

01-1743-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY "vs" MICHAEL P. MAINES et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA, : NO. 01-1743-CO
Plaintiff :
vs. : ACTION IN MORTGAGE
MICHAEL P. MAINES AND : FORECLOSURE
MARGARET E. MAINES, :
Defendants :
:

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 defense 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 LEGAL HELP.

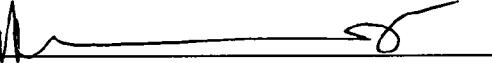
RAYMOND L. BILLOTTE, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641

FILED

OCT 19 2001

William A. Shaw
Prothonotary

REIDENBACH AND HENDERSON

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. # 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO.
Plaintiff :

vs. : ACTION IN MORTGAGE
: FORECLOSURE

MICHAEL P. MAINES AND :
MARGARET E. MAINES, :

Defendants :

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U. S. C. § 1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

REIDENBACH AND HENDERSON
Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney ID# 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO.
Plaintiff :
vs. : ACTION IN MORTGAGE
MICHAEL P. MAINES AND : FORECLOSURE
MARGARET E. MAINES, :
Defendants :

COMPLAINT

1. Plaintiff is

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

2. The name and last known address of the Defendants are:

Michael P. Maines	Margaret L. Maines
115 Tozier Avenue	115 Tozier Avenue
Dubois, PA 15801	Dubois, PA 15801

who are the Mortgagors and real owners of the property hereinafter described.

3. On November 21, 1997, Mortgagors made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book No. 1889, Page 447. A true and correct copy of the mortgage is attached hereto and incorporated herein by reference and marked as Exhibit "A"
4. The premises subject to said mortgage is described as attached in the legal description set forth in Exhibit "B".
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due October 21, 2000 and each month thereafter are due and unpaid, and by the

terms of said mortgage, upon failure of mortgagors to make such payments after a date specified by written notice sent to Mortgagors, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$30,959.49
Interest	\$ 3,365.88
2/13/01 through 10/15/01	\$ 3,160.50
(Per Diem \$12.90)	
Attorney Fees	\$ 1,547.97
Cost of Title Search	\$ 110.00
TOTAL	\$39,143.84

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. The Combined Notice has been sent to the Defendants by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i) Defendant(s) have filed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "C"; and/or
- (ii) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency; or
- (iii) Subject premises is either a commercial property or is not the Defendants primary residence and therefore the Act does not apply.

WHEREFORE, Plaintiff demand an in rem Judgment against Defendant(s) in the sum of \$39,143.84, and other costs and charges collective under the mortgage and for the foreclosure and sale of the mortgaged property.

By: REIDENBACH & HENDERSON



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
PA ID No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

VERIFICATION

Herbert P. Henderson, II, Esquire hereby states that his is attorney for Plaintiff in this matter, that he is authorized to make this Verification, and that the statements made in the foregoing Complaint are as related to him by Plaintiff and are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
I.D. # 56304

OPEN-END MORTGAGE

VOL 1899 PAGE 447

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

THIS MORTGAGE, entered into this 21st day of November, 1997, between Michael P. Maines & Margaret E. Maines, 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 Drive, DuBois, PA 15801, Pennsylvania,
hereafter called "Mortgagor."

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 \$ 30,700.00, 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 - Sandy, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

see exhibit A --Attached

Municipal Tax Lot , Block , Uniform Parcel Identifier 128-804-429-107

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. 1715 Page 450 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 mortgagor,
which prior mortgage secures payment of a promissory note in the principal amount of \$.
recorded on , 19 with the Recorder of the County of
Book , Page , Pennsylvania, in

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:

THIS MORTGAGE IS MADE subject to the following conditions:

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.

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

Exhibit "A"

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 appraisement, 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:

Witness

Witness

COMMONWEALTH OF PENNSYLVANIA)

) ss.:

COUNTY OF Clearfield)

On this the 21st day of November 1997, before me, William L. Kurtz (Name of Officer)

the undersigned officer, personally appeared Michael P. Maines & Margaret E. Maines (Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument and acknowledged that they - executed the same for the purposes herein contained.

he/she/they

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

(SEAL)

Notary Seal
My commission expires 22 Nov 1997
William L. Kurtz Notary Public
Sandy Twp. Clearfield County, PA
My Commission Expires Dec 22 1997
RL 4 PA 20/22/25, Ed. My Commission Expires Dec 22 1997
Notary Public, Pennsylvania Association, No. 101

Michael P. Maines (SEAL)

Margaret E. Maines (SEAL)

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, Denise Kahle of Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
 Mortgagor named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagor is
90 Beaver Drive, DuBois, PA 15801

Witness my hand, this 21st day of November, 1997

Denise Kahle
 Agent of Mortgagor

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



Karen L. Stark

Karen L. Stark
 Recorder of Deeds

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 1/16/97-11-24-97
 BY Recorder
 FEES 13.50
 Karen L. Stark, Recorder

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

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael P. Maines & Margaret E. Maines
 Name of Mortgagor(s)

- to -

BENEFICIAL CONSUMER DISCOUNT COMPANY
 BENEFICIAL CONSUMER DISCOUNT COMPANY
 d/b/a Beneficial Mortgage Co. of Pennsylvania

Mortgagor:

90 Beaver Drive

DuBois, PA 15801
 Address

COMMONWEALTH OF
 PENNSYLVANIA
) ss.:
 COUNTY OF)

RECORDED on this 19 day
 of January, 1997
 in the office for Recording of Deeds of this County,
 in Mortgagor Book No. 1, Page 1

RECORDED

and of Record 17 Nov 24 1997 1:16pm Karen L. Stark, Recorder

VOL 1889 PAGE 448

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/30/95 AND RECORDED 11/03/95, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1715 AND PAGE 450.

ADDRESS: 115 TOZIER AVE.; DUBOIS, PA TAX MAP OR PARCEL ID NO.:
128-804-429-107

Exhibit "B"

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II
Mitchell A. Sommers+

* Member of California Bar
+ Of Counsel

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@redrose.net

February 16, 2001

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

TO: Michael P. Maines Margaret L. Maines
115 Tozier Avenue 115 Tozier Avenue
DuBois, PA 15801 DuBois, PA 15801

FROM: Beneficial Consumer Discount Company, d/b/a
Beneficial Mortgage Co of Pennsylvania
961 Weigel Drive
Elmhurst, IL 60126

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 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 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) 781-1869).

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 US DERECHO A CONTINUAR VIVIENDO EN US CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSE FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO

Exhibit "C"

ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR ELPROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUESE SALVAR US CASA DE LA PERDIDA DEL DERECHO A REDIMIR US HIPOTECA.

HOMEOWNER'S NAME	Michael P. Maines and Margaret L. Maines
PROPERTY ADDRESS:	115 Tozier Avenue, DuBois, PA 15801
LOAN ACCOUNT NO.:	71172326 117745
ORIGINAL LENDER:	Beneficial Consumer Discount Company
CURRENT LENDER/SERVICER:	Beneficial Mortgage Co 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 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 THIRTY (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 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 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 proceeding 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: 115 Tozier Avenue, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts as of February 12, 2001, are now past due:

Account #71172326 117745

August 2000 through February 2001 - 7 payments of \$456.00 = \$3,192.00

Other charges (explain/itemize): Past Due Payments: \$3,192.00 +additional interest : \$150.67 = \$3,342.67

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 3,342.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

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

lender begins legal proceedings against you, you will still 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 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 6 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:

Beneficial Consumer Discount Company
Foreclosure Dept.
961 Weigel Drive
Elmhurst, IL 60126
(800) 959-3482 Ext. 7148
Fax: (630) 617-7562
Gail Lumpkins

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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

*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
(724) 465-2657

CCCS of Western PA
1138 North Main Street Extension
Butler, PA 16001
(724) 282-7812

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400

It is only necessary to schedule one face-to-face meeting. You should advise Ms. Lumpkins at Beneficial Consumer Discount Company, immediately of your intentions.

Sincerely,

Herbert P. Henderson, II
Attorney for Beneficial Consumer Discount Company
36 East King Street
Lancaster, PA 17602
(717)295-9159

pc: Beneficial Consumer

FILED

OCT 19 2001
m 13:23l Atty Bickelbach
William A. Shaw
/Prothonotary
pd \$80.00

Jcc Shanti

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11667

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORT 01-1743-CD

VS.

MAINES, MICHAEL P. & MARGARET E.

COMPLAINT ACTION IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 30, 2001 AT 10:58 AM EST SERVED THE WITHIN COMPLAINT ACTION IN MORTGAGE FORECLOSURE ON MICHAEL P. MAINES, DEFENDANT AT RESIDENCE, 49 MAHONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL P. MAINES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW OCTOBER 30, 2001 AT 10:45 AM EST SERVED THE WITHIN COMPLAINT ACTION IN MORTGAGE FORECLOSURE ON MARGARET E. MAINES, DEFENDANT AT RESIDENCE, GARDEN GROVE TOWNHOUSES, APT 58, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARGARET E. MAINES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

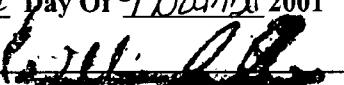
Cost	Description
49.04	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

NOV 07 2001
10:10 am
William A. Shaw
Prothonotary

*E
KES*

Sworn to Before Me This

2nd Day Of November 2001


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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PA, :
Plaintiff :
vs. : No. 01-1743-CD
MICHAEL P. MAINES AND :
MARGARET E. MAINES, :
Defendants :
:

TO: MICHAEL P. MAINES

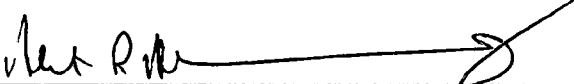
DATE: November 26, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED
NOV 28 2001
MHS/lncc
William A. Shaw
Prothonotary 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL MORTGAGE
CO. OF PA,

Plaintiff

No. 01-1743-CD

vs.

MICHAEL P. MAINES AND
MARGARET E. MAINES,

Defendants

TO: MICHAEL P. MAINES

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby
certify that on November 26, 2001 I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Michael P. Maines
115 Tozier Avenue
Dubois, PA 15801

REIDENBACH & HENDERSON

By:


Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

NOV 28 2001

mls/110cc 8/28
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL MORTGAGE
CO. OF PA,

Plaintiff

: No. 01-1743-CD

vs.

MICHAEL P. MAINES AND
MARGARET E. MAINES,
Defendants

TO: MARGARET E. MAINES

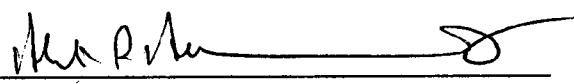
DATE: November 26, 2001

IMPORTANT NOTICE

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

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

NOV 28 2001

mjs4/nwcc *gss*
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL MORTGAGE
CO. OF PA,

Plaintiff

No. 01-1743-CD

vs.

MICHAEL P. MAINES AND
MARGARET E. MAINES,
Defendants

TO: MARGARET E. MAINES

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby
certify that on November 26, 2001 I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Margaret E. Maines
115 Tozier Avenue
Dubois, PA 15801

REIDENBACH & HENDERSON

By:



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

NOV 28 2001

mlk:54/noc
William A. Shaw
Prothonotary *E. KES*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA,
Plaintiff

NO. 01-1743-CO

vs.

MICHAEL P. MAINES AND
MARGARET E. MAINES,

ACTION IN MORTGAGE
FORECLOSURE

Defendants

PRAECIPE

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff and against Defendants in the above captioned action for failure to file an Answer to Plaintiff's Complaint within twenty (20) days after service thereof and assess the Plaintiff's damages as follows:

Principal Due	\$30,959.49
Delinquent Interest	7,480.98
Attorney Fee (5%)	1,547.97
TOTAL	\$39,988.44 plus costs of proceeding

Pursuant to Pa.R.C.P. 237.1 Notice was given to Defendants on November 26, 2001.

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
36 East King Street
Lancaster, PA 17602
(717) 295-9159
Attorney I.D. #56304

FILED

JAN 10 2002

William A. Shaw
Prothonotary

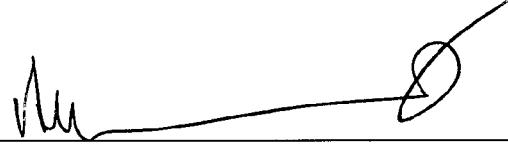
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, : NO.
Plaintiff :
vs. : ACTION IN MORTGAGE
MICHAEL P. MAINES AND : FORECLOSURE
MARGARET E. MAINES, :
Defendants :

AFFIDAVIT AS TO MILITARY SERVICE PURSUANT TO LOCAL RULE 179

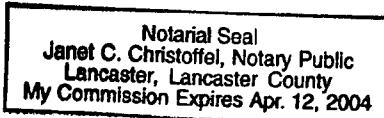
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

HERBERT P. HENDERSON, II, ESQUIRE, Attorney for Plaintiff in the above captioned matter hereby depose and state that he is unable to ascertain whether either Defendant is in the military service pursuant to the Soldiers' and Sailors' Civil Relief Act of October 17, 1940, as amended.



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304

Sworn to and subscribed)
before me this 28th day)
of December, 2001.)
Janet C. Christoffel)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PA, :
Plaintiff :
vs. : No. 01-1743-CD
MICHAEL P. MAINES AND :
MARGARET E. MAINES, :
Defendants :
:

NOTICE TO DEFENDANT

Please be advised that judgment has been entered against you on this 10th day of
January, 2002 in the amount of \$39,988.44.



Willitha
Prothonotary

FILED

20 pd by atg

JAN 10 2002

10/25/02
William A. Shaw
Prothonotary

Statement to atg
notices to ~~def~~ def's

10/25/02
William A. Shaw
Prothonotary

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

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

No.: 2001-01743-CD

Real Debt: \$39,988.44

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael P. Maines
Margaret E. Maines
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: January 10, 2002

Expires: January 10, 2007

Certified from the record this 10th day of January, 2002

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