

BENEFICIAL CONSUMER DISC CO D/B/A

01-173-CD

VS.

PENTZ, SANDRA LEE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 01, 2001, AT 2:45 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, NOVEMBER 16, 2001, AT 10:00 AM.

NOW, OCTOBER 01, 2001, AT 2:45 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SANDRA LEE PENTZ, DEFENDANT, AT HER PLACE OF RESIDENCE, 1404 POWELL AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDR LEE PENTZ, 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, NOVEMBER 7, 2001, RECEIVED A FAX FROM TERRENCE MCCABE, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED AS DEFENDANT PAID THREE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS (\$3,677.00). WRIT IS TO BE RETURNED TO PROTHONOTARY.

NOW, JANUARY 14, 2002, RETURN WRIT AS NO SALE BEING HELD, PLAINTIFF SENT FAX TO STAY. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$252.82
SURCHARGE \$ 20.00
PAID BY ATTORNEY

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01-173-CD

VS.

PENTZ, SANDRA LEE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

16th Day Of January 2002

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Margaret H. Pitt
Chester A. Hawkins
Sheriff

FILED

JAN 16 2002
09:06 am
William A. Shaw
Prothonotary

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

TERRENCE J. McCABE

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

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

SUITE 503
53 WEST 36TH STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

FACSIMILE COVER LETTER

DATE: November 7, 2001

TO: Clearfield County Sheriff's Office

FAX NO.: (814) 765-5915

Re: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL
V.

SANDRA L. PENTZ

CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER 01-173-CD

ACTION IN MORTGAGE FORECLOSURE

PREMISES: 1404 POWELL AVENUE, HYDE, PA 16843

Sheriff's Sale Date: November 16, 2001 @ 10:00 a.m.

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.

COPY
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

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

Sheriff's Office
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830

November 7, 2001

Re: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL
V.

SANDRA L. PENTZ
CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER 01-173-CD
PREMISES: 1404 POWELL AVENUE, HYDE, PA 16843
Sheriff's Sale Date: November 16, 2001 @ 10:00 a.m.

Dear Sheriff:

As you know, the above-captioned property is currently listed for the November 16, 2001 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Our client received \$3,677.00.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

COPY

Very truly yours,

Terrence J. McCabe
TERRENCE J. McCABE

TJM/nas
Enclosures

SENT VIA FACSIMILE TRANSMITTAL--NUMBER (814) 765-5915
SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

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 (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		2.60
LEVY		15.00
MILEAGE		2.60
POSTING		15.00
CSDS		10.00
COMMISSION 2%		73.54
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		15.00
ADD'L MILEAGE		
ADD'L LEVY		15.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		
TOTAL SHERIFF COSTS	\$	252.82

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 49,168.77
INTEREST FROM 8-18-01	
TO BE ADDED	
TOTAL DEBT & INTEREST	\$ 49,168.77

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	217.06
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	
FORCLOSURE FEES	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 252.82
LEGAL JOURNAL AD	18.75
REBUND OF ADVANCE	
REBUND OF SURCHARGE	
PROTHONOTARY	\$ 27.00
TOTAL COSTS	\$ 673.83

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