

01-476-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY -vs- WILLIAM E. FISHER 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	:	Clearfield County
Company d/b/a Beneficial Mortgage	:	Court of Common Pleas
Co. of Pennsylvania	:	
P.O. Box 8621	:	
Elmhurst, IL 60126	:	
v.		
William E. Fisher	:	
505 E. 5th Street	:	
Clearfield, PA 16830	:	
and	:	
Susan L. Fisher	:	
505 E. 5th Street	:	
Clearfield, PA 16830	:	

FILED

APR 05 2001

William A. Shaw  
Prothonotary

Number 01-476-CO

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

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

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

**AVISO**

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

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

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

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and	:	
Susan L. Fisher	:	Number
505 E. 5th Street	:	
Clearfield, PA 16830	:	

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is William E. Fisher, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 505 E. 5th Street, Clearfield, PA 16830.

3. The Defendant is Susan L. Fisher, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 505 E. 5th Street, Clearfield, PA 16830.

4. On 9/3/98, 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 1966, Page 550.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 505 E. 5th Street, Clearfield, PA 16830.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 9/1/00 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	\$29,753.44
Interest 8/1/00 through 3/14/01	\$ 2,808.36
(Plus \$10.94 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$34,611.80

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 \$34,611.80, together with interest at the rate of \$10.94 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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## OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE  
HAS A CONTRACTUAL OBLIGATION TO MAKETHIS MORTGAGE, entered into this 3RD day of SEPTEMBER, 1998, between WILLIAM E. FISHER AND SUSAN L. FISHER, 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 90 BEAVER DR. BUBOIS, 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 \$29,300.00, 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 CLEARFIELD, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

## EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CLEARFIELD, 4TH WARD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 07/24/1995 AND RECORDED 07/24/1995, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1691 PAGE 75.

TAX PARCEL ID: 4.4-K08.245-23

ADDRESS: 505 EAST FIFTH ST.

CLEARFIELD PA 16830

Municipal Tax Lot \_\_\_\_\_, Block \_\_\_\_\_, Uniform Parcel Identifier 4.4-K08.245-23

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. 1691, Page 75, 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.

EXHIBIT A

vol 1966, page 551

8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagor may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagor, 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 Mortgagor, then Mortgagor, 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 Mortgagor and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagor, including, if required, an increase in the rate of interest payable under the Agreement.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note or upon this Mortgage, exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or provide for any stay of execution or other process.
11. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

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

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

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

Signed, sealed and delivered in the presence of:

Rhonda S. Clark

Witness

Rhonda S. Clark

Witness

Witness

William E. Fisher

(SEAL)

WILLIAM E. FISHER

(SEAL)

Susan L. Fisher

(SEAL)

SUSAN L. FISHER

COMMONWEALTH OF PENNSYLVANIA )

) ss.:

COUNTY OF CLEARFIELD)

On this the 3RD day of SEPTEMBER, 1998, before me, WILLIAM L. KURTZ \_\_\_\_\_

(Name of Officer)

the undersigned officer, personally appeared WILLIAM E. FISHER AND SUSAN L. FISHER \_\_\_\_\_

(Name of Borrower)

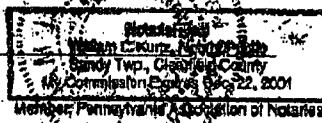
known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged that THEY \_\_\_\_\_ he/she/they executed the same for the purposes herein contained.

WITNESS my hand and seal, the day and year aforesaid.

(SEAL)

My commission expires: \_\_\_\_\_

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



Notary Public of Pennsylvania

SCHEDULE A

ORDER NO.: 240731

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE FOURTH WARD OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST CORNER ON FIFTH STREET AND AN ALLEY; THENCE RUNNING EAST ALONG SAID ALLEY TWO HUNDRED (200) FEET TO ANOTHER ALLEY; THENCE SOUTH ALONG SAID ALLEY SIXTY (60) FEET TO A POST CORNER AT LOT OF LAND FORMERLY OWNED BY VIRGINIA GRAHAM; THENCE ALONG SAID LOT WEST TWO HUNDRED (200) FEET TO FIFTH STREET; THENCE ALONG LINE OF FIFTH STREET NORTH SIXTY (60) FEET TO POST CORNER AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY  
THE PROPERTY IS COMMONLY KNOWN AS:  
505 EAST FIFTH STREET, CLEARFIELD, PA 16830

February 23, 2001

William Fisher  
505 E. 5th Street  
Clearfield, PA 16830

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):

William and Susan Fisher

PROPERTY ADDRESS:

505 E. 5th Street, Clearfield, PA 16830

LOAN ACCOUNT NUMBER:

711723-10-1173471

EXHIBIT "B" 66

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

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED

AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 505 E. 5th Street, Clearfield, PA 16830 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$503.52 for the months of September 2000 through January 2001

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

**TOTAL AMOUNT PAST DUE: \$2535.73**

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2535.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender

begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.**

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

**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  
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

### Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

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

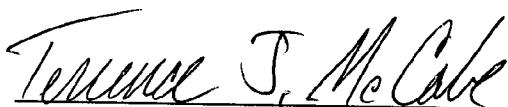
Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

The law office of McCABE, WEISBERG AND CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that The FDCPA does not preclude the institution of legal action prior to the expiration of the thirty day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact this office upon receipt of this notice should you have any questions or concerns.

Date: February 23, 2001



Terrence J. McCabe, Esquire  
McCabe, Weisberg, & Conway, P.C.  
First Union Building  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

February 23, 2001

Susan Fisher  
505 E. 5th Street  
Clearfield, PA 16830

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

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):

William and Susan Fisher

PROPERTY ADDRESS:

505 E. 5th Street, Clearfield, PA 16830

LOAN ACCOUNT NUMBER:

711723-10-1173471

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 OF RECEIPT OF THIS NOTICE. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED

AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at 505 E. 5th Street, Clearfield, PA 16830 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$503.52 for the months of September 2000 through January 2001

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

**TOTAL AMOUNT PAST DUE: \$2535.73**

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2535.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the receipt of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, 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 OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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

#### HOW TO CONTACT THE LENDER:

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

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

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

Fax Number: 630-617-7529

Contact Person: Margaret Smith

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

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

#### **YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

**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  
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

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

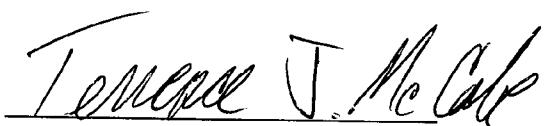
Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

The law office of McCABE, WEISBERG AND CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that The FDCPA does not preclude the institution of legal action prior to the expiration of the thirty day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact this office upon receipt of this notice should you have any questions or concerns.

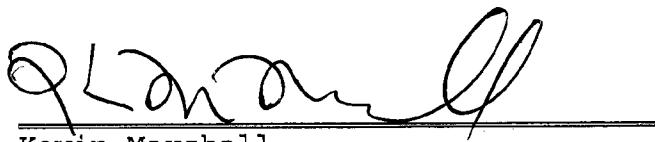
Date: February 23, 2001



Terrence J. McCabe, Esquire  
McCabe, Weisberg, & Conway, P.C.  
First Union Building  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

**VERIFICATION**

The undersigned, Kevin Marshall, 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.



\_\_\_\_\_  
Kevin Marshall

**FILED**

APR 05 2001  
401340107  
William A. Shaw  
Prothonotary

McCabe

pd \$80.00

Jcc Shnigl

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

Sheriff Docket # 10862

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORT 01-476-CD

VS.

FISHER, WILLIAM E. and SUSAN L.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW APRIL 9, 2001 AT 1:20 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN L. FISHER, DEFENDANT AT RESIDENCE, 505 3. 5TH. ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN L. FISHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**NOW APRIL 9, 2001 AT 1:20 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM E. FISHER, DEFENDANT AT RESIDENCE, 505 E. 5TH. ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN L. FISHER, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

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**Return Costs**

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

**FILED**

APR 11 2001  
01/11/01 am  
William A. Shaw  
Prothonotary

**Sworn to Before Me This**

11th Day Of April 2001  
11:00

**So Answers,**

  
Chester A. Hawkins  
Sheriff

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

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: William E. Fisher  
505 E. 5<sup>th</sup> Street  
Clearfield, PA 16830

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

**NOTICE**

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

William A. Shaw  
Prothonotary

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

**FILED**

JUL 05 2001

William A. Shaw  
Prothonotary

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: Susan L. Fisher  
505 E. 5<sup>th</sup> Street  
Clearfield, PA 16830

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
WILLIAM E. FISHER	:	
SUSAN L. FISHER	:	NUMBER 01-476-CO

NOTICE

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

William A. Shaw  
Prothonotary

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

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

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

Attorney for Plaintiff

---

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

Principal	\$34,611.80
Interest from 3/14/01 - 6/28/01	<u>\$ 1,159.64</u>
TOTAL	\$35,771.44

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

AND NOW, this 5th day of July, 2001,  
Judgment is entered in favor of Plaintiff, Beneficial Consumer  
Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania  
and against Defendants, William E. Fisher and Susan L. Fisher  
and damages are assessed in the amount of \$35,771.44, plus  
interest and costs.

BY THE 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 MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF CLEARFIELD :

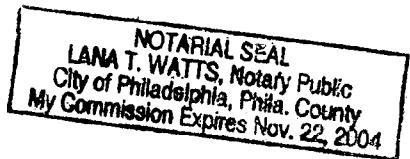
The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, William E. Fisher and Susan L. Fisher, are over eighteen (18) years of age and resides at 505 E. 5<sup>th</sup> Street, Clearfield, PA 16830.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 2<sup>nd</sup> DAY

OF *July 2001*  
*Lana T. Watts*  
Notary Public

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



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

Attorney for Plaintiff

---

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

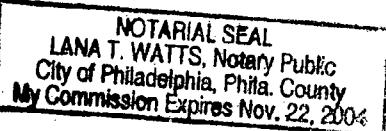
CERTIFICATION

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against them 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 2nd DAY  
OF July, 2001.

Lana T. Watts  
NOTARY PUBLIC

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



**VERIFICATION**

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

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

May 2, 2001

To: William E. Fisher  
505 East 5<sup>th</sup> Street  
Clearfield, PA 16830

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY d/b/a BENEFICIAL : COURT OF COMMON PLEAS  
MORTGAGE CO. OF PENNSYLVANIA :  
v. :  
WILLIAM E. FISHER :  
and :  
SUSAN L. FISHER : NUMBER 01-476-CD

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/mh

XHIBIT A<sup>55</sup>

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

William A. Shaw  
Prothonotary

May 2, 2001

To: Susan L. Fisher  
505 East 5<sup>th</sup> Street  
Clearfield, PA 16830

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY d/b/a BENEFICIAL	:	COURT OF COMMON PLEAS
MORTGAGE CO. OF PENNSYLVANIA	:	
v.	:	
WILLIAM E. FISHER	:	
and	:	
SUSAN L. FISHER	:	NUMBER 01-476-CD

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/mh

**FILED**

JUL 05 2001  
M15021 atty McCabe  
William A. Shaw  
Prothonotary  
Pd 400.00

Notice to D.A.  
Statement to atty McCabe

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

Beneficial Consumer Discount  
Plaintiff(s)

No.: 2001-00476-CD

Real Debt: \$35,771.44

Atty's Comm:

Vs.

Costs: \$

Int. From:

William E. Fisher  
Susan L. Fisher  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 5, 2001

Expires: July 5, 2006

Certified from the record this 5th of July, 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



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

Beneficial Consumer Discount,

Vs.

NO.: 2001-00476-CD

William E. Fisher ,  
Susan L. Fisher ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT, , Plaintiff(s) from WILLIAM E. FISHER , SUSAN L. FISHER , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$35,771.44  
INTEREST: \$ from 6/29/01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/05/2001

PAID: \$120.00  
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, Esquire  
First Union Building  
123 South Broad Street  
Philadelphia, PA 19109

---

Sheriff

FILED

JUL 05 2001

13.40 (6wrt Sherriff  
William A. Shaw  
Prothonotary  
Atty McCauley PC  
620.00)

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE FOURTH WARD OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT CORNER ON FIFTH STREET AND AN ALLEY; THENCE RUNNING EAST ALONG SAID ALLEY TWO HUNDRED (200) FEET TO ANOTHER ALLEY; THENCE SOUTH ALONG SAID ALLEY SIXTY (60) FEET TO A POST CORNER AT LOT OF LAND FORMERLY OWNED BY VIRGINIA GRAHAM; THENCE ALONG SAID LOT WEST TWO HUNDRED (200) FEET TO FIFTH STREET; THENCE ALONG LINE OF FIFTH STREET NORTH SIXTY (60) FEET TO POST CORNER AND PLACE OF BEGINNING.

BEING KNOWN AS 505 EAST FIFTH STREET, CLEARFIELD, PA 16830

TAX I.D.#4.4-K08-245-00023

PROPERTY SEIZED IN EXECUTION AS PROPERTY OF WILLIAM W. FISHER AND SUSAN L. FISHER BY DEED FROM MARGARET R. CONWAY, EXECUTRIX OF THE ESTATE OF JENNIE A. MENDOLIA, DECEASED DEED DATED 7/24/95 AND RECORDED 7/24/95 IN BOOK 1691 PAGE 75.

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

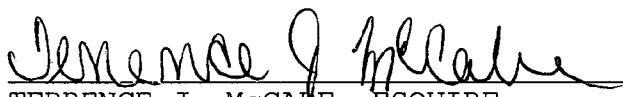
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BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

**AFFIDAVIT OF SERVICE**

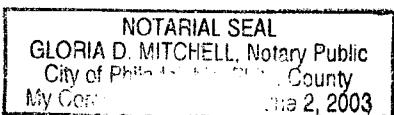
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 8<sup>th</sup> DAY OF AUGUST, 2001 a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 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 8<sup>th</sup> DAY OF  
AUGUST, 2001.

  
NOTARY PUBLIC



**FILED**  
AUG 13 2001

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 505 E. 5<sup>th</sup> Street, Clearfield, PA 16830, a copy of the description of said property is attached hereto and marked Exhibit "A."

William E. Fisher and 505 E. 5<sup>th</sup> Street  
Susan L. Fisher Clearfield, PA 16830

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

William E. Fisher and 505 E. 5<sup>th</sup> Street  
Susan L. Fisher Clearfield, PA 16830

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

Plaintiff herein

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

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

Plaintiff herein

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

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

None

# EXHIBIT "A"

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

Name	Address
Tenant (s) / Occupant (s)	505 E. 5 <sup>th</sup> Street Clearfield, PA 16830
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.

August 8, 2001

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**EXHIBIT "A"**

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

Attorney for Plaintiff

---

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

DATE: August 8, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: William E. Fisher and Susan L. Fisher

PROPERTY: 505 East 5<sup>th</sup> Street, Clearfield, PA 16830

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on OCTOBER 5, 2001 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold 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 Sender**

**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**Suite 208G**

Check type of mail:  
□ Express      □ Return Receipt (RR) for Merchandise  
□ Registered      □ Certified  
Insured      □ Int'l Doc. Del.

**if registered mail**, **mark stamp here if issued**  
**check below**: **as certificate of mailing**,  
 **Insured** **or for additional copies of**  
**this bill**

For the reconstruction of non-negotiable documents under Express Mail document reconstruction insurance, the maximum indemnity payable is \$50,000 per place subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See *Domestic Mail Manual* R901, 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 (I) services.

**EXHIBIT "B"**

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

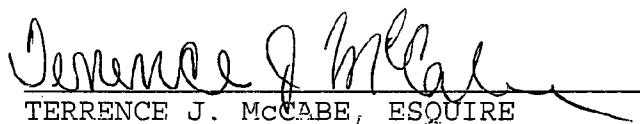
Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY D/B/A BENEFICIAL MORTGAGE : COURT OF COMMON PLEAS  
CO. OF PENNSYLVANIA :  
V. :  
WILLIAM E. FISHER :  
SUSAN L. FISHER : NUMBER 01-476-CO

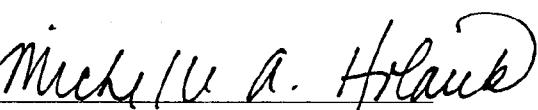
**AFFIDAVIT OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 23<sup>rd</sup> DAY OF AUGUST, 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 23<sup>rd</sup> DAY OF  
AUGUST, 2001.

  
NOTARY PUBLIC

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

**FILED**  
AUG 30 2001

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
WILLIAM E. FISHER	:	
SUSAN L. FISHER	:	NUMBER 01-476-CO

**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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 505 E. 5<sup>th</sup> Street, Clearfield, PA 16830, 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  
  
William E. Fisher and 505 E. 5<sup>th</sup> Street  
Susan L. Fisher Clearfield, PA 16830
  2. Name and address of Defendant(s) in the judgment:  
Name Address  
  
William E. Fisher and 505 E. 5<sup>th</sup> Street  
Susan L. Fisher Clearfield, PA 16830
  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

BENEFICIAL CDC 90 BEAVER DR, SUITE 114 C  
DUBOIS, PA 15801  
AND  
P.O. BOX 8621  
ELMHURST, IL 60126

# 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)/Occupant(s) 505 E. 5<sup>th</sup> Street  
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 23, 2001

---

DATE

Jerene A. Frable

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

# EXHIBIT "A"

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

Attorney for Plaintiff

---

BENEFICIAL CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY D/B/A BENEFICIAL MORTGAGE	:	COURT OF COMMON PLEAS
CO. OF PENNSYLVANIA	:	
V.	:	
WILLIAM E. FISHER	:	
SUSAN L. FISHER	:	NUMBER 01-476-CO

DATE: August 8, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: William E. Fisher and Susan L. Fisher

PROPERTY: 505 East 5<sup>th</sup> Street, Clearfield, PA 16830

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on OCTOBER 5, 2001 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold 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"**

## MILLER, WEISBERG AND CONNELL, P.C.

**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19107**

Name and  
Address

of Sender

Addressee Name, Street, and PO Address

Line

Article  
Number

Postage

Fee

Handling  
ChargeActual Value  
(if Reg.)Insured  
ValueDue Sender  
if CODRR  
FeeDC  
FeeSC  
FeeSH  
FeeSD  
FeeRD  
Fee

Remarks

Check type of mail:

 Express Registered Insured COD Del. Confirmation (DC)

Return Receipt (RR) for Merchandise

 Certified Int'l Rec. Del. Not InsuredIf Registered Mail,  
check below: Insured Not InsuredAffix stamp here if issued  
as certificate of mailing,  
or for additional copies of  
this bill.Postmark and  
Date of Receipt

1

Re:

Beneficial

VS.

Fisher

William

2

Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

15801

A

DUBOIS

PA

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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DUBOIS

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

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Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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DUBOIS

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

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DUBOIS

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15

Re:

Beneficial

P.O. Box 8601 E

114-C

Merchandise

90 Beaver Drive,

Suite

15801

A

DUBOIS

PA

15801

PA

15801

PA

15801

PA

Total Number of Pieces

Listed by Sender

Q

15

Master, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable

for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per

piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise

insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See

Domestic Mail Manual 900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail

Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and

Standard Mail (B) parcels.

EXHIBIT

B

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

Beneficial Consumer Discount,

Vs.

NO.: 2001-00476-CD

William E. Fisher ,  
Susan L. Fisher ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT, , Plaintiff(s) from WILLIAM E. FISHER , SUSAN L. FISHER , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

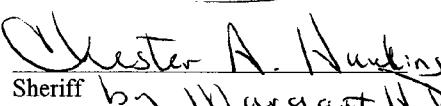
AMOUNT DUE: \$35,771.44  
INTEREST: \$ from 6/29/01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/05/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$

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

Received this writ this 5th day  
of July A.D. 2001  
At 3:50 A.M./P.M.

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

  
\_\_\_\_\_  
Chester A. Hawkins  
Sheriff by Margaret H. Pott

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE FOURTH WARD  
OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, PENNSYLVANIA,  
BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT CORNER ON FIFTH STREET AND AN ALLEY; THENCE  
RUNNING EAST ALONG SAID ALLEY TWO HUNDRED (200) FEET TO ANOTHER  
ALLEY; THENCE SOUTH ALONG SAID ALLEY SIXTY (60) FEET TO A POST CORNER  
AT LOT OF LAND FORMERLY OWNED BY VIRGINIA GRAHAM; THENCE ALONG  
SAID LOT WEST TWO HUNDRED (200) FEET TO FIFTH STREET; THENCE ALONG  
LINE OF FIFTH STREET NORTH SIXTY (60) FEET TO POST CORNER AND PLACE OF  
BEGINNING.

BEING KNOWN AS 505 EAST FIFTH STREET, CLEARFIELD, PA 16830

TAX I.D.#4.4-K08-245-00023

PROPERTY SEIZED IN EXECUTION AS PROPERTY OF WILLIAM W. FISHER AND  
SUSAN L. FISHER BY DEED FROM MARGARET R. CONWAY, EXECUTRIX OF THE  
ESTATE OF JENNIE A. MENDOLIA, DECEASED DEED DATED 7/24/95 AND  
RECORDED 7/24/95 IN BOOK 1691 PAGE 75.

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

Sheriff Docket # 11224

**BENEFICIAL CONSUMER DISCOUNT CO ET AL**

**01-476-CD**

**VS.**

**FISHER, WILLIAM**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JULY 25, 2001, AT 1:30 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, AUGUST 21, 2001, AT 11:20 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SUSAN FISHER, WIFE OF WILLIAM E. FISHER, DEFENDANT, AT HER PLACE OF RESIDENCE, RR #3, BOX 162, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO SUSAN FISHER, WIFE OF WILLIAM E. FISHER, 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, AUGUST 21, 2001, AT 11:20 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SUSAN FISHER, DEFENDANT, AT HER PLACE OF RESIDENCE, RR #3, BOX 162, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO SUSAN FISHER, 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, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.**

**NOW, OCTOBER 19, 2001, RECEIVED ATTORNEY CHECK #3764 IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND SIXTY CENTS (\$1,282.60) FOR COSTS DUE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11224

BENEFICIAL CONSUMER DISCOUNT CO ET AL

01-476-CD

VS.

FISHER, WILLIAM

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, OCTOBER 22, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$198.08  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY

**FILED**

OCT 22 2001

01307  
William A. Shaw  
Prothonotary

Sworn to Before Me This

22nd Day Of October 2001

J. Kendrick  
Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins  
by Maryann W. Pitt  
Chester A. Hawkins  
Sheriff

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, OCTOBER 8, 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 5th day of OCTOBER 2001, I exposed the within described real estate of WILLIAM E. FISHER AND SUSAN L. FISHER

to public venue or outcry at which time and place I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PA he/she being the highest bidder, for the sum of \$ 1.00 and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
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	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	4.00 + 15.00
BILLING - PHONE - FAX	
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 198.00</b>

DEED COSTS:

REGISTER & RECORDER	\$ 45.50
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	16.00
<b>TOTAL DEED COSTS</b>	<b>\$ 21.00</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 35,771.44
INTEREST FROM JUNE 29, 2001	
TO BE ADDED	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 35,771.44</b>

COSTS:

ATTORNEY FEES	\$ 214.71
PROTH. SATISFACTION	
ADVERTISING	
LATE CHARGES & FEES	
TAXES-Collector	719.97
TAXES-Tax Claim	799.09
COSTS OF SUIT-To Be Added	
LIST OF LIENS	140.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	21.00
ATTORNEY COMMISSION	198.00
SHERIFF COSTS	
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 69.75
<b>TOTAL COSTS</b>	<b>\$ 2,282.60</b>
PROTHONOTARY	\$ 120.00

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

Chester A. Hawkins, Sheriff

LEHMAN & KASUBICK  
611 BRISBIN STREET  
HOUTZDALE, PA 16651  
(814) 378-7840

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

GREGORY M. BACHER and PAULA M. :  
BACHER, his wife, :  
Owners : No.: 01-475-CD  
vs. :  
GREGORY M. BACHER and PAULA M., :  
BACHER, :  
General Contractors :

STIPULATION AGAINST LIENS

WHEREAS, GREGORY M. BACHER and PAULA M. BACHER, his wife, of R.R. 2, Box 72-R, Houtzdale, PA 16651, are about to execute contemporaneously herewith, a contract with GREGORY M. BACHER and PAULA M. BACHER, General Contractors, of R.R. 2, Box 72-R, Houtzdale, PA 16651, for the purpose of new construction of a dwelling house upon a lot of land situate in Gulich Township, Clearfield County, Pennsylvania, conveyed to Owners by deed recorded in Clearfield County Deeds and Records Book 1928, Page 474.

NOW, this 5<sup>th</sup> day of April 2001, at the time of or immediately before or subsequent to the execution of the principal contract, and before any authority has been given by the said Gregory M. Bacher and Paula M. Bacher to the General Contractors, Gregory M. Bacher and Paula M. Bacher,

APR 05 2001 to commence work on the said building, or purchase

William A. Shaw materials for the same in consideration of the making of  
Prothonotary

FILED

the said contract with the General Contractors, Gregory M. Bacher and Paula M. Bacher, and the further consideration of the sum of One and 00/100 Dollar (\$1.00), to them paid by Gregory M. Bacher and Paula M. Bacher, it is agreed that no lien shall be filed against the building or real property by the General Contractor, Gregory M. Bacher and Paula M. Bacher, or any other person for any labor, or materials purchased, or extra labor or materials purchased for the new construction of the dwelling house, the right to file such liens being expressly waived.

This Stipulation is intended to be filed with the Clearfield County Prothonotary within ten (10) days of the above date.

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

Gregory Bacher  
Gregory Bacher

OWNERS:

G. Bacher  
Gregory M. Bacher  
Paula M. Bacher  
Paula M. Bacher

CONTRACTORS:

Gregory Bacher  
Gregory Bacher

G. Bacher  
Gregory M. Bacher  
Paula M. Bacher  
Paula M. Bacher