

03-585-CD
ASSOC. CONSUMER DISC. CO. VS. JOSEPH REITZ, et al.

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

ASSOCIATES CONSUMER DISCOUNT
COMPANY,
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ
RR1, Box 103B
Dubois, Pa. 15801

Defendants

NO. 03-585-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL
BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 have been served. To defend against the aforementioned claims, a written appearance stating your defenses and Objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgment for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, 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.

CLEARFIELD COUNTY

David S. Meholick, Court Administrator, Clearfield County Courthouse,
Clearfield, Pa. 16830; (814) 765-2641

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

CLEARFIELD COUNTY

David S. Meholick, Court Administrator, Clearfield County Courthouse,
Clearfield, Pa. 16830; (814) 765-2641

FILED

APR 21 2003

William A. Shaw
Prothonotary

FRANK L. MAJCZAK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. #17638

FRANK L. MAJCZAN, JR., ESQUIRE
Attorney I.D. No. 17638
3644 Route 378, Suite A
Bethlehem, PA 18015
(610) 317-0778

Attorney for Plaintiff

ASSOCIATES CONSUMER DISCOUNT
COMPANY,
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ
RR1, Box 103B
Dubois, Pa. 15801

Defendants

: **IN THE COURT OF COMMON PLEAS OF**
: **CLEARFIELD COUNTY, PENNSYLVANIA**
: **CIVIL DIVISION**
:
:
: NO.
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: **CIVIL ACTION - MORTGAGE FORECLOSURE**
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COMPLAINT

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Associates Consumer Discount Company, is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals whose last known address is RR1, Box 103B, Dubois, Pennsylvania 15801.

3. On October 13, 2000, Defendants made, executed and delivered a Disclosure Statement, Note and Security Agreement, secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-Seven Thousand Two Hundred Forty-Seven and 66/100 (\$77,247.66) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200015797. Copies of said Mortgage and Disclosure Statement, Note and Security Agreement are attached hereto, collectively marked Exhibit "A", and are intended to become a part hereof.

4. Said Mortgage has not been assigned.

5. The premises subject to said Mortgage is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO

6. Defendants are in default under the terms of said Mortgage in that they have failed to make full payments from October 4, 2002, to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendants according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on March 13, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

9. The following amounts are due on account of said Mortgage as of April 15, 2003:

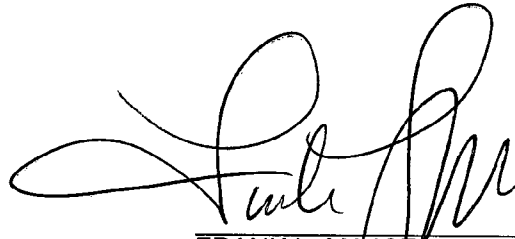
Principal of Mortgage debt due and unpaid -----	\$ 74,864.90
Interest from 10/4/02 up to and including 4/15/03-----	\$ 5,582.26
(Each day add Twenty-Six and 13/100 (\$26.13)	
Dollars after April 15, 2003)	
Other interest charges -----	\$ 133.28
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to	
Five (5%) percent of the principal) -----	\$ 3,743.25
TOTAL	<u>\$ 84,548.69</u>

The attorney 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 fees will be charged based on work actually performed.

WHEREFORE, Plaintiff demands Judgment against Defendants, pursuant to this Complaint, in the amount of Eighty-Four Thousand Five Hundred Forty-Eight and 69/100 Dollars (\$84,552.69), together with interest at the contract rate of Twenty-Six and 13/100 (\$26.13) per

diem from April 15, 2003, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: April 15, 2003



FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

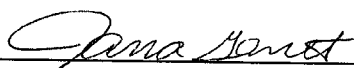
VERIFICATION

I, Jana Gantt, Foreclosure Analyst, of ASSOCIATES CONSUMER DISCOUNT COMPANY

, hereby verify that
the statements made in Plaintiff's Complaint in Mortgage Foreclosure are true and correct to the
best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.
Section 4904, relating to unsworn falsification to authorities.

DATED: 4/15/03


Jana Gantt, Foreclosure Analyst

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200015797

RECORDED ON
Oct 23, 2000
11:24:46 AM

RECORDING FEES - \$13.00
REORDER
COUNTY IMPROVEMENT \$1.00
TAX
REORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$15.50
ACCUFILE INC CUSTOMER

After recording, return
recording information to:
AccuFile, Inc.
P.O. Box 390190
Omaha NE 68139

MORTGAGE

This Mortgage, entered into this 13 day of OCTOBER, 2000, between
JOSEPH A. REITZ and SHERRI L. REITZ
of DUBOIS
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 269 NORTHLAND CENTER STATE COLLEGE, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of \$ 77,247.66, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situate in the CITY of DUBOIS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

SEE EXHIBIT "A"

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

Unless prohibited under state law, as additional security, Mortgagors hereby give to and confer upon Mortgagee the right, power, and authority, during the continuance of this Mortgage, to collect the rents, issues, and profits of said property, reserving unto Mortgagors the right prior to any default by Mortgagors in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Mortgagee, upon giving written notification to the Mortgagors or their successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

The provisions appearing on pages 2 and 3 are a part of this Mortgage.

Page 1

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

(LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS
ALL THAT CERTAIN PROPERTY SITUATED IN DU BOIS
IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA
AND BEING DESCRIBED IN A DEED DATED 07/27/96
AND RECORDED 08/02/96, AMONG THE LAND RECORDS OF THE COUNTY
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:
BOOK 1778 PAGE 48

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS,
TO WIT: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF TOWNSHIP ROAD 373 ON THE
WEST SIDE AT A 50' RIGHT-OF-WAY FOR A ROAD, BEING THE SOUTHEAST CORNER OF THE
PARCEL HEREIN DESCRIBED; THENCE ALONG TOWNSHIP ROAD 373 RIGHT-OF-WAY LINE
NORTH 49 DEGREES 50' WEST 182.0 FEET; THENCE BY LOT NO. 4 NORTH 15 DEGREES
25' EAST 511.3 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE NOW OR FORMERLY OF
CHESSIE SYSTEM SOUTH 62 DEGREES 30' EAST 370.5 FEET; THENCE ALONG THE WEST
SIDE OF 50' RIGHT-OF-WAY THE FOLLOWING: SOUTH 14 DEGREES 15' WEST 190.00
FEET; SOUTH 50 DEGREES 50' WEST 180.0 FEET AND SOUTH 44 DEGREES 24' WEST
198.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.67 ACRES AND BEING LOT
NO. 5 IN THE EMIL BLOMMEN SUBDIVISION LOCATED IN SANDY TOWNSHIP, CLEARFIELD
COUNTY, PENNSYLVANIA, AS SURVEYED BY GARY R. THURSTON UNDER PLAT DATED AUGUST
7, 1985 }

Additional provisions referred to on pages 1 and 3

THIS Mortgage is made subject to the following conditions, and mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Loan Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate Mortgagee as mortgage loss payee and shall be in a form acceptable to Mortgagee. Mortgagors hereby confer full power on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

If Mortgagors fail to perform the covenants and agreements contained in this Mortgage, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagee to Mortgagors, and may bear interest from the date of disbursement by Mortgagee at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action whatsoever.

4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Loan Agreement, costs of suit, and costs of sale together with interest after judgment at the rate charged under the terms of the Loan Agreement.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

Additional provisions referred to on pages 1 and 2

Payment of this Mortgage is subject to the terms and conditions of said Loan Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]

[Signature] (SEAL)
JOSEPH A. REITZ (SEAL)
[Signature] (SEAL)
SHERRI L. REITZ (SEAL)

COMMONWEALTH OF PENNSYLVANIA

} SS.

COUNTY OF

On this 13th day of October, 2000, before me, a Notary Public, came Joseph A Reitz and Sherri L Reitz, Mortgagor(s) above named, and acknowledged the within Mortgage to be Their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notarial Seal
Broden D. Baker, Notary Public
Ferguson Twp., Centre County
My Commission Expires Jan. 19, 2004

Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

CERTIFICATE OF RESIDENCE

I, Tobie Bickle of Associates Consumer Discount Company,

Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is

269 Northland Center

State College, Pennsylvania.

WITNESS my hand, this 13 day of October, 2000.

Agent of Mortgagee

	ORIGINAL (1)
	BORROWER COPY (1)
	RETENTION COPY (1)



Loan Agreement

LENDER:
ASSOCIATES CONSUMER DISCOUNT COMPANY

PENNSYLVANIA
TITLE V 1ST MORTGAGE
2ND MORTGAGE OVER \$50,000
VARIABLE - FIXED RATE - BALLOON

3522 269 NORTHLAND CENTER		STATE COLLEGE		PENNSYLVANIA	
BRANCH CODE STREET ADDRESS, CITY AND STATE					
ACCOUNT NUMBER	DATE	LOAN DATE	FINAL PAYMENT DATE	BROKER FEE PAID BY BORROWER (1)	
0200903	04/20	10/13/00	10/20/17	\$.00	
BORROWER		FEES		CLOSING FEE (2)	LOAN FEE (3)
REITZ, JOSEPH A		706.25		0.00	5053.58
RR 1 BOX 103B		CREDIT LIFE INS. PREM.		CREDIT ADJ. INS. PREM.	INTEREST (4)
DU BOIS		\$.00		\$.00	125584.30
PA 15801-9316		TOTAL OF PAYMENTS (5) (6)		130637.88	
CO-BORROWER (SPOUSE)		PRINCIPAL BALANCE (1)-(2)-(3)-(4)		72194.08	
REITZ, SHERRI L		77247.66		202831.96	
CO-BORROWER (NON-SPOUSE)		FIRST PAYMENT DATE		11/20/00	

"I", "me" and "my" refer to the Borrower(s) and Co-Borrower(s) named above. "You" and "your" refer to the lender named above.

REPAYMENT I promise to pay you at your office, the principal balance together with interest figured at the Agreed Rate of Interest checked below until fully paid.

I will pay principal and interest by making payments each month. I will make my payments as set forth in the Payment Schedule. Payments will be made every month beginning on the first payment date stated above until the loan is fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month.

My monthly payments will be applied to interest before principal. If I still owe amounts under this Note on the maturity date, I will pay these amounts in full on that date.

PAYMENT SCHEDULE Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)

\$ 1054.02 beginning on 11/20/00 ; followed by \$ 993.98 beginning on 12/20/00 ; followed by \$.00 beginning on 00/00/00 ; followed by \$.00 beginning on 00/00/00 ; followed by \$.00 on 00/00/00 .

AGREED RATE OF INTEREST Whichever boxes are checked, the corresponding provision applies.

FIXED RATE: ☒ The Agreed Rate of Interest on my loan is 13.99 % per annum.

DISCOUNTED FIXED RATE: ☐ The Agreed Rate of Interest on my loan is _____ % per annum. However, for the first _____ payment periods of my loan term, the Agreed Rate of Interest will be _____ %.

VARIABLE RATE ☐ THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGREED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The Index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The Agreed Rate of Interest is determined by the sum of the Index plus a margin.

CURRENT RATE: The Index as of the last business day of _____ is _____ %, my margin is _____ %, therefore my current Agreed Rate of Interest is _____ % per year.

My Agreed Rate of Interest is subject to change when the value of the Index changes as set forth below. The rate cannot increase or decrease more than 2% in any year. In no event, however, will the rate ever be less than _____ % per year nor more than _____ % per year.

MONTHLY RATE CHANGE/ANNUAL PAYMENT CHANGE ☐ The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. Lender waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. The rate will not change before the First Payment Due Date.

SEMI-ANNUAL RATE CHANGE/SEMI-ANNUAL PAYMENT CHANGE ☐ The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six month period. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments on the sixth payment due date and every sixth months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable.

DISCOUNTED RATE (APPLIES ONLY TO LOANS SUBJECT TO SEMI-ANNUAL CHANGES) ☐ However, until my sixth payment due date, my Agreed Rate of Interest is discounted and will be _____ % per year.

Beginning with the sixth payment due date, the Agreed Rate of Interest will be determined by adding the margin to the Index as of the last business day of the month preceding the previous month and my payment will change. Thereafter, the Agreed Rate of Interest and payment will increase or decrease on the twelfth payment due date and every six months thereafter as stated in the paragraph immediately above.

ORIGINAL (1)
BORROWER COPY (1)
CO-BORROWER COPY (1)

**AFTER
MATURITY
INTEREST**

I agree to pay interest after maturity at the Agreed Rate of Interest.

DEFAULT

I will be in default if I fail to pay any payment or part of a payment on time or if I fail to comply with any of the terms of the Real Estate Mortgage on the real estate given as security for this loan.

If I default, you have the right to declare the entire unpaid amount of my loan immediately due and payable without giving me notice or asking me to pay. If this loan agreement is secured by a mobile home, I will be given a notice of right to cure a default if I am entitled to this notice. If you declare the balance of my loan due and payable, you have the rights and remedies provided for in the Real Estate Mortgage that secures this loan, including the right to require me to pay any deficiency.

**ATTORNEY
FEES**

I agree to pay reasonable attorney's fees, if this loan agreement is referred for collection to an attorney who is not your salaried employee.

**BAD CHECK
CHARGE**

If any check or instrument given as payment on this indebtedness is dishonored, I agree to pay a service charge of \$20.00.

PREPAYMENT

I have the right to make prepayments of principal at any time. When I make a prepayment, I will tell you on my payment coupon. All prepayments will be applied to applicable charges with the remainder to principal. If I make a principal prepayment there will be no changes in the due dates or changes to the amount of my monthly payment unless you agree in writing to those delays or changes. If I prepay in full, no part of the prepaid finance charge will be refunded.

**DELAY IN
ENFORCEMENT**

You can delay enforcing your rights under this loan agreement without losing them. If I default in complying with any of the terms of my loan and you do not declare the loan balance immediately due and payable, this does not mean you cannot do so in the future if I default again.

**SECURITY
FOR THIS
LOAN**

I give you a Real Estate Mortgage dated the same as this loan agreement to assure payment of my loan. I agree to pay the actual costs you incur in recording a release or satisfaction of this security instrument when my loan is paid in full.

ARBITRATION

The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.


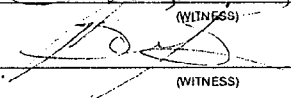
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

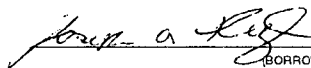
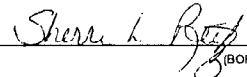
NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If this is a first mortgage loan the Alternative Mortgage Transaction Parity Act of 1982 and the Federal Depository Institutional Deregulation and Monetary Control Act of 1980 governs certain provisions of this loan. If this is a second mortgage loan over \$50,000, the Alternative Mortgage Transaction Parity Act of 1982 governs certain provisions of this loan.

I acknowledge receipt of a completely filled-in copy of this loan agreement.


(WITNESS)

(WITNESS)


(BORROWER)

(BORROWER)

DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North right of way line of Township Road 373 on the West side at a 50' right-of-way for a road, being the Southeast corner of the Parcel herein described; thence along Township Road 373 Right-of-Way line North 49 degrees 50' West 182.0 feet; thence by Lot No. 4 North 15 degrees 25' East 511.3 feet; thence along South right-of-way line now or formerly of Chessie System South 62 degrees 30' East 370.5 feet; thence along the West side of 50' right-of-way the following: South 14 degrees 15' West 190.00 feet; South 50 degrees 50' West 180.0 feet and South 44 degrees 24' West 198.5 feet to the place of beginning. Containing 3.67 acres and being Lot No. 5 in the Emil Blommen Subdivision located in Sandy Township, Clearfield County, Pennsylvania, as Surveyed by Gary R. Thurston under Plat dated August 7, 1985.

TAX /PARCEL ID NO. 128-005-34.2

EXHIBIT "B"

(610) 317-0778

FRANK L. MAJCZAN, JR.
ATTORNEY AT LAW
3644 ROUTE 378, SUITE A
BETHLEHEM, PENNSYLVANIA 18015

FAX (610) 317-0782

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.
This Notice explains how the program works.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL

Joseph A. Reitz
RR1, Box 103B
DuBois, Pa. 15801

Sherri L. Reitz
RR1, Box 103B
DuBois, Pa. 15801

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PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): JOSEPH A. REITZ AND SHERRI L. REITZ
PROPERTY ADDRESS: RR1, BOX 103B,
CLEARFIELD COUNTY, DUBOIS, PENNSYLVANIA 15801
LOAN ACCT. NO.: 20-0051-0280727
ORIGINAL LENDER: ASSOCIATES CONSUMER DISCOUNT COMPANY
CURRENT LENDER/SERVICER: ASSOCIATES CONSUMER DISCOUNT COMPANY

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

● **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

● **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

● **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE**

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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 (1) face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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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 RR1, BOX 103B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

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

REGULAR MONTHLY PAYMENTS OF \$929.57 FOR 10/02 THROUGH AND INCLUDING 3/03 (6 PAYMENTS) SUBTOTALING \$5,577.42;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00;
PRIOR INTEREST CHARGES IN THE AMOUNT OF \$133.28

TOTAL AMOUNT PAST DUE: \$5,935.70

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): N/A

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 \$ 5,935.70**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Joseph A. Reitz
RR1, Box 103B
DuBois, Pa. 15801

Sherri L. Reitz
RR1, Box 103B
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MS. JANA GANTT, FORECLOSURE ANALYST
ASSOCIATES CONSUMER DISCOUNT COMPANY
7467 NEW RIDGE ROAD, SUITE 200
HANOVER, MD 21076

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

N/A

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

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

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

OTHER LENDER REMEDIES - This 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 (1) 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

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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 six (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:

Name of Lender: Associates Consumer Discount Company

Address: 7467 New Ridge Road, Suite 200, Hanover, MD 21076

Phone Number: (800) 446-7876

Fax Number: (410) 689-1610

Contact Person: Ms. Jana Gantt

Attorney for Lender: Frank L. Majczan, Jr., Esquire

Address: 3644 Route 378, Suite A, Bethlehem, PA 18015

Phone Number: (610) 317-0778

Fax Number: (610) 317-0782

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

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

Joseph A. Reitz
RR1, Box 103B
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YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

● TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

CCCS of Western PA
219-A College Park Plaza
Johnstown, Pa. 15904
888-559-2227 Ext. 108

Joseph A. Reitz
RR1, Box 103B
DuBois, Pa. 15801

Sherri L. Reitz
RR1, Box 103B
DuBois, Pa. 15801

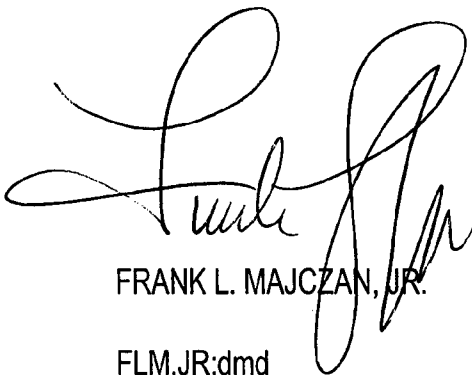
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CCCS of Western Pa., Inc.
217 E. Plank Road
Altoona, Pa. 16602
888-559-2227 Ext. 108

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, Pa. 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, Pa. 15901
(814) 535-6556

Very truly yours,

A handwritten signature in black ink, appearing to read 'Frank L. Majczan, Jr.', with a large, stylized initial 'F' and 'M'.

FRANK L. MAJCZAN, JR.

FLM,JR:dmd

CERTIFIED MAIL/RETURN RECEIPT REQUESTED
FIRST CLASS MAIL/CERTIFICATE OF MAILING

FILED

APR 21 2003
m 2:48 PM
Pl 85.00
cc to clerk
cc to clerk

William A. Shaw
Prothonotary

VS.

03-585-CD

REITZ, JOSEPH A. & SHERRI L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 28, 2003 AT 5:24 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH A. REITZ, DEFENDANT AT RESIDENCE, RR 1, BOX 103B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH A. REITZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW APRIL 28, 2003 AT 5:24 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRI L. REITZ, DEFENDANT AT RESIDENCE, RR 1, BOX 103B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH A. REITZ, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

FILED

138 6 9:52 AM

MAY 28 2003

William A. Shaw
Prothonotary

Return Costs

Cost	Description
38.05	SHERIFF HAWKINS PAID BY: ATTY CK# 3024
20.00	SURCHARGE PAID BY: ATTY Ck# 3025

Sworn to Before Me This

28 Day of May 2003

William A. Shaw

So Answers,

Chester A. Hawkins
by Maury Hawkins

Chester A. Hawkins

Sheriff

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

FILED

ASSOCIATES CONSUMER DISCOUNT
COMPANY,
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ
RR1, Box 103B
Dubois, Pa. 15801

Defendants

NO. 03-585 CD

JUN 04 2003

William A. Shaw
Prothonotary

CIVIL ACTION - MORTGAGE FORECLOSURE

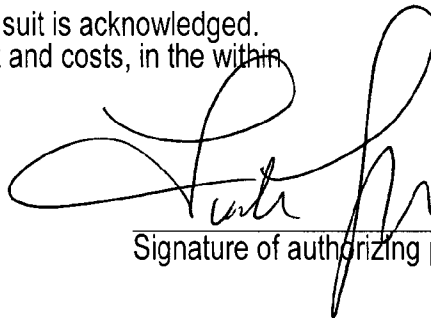
PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

TO: PROTHONOTARY/CLERK OF COURTS - CIVIL DIVISION

You are hereby authorized, empowered, and directed to enter, as indicated, the following
on the records thereof:

- ☐ The within suit is Settled, Discontinued, Ended and costs paid.
- ☐ The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
- ☒ The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.
- ☐ Satisfaction of the Award in the within suit is acknowledged.
- ☐ Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.
- ☐ Other:

DATE: June 2, 2003
WITNESS (if signer is other than
a registered attorney):



Signature of authorizing party

Attorney or Notary

FRANK L. MAJCZAN, JR., ESQUIRE
(Type or print name of above signer)
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA. C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Signature

FILED

JUN 04 2003

William A. Shaw
Prothonotary

*Copy to CA
Sent to Gentry*

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Associates Consumer Discount Company

Vs.

No. 2003-00585-CD

Joseph A. Reitz

Sherri L. Reitz

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 4, 2003, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$143.05 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of June A.D. 2003.

William A. Shaw, Prothonotary

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