

01-201-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY -vs- DAVID L. SLOTHER et al

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

Attorney for Plaintiff

Beneficial Consumer Discount  
Company, d/b/a Beneficial  
Mortgage Co. of Pennsylvania  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126-1058

Clearfield County  
Court of Common Pleas

v.

David L. Slother  
RR 1 Box 627D  
Osceola, PA 16666  
and  
Jennifer K. Slother  
RR 1 Box 1  
Osceola, PA 16666

FILED

FEB 09 2001

William A. Shaw  
Prothonotary

Number 01-201-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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Clearfield County Courthouse  
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Philadelphia, Pennsylvania 19109  
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Attorney for Plaintiff

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|                                 |   |                       |
|---------------------------------|---|-----------------------|
| Beneficial Consumer Discount    | : | Clearfield County     |
| Company, d/b/a Beneficial       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| David L. Slother                | : |                       |
| RR 1 Box 627D                   | : |                       |
| Osceola, PA 16666               | : |                       |
| and                             | : |                       |
| Jennifer K. Slother             | : |                       |
| RR 1 Box 1                      | : |                       |
| Osceola, PA 16666               | : | Number                |

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is David L. Slother , who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR 1 Box 627D, Osceola, PA 16666.

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's

Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

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TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

## OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 12th day of April, 1994, between  
David L. Slother and Jennifer K. Slother  
hereafter called "Mortgagors," and☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania  
Corporation, having an office and place of business at 1995 S. Arherton St. State College, Pennsylvania,  
hereafter called "Mortgagee."WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even  
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27200.00, hereafter called "Credit  
Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell,  
grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City  
☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania,  
described as follows:

\*See attached Schedule A for description

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:40 PM 4-13-94  
BY Beneficial  
FEES 13.50  
Karen L. Starck, Recorder*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in  
Deed Book No. 1458, Page 591, as the Property therein described.☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by  
Mortgagors to \_\_\_\_\_  
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ \_\_\_\_\_. That  
prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of  
\_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its  
successors and assigns, forever.

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredempted, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): David Slother & Jennifer Slother  
PROPERTY ADDRESS: RR 1 Box 627D Osceola Mills, PA 16666  
LOAN ACCOUNT NUMBER: 711707-18-1203761

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

**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 6623  
RETURN RECEIPT REQUESTED

October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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HOMEOWNER'S NAME(S):

David Slother & Jennifer Slother

PROPERTY ADDRESS:

RR 1 Box 627D Osceola Mills, PA 16666

LOAN ACCOUNT NUMBER:

711707-18-1203761

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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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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

**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 6630  
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.

NOTARIAL PUBLIC  
JANUARY 1, 2003

NOTARIAL PUBLIC  
JANUARY 1, 2003

3-14-01 Document  
Reinstated/Recessed to Sheriff's Office  
for service.

Deputy Prothonotary

FILED

FEB 09 2001  
William A. Shaw  
Prothonotary

PD \$80.00

3 cc Sherry

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

Sheriff Docket # 10681

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage 01-201-CD

VS.

SLOTHER, DAVID L. and JENNIFER K.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MARCH 12, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DAVID L. SLOTHER, JENNIFER K. SLOTHER AND OCCUPANTS, DEFENDANTS. NEVER RECEIVED ADDITIONAL SURCHARGE FROM ATTORNEY.

**Return Costs**

| Cost  | Description                    |
|-------|--------------------------------|
| 26.34 | SHFF. HAWKINS PAID BY: ATTY.   |
| 8.00  | SURCHARGE PAID BY: ATTY.       |
| 22.00 | ADDL. SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

14th Day of March, 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*  
Chester A. Hawkins  
Sheriff

**FILED**

MAR 14 2001  
012:52 pm  
William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount  
Company, d/b/a Beneficial  
Mortgage Co. of Pennsylvania  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126-1058

v.

David L. Slother  
RR 1 Box 627D  
Osceola, PA 16666  
and  
Jennifer K. Slother  
RR 1 Box 1  
Osceola, PA 16666

Clearfield County  
Court of Common Pleas

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

FEB 09 2001

Attest.

*William L. Shaw*  
Prothonotary

Number

01-201-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

Attorney for Plaintiff

Number

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.

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's

Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 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



## OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 12th day of April, 19 94, between  
David L. Slother and Jennifer K. Slother  
hereafter called "Mortgagors," and☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania  
Corporation, having an office and place of business at 1995 S. Artherton St. State College, Pennsylvania,  
hereafter called "Mortgagee."WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even  
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27200.00, hereafter called "Credit  
Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell,  
grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City  
☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania,  
described as follows:

See attached Schedule A for description

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:40 pm 4-13-94  
BY Benjamin  
FEES 13.50  
Karen L. Starck, RecorderKaren L. Starck  
Karen L. Starck  
Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in  
Deed Book No. 1458, Page 591, as the Property therein described.☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by  
Mortgagors to \_\_\_\_\_  
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That  
prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of  
\_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its  
successors and assigns, forever.

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                      |  |
|----------------------|--|
| HOMEOWNER'S NAME(S): | <u>David Slother &amp; Jennifer Slother</u>  |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u> |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>                     |

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.

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**TOTAL AMOUNT PAST DUE: \$573.67**

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Carol Stream, IL 60197-4153

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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 4153, Carol Stream, IL 60197-4153

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 6623  
RETURN RECEIPT REQUESTED

October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):

David Slother & Jennifer Slother

PROPERTY ADDRESS:

RR 1 Box 627D Osceola Mills, PA 16666

LOAN ACCOUNT NUMBER:

711707-18-1203761

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 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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Address: P.O. Box 4153, Carol Stream, IL 60197-4153

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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- 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 6630  
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, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount  
Company, d/b/a Beneficial  
Mortgage Co. of Pennsylvania  
961 Weigel Drive, P.O. Box 8634  
Elmhurst, IL 60126-1058

Clearfield County  
Court of Common Pleas

v.

David L. Slother  
RR 1 Box 627D  
Osceola, PA 16666  
and  
Jennifer K. Slother  
RR 1 Box 1  
Osceola, PA 16666

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

FEB 09 2001

Attest.

*William L. Shaw*  
Prothonotary

Number

01-201-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

Attorney for Plaintiff

Number

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's



Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 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

## OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 12th day of April, 19 94, between David L. Slother and Jennifer K. Slother  
hereafter called "Mortgagors," and☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania Corporation, having an office and place of business at 1995 S. Atherton St. State College, Pennsylvania, hereafter called "Mortgagee."WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27200.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

See attached Schedule A for description

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:40 PM 4-13-94  
BY Benjamin  
FEES 13.50  
Karen L. Starck, RecorderKaren L. Starck  
Karen L. Starck  
Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1458, Page 591, as the Property therein described.☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by Mortgagors to \_\_\_\_\_ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of \_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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Specific information about the nature of the default is provided in the attached pages.

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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): | <u>David Slother &amp; Jennifer Slother</u>  |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u> |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>                     |

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

**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 6623  
RETURN RECEIPT REQUESTED

October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

# 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.

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HOMEOWNER'S NAME(S):

David Slother & Jennifer Slother

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LOAN ACCOUNT NUMBER:

711707-18-1203761

ORIGINAL LENDER:

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Company of Pennsylvania



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## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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OBTAINED WILL BE USED FOR THIS PURPOSE.**

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 6630  
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, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial : Court of Common Pleas  
Mortgage Co. of Pennsylvania :  
961 Weigel Drive, P.O. Box 8634 :  
Elmhurst, IL 60126-1058 :

v.

David L. Slother  
RR 1 Box 627D  
Osceola, PA 16666  
and  
Jennifer K. Slother  
RR 1 Box 1  
Osceola, PA 16666

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

FEB 09 2001

Attest.

*William B. Shaw*  
Prothonotary

Number 01-201-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

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|                                 |   |                       |
|---------------------------------|---|-----------------------|
| Beneficial Consumer Discount    | : | Clearfield County     |
| Company, d/b/a Beneficial       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| David L. Slother                | : |                       |
| RR 1 Box 627D                   | : |                       |
| Osceola, PA 16666               | : |                       |
| and                             | : |                       |
| Jennifer K. Slother             | : |                       |
| RR 1 Box 1                      | : |                       |
| Osceola, PA 16666               | : | Number                |

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is David L. Slother , who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR 1 Box 627D, Osceola, PA 16666.

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter



described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's

Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 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

## OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 12th day of April, 19 94, between  
David L. Slother and Jennifer K. Slother  
hereafter called "Mortgagors;" and☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania  
Corporation, having an office and place of business at 1995 S. Arherton St. State College, Pennsylvania,  
hereafter called "Mortgagee."WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even  
date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27200.00, hereafter called "Credit  
Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell,  
grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City  
☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania,  
described as follows:

See attached Schedule A for description

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:40 am 4-13-94  
BY Beneficial  
FEES 13.50  
Karen L. Starck, Recorder*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in  
Deed Book No. 1458, Page 591, as the Property therein described.☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by  
Mortgagors to \_\_\_\_\_  
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That  
prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of  
\_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its  
successors and assigns, forever.

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                      |  |
|----------------------|--|
| HOMEOWNER'S NAME(S): | <u>David Slother &amp; Jennifer Slother</u>  |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u> |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>                     |

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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- 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 6623  
RETURN RECEIPT REQUESTED



October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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David Slother & Jennifer Slother

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LOAN ACCOUNT NUMBER:

711707-18-1203761

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Beneficial Consumer Discount Company d/b/a Beneficial Mortgage

Company of Pennsylvania

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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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 6630  
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

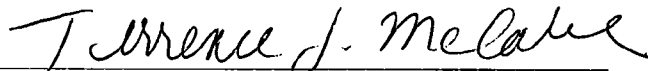
Attorney for Plaintiff


|                              |   |                       |
|------------------------------|---|-----------------------|
| BENEFICIAL CONSUMER DISCOUNT | : | CLEARFIELD COUNTY     |
| COMPANY, d/b/a BENEFICIAL    | : | COURT OF COMMON PLEAS |
| MORTGAGE CO. OF PENNSYLVANIA | : |                       |
| v.                           | : |                       |
| DAVID L. SLOTHER             | : |                       |
| and                          | : |                       |
| JENNIFER K. SLOTHER          | : | NUMBER 2001-201 CD    |

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED** <sup>1</sup>Atty pd.  
MAR 19 2001 3 Reinstated  
to Shff  
William A. Shaw  
Prothonotary 



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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial : Court of Common Pleas  
Mortgage Co. of Pennsylvania :  
961 Weigel Drive, P.O. Box 8634 :  
Elmhurst, IL 60126-1058 :  
:

v. :

David L. Slother  
RR 1 Box 627D  
Osceola, PA 16666  
and  
Jennifer K. Slother  
RR 1 Box 1  
Osceola, PA 16666

Number

FILED  
SEP 8 9 2001  
9:10 am  
William A. Shaw  
Prothonotary  
2001-201 CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

|                                 |   |                       |
|---------------------------------|---|-----------------------|
| Beneficial Consumer Discount    | : | Clearfield County     |
| Company, d/b/a Beneficial       | : | Court of Common Pleas |
| Mortgage Co. of Pennsylvania    | : |                       |
| 961 Weigel Drive, P.O. Box 8634 | : |                       |
| Elmhurst, IL 60126-1058         | : |                       |
|                                 | : |                       |
| v.                              | : |                       |
|                                 | : |                       |
| David L. Slother                | : |                       |
| RR 1 Box 627D                   | : |                       |
| Osceola, PA 16666               | : |                       |
| and                             | : |                       |
| Jennifer K. Slother             | : |                       |
| RR 1 Box 1                      | : |                       |
| Osceola, PA 16666               | : | Number                |

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is David L. Slother , who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR 1 Box 627D, Osceola, PA 16666.

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's

Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

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

## OPEN-END MORTGAGE

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

THIS MORTGAGE, entered into this 12th day of April, 1994, between David L. Slother and Jennifer K. Slother hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania Corporation, having an office and place of business at 1995 S. Atherton St. State College, Pennsylvania, hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27,200.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

See attached Schedule A for description

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

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 12:40 PM 4-13-94  
 BY Beneficial  
 FEES 13.50  
 Karen L. Starck, Recorder



*Karen L. Starck*  
 Karen L. Starck  
 Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_  
 Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1458, Page 391, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by Mortgagors to \_\_\_\_\_, as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of \_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining undecreeded, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                      |  |
|----------------------|--|
| HOMEOWNER'S NAME(S): | <u>David Slother &amp; Jennifer Slother</u>  |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u> |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>                     |

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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



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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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**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 6623  
RETURN RECEIPT REQUESTED

October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                      |   |
|----------------------|---|
| HOMEOWNER'S NAME(S): | <u>David Slother &amp; Jennifer Slother</u>                           |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u>                          |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>  |
| ORIGINAL LENDER:     | <u>Beneficial Consumer Discount Company d/b/a Beneficial Mortgage</u> |

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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

**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 6630  
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

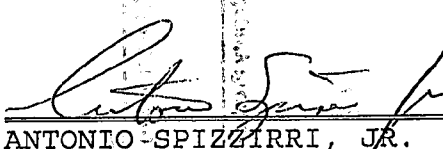
Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, Pa 15701  
(412) 465-2657  
FAX # (412) 465-5118

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.

3-19-01 Document  
Reinstated/~~Reinstated~~ to Sheriff/~~Attorney~~  
for service.

*William L. Brown*  
Deputy Prothonotary

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

Sheriff Docket # 10681

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage 01-201-CD

VS.

SLOTHER, DAVID L. and JENNIFER K.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW MARCH 22, 2001 AT 1:42 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER K. SLOTHER, DEFENDANT AT RESIDENCE, RR#1 BOX 627D, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MIKE SLOTHER, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW MARCH 28, 2001 AT 9:57 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID L. SLOTHER, DEFENDANT AT RESIDENCE RD#1 BOX 199, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID L. SLOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW MARCH 29, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANT. HOUSE IS EMPTY.

---

Return Costs

| Cost  | Description                  |
|-------|------------------------------|
| 50.12 | SHFF. HAWKINS PAID BY: ATTY. |
| 30.00 | SURCHARGE PAID BY: ATTY.     |

**FILED**

APR 02 2001  
6/12:00/11  
William A. Shaw  
Prothonotary  
K&L

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

Sheriff Docket # 10681

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage 01-201-CD

VS.

SLOTHER, DAVID L. and JENNIFER K.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

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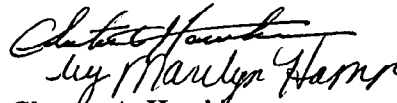
Sworn to Before Me This

2 Day Of April 2001



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

So Answers,



Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff

|                              |   |                       |
|------------------------------|---|-----------------------|
| BENEFICIAL CONSUMER DISCOUNT | : | CLEARFIELD COUNTY     |
| COMPANY, d/b/a BENEFICIAL    | : | COURT OF COMMON PLEAS |
| MORTGAGE CO. OF PENNSYLVANIA | : |                       |
| v.                           | : |                       |
| DAVID L. SLOTHER             | : |                       |
| and                          | : |                       |
| JENNIFER K. SLOTHER          | : | NUMBER 2001-201 CD    |

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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

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

3-19-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William L. [Signature]  
Deputy Prothonotary

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

Attorney for Plaintiff

Beneficial Consumer Discount : Clearfield County  
Company, d/b/a Beneficial : Court of Common Pleas  
Mortgage Co. of Pennsylvania :  
961 Weigel Drive, P.O. Box 8634 :  
Elmhurst, IL 60126-1058 :

v. :

David L. Slother :  
RR 1 Box 627D :  
Osceola, PA 16666 :  
and :  
Jennifer K. Slother :  
RR 1 Box 1 :  
Osceola, PA 16666 :

Number

FILED  
SEP 09 2001  
9:10 am  
William A. Shaw  
Prothonotary  
2001-201 CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

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

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

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

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

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

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

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

Attorney for Plaintiff

|   |   |   |
|---|---|---|
| Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania | : | Clearfield County Court of Common Pleas |
| 961 Weigel Drive, P.O. Box 8634   | : |   |
| Elmhurst, IL 60126-1058   | : |   |
|   | : |   |
| v.  | : |   |
|   | : |   |
| David L. Slother  | : |   |
| RR 1 Box 627D   | : |   |
| Osceola, PA 16666   | : |   |
| and   | : |   |
| Jennifer K. Slother   | : |   |
| RR 1 Box 1  | : |   |
| Osceola, PA 16666   | : | Number                                  |

CIVIL ACTION/MORTGAGE FORECLOSURE

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

2. The Defendant is David L. Slother , who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RR 1 Box 627D, Osceola, PA 16666.

3. The Defendant is Jennifer K. Slother, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RR 1 Box 1, Osceola, PA 16666.

4. On 4/12/94, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1597, Page 566.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 516 Henrietta Street, Phillipsburg, PA 16866.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

|   |                  |
|---|------------------|
| Principal Balance   | \$18,941.32      |
| Interest 7/1/00 through 1/4/01<br>(Plus \$7.38 per diem thereafter) | \$ 1,453.47      |
| Attorney's Fee  | \$ 1,500.00      |
| Cost of Suit  | \$ 225.00        |
| Appraisal Fee   | \$ 125.00        |
| Title Search  | <u>\$ 200.00</u> |
| GRAND TOTAL   | \$22,444.79      |

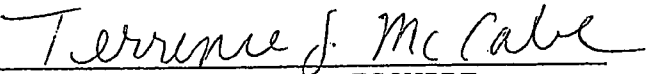
8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's



Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$22,444.79, together with interest at the rate of \$7.38 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

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

THIS MORTGAGE, entered into this 12th day of April, 19 94, between David L. Slother and Jennifer K. Slother, hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania, a Pennsylvania Corporation, having an office and place of business at 1995 S. Artherton St. State College, Pennsylvania, hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even date herewith, by which Mortgagee is obligated to make loans and advances up to \$ 27,200.00, hereafter called "Credit Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell, grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City ☒ Borough ☐ Township of Chester Hill, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

• See attached Schedule A for description

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:40 PM 4-13-94  
BY Beneficial  
FEES 13.50  
Karen L. Starck, Recorder



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier \_\_\_\_\_

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in Deed Book No. 1458, Page 591, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by \_\_\_\_\_ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$\_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Recorder of the County of \_\_\_\_\_, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.
8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining undecreeded, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.

October 27, 2000

David Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                      |  |
|----------------------|--|
| HOMEOWNER'S NAME(S): | <u>David Slother &amp; Jennifer Slother</u>  |
| PROPERTY ADDRESS:    | <u>RR 1 Box 627D Osceola Mills, PA 16666</u> |
| LOAN ACCOUNT NUMBER: | <u>711707-18-1203761</u>                     |

ORIGINAL LENDER:  
Company of Pennsylvania

Beneficial Consumer Discount Company d/b/a Beneficial Mortgage

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

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the 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 RR 1 Box 627D Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$363.75 for the months of August 2000 through September 2000

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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 \$573.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Margaret Smith

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

Pennsylvania

P.O. Box 4153

Carol Stream, IL 60197-4153

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

**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 6623  
RETURN RECEIPT REQUESTED

October 27, 2000

Jennifer Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

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

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

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

This Notice explains how the program works.

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

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

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

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

|                                |   |
|--------------------------------|---|
| HOMEOWNER'S NAME(S):           | <u>David Slother &amp; Jennifer Slother</u>                           |
| PROPERTY ADDRESS:              | <u>RR 1 Box 627D Osceola Mills, PA 16666</u>                          |
| LOAN ACCOUNT NUMBER:           | <u>711707-18-1203761</u>  |
| ORIGINAL LENDER:               | <u>Beneficial Consumer Discount Company d/b/a Beneficial Mortgage</u> |
| <u>Company of Pennsylvania</u> |   |



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

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

**TOTAL AMOUNT PAST DUE: \$573.67**

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7000 0600 0025 7947 6630  
RETURN RECEIPT REQUESTED

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

CLEARFIELD COUNTY


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

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

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

VERIFICATION

The undersigned, Antonio Spizzirri, Jr., hereby certifies that he is the Foreclosure Specialist of the Plaintiff in the within action, BENEFICIAL CONSUMER DISCOUNT COMPANY, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
ANTONIO SPIZZIRRI, JR.

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Jennifer K. Slother  
RR 1 Box 627D  
Osceloa Mills, PA 16666

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

NOTICE

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

William A. Shaw  
Prothonotary

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

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

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: David L. Slother  
RD#1 Box 199  
Penfield, PA 15849

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: |   |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

NOTICE

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William A. Shaw  
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| <u>  X  </u>  | Judgment by Default     |
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| <u>      </u> | Judgment for Possession |

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



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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company, d/b/a Beneficial         | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT


TO THE PROTHONOTARY:

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

|              |                               |                    |
|--------------|-------------------------------|--------------------|
| <b>FILED</b> | Principal                     | \$22,444.79        |
|              | Interest from 1/05/01-8/13/01 | \$ 1,630.98        |
|              | <b>TOTAL</b>                  | <b>\$24,075.77</b> |

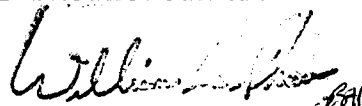
AUG 27 2001

**William A. Shaw**  
Prothonotary

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 27<sup>th</sup> day of August, 2001,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania and against Defendant(s), David L. Slother and Jennifer K. Slother and damages are assessed in the amount of \$24,075.77, plus interest and costs.

BY THE PROTHONOTARY:

  
\_\_\_\_\_  
WAS

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company, d/b/a Beneficial         | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: |   |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

# AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant(s), David L. Slother, is over eighteen (18) years of age and resides at RD#1 Box 199, Penfield, PA 15849 and that Defendant(s), Jennifer K. Slother, is over eighteen (18) years of age and resides at RR 1 Box 627D, Osceloa Mills, PA 16666.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 14<sup>th</sup> DAY

OF August, 2001.

Arthur Calver

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

Vera Ulyanov  
Notary Public



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

Attorney for Plaintiff

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

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

v. :

NUMBER 2001-201 CD

David L. Slother and :  
Jennifer K. Slother :

CERTIFICATION

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

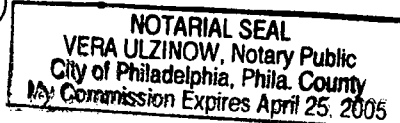
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 14<sup>th</sup> DAY

OF August, 2001.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

  
Notary Public

VERIFICATION

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

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written above a horizontal line.

TERRENCE J. McCABE, ESQUIRE

# EXHIBIT "A"

## OFFICE OF THE PROTHONOTARY

### COURT OF COMMON PLEAS

CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw  
Prothonotary

April 20, 2001

To: Jennifer K. Slother  
RR 1 Box 627D  
Osceola Mills, PA 16666

|   |   |   |
|---|---|---|
| Beneficial Consumer Discount Company , d/b/a Beneficial Mortgage Company of Pennsylvania: | : | CLEARFIELD COUNTY COURT OF COMMON PLEAS |
| v.  | : |   |
|   | : | NUMBER 2001-201 CD                      |
| David L. Slother and Jennifer K. Slother  | : |   |

#### 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/cmc

# EXHIBIT "A"

## OFFICE OF THE PROTHONOTARY

### COURT OF COMMON PLEAS

CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw

Prothonotary

April 20, 2001

To: David L. Slother  
RD#1 Box 199  
Penfield, PA 15849

Beneficial Consumer Discount : CLEARFIELD COUNTY  
Company, d/b/a Beneficial : COURT OF COMMON PLEAS  
Mortgage Company of Pennsylvania:  
v. :  
: NUMBER 2001-201 CD  
David L. Slother and :  
Jennifer K. Slother :

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#### NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

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

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

TJM/cmc

FILED

AUG 27 2001

William A. Shaw  
Prothonotary

Atty pd. 20.00

Notice to each Def.  
Statement to Atty

Ex

COPY

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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2001-00201-CD

Real Debt: \$24,075.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

David L. Slother  
Jennifer K. Slother  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 27, 2001

Expires: August 27, 2006

Certified from the record this 27th day of August, 2001.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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



Praeipe for Writ of Execution - MORTGAGE FORECLOSURE

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

David L. Slother  
Jennifer K. Slother

NO. 2001-201-CD

Term, 19

PRAEIPCE FOR WRIT OF EXECUTION

To the Prothonotary:

**FILED**

AUG 27 2001

William A. Shaw  
Prothonotary

Allyd 20.0  
6 writs to  
Shff  
23 CC Shff  
1 CC Ally  
E22

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County
- (2). against the following property 516 Henrietta Street, Philipsburg, PA 16866.  
(more fully dwscribed as attached)
- (3). against the following property in the hands of (name) N/A of defendant(s) and garnishee
- (4). and index this writ

(a) against David L. Slother and Jennifer K. Slother

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

516 Henrietta Street, Philipsburg, PA 16866

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 8/14/01

Costs (to be added)

\$ 24,075.77

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Attorney for Plaintiff(s)

Proth'y. No. 63

No. Term, 19  
No. Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

vs.

David L. Slother

Jennifer K. Slother

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

She

WRIT OF EXECUTION  
MORTGAGE FORECLOSURE.

Præcipe for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496  
123 S. Broad St., Ste. 2080  
Philadelphia, PA 19109

EXECUTION DEBT

Interest from 8/13/01

Prothonotary - - -

Use Attorney - - -

Use Plaintiff - - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

24,075.77

Terrence J. McCabe  
Attorney for Plaintiff(s)

### LEGAL DESCRIPTION

ALL THAT CERTAIN premises situate in the boro of Chester Hill, Clearfield County, PA bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a point on the corner of Ida Street and an alley bordering on Frank Ashcroft property; thence South on said alley 150 feet to Henrietta Street; thence east on Henrietta Street 75 feet to corner of Norman E. Dunlap and Gladys G. Dunlap property; thence north by line 150 feet to Ida Street; thence west on Ida Street 75 feet to alley bordering on Frank Ashcroft property and place of beginning.

THE SECOND THEREOF: The Grantor also hereby conveys any interest in the alley adjacent to the 1st thereof above which was believed to be vacated by the Chester Hill Boro in 1960 and the grantor hereby conveyed any interest of the grantor in said alley.

EXCEPTING AND RESERVING, HOWEVER from the above tracts all exceptions and reservations as are contained in prior Deeds in the chain of title.

BEING the same premises as vested in Hazel Ashcroft, a widow, by Deed of Joyce A. McTigue, At al, dated 3/14/90 and recorded in deed book 1331/287; thereafter the said Hazel Ashcroft departed this life 11/4/90 and by terms of her last will and testament duly probated in Clearfield County, she did appoint Joyce Ann McTigue as executrix of said estate.

Parcel ID # 3.0-P12-335-51

Being Known As: 516 Henrietta Street, Philipsburg, PA 16866.

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: |   |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 516 Henrietta Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

| Name                | Address                                  |
|---------------------|--|
| David L. Slother    | RD#1 Box 199<br>Penfield, PA 15849       |
| Jennifer K. Slother | RR 1 Box 627D<br>Osceloa Mills, PA 16666 |

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

| Name                | Address                                  |
|---------------------|--|
| David L. Slother    | RD#1 Box 199<br>Penfield, PA 15849       |
| Jennifer K. Slother | RR 1 Box 627D<br>Osceloa Mills, PA 16666 |

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

| Name | Address |
|------|---------|
|------|---------|

Plaintiff herein.

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

| Name | Address |
|------|---------|
|------|---------|

Plaintiff herein.

|  |  |
|--|--|
| Pennsylvania Housing<br>Finance Agency | 2102 N. Front Street<br>Harrisburg, PA 17101 |
|--|--|

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

| Name | Address |
|------|---------|
|------|---------|

None.

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

| Name | Address |
|------|---------|
|------|---------|


|           |  |
|-----------|--|
| Tenant(s) | 516 Henrietta Street,<br>Philipsburg, PA 16866 |
|-----------|--|

|                    |   |
|--------------------|---|
| Domestic Relations | Clearfield County<br>230 E. Market<br>Suite 300<br>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.

August 14, 2001

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

# EXHIBIT "A"

## LEGAL DESCRIPTION

ALL THAT CERTAIN premises situate in the boro of Chester Hill, Clearfield County, PA bounded and described as follows:

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BEING the same premises as vested in Hazel Ashcroft, a widow, by Deed of Joyce A. McTigue, At al, dated 3/14/90 and recorded in deed book 1331/287; thereafter the said Hazel Ashcroft departed this life 11/4/90 and by terms of her last will and testament duly probated in Clearfield County, she did appoint Joyce Ann McTigue as executrix of said estate.

Parcel ID # 3.0-P12-335-51

Being Known As: 516 Henrietta Street, Philipsburg, PA 16866.

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 LISTED BELOW TO FIND  
OUT WHERE YOU CAN GET LEGAL HELP.

RAYMOND L. BILLOTTE,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

OR

PA LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

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

TO:

Jennifer K. Slother  
RR 1 Box 627D  
Osceloa Mills, PA 16666

David L. Slother  
RD#1 Box 199  
Penfield, PA 15849

Your house (real estate) at 516 Henrietta Street, Philipsburg, PA 16866 is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_ at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830, to enforce the court judgment of \$24,075.77 obtained by Beneficial Consumer Discount Company , d/b/a Beneficial Mortgage Company of Pennsylvania against you.

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Company of Pennsylvania the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.



2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY**  
**AND YOU HAVE OTHER RIGHTS**  
**EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call Terrance J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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 LISTED BELOW TO FIND  
OUT WHERE YOU CAN GET LEGAL HELP.

RAYMOND L. BILLOTTE,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

OR

PA LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

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

COPY

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

Vs.

NO.: 2001-00201-CD

David L. Slother and  
Jennifer K. Slother

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s)  
from DAVID L. SLOTER and JENNIFER K. SLOTER, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
see 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: \$24,075.77  
INTEREST: from 8/14/01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/27/2001

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

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Terrence J. McCabe, Esq.  
123 South Broad Street  
Philadelphia, PA 19109

\_\_\_\_\_  
Sheriff

COPY

**LEGAL DESCRIPTION**

ALL THAT CERTAIN premises situate in the boro of Chester Hill, Clearfield County, PA bounded and described as follows:

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Parcel ID # 3.0-P12-335-51

Being Known As: 516 Henrietta Street, Philipsburg, PA 16866.

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company, d/b/a Beneficial         | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

AFFIDAVIT OF SERVICE

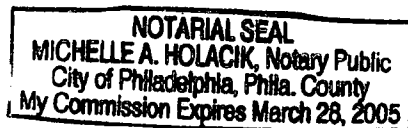
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 16<sup>TH</sup> DAY OF OCTOBER, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

Terrence J. McCabe  
TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 16<sup>TH</sup> DAY  
OF OCTOBER, 2001.

Michelle A. Holack  
NOTARY PUBLIC



**FILED**

OCT 19 2001  
m 12:04 noc  
William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 516 Henrietta Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

David L. Slother RD#1 Box 199  
Penfield, PA 15849

Jennifer K. Slother RR 1 Box 627D  
Osceloa Mills, PA 16666

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

David L. Slother RD#1 Box 199  
Penfield, PA 15849

Jennifer K. Slother RR 1 Box 627D  
Osceloa Mills, PA 16666

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

Plaintiff herein.

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

Plaintiff herein.

Pennsylvania Housing  
Finance Agency

2101 N. Front Street  
Harrisburg, PA 17101

**EXHIBIT "A"**

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

Name

Address

None.

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

Name

Address

Tenant(s)

516 Henrietta Street,  
Philipsburg, PA 16866

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

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

OCTOBER 16, 2001

DATE

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

DATE: OCTOBER 16, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: David L. Slother and Jennifer K. Slother

PROPERTY: 516 Henrietta Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 16, 2001, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**EXHIBIT "B"**



**MCCABE, WEISBERG AND QUINN, P.C.**  
**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**SUITE 2060**  
**PHILADELPHIA, PA 19109**

Check type of mail or service:

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

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

Date of Receipt

Handling Charge

Actual Value

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

| Line | Article Number | Addressee Name, Street, and PO Address  | Postage | Fee | Handling Charge | Actual Value | Insured Value | Due Sender if COD | DC Fee | SC Fee | SH Fee | RD Fee | RR Fee |
|------|----------------|---|---------|-----|-----------------|--------------|---------------|-------------------|--------|--------|--------|--------|--------|
| 1    | Beneficial     | Pennsylvania Housing Finance Agency<br>2101 N. Front Street<br>Harrisburg, PA 17101 |         |     |                 |              |               |                   |        |        |        |        |        |
| 2    |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
| 3    | US             |   |         |     |                 |              |               |                   |        |        |        |        |        |
| 4    |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
| 5    | C 111          | David   |         |     |                 |              |               |                   |        |        |        |        |        |
| 6    |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
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| 94   |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
| 95   |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
| 96   |                |   |         |     |                 |              |               |                   |        |        |        |        |        |
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| 100  |                |   |         |     |                 |              |               |                   |        |        |        |        |        |

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

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

EXHIBIT "B"

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

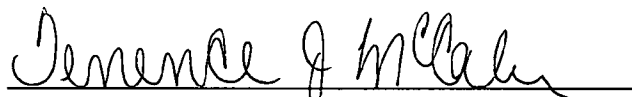
Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

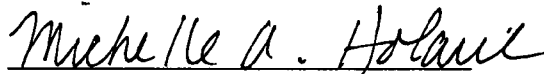
**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 5<sup>TH</sup> DAY OF OCTOBER, 2001, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 5<sup>TH</sup> DAY  
OF OCTOBER, 2001.

  
NOTARY PUBLIC

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

**FILED**

OCT 19 2001  
m/1140110 CC  
William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 516 Henrietta Street, Philipsburg, PA 16866, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

David L. Slother RD#1 Box 199  
Penfield, PA 15849

Jennifer K. Slother RR 1 Box 627D  
Osceloa Mills, PA 16666

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

David L. Slother RD#1 Box 199  
Penfield, PA 15849

Jennifer K. Slother RR 1 Box 627D  
Osceloa Mills, PA 16666

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

Plaintiff herein.

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

Plaintiff herein.

Pennsylvania Housing  
Finance Agency

2102 N. Front Street  
Harrisburg, PA 17101

**EXHIBIT "A"**

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

Name

Address

None.

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

Name

Address

Tenant(s)

516 Henrietta Street,  
Philipsburg, PA 16866

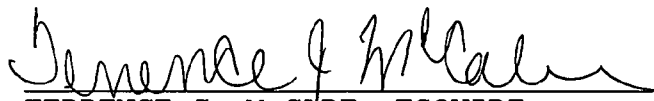
Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

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

OCTOBER 5, 2001

DATE

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

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

Attorney for Plaintiff

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Beneficial Consumer Discount      | : | CLEARFIELD COUNTY     |
| Company , d/b/a Beneficial        | : | COURT OF COMMON PLEAS |
| Mortgage Company of Pennsylvania: | : |                       |
| v.                                | : |                       |
|                                   | : | NUMBER 2001-201 CD    |
| David L. Slother and              | : |                       |
| Jennifer K. Slother               | : |                       |

DATE: OCTOBER 5, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: David L. Slother and Jennifer K. Slother

PROPERTY: 516 Henrietta Street, Philipsburg, PA 16866

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 16, 2001, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**EXHIBIT "B"**

NAME AND ADDRESS OF ADDRESSEE  
**FIRST UNION BUILDING**  
**308 N. BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19109**

Check type of mail or service:

☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

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

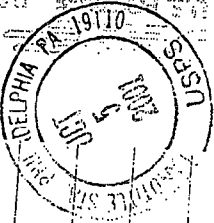
Postmark and  
 Date of Receipt

Addressee Name, Street, and PO Address  
**Benze**  
**PHILADELPHIA, PA 19101**

Postage Fee Handling Charge Actual Value Insured Value Due Sender If COD DC Fee SC Fee SH Fee RD Fee RR Fee

**Domestic Relations Cleaned**  
**330 E Market St, Ste 300, Clearfield, PA 16830**

**Senor**



Total Number of Pieces Listed by Sender  
**3**

PS Form 3877, A

**EXHIBIT "B"**

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

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

Vs.

NO.: 2001-00201-CD

David L. Slother and  
Jennifer K. Slother

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s)  
from DAVID L. SLOTER and JENNIFER K. SLOTER, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
see 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: \$24,075.77  
INTEREST: from 8/14/01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/27/2001

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 27th day  
of August A.D. 2001  
At 3:17 A.M./P.M.

  
Sheriff by Margaret H. Pelt

Requesting Party: Terrence J. McCabe, Esq.  
123 South Broad Street  
Philadelphia, PA 19109

48

### LEGAL DESCRIPTION

ALL THAT CERTAIN premises situate in the boro of Chester Hill, Clearfield County, PA bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a point on the corner of Ida Street and an alley bordering on Frank Ashcroft property; thence South on said alley 150 feet to Henrietta Street; thence east on Henrietta Street 75 feet to corner of Norman E. Dunlap and Gladys G. Dunlap property; thence north by line 150 feet to Ida Street; thence west on Ida Street 75 feet to alley bordering on Frank Ashcroft property and place of beginning.

THE SECOND THEREOF: The Grantor also hereby conveys any interest in the alley adjacent to the 1st thereof above which was believed to be vacated by the Chester Hill Boro in 1960 and the grantor hereby conveyed any interest of the grantor in said alley.

EXCEPTING AND RESERVING, HOWEVER from the above tracts all exceptions and reservations as are contained in prior Deeds in the chain of title.

BEING the same premises as vested in Hazel Ashcroft, a widow, by Deed of Joyce A. McTigue, At al, dated 3/14/90 and recorded in deed book 1331/287; thereafter the said Hazel Ashcroft departed this life 11/4/90 and by terms of her last will and testament duly probated in Clearfield County, she did appoint Joyce Ann Mctigue as executrix of said estate.

Parcel ID # 3.0-P12-335-51

Being Known As: 516 Henrietta Street, Philipsburg, PA 16866.



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

Sheriff Docket # 11424

**BENEFICIAL CONSUMER DICOOUNT COMPANY ET AL**

**01-201-CD**

**VS.**

**SLOTHER, DAVID L.**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, SEPTEMBER 26, 2001, AT 9:33 AM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, SEPTEMBER 26, 2001, AT 10:27 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON JENNIFER SLOTER, DEFENDANT,  
AT HER PLACE OF RESIDENCE, RR #1, BOX 627D, OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA, 16666, BY HANDING TO JENNIFER SLOTER,  
DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER  
THE CONTENTS THEREOF.**

**NOW, OCTOBER 5, 2001, AT 9:55 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON DAVID L. SLOTER, DEFENDANT,  
AT HIS PLACE OF RESIDENCE, RD #1, BOX 199, PENFIELD, CLEARFIELD COUNTY  
PENNSYLVANIA, BY HANDING TO DAVID L. SLOTER, DEFENDANT, A TRUE AND  
ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, NOVEMBER 16, 2001, A SALE WAS HELD ON THE PROPERTY OF THE  
DEFENDANTS. THE PROPERTY WAS PURCHASED BYCORTLANDGROUP, INC.,  
& ASSIGNS, TERRY FINBERG, PRES., 131 NORTH FRONT STREET, PHILIPSBURG,  
PA, 16866, FOR TWENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$25,700.00)**

**NOW, NOVEMBER 16, 2001, RECEIVED TWO THOUSAND FIVE HUNDRED SEVENTY  
DOLLARS (\$2,570.00) FOR THE TEN PER CENT DOWN (THIS WAS CASH).**

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

Sheriff Docket # 11424

BENEFICIAL CONSUMER DICOOUNT COMPANY ET AL

01-201-CD

VS.

SLOTHER, DAVID L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, NOVEMBER 20, 2001, SENT A BILL TO CORTLAND GROUP, INC. & ASSIGNS,  
FOR BID AND COSTS DUE ON SALE.

NOW, NOVEMBER 29, 2001, RECEIVED TREASURER CHECK #128562 FROM  
TERRY FINBERG, PRESIDENT OF CORTLANDGROUP, INC., IN THE AMOUNT  
OF TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND  
SIX CENTS (\$27,176.06) FOR BID AND COSTS DUE ON SALE.

NOW, NOVEMBER 29, 2001, RETURN WRIT AS A SALE BEING HELD WITH PROPERTY  
BEING PURCHASED BY CORTLANDGROUP, INC., TERRY FINBERG, PRESIDENT, FOR  
TWENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARD PLUS COSTS. PAID COSTS  
FROM MONEY AND CHECK RECEIVED FROM TERRY FINBERG, MADE REFUND OF  
ADVANCE AND SURCHARGE TO PLAINTIFF. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$759.68

SURCHARGE \$ 40.00

PAID BY CORTLANDGROUP, INC.

BUYER OF PROPERTY

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11424

BENEFICIAL CONSUMER DICOUNT COMPANY ET AL

01-201-CD

VS.

SLOTHER, DAVID L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

29<sup>th</sup> Day Of November 2001  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
by Maryann H. Putt  
Chester A. Hawkins  
Sheriff

FILED

NOV 29 2001

01:43 p.m.  
William A. Shaw  
Prothonotary  
no cc

bi  
HRS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

128562

60-629/313

DATE November 29, 2001

BY TO THE  
ORDER OF Sheriff of Clearfield County

\$ 27,176.06

EXACTLY **27176.06**

DOLLARS

PRES.  
TREAS.

**TREASURER'S CHECK**

Cortland Group Inc.

*[Signature]*  
AVR. BR. MGR.

⑆031306294⑆ 1 9 00002 7 8562

COPY

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, NOVEMBER 19, 2001, 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 16th day of NOVEMBER 2001, I exposed the within described real estate of DAVID L. SLOTHER AND JENNIFER K. SLOTHER

to public venue or outcry at which time and place I sold the same to CORTLANDGROUP, INC., & ASSIGNS he/she being the highest bidder, for the sum of \$ 25,700.00 + COSTS and made the following appropriations, viz.:

## SHERIFF COSTS:

|         |    |       |
|---------|----|-------|
| RDR     | \$ | 15.00 |
| SERVICE |    | 15.00 |
| MILEAGE |    | 10.40 |
| LEVY    |    | 15.00 |
| MILEAGE |    | 10.40 |
| POSTING |    | 15.00 |

|                            |           |                  |
|----------------------------|-----------|------------------|
| CSDS                       |           | 10.00            |
| COMMISSION 2%              |           | 514.00           |
| POSTAGE                    |           | 4.08             |
| HANDBILLS                  |           | 15.00            |
| DISTRIBUTION               |           | 25.00            |
| ADVERTISING                |           | 15.00            |
| ADD'L SERVICE              |           | 15.00            |
| DEED                       |           | 30.00            |
| ADD'L POSTING              |           |                  |
| ADD'L MILEAGE              | 10.40     | +23.40           |
| ADD'L LEVY                 |           |                  |
| BID AMOUNT                 | 25,700.00 |                  |
| RETURNS/DEPUTIZE           |           |                  |
| COPIES / BILLING           | 2.00      | + 15.00          |
| BILLING - PHONE - FAX      |           |                  |
| <b>TOTAL SHERIFF COSTS</b> | \$        | <b>26,459.68</b> |

## DEED COSTS:

|                         |    |               |
|-------------------------|----|---------------|
| REGISTER & RECORDER     | \$ | 1 650         |
| ACKNOWLEDGEMENT         |    | 5.00          |
| TRANSFER TAX 2%         |    | 538.52        |
| <b>TOTAL DEED COSTS</b> | \$ | <b>550.02</b> |

## DEBT & INTEREST:

|                       |    |           |
|-----------------------|----|-----------|
| DEBT-AMOUNT DUE       | \$ | 24,075.77 |
| INTEREST FROM 8-14-01 |    |           |
| TO BE ADDED           |    |           |

|                                  |    |                  |
|----------------------------------|----|------------------|
| <b>TOTAL DEBT &amp; INTEREST</b> | \$ | <b>24,075.77</b> |
|----------------------------------|----|------------------|

## COSTS:

|                                   |              |           |
|-----------------------------------|--------------|-----------|
| ATTORNEY FEES                     |              |           |
| PROTH. SATISFACTION               |              |           |
| ADVERTISING                       | \$           | 247.86    |
| LATE CHARGES & FEES               |              |           |
| TAXES-Collector                   |              | 701.93    |
| TAXES-Tax Claim                   |              | 1,391.82  |
| COSTS OF SUIT-To Be Added         |              |           |
| LIST OF LIENS AND MORTGAGE SEARCH |              | 140.00    |
| FORCLOSURE FEES                   |              |           |
| ACKNOWLEDGEMENT                   |              | 5.00      |
| DEED COSTS                        |              | 545.02    |
| ATTORNEY COMMISSION               |              |           |
| SHERIFF COSTS                     |              | 26,459.68 |
| LEGAL JOURNAL AD                  |              | 87.75     |
| REFUND OF ADVANCE                 | (\$1,000.00) |           |
| REFUND OF SURCHARGE               |              | 40.00     |
| PROTHONOTARY                      |              | \$ 127.00 |

|                    |    |                  |
|--------------------|----|------------------|
| <b>TOTAL COSTS</b> | \$ | <b>29,746.06</b> |
|--------------------|----|------------------|

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

Chester A. Hawkins, Sheriff