

01-174-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY et al -vs- NICOLE E. MACINTOSH  
a/k/a NICOLE E.  
BONINI

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial Court of Common Pleas  
Mortgage Co. of Pennsylvania : **FILED**  
961 Weigel Dirve, P.O. Box 8634 :  
Elmhurst, IL 60126-1058 :  
: FF 01 2001  
v. : William A. Shaw  
: Prothonotary  
Nicole E. Macinnis, :  
a/k/a Nicole E. Bonini :  
159 Main Street :  
Ridgway, PA 15853 : Number 01-174 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 defendarse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL 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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Company, d/b/a Beneficial	:	Court of Common Pleas
Mortgage Co. of Pennsylvania	:	
961 Weigel Dirve, P.C. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Nicole E. Macinnis,	:	
a/k/a Nicole E. Bonini	:	
159 Main Street	:	Number
Ridgway, PA 15853	:	

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 Nicole E. Macinnis, a/k/a Nicole E. Bonini, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 159 Main Street, Ridgway, PA 15853.

3. On 9/10/98, 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 1968, Page 382.

4. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 309 and 311 E. 2nd Street, Dubois, PA 15801.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 5/1/00 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	\$87,754.86
Interest 4/1/00 through 1/16/01	\$10,065.67
(Plus \$33.49 per diem thereafter)	
Attorney's Fee	\$ 4,387.74
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$102,758.27

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 \$102,758.27, together with interest at the rate of \$33.49 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

Terrence J. McCabe

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE THIRD WARD OF THE CITY OF DUBOIS, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AND KNOWN AND NUMBERED ON THE JOHN E. DUBOIS PLAN OF LOTS AS LOT NO. 447, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY SOUTH PARK STREET; ON THE EAST BY LOT NO. 648; ON THE SOUTH BY EAST SECOND AVENUE; AND ON THE WEST BY LOT NO. 646; BEING 60 FEET WIDE ON EAST SECOND AVENUE AND SOUTH PARK STREET AND 150 FEET DEEP FROM EAST SECOND AVENUE TO SOUTH PARK STREET. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE KNOWN AS NO. 313 EAST SECOND AVENUE.

SUBJECT TO RESERVATION CONCERNING INTOXICATING DRINKS AS CONTAINED IN FORMER DEED.

TAX ID# 7.3-024-000-7923

"EXHIBIT A"

October 19, 2000

Nicole E. Macinnis  
159 Main Street  
Ridgway, PA 15853

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Nicole E. Macinnis  
PROPERTY ADDRESS: 309 E. 2nd Street Dubois, PA 15801  
311 E. 2nd Street Dubois, PA 15801  
LOAN ACCOUNT NUMBER: 711723-14-117707

"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 date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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

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

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

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 309 E. 2nd Street Dubois, PA 15801 & 311 E. 2nd Street Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$1,180.98 for the months of May 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$5,712.72**

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,712.72, 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:

Kevin Marshall  
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of  
Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

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

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be

added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 8621, Elmhurst, IL 60126

Phone Number: 1-800-958-2418, Ext. 7604

Fax Number: 1-630-617-7529

Contact Person: Kevin Marshall

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You        may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.**

**NOTE:** Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4858  
RETURN RECEIPT REQUESTED

October 19, 2000

Occupant (S)  
309 E. 2nd Street  
Dubois, PA 15801

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

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

This Notice explains how the program works.

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

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HOMEOWNER'S NAME(S):

Nicole E. Macinnis

PROPERTY ADDRESS:

309 E. 2nd Street Dubois, PA 15801

311 E. 2nd Street Dubois, PA 15801

LOAN ACCOUNT NUMBER:

711723-14-117707

ORIGINAL LENDER: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania  
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**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.

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- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.**

**NOTE:** Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4841  
RETURN RECEIPT REQUESTED

October 19, 2000

Occupant (s)  
311 E. 2nd Street  
Dubois, PA 15801

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME (S) :

Nicole E. Macinnis

PROPERTY ADDRESS:

309 E. 2nd Street Dubois, PA 15801

311 E. 2nd Street Dubois, PA 15801

LOAN ACCOUNT NUMBER:

711723-14-117707

ORIGINAL LENDER: Beneficial Consumer Discount Company D/B/A  
Beneficial Mortgage Company of Pennsylvania  
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company D/B/A  
Beneficial Mortgage Company of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 309 E. 2nd Street Dubois, PA 15801 & 311 E. 2nd Street Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$1,180.98 for the months of May 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$5,712.72**

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,712.72, 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:

Kevin Marshall  
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage  
Company of Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 8621, Elmhurst, IL 60126

Phone Number: 1-800-958-2418, Ext. 7604

Fax Number: 1-630-617-7529

Contact Person: Kevin Marshall

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You \_\_\_\_\_ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.**

**NOTE:** Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4834  
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) 465-2557  
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.

FILED

BRO  
FEB 01 2001

171309/athy mccabe  
William A. Shaw  
Prothonotary

PD \$ 80.00

Dec 5/2001

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 10658**

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**01-174-CD**

**VS.**

**MACINNIS, NICOLE E. A/k/a NICOLE E. BONINI**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

**NOW FEBRUARY 9, 2001, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NICOLE E. MACINNIS A/K/A NICOLE E. BONINI, DEFENDANT.**

**NOW FEBRUARY 12, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NICOLE E. MACINNIS A/K/A NICOLE E. BONINI, DEFENDANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED VERNON SHAFFER, BOYFRIEND.**

**NOW FEBRUARY 15, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANTS OF PROPERTY OF NICOLE E. MACINNIS A/K/A NICOLE E. BONINI AT 309 AND 311 E. 2ND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. THE HOUSE IS EMPTY.**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
-------------	--------------------

**43.32 SHFF. HAWKINS PAID BY: ATTY.**

**32.12 SHFF. KONTES PAID BY: ATTY.**

**20.00 SURCHARGE PAID BY: ATTY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10658

BENEFICIAL CONSUMER DISCOUNT COMPANY

01-174-CD

VS.

MACINNIS, NICOLE E. A/k/a NICOLE E. BONINI

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

Sworn to Before Me This

20th Day Of February 2001  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

FEB 20 2001  
013:44 PM  
William A. Shaw   
Prothonotary

# Affidavit of Service

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

Nicole E. Macinnis, a/k/a Nicole E.  
Bonini

No. 174 Term, 20 01

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW February 12, 20 01 at 1:13 o'clock P.M.

served the within Complaint in Mortgage Foreclosure on Nicole E. Macinnis, a/k/a  
Nicole E. Bonini

at 159 Main St., Ridgway, Elk County, Pa.

by handing to Vernon Shaffer, boyfriend and adult in charge of residence,  
a true and attested copy of the original Complaint in Mortgage Foreclosure and made  
known to him the contents thereof. Sheriff's Costs - \$32.12 PAID

Sworn to before me this 14th

day of February A.D. 20 01

Candace Key

My Commission Expires January 5, 2004 Prothonotary

118.11-010

So answers,

Thomas C. Korte

Earl C. Pontious

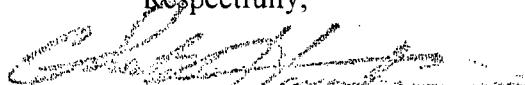
Sheriff

Deputy

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

This Deputation being made at the request and risk of the Plaintiff this 9th day of FEBRUARY 2001.

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRANCE 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 Dirve, P.O. Box 8634	:	
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
Nicole E. Macinnis,	:	
a/k/a Nicole E. Bonini	:	
159 Main Street	:	
Ridgway, PA 15853	:	Number 01-174-CO

CIVIL ACTION/MORTGAGE FORECLOSURE  
NOTICE AVISO

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

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

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

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

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

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

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

FEB 01 2001

Attest.

*William L. Flanagan*  
Prothonotary

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1968, Page 382.

4. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 309 and 311 E. 2nd Street, Dubois, PA 15801.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 5/1/00 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	\$87,754.86
Interest 4/1/00 through 1/16/01	\$10,065.67
(Plus \$33.49 per diem thereafter)	
Attorney's Fee	\$ 4,387.74
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$102,758.27

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 \$102,758.27, together with interest at the rate of \$33.49 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

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITuate IN THE THIRD WARD OF THE CITY OF DUBOIS, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AND KNOWN AND NUMBERED ON THE JOHN E. DUBOIS PLAN OF LOTS AS LOT NO. 647, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY SOUTH PARK STREET; ON THE EAST BY LOT NO. 648; ON THE SOUTH BY EAST SECOND AVENUE; AND ON THE WEST BY LOT NO. 646; BEING 60 FEET WIDE ON EAST SECOND AVENUE AND SOUTH PARK STREET AND 150 FEET DEEP FROM EAST SECOND AVENUE TO SOUTH PARK STREET. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE KNOWN AS NO. 313 EAST SECOND AVENUE.

SUBJECT TO RESERVATION CONCERNING INTOXICATING DRINKS AS CONTAINED IN FORMER DEED.

TAX ID# 7.3-024-000-7923

"EXHIBIT A"

October 19, 2000

Nicole E. Macinnis  
159 Main Street  
Ridgway, PA 15853

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Nicole E. Macinnis  
PROPERTY ADDRESS: 309 E. 2nd Street Dubois, PA 15801  
311 E. 2nd Street Dubois, PA 15801  
LOAN ACCOUNT NUMBER: 711723-14-117707

"EXHIBIT B"

ORIGINAL LENDER:

Company of Pennsylvania

Beneficial Consumer Discount Company D/B/A Beneficial Mortgage

Company of Pennsylvania

Beneficial Consumer Discount Company D/B/A Beneficial Mortgage

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at 309 E. 2nd Street Dubois, PA 15801 & 311 E. 2nd Street Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$1,180.98 for the months of May 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$5,712.72**

**HOW TO CURE THE DEFAULT**--You may cure this default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,712.72, 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:

Kevin Marshall  
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of  
Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

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

**IF THE MORTGAGE IS FORECLOSED UPON**--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be

added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 8621, Elmhurst, IL 60126

Phone Number: 1-800-958-2418, Ext. 7604

Fax Number: 1-630-617-7529

Contact Person: Kevin Marshall

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You        may or   X   may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY  
THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE  
THE ATTACHED LIST.**

**NOTE:** Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4858  
RETURN RECEIPT REQUESTED

October 19, 2000

Occupant (S)  
309 E. 2nd Street  
Dubois, PA 15801

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):

Nicole E. Macinnis

PROPERTY ADDRESS:

309 E. 2nd Street Dubois, PA 15801

LOAN ACCOUNT NUMBER:

311 E. 2nd Street Dubois, PA 15801

711723-14-117707

ORIGINAL LENDER: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania  
CURRENT LENDER/SERVICER: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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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.

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(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 309 E. 2nd Street Dubois, PA 15801 & 311 E. 2nd Street Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$1,180.98 for the months of May 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$5,712.72**

**HOW TO CURE THE DEFAULT**--You may cure this default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,712.72, 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:

Kevin Marshall  
Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of  
Pennsylvania  
P.O. Box 8621  
Elmhurst, IL 60126

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

**IF THE MORTGAGE IS FORECLOSED UPON**--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be

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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.

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Name of Lender: Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Company of Pennsylvania

Address: P.O. Box 8621, Elmhurst, IL 60126

Phone Number: 1-800-958-2418, Ext. 7604

Fax Number: 1-630-617-7529

Contact Person: Kevin Marshall

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.

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- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.**

**NOTE:** Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4841  
RETURN RECEIPT REQUESTED

October 19, 2000

Occupant(s)  
311 E. 2nd Street  
Dubois, PA 15801

# ACT 91 NOTICE

## TAKE ACTION TO SAVE

## YOUR HOME FROM

## FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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HOMEOWNER'S NAME (S) : Nicole E. Macinnis  
PROPERTY ADDRESS: 309 E. 2nd Street Dubois, PA 15801  
311 E. 2nd Street Dubois, PA 15801  
LOAN ACCOUNT NUMBER: 711723-14-117707

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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Company of Pennsylvania  
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Phone Number: 1-800-958-2418, Ext. 7604

Fax Number: 1-630-617-7529

Contact Person: Kevin Marshall

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You \_\_\_\_\_ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 4834  
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.

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$102,758.27
Interest from 1/17/01	
through 4/5/01	\$ 2,645.71
TOTAL	\$105,403.98

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

AND NOW, this 11th day of April, 2001,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania  
and against Defendant Nicole E. Macinnis, a/k/a Nicole E. Bonini  
and damages are assessed in the amount of \$105,403.98, plus  
interest and costs.

**FILED**

APR 11 2001

BY THE PROTHONOTARY:

*William A. Shaw*

William A. Shaw  
Prothonotary

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Nicole E. Macinnis  
a/k/a Nicole E. Bonini  
159 Main Street  
Ridgway, PA 15853

Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
Nicole E. Macinnis, a/k/a Nicole E. Bonini	:	NUMBER 01-174-CD

NOTICE

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

William A. Shaw  
Prothonotary

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

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

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Nicole E. Macinnis, a/k/a Nicole E. Bonini, is over eighteen (18) years of age and resides at 159 Main Street, Ridgway, PA 15853.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 6th DAY  
OF APRIL, 2001.

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

Lana T. Watts  
Notary Public

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

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

Attorney for Plaintiff

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Co. of Pennsylvania :  
v. :  
Nicole E. Macinnis, a/k/a : NUMBER 01-174-CD  
Nicole E. Bonini :  
:

CERTIFICATION

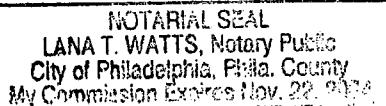
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the 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 6<sup>th</sup> DAY

OF APRIL 2001.

Lana T. Watts  
NOTARY PUBLIC

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



**VERIFICATION**

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

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

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

William A. Shaw  
Prothonotary

March 7, 2001

To: Nicole E. Macinnis,  
a/k/a Nicole E. Bonini  
159 Main Street  
Ridgway, PA 15853

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Co. of Pennsylvania :  
v. :  
Nicole E. Macinnis, a/k/a : NUMBER 01-174-CD  
Nicole E. Bonini :  
:

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

**IMPORTANT NOTICE**

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

TJM/ll

Exhibit "A"

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.: 2001-00174-CD

Real Debt: \$105,403.98

Atty's Comm:

Vs.

Costs: \$

Int. From:

Nicole E. Macinnis  
Nicole E. Bonini  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 11, 2001

Expires: April 11, 2006

Certified from the record this 11th of April, 2001



\_\_\_\_\_  
William A. Shaw

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

**FILED**

APR 11 2001  
Mia McCabe  
William A. Shaw  
Prothonotary

pd. \$20,000

*Get not to Def.  
Get Statement to Atty.*

Praecipe for Writ of Execution - Money Judgments.

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.  
Nicole E. Macinnis, a/k/a  
Nicole E. Bonini

NO. 01-174-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 313 E. 2nd Street, Dubois, PA 15801.  
(more fully described as attached)
- (3). against the following property in the hands of (name) n/a garnishee
- (4). and index this writ  
(a) against Nicole E. Macinnis, a/k/a Nicole E. Bonini.  
defendant(s) and
- (b) against n/a, as garnishee  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
313 E. 2nd Street, Dubois, PA 15801.  
(more fully described as attached.)

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due \$ 105,403.98  
Interest from 4/5/01 \$  
at \$17.32 per diem  
Costs (to be added) \$  
Paid to Prothonotary \$ 215.44

  
Attorney for Plaintiff(s)

Proth'y. No. 63

FILED

APR 30 2001

1/3:30pm

William A. Shaw

Prothonotary PD

1 Center to Amy 20-2

6 weeks to SHEP

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE THIRD WARD OF THE CITY OF DUBOIS, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AND KNOWN AND NUMBERED ON THE JOHN E. DUBOIS PLAN OF LOTS AS LOT NO. 447, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY SOUTH PARK STREET; ON THE EAST BY LOT NO. 448; ON THE SOUTH BY EAST SECOND AVENUE; AND ON THE WEST BY LOT NO. 446; BEING 50 FEET WIDE ON EAST SECOND AVENUE AND SOUTH PARK STREET AND 150 FEET DEEP FROM EAST SECOND AVENUE TO SOUTH PARK STREET. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE KNOWN AS NO. 313 EAST SECOND AVENUE.

SUBJECT TO RESERVATION CONCERNING INTOXICATING DRINKS AS CONTAINED IN FORMER DEED.

Parcel #7.3-024-000-07923

BEING KNOWN AS 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801.

**EXHIBIT 'A'**

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

Beneficial Consumer Discount Company,  
Beneficial Mortgage Co. of Pennsylvania,

Vs.

NO.: 2001-00174-CD

Nicole E. Macinnis ,

**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 NICOLE E. MACINNIS , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
313 E. 2nd Street, DuBois, PA 15801 (more fully described as attached)
- (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: \$105,403.98  
INTEREST: \$from 4/5/01 at \$17.32 per diem  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/30/2001

PAID: \$215.44  
SHERIFF: \$  
OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Terrence J. McCabe, Esq.  
First Union Building  
Philadelphia, PA 19109

---

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE THIRD WARD OF THE CITY OF DUBOIS, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AND KNOWN AND NUMBERED ON THE JOHN E. DUBOIS PLAN OF LOTS AS LOT NO. 447, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY SOUTH PARK STREET; ON THE EAST BY LOT NO. 648; ON THE SOUTH BY EAST SECOND AVENUE; AND ON THE WEST BY LOT NO. 646; BEING 60 FEET WIDE ON EAST SECOND AVENUE AND SOUTH PARK STREET AND 160 FEET DEEP FROM EAST SECOND AVENUE TO SOUTH PARK STREET. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE KNOWN AS NO. 313 EAST SECOND AVENUE.

SUBJECT TO RESERVATION CONCERNING INTOXICATING DRINKS AS CONTAINED IN FORMER DEED.

Parcel #7.3-024-000-07923

BEING KNOWN AS 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801.

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 30<sup>th</sup> DAY OF MAY, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> DAY  
OF MAY, 2001.

Michelle A. Holack  
NOTARY PUBLIC



FILED

JUN 07 2001

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Co. of Pennsylvania :  
v. :  
Nicole E. Macinnis, a/k/a : NUMBER 01-174-CD  
Nicole E. Bonini :  
:

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801 Parcel # 7.3-024-000-07923, a copy of the description of said property is attached hereto and marked Exhibit "A."

Nicole E. Macinnis 159 Main Street  
a/k/a Nicole E. Bonini Ridgway, PA 15853

Nicole E. Macinnis 159 Main Street  
a/k/a Nicole E. Bonini Ridgway, PA 15853

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Plaintiff herein.

First Commonwealth Bank PO Box 400,  
Indiana, PA 15701

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 **EVIDENCE**

Name **Sam** Address

None.

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name \_\_\_\_\_ Address \_\_\_\_\_

Tenant(s) 313 E. 2<sup>nd</sup> Street,  
Dubois, PA 15801

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

May 30, 2001

DATE

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

# EXHIBIT "A"

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

DATE: May 30, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Nicole E. Macinnis a/k/a Nicole E. Bonini

PROPERTY: 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on July 06, 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 a mortgage or judgments on 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"**

MCCABE, WEISBERG AND CONWAY, P.C.  
 ▶ FIRST UNION BUILDING  
 123 SOUTH BROAD STREET  
 Address  
 of Sender  
 SUITE 2080  
 PHILADELPHIA, PA 19109

1370 U.S. POSTAGE PB 2232577 \*  
 7050 \$00.750 MAY 30 01  
 2432 19109

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender if COD	Return Receipt (R.R.) for Merchandise					If Registered Mail, affix stamp here if issued as certificate of mailing, or for additional copies of this bill.	Postmark and Date of Receipt
									<input type="checkbox"/> Express	<input type="checkbox"/> Registered	<input type="checkbox"/> Certified	<input type="checkbox"/> Int'l Rec. Del.	<input type="checkbox"/> Insured		
1	Bene	First Commonwealth Bank P.O. Box 406 Indiana, Pa 15701							RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
2	V.														
3	Magian's														
4	N. Cole	Tennants 343 E. 2nd Street Dubois, Pa 15801													

Domestic Relations  
Clearfield County  
530 E. Market  
Suite 300  
Clearfield, Pa 16830

1370 U.S. POSTAGE PB 2232577 \*  
 7050 \$00.750 MAY 30 01  
 2432 19109

EX IT BO BO

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
3		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, seen with optional postal insurance. 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.

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, April 1999

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 17<sup>th</sup> DAY OF JULY, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 17<sup>th</sup> DAY OF  
JULY, 2001.

  
NOTARY PUBLIC

NOTARIAL SEAL  
MICHELLE A. HOLACK, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 28, 2005

**FILED**

JUL 20 2001

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Co. of Pennsylvania :  
v.  
Nicole E. Macinnis, a/k/a : NUMBER 01-174-CD  
Nicole E. Bonini :

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801 Parcel # 7.3-024-000-07923, a copy of the description of said property is attached hereto and marked Exhibit "A."

Nicole E. Macinnis 159 Main Street  
a/k/a Nicole E. Bonini Ridgway, PA 15853

Nicole E. Macinnis 159 Main Street  
a/k/a Nicole E. Bonini Ridgway, PA 15853

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Plaintiff herein.

First Commonwealth Bank PO Box 400,  
Indiana, PA 15701

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 **EXHIBIT "A"** Address  
None

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
------	---------

Tenant(s)	313 E. 2 <sup>nd</sup> Street, Dubois, PA 15801
-----------	--

Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
--------------------	---

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

July 17, 2001

---

DATE

Terrence J. McCabe

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

DATE: July 17, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Nicole E. Macinnis a/k/a Nicole E. Bonini

PROPERTY: 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on October 5, 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 a mortgage or judgments on 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"**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BENEFICIAL CONSUMER DISCOUNT : No. 01-174-CD  
COMPANY, d/b/a BENEFICIAL :  
MORTGAGE CO. OF PENNSYLVANIA, :  
: Plaintiff : Type of Case:  
: vs. : **FORECLOSURE**  
: : Type of Pleading:  
NICOLE E. MACINNIS, a/k/a NICOLE : **PLAINTIFF'S PETITION**  
E. BONINI, : **FOR REASSESSMENT OF**  
: **DAMAGES**  
Defendant :  
: Filed on Behalf of:  
: **PLAINTIFF**  
: : Attorney for this party:  
: **Terrence J. McCabe, Esquire**  
: **McCabe, Weisberg and Conway, P.C.**  
: **Supreme Court No. 16496**  
: **First Union Building**  
: **123 South Broad Street, Suite 2080**  
: **Philadelphia, PA 19109**

**FILED**

111 3 n 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BENEFICIAL CONSUMER DISCOUNT  
COMPANY, d/b/a BENEFICIAL  
MORTGAGE CO. OF PENNSYLVANIA  
Plaintiff : No. 01-174-CD  
vs  
NICOLE E. MACINNIS, a/k/a  
NICOLE E. BONINI  
Defendant :

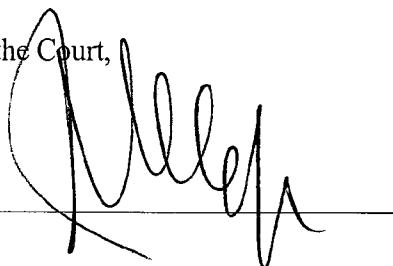
***RULE RETURNABLE***

AND NOW THIS 30<sup>th</sup> day of July, 2001, upon consideration of the Plaintiff's Petition for Reassessment of Damages, against Nicole E. Macinnis a/k/a Nicole E. Bonini Defendant herein and directed to Nicole E. Macinnis a/k/a Nicole E. Bonini to show cause, if any, why said Petition should not be granted.

This Rule shall be Returnable the 24 day of August, 2001, for filing written response and hearing, at 9:30 A.M.

By the Court,

J.



**FILED**

111 3 n 2001

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Co. of Pennsylvania :  
v. :  
Nicole E. Macinnis, a/k/a : NUMBER 01-174-CD  
Nicole E. Bonini :  
:

O R D E R

AND NOW, this 24 day of Aug, 2001, upon  
consideration of the Petition of Beneficial Consumer Discount  
Company, d/b/a Beneficial Mortgage Co. of Pennsylvania For  
Reassessment of Damages, it is ORDERED that reassessment of  
damages is hereby granted and the Plaintiff's Judgment in this  
case is to be reassessed by the Prothonotary as follows:

Judgment	\$105,403.98
Interest from 4/6/01 - 6/27/01	\$ 2,779.67
@ 33.49 per diem	
County/school/borough taxes paid	\$ 10,005.17

REASSESSED DAMAGES

\$118,188.82

BY THE COURT

J.

FILED  
07/19/2001 10:51 AM  
AUG 24 2001 Atty Smith

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

MEMORANDUM OF LAW

Under the terms of the mortgage, Plaintiff is entitled to inclusion of Real Estate Taxes and other charges advanced by Mortgagee to protect its security interest as set forth in Plaintiff's foregoing Petition, in the amount of Judgment against the Defendants.

Respectfully submitted,  
McCABE, WEISBERG & CONWAY, P.C.  
BY: Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

**PLAINTIFF'S PETITION  
FOR REASSESSMENT OF DAMAGES**

Plaintiff, Beneficial Consumer Discount Company, d/b/a  
Beneficial Mortgage Co. of Pennsylvania petitions the Court for  
Reassessment of Damages for the following reasons:

1. Plaintiff's Complaint in Mortgage Foreclosure was filed on February 1, 2001.
2. On April 14, 2001, a Judgment was entered in favor of Plaintiff and against Defendants in the amount of \$105,403.98 plus interest and costs.
3. Since the entry of Judgment, the Plaintiff has paid \$10,005.17 for 1998-200 county/school/borough taxes to protect its security interest and to avoid sale of the real estate at the Clearfield County Private Sale.

4. Upon disposition of this petition, the amount due and owing will be as follows:

Judgment	\$105,403.98
Interest from 4/5/01 - 6/27/01	\$ 2,779.67
@ 33.49 per diem	
County/school/borough taxes paid	\$ 10,005.17
<b>REASSESSED DAMAGES</b>	<b>\$118,188.82</b>

6. Under the terms of the mortgage, Plaintiff is entitled to inclusion of the figures set forth above and requests such other and further relief as is just.

WHEREFORE, Plaintiff requests this Honorable Court issue an Order to the Prothonotary to reassess the damages as set forth above.

Respectfully submitted,  
McCABE, WEISBERG & CONWAY, P.C.  
BY: Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

VERIFICATION

Terrence J. McCabe, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing facts are true and correct to the best of his knowledge, information and belief.

The undersigned also understands that this statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

Dated:

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

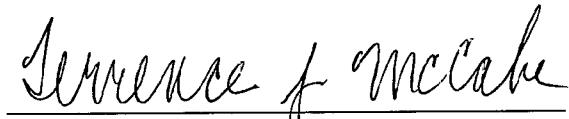
Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for Movant, hereby certify that I served a true and correct copy of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania's Petition for Reassessment of Damages by United States Mail, first class, postage prepaid, on the 28th day of June, 2001, upon the following:

Nicole E. Macinnis, a/k/a  
Nicole E. Bonini  
159 Main Street  
Ridgway, PA 15853

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

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

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020

MARGARET GAIRO

FAX (215) 790-1274

SUITE 5225  
500 FIFTH AVENUE  
NEW YORK, NY 10110  
(212) 575-1010  
FAX (212) 575-2537

June 28, 2001

Nicole E. Macinnis, a/k/a  
Nicole E. Bonini  
159 Main Street  
Ridgway, PA 15853

**Re: Beneficial Consumer Discount Company, et Al**  
**Vs.**

**Nicole E. Macinnis, A/k/a Nicole E. Bonini**  
**Clearfield County; C.C.P.; Number 01-174 Cd**

Dear Sir/Madam:

Enclosed please find a copy of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania's Petition for Reassessment of Damages in regards to the above captioned matter. Please be advised that the original is being duly filed with the Court.

Very truly yours,

*Terrence J. McCabe*  
TERRENCE J. McCABE

TJM/tr  
Enclosure

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

Attorney for Plaintiff

Beneficial Consumer Discount	:	CLEARFIELD COUNTY
Company, d/b/a Beneficial	:	COURT OF COMMON PLEAS
Mortgage Co. of Pennsylvania	:	
v.	:	
Nicole E. Macinnis, a/k/a	:	NUMBER 01-174-CD
Nicole E. Bonini	:	

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for Movant, hereby certify that I served a true and correct copy of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania's Petition for Reassessment of Damages as well as the Rule Returnable dated July 30, 2001 by United States Mail, first class, postage prepaic, on the 10th day of August, 2001, upon the following:

Nicole E. Macinnis, a/k/a  
Nicole E. Bonini  
159 Main Street  
Ridgway, PA 15853

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

FILED

AUG 13 2001

William A. Shaw  
Prothonotary

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

Beneficial Consumer Discount Company,  
Beneficial Mortgage Co. of Pennsylvania,

Vs.

NO.: 2001-00174-CD

Nicole E. Macinnis ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

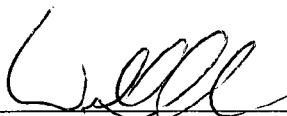
To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, , Plaintiff(s) from NICOLE E. MACINNIS , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
313 E. 2nd Street, DuBois, PA 15801 (more fully described as attached)
- (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: \$105,403.98  
INTEREST: from 4/5/01 at \$17.32 per diem  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/30/2001

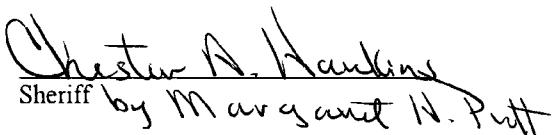
PAID: \$215.44  
SHERIFF: \$  
OTHER COSTS: \$

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

  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 1st day  
of May A.D. 2001  
At 10:13 A.M./P.M.

Requesting Party: Terrence J. McCabe, Esq.  
First Union Building  
123 South Broad St., Suite 2080  
Philadelphia, PA 19109

  
Chester A. Hawkins  
Sheriff by Margaret N. Pratt

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE THIRD WARD OF THE CITY OF DUBOIS, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AND KNOWN AND NUMBERED ON THE JOHN E. DUBOIS PLAN OF LOTS AS LOT NO. 447, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY SOUTH PARK STREET; ON THE EAST BY LOT NO. 648; ON THE SOUTH BY EAST SECOND AVENUE; AND ON THE WEST BY LOT NO. 646; BEING 60 FEET WIDE ON EAST SECOND AVENUE AND SOUTH PARK STREET AND 150 FEET DEEP FROM EAST SECOND AVENUE TO SOUTH PARK STREET. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE KNOWN AS NO. 313 EAST SECOND AVENUE.

SUBJECT TO RESERVATION CONCERNING INTOXICATING DRINKS AS CONTAINED IN FORMER DEED.

Parcel #7.3-024-000-07923

BEING KNOWN AS 313 E. 2<sup>nd</sup> Street, Dubois, PA 15801.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 10973**

**BENEFICIAL CONSUMER DISCOUNT COMPANY ET AL**

**01-174-CD**

**VS.**

**MACINNIS, NICOLE E.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JULY 20, 2001, AT 2:40 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, OCTOBER 5, 2001, AT 10:00 AM O'CLOCK.**

**NOW, JULY 23, 2001, SHERIFF TOM KONTES OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NICOLE E. MACINNIS A/K/A NICOLE E. BONINI, DEFENDANT.**

**NOW, JULY 25, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND A COPY OF LEVY ON NICOLE E. MACINNIS A/K/A NICOLE E. BONINI, DEFENDANT, BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, OCTOBER 5, 2001, SALE WAS CANCELLED - PER PETER SMITH WHO REPRESENTED BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL. LETTER TO FOLLOW.**

**NOW, OCTOBER 9, 2001, RECEIVED FAX FROM TERENCE MCCABE, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE CANCELLED AS A RESULT OF BENEFICIAL'S DEFICIENT EQUITY POSITION. WRIT IS TO BE RETURNED.**

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**BENEFICIAL CONSUMER DISCOUNT COMPANY ET AL**

**Sheriff Docket # 10973**

**01-174-CD**

**VS.**

**MACINNIS, NICOLE E.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

**NOW, JANUARY 22, 2002, RETURN WRIT AS NO SALE HELD, PLAINTIFF  
CANCELLED AS A RESULT OF PLAINTIFFS DEFICIENT EQUITY POSITION.  
PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE  
TO THE ATTORNEY.**

**SHERIFF HAWKINS \$188.78  
SURCHARGE \$ 20.00  
PAID BY ATTORNEY**

**FILED**

**JAN 22 2002**

**013:40 pm  
William A. Shaw  
Prothonotary**

**Sworn to Before Me This**

**22nd Day Of January 2002**

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

**So Answers,**

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



CHERTERED 1851  
SHERIFF'S OFFICE  
**Clearfield County**

TELEFAX  
(814)765-5915

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT CLERK  
PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT

COMPANY, d/b/a BENEFICIAL MORTGAGE CO

NO. 01-174-CD

VS OF PENNSYLVANIA

**ACTION:** WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY

NICOLE E. MACINNIS A/K/A  
NICOLE E. BONINI

**SERVE BY:** AUGUST 24, 2001

OR

**HEARING DATE:**

\*\*\*\*\*

**SERVE:** NICOLE E. MACINNIS  
a/k/a NICOLE E. BONINI

**ADDRESS:** 159 MAIN STREET  
RIDGWAY, PA 15853

\*\*\*\*\*

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

This deputation being made at the request and risk of the plaintiff  
this 23rd day of JULY 2001.

Respectfully,  
*Chester A. Hawkins*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

**COPY**

ELK COUNTY SHERIFF'S OFFICE  
Elk County Courthouse  
RIDGEWAY, PA 15853

CASH  
RECEIPT

Received From

Date July 25 2001

No

4242

Address McCabe, Weisberg & Conway

123 S. Broad St., Suite 200, Philadelphia

Dollars \$ 75.00

For Beneficial vs. Macinnis

No. 01-174

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	<input checked="" type="checkbox"/>	
BALANCE DUE			MONEY ORDER		

By

Lisa Martin

*copy*

# Affidavit of Service

Beneficial Consumer Discount Company,  
Beneficial Mortgage Co. of Pennsylvania

vs.

Nicole E. Macinnis

No. 174 Term, 20 01

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW July 25, 2001 at 3:01 o'clock P.M.  
Writ of Execution, Notice of Sale and  
served the within copy of Levy on Nicole E. Macinnis a/k/a

Nicole E. Bonini

at 159 Main Street, Ridgway, Elk County, PA

by handing to her

a true and attested copy of the original Writ of Execution, Notice of Sale & copy of Levy and made  
known to her the contents thereof. Sheriff's Costs - \$22.12 PAID

Sworn to before me this 31st

day of July A.D. 20 01

So answers,

Thomas C. Kosta

Sheriff

John Hoff

Deputy

118.11-010

**COPY**

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

TERRENCE J. McCABE

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

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020

SUITE 1503  
52 VANDERBILT AVENUE  
NEW YORK, NY 10017  
(212) 697-0011  
FAX (212) 953-0986

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

October 9, 2001

Re: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL  
VS.

NICOLE E. MACINNIS, A/K/A NICOLE E. BONINI  
CLEARFIELD COUNTY, C.C.P.; NUMBER 01-174 CD  
PREMISES: 313 E. 2ND STREET, DUBOIS, PA 15801  
Date of Sheriff's Sale: October 5, 2001 @ 10:00 a.m.

Dear Sheriff:

As you know, the above-captioned property is currently listed for the October 5, 2001 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Please be advised that my client, Beneficial Consumer Discount Company, has received no monies; the Sheriff's Sale is being stayed as a result of Beneficial's deficient equity position.

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 the enclosed copy of this letter and returning the same to me forthwith in the stamped, self-addressed envelope provided. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

*Terrence J. McCabe*  
TERRENCE J. McCABE

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

SIGNATURE

DATE

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

TERRENCE J. McCABE

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

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020

SUITE 1503  
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

October 9, 2001

Re: BENEFICIAL CONSUMER DISCOUNT COMPANY, ET AL  
VS.

NICOLE E. MACINNIS, A/K/A NICOLE E. BONINI  
CLEARFIELD COUNTY; C.C.P.; NUMBER 01-174 CD  
PREMISES: 313 E. 2ND STREET, DUBOIS, PA 15801  
Date of Sheriff's Sale: October 5, 2001 @ 10:00 a.m.

Dear Sheriff:

As you know, the above-captioned property is currently listed for the **October 5, 2001** Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Please be advised that my client, Beneficial Consumer Discount Company, has received no monies; the Sheriff's Sale is being stayed as a result of Beneficial's deficient equity position.

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 the enclosed copy of this letter and returning the same to me forthwith in the stamped, self-addressed envelope provided. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

*Terrence J. McCabe*  
TERRENCE J. McCABE

TJM/nas  
Enclosures **DY**  
SENT VIA REGULAR MAIL AND FACSIMILE TRANSMITTAL--NUMBER  
814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, \_\_\_\_\_, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2001, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to \_\_\_\_\_ he/she being the highest bidder, for the sum of \$ \_\_\_\_\_ and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	12.35
LEVY	15.00
MILEAGE	12.35
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	15.00
BILLING - PHONE - FAX	\$ 15.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 188.78</b>

DEED COSTS:

REGISTER & RECORDER	\$
ACKNOWLEDGEMENT	
TRANSFER TAX 2%	

*COPY*  
X5.50  
5.00

<b>TOTAL DEED COSTS</b>	<b>\$</b>
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DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 105,403.98
INTEREST FROM 4-5-01 AT \$17.32 PER DIEM	
TO BE ADDED	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 105,403.98</b>

COSTS:

ATTORNEY FEES	\$ —
PROTH. SATISFACTION	423.84
ADVERTISING	—
LATE CHARGES & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	—
COSTS OF SUIT-To Be Added	—
LIST OF LIENS	—
MORTGAGE SEARCH	145.00
ACKNOWLEDGEMENT	—
DEED COSTS	—
ATTORNEY COMMISSION	188.78
SHERIFF COSTS	\$ 67.50
LEGAL JOURNAL AD	—
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
PROTHONOTARY	\$ 215.44

**TOTAL COSTS**

**\$ 880.12**

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

Chester A. Hawkins, Sheriff