

2003-211-CD
BENEFICIAL CONSUMER DISC. VS AMY M. JOHNSON A/K/A

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13683

BENEFICIAL CONSUMER DISCOUNT COMPANY

03-211-CD

VS.

JOHNSON, AMY M. a/k/a AMY MARIE RUGH

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 13, 2003 AT 1:20 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSRE ON AMY M. JOHNSON A/K/A AMY MARIE RUGH, DEFENDANT AT(meeting place)MAIN STREET MALL, DUBOIS, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO AMY M. JOHNSON/RUGH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
43.07	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

03-51871
APR 01 2003

*WB
cc
G
JL*

William A. Shaw
Prothonotary

Sworn to Before Me This

13
Day Of *March* 2003
Will A. Shaw

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

So Answers,

Chester A. Hawkins
My Manly Hawn
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 PENNSYLVANIA,

Plaintiff

NO. 03-211-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

AMY M. JOHNSON a/k/a
AMY MARIE RUGH

Defendant

TO: Amy M. Johnson a/k/a
Amy Marie Rugh

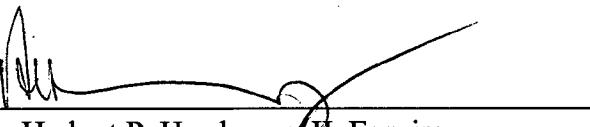
DATE: April 16, 2003

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
1 North Second Street
Clearfield, PA 16830
(814) 7650-2641

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

APR 21 2003

William A. Shaw
Prothonotary

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

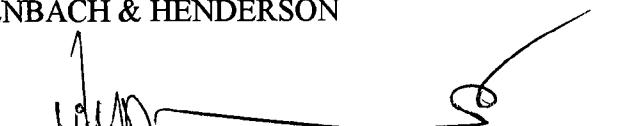
BENEFICIAL CONSUMER DISCOUNT :
COMPANY d/b/a BENEFICIAL :
MORTGAGE CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
AMY M.. JOHNSON a/k/a : FORECLOSURE
AMY MARIE RUGH :
Defendant :

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby
certify that on April 16, 2003, I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
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 NOCC
M 1124 801 9
APR 21 2003
KCB

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, :

Plaintiff vs. Defendants : NO. 03-211-CD Date :
1/13/04 : and the Plaintiff is entitled to the following relief:
Defendant(s) by Plaintiff : ACTION IN MORTGAGE

AMY M. JOHNSON a/k/
AMY MARIE RUGH

Defendants

FORECLOSURE

FILED *Emm*
JAN 13 2004
11:28 AM
Shaw

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT 3129.2

NOTICE TO DEFENDANTS AND
LIEN HOLDERS OF RECORD

COMMONWEALTH OF PENNSYLVANIA
SS:
COUNTY OF LANCASTER

HERBERT P. HENDERSON, II, ESQUIRE, being duly affirmed according to the law, deposes and says to the best of his knowledge, information and belief, that he is a partner in the law firm of Reidenbach, Henderson & Pecht, which firm has acted as attorneys for Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, in this execution proceeding: that on December 31, 2003, the Plaintiff, by its attorney, gave written ("Notice") to the Defendants (Defendants being served by Regular and Certified Mail) and the following lien holders of record in the manner indicated below, in connection with the Sheriff's Sale scheduled to be held on February 6, 2004, at 10:00 a.m. prevailing time, by

REGULAR MAIL, POSTAGE PREPAID

Amy M. Johnson
a/k/a Amy Marie Rugh
RD # 3 Box 157
Dubois, PA 15301

Clearfield County Tax Claim
230 E. Market Street
Clearfield, PA 16830

REIDENBACH, HENDERSON & PECHT

The Cipher Building
36 East King Street
Lancaster, PA 17602

Kenneth G. Reidenbach, II*
Herbert P. Henderson, II
Wayne M. Pecht**

* Member of California Bar
+ CPA/LLM in Taxation

Telephone 717-295-9159

Fax 717-295-1225

e-mail lawyer@law-for-you.com

December 31, 2003

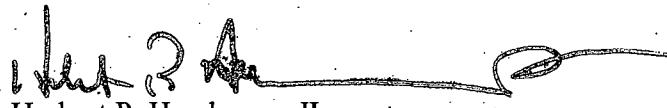
Amy M. Johnson
a/k/a Amy Marie Rugh
RD #3 Box 157
Dubois, PA 15301

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania vs. Amy M. Johnson a/k/a Amy Marie Rugh

Dear Ms. Johnson:

You are hereby notified that Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania, has entered Judgment on a complaint in Mortgage Foreclosure against you issued a Writ of Execution at No. 03-211-CD and that the Sheriff of Clearfield County has scheduled a Sheriff's Sale on said Execution for February 6, 2004 at 10:00 a.m. prevailing time, in the Clearfield County Courthouse, 1 North Second Street, Clearfield, PA 16830. The property upon which execution was issued is situate in the Township of Sandy, Clearfield County, with an address of RD 3 Box 157, Dubois PA 15801, see attached copy of complete description.

Very truly yours,



Herbert P. Henderson, II

HPH, II/tag
Enclosure

Suite 200
1205 Manor Drive
Mechanicsburg, PA 17055

Telephone: 717-691-9810
Fax: 717-766-3361

Reidenbach, Henderson & Pecht

36 E. King Street

Lancaster PA 17602

Certificate of Mailing

Check type of mail or service:

Certified

COD

Delivery Confirmation

Registered

Express Mail

Insured

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

Postmark and
Postage

Date of Receipt

Fee

Handling
Charge

Actual
Value
if Registered

Insured
Value
if Insured

Due Date
if Registered

DC
SC
SH
RR
PA
P4
P4
RR
Fee

6-Fee
2-Fee

151 **3064** **00** **000** **PB8694134**

UNITED STATES POSTAL SERVICE

POSTAGE PAID

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

30

Clearfield County Tax Claim

230 E. Market Street

Clearfield, PA 16830

30

Amy M. Johnson
a/k/a Amy Marie Rugh
RD #3 Box 157
Dubois, PA 15301

30

15
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Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt
Delivery Receipt

15
14
13
12
11
10
9
8
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6
5
4

Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt
Delivery Receipt

Total Number of Pieces
Listed by Sender

3

Total Number of Pieces
Received at Post Office
Postmaster (Name of receiving employee)

3

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

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 :
vs. : No. 03-211-CD
AMY M. JOHNSON a/k/a :
AMY MARIE RUGH :
:

FILED
02/28/2005

6th FEB 22 2005

PRAECIPE

TO THE PROTHONOTARY:

William A. Shaw
Prothonotary

Kindly withdraw the appearance of Herbert P. Henderson, II, Esquire, of Reidenbach & Henderson, on behalf of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania with regard to the above-captioned action.

REIDENBACH & HENDERSON

Date: 1/27/05

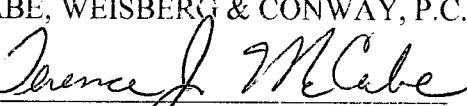
By: 

Herbert P. Henderson, II
Attorney I.D. No. 56304
36 East King Street
Lancaster, Pa 17602
(717) 295-9159

Kindly enter the appearance of Terrence J. McCabe, Esquire, of McCabe, Weisberg & Conway, P.C. on behalf of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania with regard to the above-captioned action.

MCCABE, WEISBERG & CONWAY, P.C.

Date: 2/16/05

By: 

Terrence J. McCabe
Attorney I.D. No. 16496
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

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. 03-211-CD
vs. : MORTGAGE FORECLOSURE
AMY M. JOHNSON a/k/a :
AMY MARIE RUGH :
Defendant :

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly enter Judgment by Default in favor of the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania , and against the Defendant, Amy M. Johnson, a/k/a Amy Marie Rugh, for failure to answer the Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof, and assess Plaintiff's damages as follows:

Outstanding Principal Balance	\$32,560.66
Interest through 06/02/03	\$11,078.38
Attorneys Commission	\$ 2,114.10
Total	\$ 45,753.14

I hereby certify that the appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P 237.1 on the dates indicated on the Notices.

REIDENBACH & HENDERSON

By: 

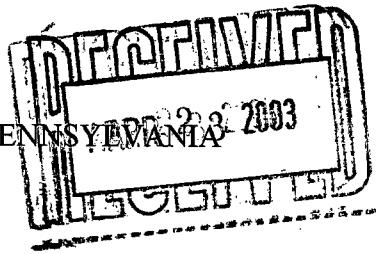
Herbert P. Henderson, II
Attorney for the Plaintiff
Attorney I.D. No. 56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

JUN 03 2003

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,
Plaintiff

NO. 03-211-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

AMY M. JOHNSON a/k/a
AMY MARIE RUGH

Defendant

TO: Amy M. Johnson a/k/a
Amy Marie Rugh

DATE: April 16, 2003

FILED

APR 23 2003

William A. Shaw
Prothonotary

IMPORTANT NOTICE

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Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 7650-2641

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, 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,
Plaintiff

NO. 03-211-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

AMY M. JOHNSON a/k/a
AMY MARIE RUGH

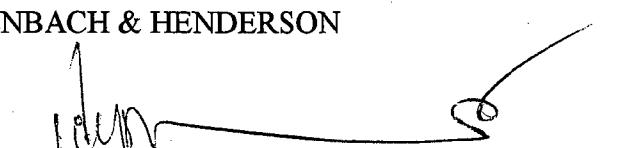
Defendant

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby
certify that on April 16, 2003, I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
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

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. 03-211-CD
vs. :
: ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a : FORECLOSURE
AMY MARIE RUGH :
Defendant :

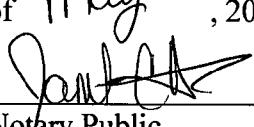
AFFIDAVIT AS TO MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LANCASTER :

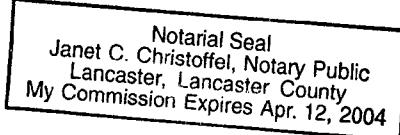
HERBERT P. HENDERSON, II, ESQUIRE, attorney for Plaintiff in the above captioned matter hereby depose and state that he is unable to ascertain whether Defendants are in the military service pursuant to the Soldiers' and Sailors' Civil Relief Act of October 17, 1940, as amended.



Herbert P. Henderson, II, Esq.
Attorney for Plaintiff
Attorney ID #56304

Sworn to and subscribed)
before me this 30th Day)
of May, 2003.)


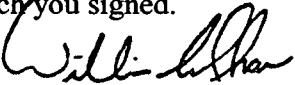
Notary Public



Office of Prothonotary of Court of Common Pleas of Clearfield County, Pa,

Pursuant to requirements of Penns. Civil Procedural Rule #236, you are notified that judgment was entered against you in this office today in 2003 Confessed Judgment Docket at 03-211-CD in the amount of \$45,753.14 in favor of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff, on confession if judgment contained in a bond, note, lease, installment purchase contract or other document which you signed.

Date: 6 - 03 - 03


Prothonotary

To:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD3 Box 157
Dubois, PA 15801
Defendant

FILED

IN 151 24
JUN 03 2003

Noticed of
Service to
Party

William A. Shaw
Prothonotary

Date: 06/02/2003
Time: 03:40 PM
Page 9 of 11

Clearfield County Court of Common Pleas
Civil Judgment Report
CT COMMON PLEAS, Prothonotary CT Location Only
All Case Types
From 05/01/2003 to 05/30/2003
All Judgment Types

User: BANDERSON

Case	Parties	Order Date	Judgment	
2003-00281-CD	Commonwealth of Pennsylvania, Plaintiff Youngkin, Richard D. , Defendant	05/27/200	PA State Tax Lien Amount: 856.93 In favor of:Plaintiff	Satisfied
2002-00744-CD	Commonwealth of Pennsylvania, Plaintiff Batcho, Andrew G. , Defendant	05/27/200	PA State Tax Lien Amount: 305.67 In favor of:Plaintiff	Remov-Filed in Error
2002-01352-CD	Commonwealth of Pennsylvania, Plaintiff Commonwealth of Pennsylvania, Plaintiff	05/22/200	PA State Tax Lien Amount: 1,612.61 In favor of:Plaintiff	Satisfied
2003-00750-CD	Commonwealth of Pennsylvania, Plaintiff Johnson Brothers Coal Company, Inc. , Defendant	05/19/200	PA State Tax Lien Amount: 5,849.15 In favor of:Plaintiff	Open
2003-00662-CD	Commonwealth of Pennsylvania, Plaintiff Tudor, James Irvin , Defendant	05/01/200	PA State Tax Lien Amount: 1,076.42 In favor of:Plaintiff	Open
2003-00662-CD	Commonwealth of Pennsylvania, Plaintiff Tudor Contracting , Defendant	05/01/200	PA State Tax Lien Amount: 1,076.42 In favor of:Plaintiff	Open
1998-00760-CD	Commonwealth of Pennsylvania, Plaintiff LEEBROS Manufaacturing , Defendant	05/09/200	Suggestion of Nonpay Amount: 1,159.41 In favor of:Plaintiff	Open
1998-00760-CD	Commonwealth of Pennsylvania, Plaintiff Lee, Sharon O. , Defendant	05/09/200	Suggestion of Nonpay Amount: 1,159.41 In favor of:Plaintiff	Open
1998-00760-CD	Commonwealth of Pennsylvania, Plaintiff Lee, Howard L. , Defendant	05/09/200	Suggestion of Nonpay Amount: 1,159.41 In favor of:Plaintiff	Open
2002-00518-CD	Internal Revenue Service, Plaintiff Keystone Rubber Processing Technologies, Inc. , Defendant	05/15/200	IRS Lien Amount: 100.84 In favor of:Plaintiff	Satisfied
2003-00734-CD	Internal Revenue Service, Plaintiff Hanslovan, Edward J. , Defendant	05/15/200	IRS Lien Amount: 53,894.19 In favor of:Plaintiff	Open
2003-00608-CD	Sandy Township, Plaintiff Laurel of DuBois , Defendant	05/12/200	Municipal Lien Amount: 223.14 In favor of:Plaintiff	Satisfied

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

Beneficial Consumer Discount Company
Plaintiff(s)

No.: 2003-00211-CD

Real Debt: \$45,753.14

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Amy M. Johnson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 3, 2003

Expires: June 3, 2008

Certified from the record this 3rd day of June, 2003

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

Affidavit of Military Service filed.
Dated: May 30, 2003

Amount Due \$32,560.66
Interest \$11,078.38

Prothy. Costs \$ 132.00
Sheriff's Costs \$ _____

REIDENBACH & HENDERSON

By: Herbert P. Henderson, II

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

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: 10/16/03
Deputy Prothonotary

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

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

5. Name and address of every other person who has any record lien on their property:

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

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

None

7. 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:

None

I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. 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.

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

By: 

Herbert P. Henderson, II,
Attorney for Plaintiff

Sworn and subscribed)
before me this 1st Day)
of October, 2003.)
Janet C. Christoffel)

Notarial Seal
Janet C. Christoffel, Notary Public
Lancaster, Lancaster County
My Commission Expires Apr. 12, 2004

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. 03-211-CD
vs. :
: ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a : FORECLOSURE
AMY MARIE RUGH :
Defendant :

AFFIDAVIT OF ACT 91 OF 1983

I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about December 27, 2002, I sent the requisite Notice pursuant to Act 91 of 1983 to the above-captioned Defendants relating to the property that is the subject of the above-captioned Action in Mortgage Foreclosure.

Herbert P. Henderson, II, Esquire

36 East King Street

Lancaster, PA 17602

(717) 295-9159

Attorney for the Plaintiff

Attorney ID No. 56304

Dated: 10/13/03

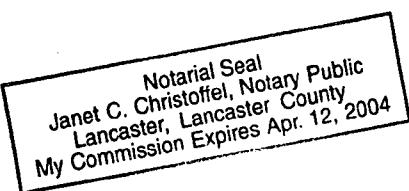
Sworn and subscribed)

before me this 13th Day)

of October, 2003.)

Janet C. Christoffel

Notary Public



CC P.D.A.Y.

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. 03-211-CD
vs.	:	
	:	ACTION IN MORTGAGE
	:	FORECLOSURE
AMY M. JOHNSON a/k/a	:	
AMY MARIE RUGH,	:	
Defendants	:	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL that certain piece, parcel or tract of land, situate, lying and being in the Township of Sandy, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit: On the North by a 60 foot street known as First Avenue; on the East by lands of Joseph Blant and wife; on the South by a 12 foot alley and on the West by lands of Margaret Chick. Being known as Lot No. 34 shown on the plat of lots as surveyed by George C. Kirk of Survey of June 20-22, 1916, taken from a larger piece of land which became vested by sundry conveyances of record in Harriet Bogle. Subject to reservations of coal and other minerals as contained in former deeds.

THE SECOND THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 33 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 34; on the South by an alley; and on the West by Lot No. 32, and being 50 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

THE THIRD THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 32 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 33; on the South by an alley; and on the West by Third Street, and being 57 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

BEING the same premises which were conveyed to Harry L. Rugh and Amymarie Rugh, both of the Township of Sandy, Clearfield County, Pennsylvania, Grantors, parties of the first part; and Harry L. Rugh and Amymarie Rugh of Box 157, R.D. 3, Dubois, Clearfield County, Pennsylvania, as Joint Tenants with Right of Survivorship and not as Tenants in Common, Grantees, parties of the second part.

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 :
vs. : NO. 03-211-CD
AMY M JOHNSON a/k/ :
AMY MARIE RUGH : ACTION IN MORTGAGE
Defendants : FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County, against Amy M. Johnson a/k/ Amy Marie Rugh, Defendant,

and direct the Sheriff to levy on RD 3 Box 157, Dubois, PA 15801.

Amount Due:

Principal Due \$32,560.66
Delinquent Interest \$11,078.38
Attorney Fee (5%) \$ 2,114.10

TOTAL \$45,753.14 plus costs of proceeding

125.00 Prothonotary costs

REIDENBACH & HENDERSON

Dated: 10/13/03

By:

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

FILED

OCT 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED

Atty pd. 2000

01/15/2004
OCT 16 2003

11CC97 units to Atty

William A. Shaw

WA

Prothonotary/Clerk of Courts

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. 03-211-CD
vs.	:	
	:	ACTION IN MORTGAGE
	:	FORECLOSURE
AMY M. JOHNSON a/k/a	:	
AMY MARIE RUGH,	:	
Defendant	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

Beneficial Consumer Discount Company, doing business as Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed to the following information concerning the real property located at RD 3 Box 157, Dubois, Pennsylvania, Sandy Township, Clearfield County Tax Parcel No. 128-C3-653-26

1. Names and addresses of Owners or Reputed Owners:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

2. Names and addresses of Defendants in the Judgment:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

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

Beneficial Consumer Discount Co. d/b/a
Beneficial Mortgage Co. of Pennsylvania
961 Weigel Drive
P.O. Box 8634

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 :

vs. :

AMY M. JOHNSON a/k/a :
AMY MARIE RUGH, :
Defendant :

NO. 03-211-C

ACTION IN MORTGAGE
FORECLOSURE

NOTICE

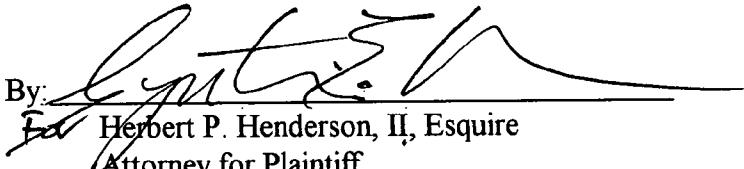
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense 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
1 North Second Street
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

FEB 18 2003

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
AMY M. JOHNSON a/k/a : FORECLOSURE
AMY MARIE RUGH, :
Defendant :

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 & 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
CIVIL ACTION - LAW

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

NO.

vs.

ACTION IN MORTGAGE
FORECLOSURE

AMY M. JOHNSON a/k/a
AMY MARIE RUGH,

Defendant

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 Defendant is:

Amy M. Johnson a/k/a Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

who is the Mortgagor and real owner of the property hereinafter described.

3. On November 24, 1999, Mortgagor made, executed and delivered a mortgage upon the premises herein after described to BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 199919579. 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 June 30, 2001 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$32,560.66
Interest	\$ 9,721.29
through 2/10/03 (Per Diem \$12.93)	
Attorney Fees	\$ 2,114.10
Cost of Title Search	\$ 110.00
TOTAL	\$44,506.05

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.

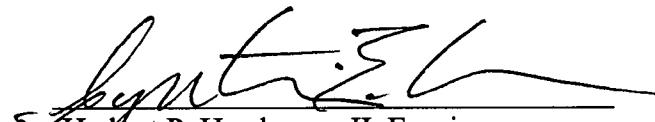
8. The Combined Notice has been sent to the Defendant by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

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

- (i) Defendants have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendant, a true and correct copy of which is attached hereto as Exhibit "C"; and/or
- (ii) Defendants 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 Defendant's primary residence and therefore the Act does not apply.

WHEREFORE, Plaintiff demand an in rem Judgment against Defendants in the sum of \$44,506.05, 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
Attorney I.D. # 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.

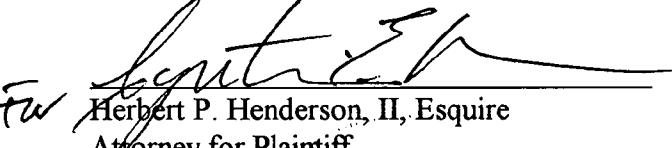

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
I.D. # 56304

Exhibit "A"

711723

MORTGAGE

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

THIS MORTGAGE is made this day 24TH of 99 DEC -7 NOVEMBER 1988, between the Mortgagor, HARRY L. RUGH AND AMY MARIE RUGH

(herein "Borrower") and Mortgagee BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 90 BEAVER DRIVE, SUITE 114 C, DUBOIS, PA 15801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 32,642.54 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated NOVEMBER 24, 1988 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 24, 2028.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____ or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____.

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A DEED DATED 11/30/1981 AND RECORDED 12/16/1981 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED VOLUME 823 AND PAGE 517.

ADDRESS: R.D. # 3 BOX 157
DUBOIS, PA 15801

TAX MAP OR PARCEL ID: 128-C03-653-26

REGISTER AND RECORDER CLEARFIELD COUNTY Pennsylvania	INSTRUMENT NUMBER 1999119579	RECORDED ON NOV 29 1999	RECORDING FEES - NOV 2 1999:05 PM \$17.00	COUNTY IMPROVEMENT FUND \$1.00	RECORDER FUND \$1.00	IMPROVEMENT FUND \$0.50	STATE GRFT TAX \$19.50	TOTAL \$19.50
<i>Beauford L. Clegg, Esq.</i>								

09-20-99 MTG.

PA003208

ORIGINAL

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any; all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments, as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower, or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

Exhibit "B"

County Parcel No. _____

This Deed,

MADE the Thirtieth (30th) day of November,
in the year nineteen hundred and eighty-one (1981).

BETWEEN HARRY L. RUCH and AMYMARIE RUCH, both of the Township of Sandy,
Clearfield County, Pennsylvania, Grantors, parties of the first part;

A
N
D

HARRY L. RUCH and AMYMARIE RUCH of Box 157, R. D. 3, DuBois, Clearfield County,
Pennsylvania, as Joint Tenants with Right of Survivorship and not as Tenants in
Common, Grantees, parties of the second part.

WITNESSETH, That in consideration of One----- Dollars,
----- (\$1.00) ----- Dollars,

In hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees.

ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield
County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL that certain piece, parcel or tract
of land, situate, lying and being in the Township of Sandy,
County of Clearfield and State of Pennsylvania, bounded and
described as follows, to wit: On the North by a 60 foot street
known as First Avenue; on the East by lands of Joseph Blant
and wife; on the South by a 12 foot alley and on the West
by lands of Margaret Chick. Being known as Lot No. 34 shown
on the plat of lots as surveyed by George C. Kirk of Survey of
June 20-22, 1916, taken from a larger piece of land which
became vested by sundry conveyances of record in Harriet Bogle.
Subject to reservations of coal and other minerals as contained
in former deeds.

THE SECOND THEREOF: Located in the Harriet Bogle plan of lots
and known as Lot No. 33 in said plan of lots, bounded and
described as follows, to wit: On the North by First Avenue; on
the East by Lot No. 34; on the South by an alley; and on the
West by Lot No. 32, and being 50 feet by 150 feet in size.
Subject to coal and mining rights as contained in former deeds.

VJL 823:518

THE THIRD THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 32 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 33; on the South by an alley; and on the West by Third Street, and being 57 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

BEING the same premises which were conveyed to Marie Lillian Arwickson by deed of Emajean Catherine Arwickson dated September 28, 1961, and recorded in Deed Book No. 491, page 685. The said Marie Lillian Arwickson, died intestate on December 15, 1977, leaving as her sole heir at law, her sister, Emajean Catherine Rugh. The said Emajean Catherine Rugh, was formerly known as Emajean Catherine Arwickson. The said Emajean Catherine Rugh died intestate on June 25, 1981, leaving as her sole heirs at law, her husband, Harry L. Rugh and her daughter, Amy Marie Rugh, Grantors and Grantees herein.

This is a conveyance from father and daughter to father and daughter and is not taxable.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Edwina C. Rugh *Harry L. Rugh*
Edwina C. Rugh *Amy Marie Rugh*

This 15th day of December, 1981

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 233, approved September 10, 1965, as amended.)

AND the said grantees will GENERALLY WARRANT AND FOREVER DEFEND the property
hereby conveyed.

IN WITNESS WHEREOF, said grantees have hereunto set their hands and seals, this
day and year first above-written.

Sealed and delivered in the presence of
Paula M. Cherry

Henry L. Rugh
(seal)

Paula M. Cherry

Henry L. Rugh
(seal)

Paula M. Cherry

Antimarie Rugh
(seal)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:
R. D. 3, Box 157, DuBois, PA 15801
N.T.S.

Edward V. Cherry
Attorney and Agent for Grantees

Commonwealth of Pennsylvania }
County of Clearfield } ss.

11/16/81
2:07 PM
LY
TDS
TDS
TDS

On this, the 15th day of December 1981, before me, a Notary Public,
the undersigned officer, personally appeared HARRY L. RUGH and ANTMARIE RUGH,
known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within
Instrument, and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official

My Commission Expires

PAULINA CHERRY, Notary Public
DuBois, PA, No. 15132, Reg. No. 16, 1983
My Commission Expires December 16, 1985

Entered in the office of the Clerk of Court, Dec 16, 1981, 2:07 PM. File No. 1227, Recorded

Exhibit "C"

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602

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

Telephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

* Member of California Bar
+ Of Counsel

December 27, 2002

TO: Amy M. Johnson Harry L. Rugh
a/k/a Amy Marie Rugh RD 3 Box 157
RD 3 Box 157 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 SU DERECHO A CONTINUAR VIVIENDO EN SU 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 ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUESE

SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME	Amy M. Johnson, a/k/a Amy Marie Rugh and Harry L. Rugh
PROPERTY ADDRESSES:	R.D. #3, Box 157, Dubois, PA 15801
LOAN ACCOUNT NO.:	712810 00 110205
ORIGINAL LENDER:	Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co of Pennsylvania
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: RD 3 Box 157, Dubois, PA 15801, IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Account # 712810 00 110205

June 2001 through December 2002- 19 payments of \$399.69 = \$7,594.11

Other charges (explain/itemize): Past Due Payments: \$7,594.11 + interest: \$678.46 = \$8,272.57

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 \$8,272.57, 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 mortgaged 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. 6503
Fax: (630) 617-7802
Tracey Williams

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

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

CCCS of Northeastern PA
208 Hamilton Avenue, Suite 1
Hamilton Square Plaza
State College, PA 16801
(814) 238-3668
(814) 238-3669 Fax

It is only necessary to schedule one face-to-face meeting. You should advise Ms. Williams 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: Tracey Williams, Beneficial Finance

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Harry L. Rugh
RD 3 Box 157
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Amy Johnson

Agent
 Addressee

B. Received by (Printed Name)

Amy Johnson

C. Date of Delivery

01-02

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7099 3400 0012 4388 8073

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Amy M. Johnson a/k/a Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Amy Johnson

Agent
 Addressee

B. Received by (Printed Name)

Amy Johnson

C. Date of Delivery

01-02

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7099 3400 0012 4388 180805

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

FILED

Atty pd.
85.00

114881
FEB 18 2003
1cc-shs

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, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a, : FORECLOSURE
AMY MARIE RUGH :
Defendant :

PRAECIPE TO AMEND CAPTION AND TRANSFER JUDGMENT

TO THE PROTHONOTARY:

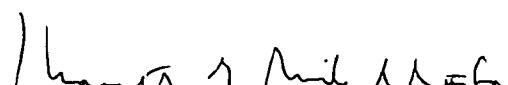
Kindly amend the above caption to read as follows:

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

B&A DEVELOPMENT COMPANY, assignee of :
FORECLOSURE ADVISORS, LLC, assignee of :
BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a, : FORECLOSURE
AMY MARIE RUGH :
Defendant :

Kindly transfer the Judgment in the above-captioned matter from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania to B&A Development Company, assignee of Foreclosure Advisors, LLC, assignee of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania.

Respectfully Submitted,
REIDENBACH & HENDERSON


Herbert P. Henderson, II
Attorney I.D. No. 56304
Attorney for Plaintiff
36 E. King Street
Lancaster, PA 17602
(717) 295-9159

FILED
M 2:06 PM No CC
JUN 13 2005 CK

William A. Shaw
Prothonotary/Clerk of Courts

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

B&A DEVELOPMENT COMPANY, assignee of :
FORECLOSURE ADVISORS, LLC, assignee of :
BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
: FORECLOSURE
AMY M. JOHNSON a/k/a, :
AMY MARIE RUGH :
Defendant :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

B&A Development Company, assignee of Foreclosure Advisors, LLC, assignee of Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed to the following information concerning the real property located at RD 3 Box 157, Dubois, Pennsylvania, Sandy Township, Clearfield County Tax Parcel No. 128-C3-653-26

1. Names and addresses of Owners or Reputed Owners:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

2. Names and addresses of Defendants in the Judgment:

Amy M. Johnson a/k/a
Amy Marie Rugh
RD 3 Box 157
Dubois, PA 15801

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

B&A Development Company
P.O. Box 330
Boalsburg, PA 16827

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William A. Shaw
Prothonotary/Clerk of Courts

Sandy Township Tax Collector
1094 Chestnut Avenue
P.O. Box 267
DuBois, PA 15801

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

B&A Development Company
P.O. Box 330
Boalsburg, PA 16827

5. Name and address of every other person who has any record lien on their property:

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Sandy Township Tax Collector
1094 Chestnut Avenue
P.O. Box 267
DuBois, PA 15801

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

None

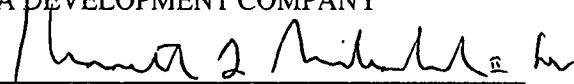
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief and are based upon information received from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of Pennsylvania. 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.

B&A DEVELOPMENT COMPANY

By:


Herbert P. Henderson, II,
Attorney for Plaintiff

Date: 6/10/05

Sworn and subscribed)
)
)
before me this 10th Day)
)
of June , 2005.)
)

NOTARIAL SEAL
MAURA M. KEENER, NOTARY PUBLIC
CITY OF LANCASTER, LANCASTER CO.
MY COMMISSION EXPIRES MAY 13, 2006

FILED

JUN 13 2005

William A. Shaw
Prothonotary/Clerk of Court

FILED	WILLIAM A. SHAW
WILLIAM A. SHAW	PROTHONOTARY/CLERK OF COURT
WILLIAM A. SHAW	CLERK OF COURT
WILLIAM A. SHAW	WILLIAM A. SHAW

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

B&A DEVELOPMENT COMPANY, assignee of :
FORECLOSURE ADVISORS, LLC, assignee of :
BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. :
: ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a, : FORECLOSURE
AMY MARIE RUGH :
Defendant :
..

AFFIDAVIT OF ACT 91 OF 1983

I, Herbert P. Henderson, II, Esquire, hereby affirm that on or about December 27, 2002, I sent the requisite Notice pursuant to Act 91 of 1983 to the above-captioned Defendants relating to the property that is the subject of the above-captioned Action in Mortgage Foreclosure.

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

Dated: 6/10/05

Sworn and subscribed)
before me this 10th Day)
of June, 2005.)
Maure M. Keener)
Notary Public

NOTARIAL SEAL
MAURA M. KEENER, NOTARY PUBLIC
CITY OF LANCASTER, LANCASTER CO.
MY COMMISSION EXPIRES MAY 13, 2006



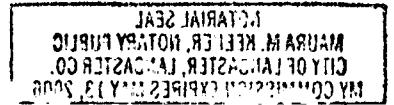
FILED No cc
m/2:0a/81
JUN 13 2005 (6)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 13 2005

William A. Shaw
Prothonotary/Clerk of Courts



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

B&A DEVELOPMENT COMPANY, assignee of :
FORECLOSURE ADVISORS, LLC, assignee of :
BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
: FORECLOSURE
AMY M. JOHNSON a/k/a, :
AMY MARIE RUGH :
Defendant :
:

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County,
against Amy M. Johnson a/k/ Amy Marie Rugh, Defendant,

and direct the Sheriff to levy on RD 3 Box 157, Dubois, PA 15801.
Amount Due:

Principal Due	\$32,560.00
Delinquent Interest	\$19,946.21
Attorney Fee (5%)	\$ 2,625.31
 TOTAL	\$55,131.52 plus costs of proceeding
	<i>145.00</i> Prothonotary costs

REIDENBACH & HENDERSON

Dated: 6/10/05

By: Herbert P. Henderson, II

Herbert P. Henderson, II, Esquire

Attorney I.D. No. 56304

36 East King Street

Lancaster, PA 17602

(717) 295-9159

FILED 1cc Shff
m/2:06/05 w/6 writs
JUN 13 2005 Atty pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

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

B&A DEVELOPMENT COMPANY, assignee of :
FORECLOSURE ADVISORS, LLC, assignee of :
BENEFICIAL CONSUMER DISCOUNT :
COMPANY, d/b/a BENEFICIAL MORTGAGE :
CO. OF PENNSYLVANIA, :
Plaintiff : NO. 03-211-CD
vs. : ACTION IN MORTGAGE
: FORECLOSURE
AMY M. JOHNSON a/k/a, :
AMY MARIE RUGH :
Defendant :
:

 COPY

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL that certain piece, parcel or tract of land, situate, lying and being in the Township of Sandy, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit: On the North by a 60 foot street known as First Avenue; on the East by lands of Joseph Blant and wife; on the South by a 12 foot alley and on the West by lands of Margaret Chick. Being known as Lot No. 34 shown on the plat of lots as surveyed by George C. Kirk of Survey of June 20-22, 1916, taken from a larger piece of land which became vested by sundry conveyances of record in Harriet Bogle. Subject to reservations of coal and other minerals as contained in former deeds.

THE SECOND THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 33 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 34; on the South by an alley; and on the West by Lot No. 32, and being 50 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

THE THIRD THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 32 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 33; on the South by an alley; and on the West by Third Street, and being 57 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

BEING the same premises which were conveyed to Harry L. Rugh and Amymarie Rugh, both of the Township of Sandy, Clearfield County, Pennsylvania, Grantors, parties of the first part; and Harry L. Rugh and Amymarie Rugh

of Box 157, R.D. 3, Dubois, Clearfield County, Pennsylvania, as Joint Tenants with Right of Survivorship and not as Tenants in Common, Grantees, parties of the second part.

 Affidavit of Military Service filed.
Dated: 6/13/05

Amount Due \$32,560.00
Interest \$19,946.21

Prothy. Costs \$ 145.00
Sheriff's Costs \$

REIDENBACH & HENDERSON

By: Herbert P. Henderson, II

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

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: Willie L. Thompson
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20187
NO: 03-211-CD

PLAINTIFF: B & A DEVELOPMENT COMPANY, ASIGNEE OF FORCLOSURE ADVISORS, LLC, ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA
vs.

DEFENDANT: AMY M. JOHNSON A/K/A AMY MARIE RUGH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/13/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 09/01/2005

DATE DEED FILED **NOT SOLD**

FILED

09/01/2005
SEP 01 2005

William A. Shaw
Prothonotary/Clerk of Courts



DETAILS

@ SERVED AMY M. JOHNSON A/K/A AMY MARIE RUGH

@ SERVED

NOW JUNE 30, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE AND REFUND MONIES DUE.

@ SERVED

NOW, AUGUST 24, 2005 RETURN WRIT AS NO SALE HELD. THE SALE WAS CANCELED BY THE PLAINTIFF'S ATTORNEY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20187
NO: 03-211-CD

PLAINTIFF: B & A DEVELOPMENT COMPANY, ASIGNEE OF FORCLOSURE ADVISORS, LLC, ASSIGNEE OF
BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA
vs.

DEFENDANT: AMY M. JOHNSON A/K/A AMY MARIE RUGH

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$20.00

SURCHARGE \$20.00 PAID BY PLAINTIFF

So Answers,

Chester A. Hawkins
by Cynthia Better-Deppenbach
Chester A. Hawkins
Sheriff

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

B&A DEVELOPMENT COMPANY, assignee of
FORECLOSURE ADVISORS, LLC, assignee of
BENEFICIAL CONSUMER DISCOUNT
COMPANY, d/b/a BENEFICIAL MORTGAGE
CO. OF PENNSYLVANIA,

Plaintiff :

NO. 03-211-CD

vs.

ACTION IN MORTGAGE
FORECLOSURE

AMY M. JOHNSON a/k/a,
AMY MARIE RUGH

Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL that certain piece, parcel or tract of land, situate, lying and being in the Township of Sandy, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit: On the North by a 60 foot street known as First Avenue; on the East by lands of Joseph Blant and wife; on the South by a 12 foot alley and on the West by lands of Margaret Chick. Being known as Lot No. 34 shown on the plat of lots as surveyed by George C. Kirk of Survey of June 20-22, 1916, taken from a larger piece of land which became vested by sundry conveyances of record in Harriet Bogle. Subject to reservations of coal and other minerals as contained in former deeds.

THE SECOND THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 33 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 34; on the South by an alley; and on the West by Lot No. 32, and being 50 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

THE THIRD THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 32 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 33; on the South by an alley; and on the West by Third Street, and being 57 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

BEING the same premises which were conveyed to Harry L. Rugh and Amymarie Rugh, both of the Township of Sandy, Clearfield County, Pennsylvania, Grantors, parties of the first part; and Harry L. Rugh and Amymarie Rugh

of Box 157, R.D. 3, Dubois, Clearfield County, Pennsylvania, as Joint Tenants with Right of Survivorship and not as Tenants in Common, Grantees, parties of the second part.

Affidavit of Military Service filed.

Dated: 6/13/05

Amount Due \$32,560.00

Interest \$19,946.21

Prothy. Costs \$ 14500

Sheriff's Costs \$

REIDENBACH & HENDERSON

By: Herbert P. Henderson, II

Herbert P. Henderson, II, Esquire

Attorney I.D. No. 56304

36 East King Street

Lancaster, PA 17602

(717) 295-9159

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: Willie L. Parker

Deputy Prothonotary

Received June 13, 2005 @ 2:30 P.M.

Chester A. Hawkeris

by Cynthia Butter Afghanistan

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME AMY M. JOHNSON A/K/A AMY MARIE RUGH

NO. 03-211-CD

NOW, September 01, 2005, 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 for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Amy M. Johnson A/K/A Amy Marie Rugh to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE LEVY	
MILEAGE POSTING	
CSDS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$20.00

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

	DEBT-AMOUNT DUE INTEREST @ FROM TO	32,560.00 0.00
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		
FORECLOSURE FEES		
ATTORNEY COMMISSION		2,625.31
REFUND OF ADVANCE		
REFUND OF SURCHARGE		20.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		19,946.21
MISCELLANEOUS		
TOTAL DEBT AND INTEREST		\$55,151.52
COSTS:		
ADVERTISING		0.00
TAXES - COLLECTOR		
TAXES - TAX CLAIM		
DUE		
LIEN SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS		0.00
SHERIFF COSTS		20.00
LEGAL JOURNAL COSTS		0.00
PROTHONOTARY		145.00
MORTGAGE SEARCH		
MUNICIPAL LIEN		
TOTAL COSTS		\$165.00

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

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602Kenneth G. Reidenbach, II*
Herbert P. Henderson, IITelephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

Cynthia E. Reed

* Member of California Bar

June 30, 2005

VIA FACSIMILE: (814) 765-1533

Sheriff's Office
Clearfield County Courthouse
1 North Second Street, Suite 116
Clearfield, PA 16830Re: B&A Development Company, et al. vs. Amy M. Johnson a/k/a Amy Marie Rugh
No. 03-221-CD

Dear Sir or Madam:

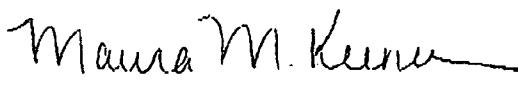
Please cancel the Sheriff's Sale with regard to the above-referenced matter. The Defendant has satisfied the above-referenced Judgment. Kindly refund any and all monies due to B&A Development at your earliest convenience.

Thank you for your assistance in this matter. Should you have any questions or need additional information, please contact me.

Very truly yours,

REIDENBACH & HENDERSON

By:


Maura M. Keener
Paralegal

MMK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14871

NO: 03-211-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

vs.

DEFENDANT: JOHNSON, AMY M. A/K/A AMY MARIE RUGH

WRIT OF EXECUTION REAL ESTATE

(ws)

FILED

MAR 07 2017

S

05126/17

BRIAN K. SPENCER

PROTHONOTARY & CLERK OF COURTS

SHERIFF RETURN

DATE RECEIVED WRIT: 10/16/2003

LEVY TAKEN 12/15/2003 @ 11:08 AM

POSTED 12/15/2003 @ 11:08 AM

SALE HELD 3/4/2005

SOLD TO REIDENBACH & HENDERSON & PECHT

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/7/2017

DATE DEED FILED

PROPERTY ADDRESS RD 3, BOX 157 DUBOIS , PA 15801

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

Sheriff Thurston \$148.88

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2015

(ws)

Wesley B. Thurston
By Cynthia Butts, Deputy Sheriff

Wesley B. Thurston
Sheriff

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

vs

JOHNSON, AMY M. A/K/A AMY MARIE RUGH

1 12/26/2000 @ 2:32 PM SERVED AMY M. JOHNSON A/K/A AMY MARIE RUGH

SERVED AMY M. JOHNSON A/K/A AMY MARIE RUGH, DEFENDANT, AT RD #3, BOX 157, DUBOIS, PENNSYLVANIA BY HANDING TO AMY M. JOHNSON A/K/A AMY MARIE RUGH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOTO HIM/HER THE CONTENTS THEREOF.

@ SERVED

NOW, FEBRUARY 5, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2004 TO MARCH 5, 2004, DUE TO NO SERVICE ON DEFENDANT.

@ SERVED

NOW, MARCH 4, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 5, 2004 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, APRIL 16, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO RESCHEDULE THE MARCH 5, 2004 SALE. THE BANKRUPTCY CASE WAS DISMISSED.

@ SERVED

NOW, JUNE 4, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 4, 2004 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, AUGUST 5, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 6, 2004 DUE TO BANKRUPTCY FILING. THE SALE WAS RESCHEDULED TO

@ SERVED

NOW, SEPTEMBER 24, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR OCTOBER 1, 2004 DUE TO BANKRUPTCY. RESCHEDULE SALE AFTER OCTOBER

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA

VS

JOHNSON, AMY M. A/K/A AMY MARIE RUGH

@ SERVED

NOW, JANUARY 10, 2005, RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 3, 2004 TO MARCH 4, 2005 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, FEBRUARY 28, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 4, 2005.

@ SERVED

BILLED THE ATTORNEY OFFICE MAY 13, 2005, MAY 16, 2005 AND JUNE 10, 2005. ATTORNEY OFFICE INFORMED ME THE CASE WAS CLOSED AND THEY COULD NOT PAY OUT MORE MONEY. RETURNING THE WRIT AS MONEY OWED

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. 03-211-CD
vs. : ACTION IN MORTGAGE
AMY M. JOHNSON a/k/a : FORECLOSURE
AMY MARIE RUGH, :
Defendants :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the properties described below:

ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL that certain piece, parcel or tract of land, situate, lying and being in the Township of Sandy, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit: On the North by a 60 foot street known as First Avenue; on the East by lands of Joseph Blant and wife; on the South by a 12 foot alley and on the West by lands of Margaret Chick. Being known as Lot No. 34 shown on the plat of lots as surveyed by George C. Kirk of Survey of June 20-22, 1916, taken from a larger piece of land which became vested by sundry conveyances of record in Harriet Bogle. Subject to reservations of coal and other minerals as contained in former deeds.

THE SECOND THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 33 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 34; on the South by an alley; and on the West by Lot No. 32, and being 50 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

THE THIRD THEREOF: Located in the Harriet Bogle plan of lots and known as Lot No. 32 in said plan of lots, bounded and described as follows, to wit: On the North by First Avenue; on the East by Lot No. 33; on the South by an alley; and on the West by Third Street, and being 57 feet by 150 feet in size. Subject to coal and mining rights as contained in former deeds.

BEING the same premises which were conveyed to Harry L. Rugh and Amymarie Rugh, both of the Township of Sandy, Clearfield County, Pennsylvania, Grantors, parties of the first part; and Harry L. Rugh and Amymarie Rugh of Box 157, R.D. 3, Dubois, Clearfield County, Pennsylvania, as Joint Tenants with Right of Survivorship and not as Tenants in Common, Grantees, parties of the second part.

X Affidavit of Military Service filed.
Dated: May 30, 2003

Received October 16, 2003 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Buten-Augherbaugh

Amount Due \$32,560.66
Interest \$11,078.38

Prothy. Costs \$ 125.00
Sheriff's Costs \$

REIDENBACH & HENDERSON

By: Herbert P. Henderson, II, Esquire

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

Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

(SEAL)

By: William A. Shaw 10/16/03
Deputy Prothonotary

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME AMY M. JOHNSON A/K/A AMY MARIE RUGH

NO. 03-211-CD

NOW, March 07, 2017, 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 for the date, time and place of sale at the Court House in Clearfield on March 04, 2005, I exposed the within described real estate of Johnson, Amy M. A/K/A Amy Marie Rugh to public venue or outcry at which time and place I sold the same to REIDENBACH & HENDERSON & PECHT he/she being the highest bidder, for the sum of plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	14.25
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.03
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE DEED	
ADD'L POSTING	
ADD'L MILEAGE	14.25
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	80.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$295.78

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	32,560.66
INTEREST @ %	0.00
FROM TO 03/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,114.10
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	11,078.38
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$45,773.14

COSTS:

ADVERTISING	1,615.12
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	400.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	295.78
LEGAL JOURNAL COSTS	736.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	160.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,331.90

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

WESLEY B. THURSTON, Sheriff

SALES
Receipts & Disbursements

File 14871				Current balance:	\$0.00	
Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
11/11/04	04111101	1	Balance Forward	Atty Deposit	\$2,500.00	
01/27/05		32951	The Progress	ADVERTISING		\$805.62
01/27/05		32952	Clearfield County Legal Journal	ADVERTISING		\$369.00
06/10/05		34136	The Progress	PROG ADV		\$411.84
06/10/05		34137	Clearfield County Legal Journal	LEGAL J ADV		\$180.00
01/17/07		37712	The Progress	PROG ADV		\$397.66
01/17/07		37713	Clearfield County Legal Journal	LEGAL J ADV		\$187.00
03/07/17		56863	CAROL FOX	Sheriff Fees		\$148.88
					\$2,500.00	\$2,500.00

REIDENBACH, HENDERSON & PECHT

The Cipher Building
 36 East King Street
 Lancaster, PA 17602

Kenneth G. Reidenbach, II*
 Herbert P. Henderson, II
 Wayne M. Pecht*+

* Member of California Bar
 + CPA/LLM in Taxation

Telephone 717-295-9159
 Fax 717-295-1225
 e-mail lawyer@law-for-you.com

February 5, 2004

VIA FACSIMILE:814-765-5915

Sheriff's Office
 Clearfield County
 Attn: Cindy

RE: Sheriff Sale scheduled for February 6, 2004
 Beneficial CDC vs. Amy Johnson

Dear Cindy:

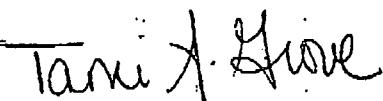
Please continue the Sheriff's Sale scheduled for February 6, 2004 in the above referenced matter to March 5, 2004 due to the inability to serve a lienholder.

Should you have any questions, feel free to contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:



Tami A. Grove
 Paralegal

TAG

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TOTAL P.02

REIDENBACH, HENDERSON & PECHT

The Cipher Building
 36 East King Street
 Lancaster, PA 17602

Kenneth G. Reidenbach, III*
 Herbert P. Henderson, III
 Wayne M. Pecht**

* Member of California Bar
 ** CPA/LLM in Taxation

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 Fax 717-295-1225
 e-mail lawyer@law-for-you.com

March 5, 2004

VIA FACSIMILE:814-765-5915

Sheriff's Office
 Clearfield County
 Attn: Real Estate Division

RE: Sheriff Sale scheduled for March 5, 2004
 Beneficial CDC vs. Amy Johnson a/k/a Amy Rugh

Dear Shannon:

Please continue the Sheriff's Sale scheduled for March 5, 2004 in the above referenced matter due to the defendant filing chapter 13 bankruptcy.

Should you have any questions, feel free to contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:

Tami A. Grove
 Tami A. Grove
 Paralegal

TAG

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TOTAL P.02

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+ CPA/LLM in Taxation

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April 16, 2004

VIA FACSIMILE:814-765-5915

Sheriff's Office
Clearfield County
Attn: Cindy

RE: Sheriff Sale scheduled for March 5, 2004
Beneficial CDC vs. Amy Johnson a/k/a Amy Rugh

Dear Cindy:

Please reschedule the sale set for March 5, 2004 as the bankruptcy case has been dismissed. Please see attached order.

Should you have any questions, feel free to contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:

Tami Grove

Tami Grove
Paralegal

TG

Suite 200
1205 Manor Drive
Mechanicsburg, PA 17055

Telephone: 717-691-9810
Fax: 717-766-3361

Form 223

UNITED STATES BANKRUPTCY COURT
Western District of Pennsylvania5
aala

In re:

Donald L. Johnson
Debtor(s)

Bankruptcy Case No.: 04-22834-JKF

Chapter: 13

Amy M. Johnson

CERTIFICATION OF CLERK AND ORDER OF DISMISSAL
FOR FAILURE TO TIMELY FILE SCHEDULES

The undersigned Deputy Clerk of the above-entitled Court certifies that:

1. The above-entitled case was filed on 3/4/04 without all documentation necessary to complete the filing;
2. The clerk issued a notice concerning deficiency to the debtors and the debtor's attorney stating the deadline for filing the required schedules, statements and/or lists and advising that failure to cure the deficiency would result in the dismissal of the case; and
3. As of this date, some or all of the required documents have not been filed with the Clerk of the Court.

Dated: 3/23/04

Theodore S. Hopkins
 Clerk, U.S. Bankruptcy Court
 5414 U.S. Steel Tower
 600 Grant Street
 Pittsburgh, PA 15219

ORDER

Based on the foregoing Certification and pursuant to Rule of Bankruptcy Procedure 1007 and Amended General Order #91-1 of the Court,

IT IS HEREBY ORDERED that the above-captioned case is administratively closed; however, the court retains jurisdiction over the Trustee's Certification of Conclusion of Chapter 13 Case Where No Funds Have Been Received Or Distributed And Case Has Been Dismissed. Following submission of the Certification, the Trustee shall be deemed discharged from her duties in this case and this case shall be deemed closed without further order of court.

Dated: 3/23/04

Judith K. Fitzgerald
 Judge

**The Law Offices of
Mazzei & Associates**

Main Office:

Professional Office Building
432 Boulevard of the Allies
Pittsburgh, PA 15219
Phone: 412.765.3606
Fax: 412.765.1917

Jason J. Mazzei, Esquire*
Kenneth P. Seitz, Esquire
Jeffrey S. Golembiowski, Esq.
Janna S. Pail, Esquire

*Licensed to practice law in New Jersey
and Pennsylvania

Satellite Offices:

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Masonic Temple Building
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Bridgewater, PA 15009

Belle Vernon, PA
212 State Street
Belle Vernon, PA 15012

Clearfield, PA
211 North Second Street
Clearfield, PA 16830

Erie, PA
Palace Business Centre
915 State Street
Erie, PA 16501

Greensburg, PA
101 North Main Street
Suite 205
Greensburg, PA 15601

Johnstown, PA
419 Main Street
Johnstown, PA 15901

New Castle, PA
Temple Building
125 East North Street
Suite 530
New Castle, PA 16101

Tarentum, PA
416 Second Avenue
Tarentum, PA 15084

Uniontown, PA
National City Building
2 West Main Street
Uniontown, PA 15401

Please send all correspondence to
Main Office

Visit us at
www.debt-be-gone.com

FACSIMILE TRANSMISSION

DELIVER TO: SHERIFF CHESTER A. HAWKINS

COMPANY: CLEARFIELD COUNTY SHERIFF'S OFFICE

FAX NO.: 814-765-6089

DATE: June 3, 2004

SENDER: MAZZEI & ASSOCIATES/AMY

NO. OF PAGES: 3 (including cover)

MESSAGE:

JOHNSON, DONALD L. & AMY M.

CHAPTER 13 BANKRUPTCY #04-27411; FILED: JUNE 3, 2004

ADDRESS: RD #3 BOX 157, DU BOIS, PA 15801

PLEASE STOP ALL SALE PROCEEDINGS SET FOR:

FRIDAY, JUNE 4, 2004

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO
GIVE ME A CALL. THANK YOU!

* * * CONFIDENTIALITY NOTICE * * *

The document(s) accompanying this facsimile transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone to arrange return of the original document(s).

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Wayne M. Pecht**

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Fax 717-295-1225
e-mail lawyer@law-for-you.com

June 4, 2004

VIA FACSIMILE:814-765-5915

Sheriff's Office
Clearfield County
Attn: Cindy

RE: Sheriff Sale scheduled for June 4, 2004
Beneficial CDC vs. Amy Johnson a/k/a Amy Rugh

Dear Cindy:

Please continue the Sheriff's Sale scheduled for June 4, 2004 in the above referenced matter due to the defendant filing chapter 13 bankruptcy.

Should you have any questions, feel free to contact me.

Very truly yours,

REIDENBACH, HENDERSON & PECHT

By:

Tami A. Grove
Tami A. Grove
Paralegal

TAG

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Mechanicsburg, PA 17055

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TOTAL P.02

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* Member of California Bar
 + CPA/LLM in Taxation

August 5, 2004

VIA FACSIMILE TRANSMISSION

814-765-5915

Sheriff of Clearfield County
 Clearfield County Courthouse
 1 North Second Street
 Clearfield, PA 16830

ATTN: CINDY

RE: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL
 MORTGAGE CO. OF PENNSYLVANIA vs. AMY M. JOHNSON a/k/a
 AMY MARIE RUGH
 No. 03-211-CD

Dear Cindy:

This will confirm our conversation of today, August 5, 2004, that the Sheriff's Sale with regard the above-referenced matter should be **continued** due to the Defendant's involvement with a bankruptcy.

Should you need anything further, please do not hesitate to contact our office.

Thanking you, in advance, for your consideration and cooperation, I remain

Very truly yours,
REIDENBACH, HENDERSON & PECHT

By: 
 Maura M. Keener
 Paralegal

MMK

Suite 200
 1205 Manor Drive
 Mechanicsburg, PA 17055

Telephone: 717-691-9810
 Fax: 717-766-3361

TOTAL P.02

REIDENBACH & HENDERSON

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* Member of California Bar

September 24, 2004

VIA FACSIMILE: 814-765-5915

Sheriff's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of
Pennsylvania vs. Amy M. Johnson a/k/a Amy Marie Rugh
Sheriff Sale Scheduled for October 1, 2004

Dear Sir or Madam:

Please continue the sale scheduled for October 1, 2004, at 10:00 a.m.. The Defendant hereto is still involved in a Bankruptcy Action. However, we expect the action to be closed on or around October 29, 2004. Kindly reschedule the Sheriff's Sale for after October 29, 2004.

Thank you for your assistance in this matter. Should you have any questions or need additional information, please contact me.

Very truly yours,
REIDENBACH & HENDERSON

By:

Maura M. Keener
Paralegal

MMK

cc: Jennifer Jefferson, Household/Beneficial

REIDENBACH & HENDERSON36 East King Street
Lancaster, PA 17602Kenneth G. Reidenbach, II*
Herbert P. Henderson, IITelephone 717-295-9159
Fax 717-295-1225
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* Member of California Bar

December 3, 2004

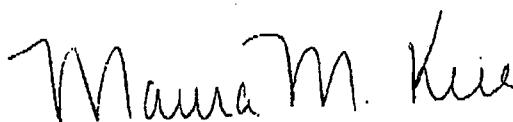
VIA FACSIMILE:814-765-5915

Sheriff's Office
Clearfield County
Attn: Real Estate DivisionRE: Sheriff Sale scheduled for December 3, 2004
Beneficial CDC vs. Amy Johnson a/k/a Amy Rugh

Dear Shannon:

Please continue the Sheriff's Sale scheduled for December 3, 2004 in the above referenced matter due to a bankruptcy action.

Should you have any questions, feel free to contact me.

Very truly yours,
REIDENBACH & HENDERSON

By:

Maura M. Keener
Paralegal

mmk

TOTAL P.01

REIDENBACH & HENDERSON

36 East King Street
Lancaster, PA 17602Kenneth G. Reidenbach, II*
Herbert P. Henderson, IITelephone 717-295-9159
Fax 717-295-1225
e-mail lawyer@law-for-you.com

* Member of California Bar

January 10, 2005

VIA FACSIMILE:814-765-5915

Sheriff's Office
Clearfield County
Attn: Real Estate DivisionRE: Sheriff Sale scheduled for December 3, 2004
Beneficial CDC vs. Amy Johnson a/k/a Amy Rugh

Dear Shannon:

Please continue the Sheriff's Sale scheduled for December 3, 2004 in the above referenced matter due to a bankruptcy action. Kindly reschedule the sale for March 4, 2005.

Should you have any questions, feel free to contact me.

Very truly yours,
REIDENBACH & HENDERSON

By:

Maura M. Keener
Paralegal

mmk

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

TERRENCE J. McCABE

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WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

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

Sheriff's Office
Clearfield County
1 North Second Street
Clearfield, PA 16830
Attn: Cindy

February 28, 2005

Re: Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania
v.
Johnson, Amy M. and Rugh, Harry L.
Premises: RD 3 Box 157, Dubois, PA 15801
Clearfield County C.C.P. #03-211-CD
Date of Sheriff's Sale: March 4, 2005

Dear Cindy:

As you know, the above-captioned property is currently listed for the **MARCH 4, 2005** Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Please be advised that my client, Beneficial, has received no monies; the Sheriff's Sale is being stayed as a result of Beneficial's deficient equity position.

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

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

Very truly yours,

Novlett A. Smith
Novlett A. Smith
Legal Assistant

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

Cindy Anderson
SIGNATURE

3-1-05
DATE