

03-923-CD
ASSOCIATES CONSUMER DISCOUNT CO. VS. HOWARD R. ZEIGLER, et al.

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

FILED

JUN 23 2003

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

Plaintiff

vs.

HOWARD R. ZEIGLER and SARA E.
ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

NO. 03-923-CD

William A. Shaw
Prothonotary

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,
200 E. Market Street, Clearfield, Pa. 16830; (814) 765-2641 Ext. 5982

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 apariencia 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 IMMEDIATAMENTE. SI NO TIENNE ABOGADO SI NO
TIENE EL DINERO SUFFICIENTE 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 ASSISTENCIA LEGAL:

CLEARFIELD COUNTY

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200 E. Market Street, Clearfield, Pa. 16830; (814) 765-2641 Ext. 5982

FRANK L. MAJCZAN, 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,	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
Plaintiff	:	NO.
vs.	:	
HOWARD R. ZEIGLER and SARA E. ZEIGLER, 296 Good Street Clearfield, Pa. 16830	:	CIVIL ACTION - MORTGAGE FORECLOSURE
Defendants	:	

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, Howard R. Zeigler and Sara E. Zeigler, Mortgagors and Owners of property located at Park Avenue, Borough of Grampian, County of Clearfield, Pennsylvania, are adult individuals whose last known address is 296 Good Street, Clearfield, Pennsylvania 16830.

3. On June 16, 2000, Defendants made, executed and delivered a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-One Thousand Five Hundred Twenty and 16/100 (\$71,520.16) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200008583. A copy of said Mortgage is attached hereto, collectively marked Exhibit "A", and is 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 November 10, 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 May 16, 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 June 20, 2003:

Principal of Mortgage debt due and unpaid -----	\$77,246.41
Interest from 10/10/03 up to and including 6/20/03---	\$ 6,337.65
(Each day add Twenty-Five and 05/100 (\$25.05)	
Dollars after June 20, 2003)	
Late Fees-----	\$ 629.04
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to	
Five (5%) percent of the principal) -----	\$ 3,862.32
TOTAL	\$88,300.42

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-Eight Thousand Three Hundred and 42/100 Dollars (\$88,300.42), together with interest at the contract rate of Twenty-Five and 05/100 (\$25.05) per diem from June 20, 2003, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: JUNE 20, 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: 6/20/03



Jana Gantt, Foreclosure Analyst

MORTGAGE

This Mortgage, entered into this 15 day of JUNE, 2000, between HOWARD R ZEIGLER and SARA B ZEIGLER,
of EDGEGE OF GRAMPIAN (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 3014 PLEASANT VALLEY BLVD, SUITE C, ALTOONA, 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 \$ 71,520.36, 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 BOROUGH of GRAMPIAN, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

Detail description of mortgaged premises from Mortgagee Dam 6

ALL THAT CERTAIN PROPERTY SITUATED IN GRAMPIAN IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA AND BEING DESCRIBED IN A DEED DATED 08-12-96 AND RECORDED 09-09-96, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

BOOK 1786 PAGE 334

8 PARK AVENUE, BOROUGH OF GRAMPIAN COUNTY OF CLEARFIELD, PENNSYLVANIA.

REGISTRATION NUMBER	INSTRUMENT NUMBER	MORTGAGE NUMBER	RECEIVED	RECORDED	DATE	CITY APPROVED	RECEIVING FEES	TAX	STATE MORTGAGE TAX	MORTGAGE TAX	RECEIVED	RECORDED	DATE	CITY APPROVED	RECEIVING FEES	TAX	STATE MORTGAGE TAX	MORTGAGE TAX	
455-0000000000000000	15-0000000000000000	12-0000000000000000	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00	01-00

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, walkways, rights, liberties, privileges, horridments 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.

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.

The provisions appearing on page 2 (the reverse side of this Mortgage) are a part of this Mortgage.

ORIGINAL (1)
SERIALIZED COPY (1)
NOTARIZED COPY (1)

Additional provisions referred to on page 1 (the other side of this Mortgage)

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, Mortgagor 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 protect Mortgagor's interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagor agree otherwise, all such amounts shall be payable immediately by Mortgagor upon notice from Mortgagor to Mortgagor, and may bear interest from the date of disbursement by Mortgagor 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 Mortgagor 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 will, 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 Mortgagor.
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, Mortgagor may forthwith bring an Action of Mortgage Foreclosure herein, 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.

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

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:

Nancy E. Zeigler

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BLAIR

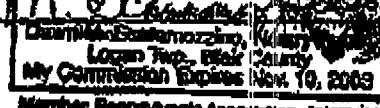
On this 16th day of JUNE, 2000, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the Mortgagor(s) above named, did then and there, in the presence of me, sign and deliver the within Mortgage to be THEIR act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Edward R. Zeigler (SEAL)
Edward R. Zeigler (SEAL)
Sara E. Zeigler (SEAL)
Sara E. Zeigler (SEAL)

} ss.

CERTIFICATE OF RESIDENCE



I, KIMBERLY A LYNN of Associates Consumer Discount Company, Mortgagor named

In the foregoing Mortgage, hereby certify that the address of said Mortgagor is _____

3014 PLEASANT VALLEY BLVD, SUITE C, ALTOONA

_____ Pennsylvania.

WITNESS my hand, this 16 day of JUNE, 2000.

Kimberly A. Lynn

DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Grampian, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Park Avenue, which is ten (10) feet Westerly of the line formerly of John J. Quigley; thence North one hundred eighty (180) feet to an alley; thence East along said alley seventy (70) feet to a proposed street; thence South along said proposed street one hundred eighty (180) feet to Park Avenue; thence West seventy (70) feet to the place of beginning. The same being one town lot and the Easterly ten (10) feet of that lot acquired by the Grantors by Deed of County National Bank of November 19, 1968 and recorded in Deed Book 543, at Page 143, Clearfield County Records.

TAX /PARCEL ID NO. 9-F11-345-42

EXHIBIT "B"

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

(610) 317-0778

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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL

Howard R. Zeigler
296 Good Street
Clearfield, Pa. 16830

Sara E. Zeigler
296 Good Street
Clearfield, Pa. 16830

Howard R. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

Sara E. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

May 16, 2003
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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): HOWARD R. ZEIGLER AND SARA E. ZEIGLER
PROPERTY ADDRESS: PARK AVENUE AND 8TH STREET, PO BOX 89
BOROUGH OF GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA 16838
LOAN ACCT. NO.: 20-0051-0291864
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.**

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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 (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,

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at PARK AVENUE AND 8TH STREET, BOROUGH OF GRAMPIAN, PENNSYLVANIA 16838 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 \$786.26 FOR 11/02 THROUGH AND INCLUDING 5/03 (7 PAYMENTS) SUBTOTALING \$5,503.82;

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Other charges (explain/itemize): TITLE/APPRaisal FEES IN THE AMOUNT OF \$225.00;
LATE CHARGES IN THE AMOUNT OF \$471.78

TOTAL AMOUNT PAST DUE: \$6,200.60

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 \$ 6,200.60**, 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:

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.

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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 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.

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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.

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.

Howard R. Zeigler
296 Good Street
Clearfield, Pa. 16830

Sara E. Zeigler
296 Good Street
Clearfield, Pa. 16830

Howard R. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

Sara E. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

May 16, 2003
Page 8

● 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

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

Howard R. Zeigler
296 Good Street
Clearfield, Pa. 16830

Sara E. Zeigler
296 Good Street
Clearfield, Pa. 16830

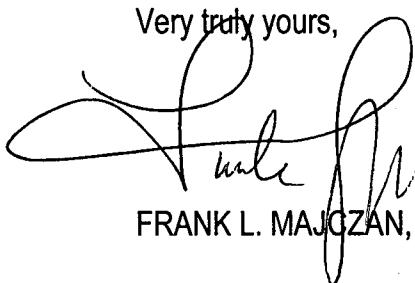
Howard R. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

Sara E. Zeigler
Park Avenue and 8th Street
PO Box 89
Grampian, Pa. 16838

May 16, 2003
Page 9

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." The signature is fluid and cursive, with "Frank L." on the left and "Majczan, Jr." on the right.

FRANK L. MAJ CZAN, JR.

FLM,JR:dmd

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket # 14214

VS.

03-923-CD

ZEIGLER, HOWARD R. & SARA E.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 26, 2003 AT 10:44 AM SERVED THE WITHIN COMPLAINT ON SARA E. ZEIGLER, DEFENDANT AT RESIDENCE, 296 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SARA ZEIGLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW JUNE 26, 2003 AT 10:44 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HOWARD R. ZEIGLER, DEFENDANT AT RESIDENCE, 296 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SARA ZEIGLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
26.00	SHERIFF HAWKINS PAID BY: ATTY Ck# 3195
20.00	SURCHARGE PAID BY: ATTY CK# 3196

Sworn to Before Me This

30th Day Of July 2003


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

el3:00:61
JUL 30 2003 

William A. Shaw
Prothonotary/Clerk of Courts

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,	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
Plaintiff	:	NO. 03-923-CD
vs.	:	
HOWARD R. ZEIGLER and SARA E. ZEIGLER, 296 Good Street Clearfield, Pa. 16830	:	CIVIL ACTION - MORTGAGE FORECLOSURE
Defendants	:	

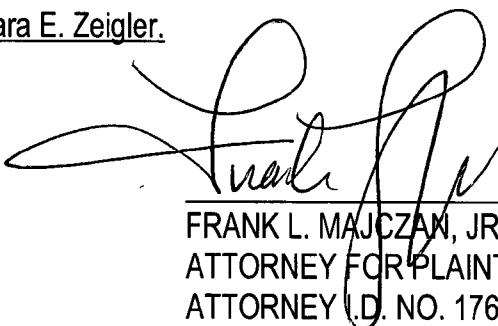
PRAECIPE FOR RE-INSTATEMENT

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Re-instate the above Complaint in Civil Action - Mortgage Foreclosure against

Defendants, Howard R. Zeigler and Sara E. Zeigler.

DATED: August 11, 2003



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

FILED

AUG 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

ZEIGLER, HOWARD R. & SARA E.

Sheriff Docket #

14214

03-923-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 29, 2003 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SARA E. ZEIGLER, DEFENDANT AT RESIDENCE, 296 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SARA E. ZEIGLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW AUGUST 29, 2003 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HOWARD R. ZEIGLER, DEFENDANT AT RESIDENCE, 296 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SARA ZEIGLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
19.00	SHERIFF HAWKINS PAID BY: ATTY CK# 3363
20.00	SURCHARGE PAID BY: ATTY CK# 3364

Sworn to Before Me This

18 Day of Sept 2003
William A. Shaw

So Answers,

Chester Hawkins
by Marilyn Hahn
Chester A. Hawkins
Sheriff

FILED
O 3:14 PM 6
SEP 18 2003
WAS

William A. Shaw
Prothonotary

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

NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

CIVIL ACTION -MORTGAGE FORECLOSURE

NOTICE OF FILING JUDGMENT

(x) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$90,930.67 on October 2003.

(x) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.

Prothonotary/Clerk, Civil Division

by: _____

If you have any questions regarding this Notice, please contact the filing party:

FILED

OCT 06 2003

William A. Shaw
Prothonotary

NAME: FRANK L. MAJczan, JR., ESQUIRE

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

TELEPHONE NO. (610) 317-0778

(This notice is given in accordance with Pa.R.C.P. 236.)

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

NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

CIVIL ACTION -MORTGAGE FORECLOSURE

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against: Defendants for want of an appearance and/or responsive pleading

Assess damages as follows:

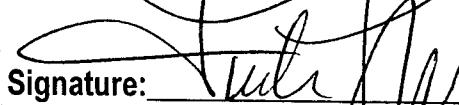
Debt -----	\$ 84,438.10
Interest from 6/20/03 to 10/3/03--	\$ 2,630.25
Attorney's Commission -----	\$ 3,862.32
TOTAL -----	\$ 90,930.67

I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

Pursuant to Pa.R.C.P. 237 (notice of praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this Praecipe and a copy of the notice is attached.

DATE: October 3, 2003

Signature: 

Print Name: FRANK L. MAJ CZAN, JR., ESQUIRE

Attorney for: PLAINTIFF

Address: 3644 ROUTE 378, SUITE A
BETHLEHEM, PA 18015

Telephone: (610) 317-0778

Supreme Court ID No.: 17638

NOW, October 3, 2003, JUDGMENT IS ENTERED AS ABOVE.

Prothonotary/Clerk, Civil Division

by:

Deputy

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 : NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER, : CIVIL ACTION -
296 Good Street : MORTGAGE FORECLOSURE
Clearfield, Pa. 16830

Defendants

TO: HOWARD R. ZEIGLER SARA E. ZEIGLER
296 GOOD STREET 296 GOOD STREET
CLEARFIELD, PA. 16830 CLEARFIELD, PA. 16830

DATE OF NOTICE: SEPTEMBER 22, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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]. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830
TELEPHONE: (814) 765-2641

FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638
3644 ROUTE 378, SUITE A
BETHLEHEM, PA 18015
(610) 317-0778
(610) 317-0782 (FAX)

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 : NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830 : CIVIL ACTION -
MORTGAGE FORECLOSURE

Defendants :

AFFIDAVIT OF NON-MILITARY SERVICE

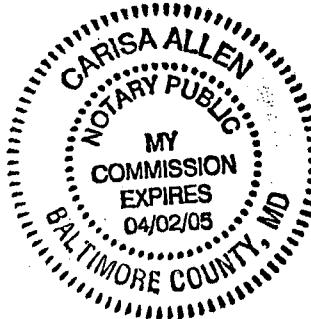
STATE OF Maryland)
COUNTY OF Baltimore) SS.:
)

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendants, Howard Zeigler and Sara E. Zeigler, are adult individuals; that their last known address is 296 Good Street, Clearfield, Pennsylvania 16830; that their employment is in private industry; and that they are not in the Military or Naval Service of the United States of America or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, and/or its amendments.

SWORN TO AND SUBSCRIBED
before me this 25th day
of September, 2003.

Jana Gantt
JANA GANTT, FORECLOSURE ANALYST
ASSOCIATES CONSUMER DISCOUNT COMPANY

Carisa Allen
NOTARY PUBLIC



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

Associates Consumer Discount Company
Plaintiff(s)

No.: 2003-00923-CD

Real Debt: \$90,930.67

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Howard R. Zeigler
Sara E. Zeigler
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 6, 2003

Expires: October 6, 2008

Certified from the record this 6th day of October, 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

FILED

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

OCT 23 2003

William A. Shaw
Prothonotary/Clerk of Courts

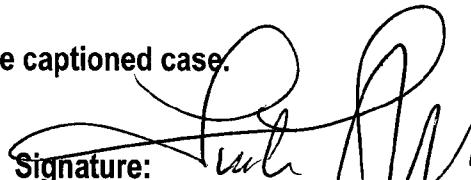
ASSOCIATES CONSUMER DISCOUNT COMPANY, : File No. 03-923-CD
7467 New Ridge Road, Suite 200 : (To be completed by Attorney)
Hanover, MD 21076 : Amount \$90,930.67
Plaintiff, : Interest from 10/3/03 at a per diem
vs. : rate of \$25.05
HOWARD R. ZEIGLER and SARA E. ZEIGLER : Costs Prothonotary 132.00
296 Good Street : (To be completed by Proth/Clerk)
Clearfield, Pa. 16830 : Pltf. Paid _____
Defendants : Deft. Paid _____
 : Due Proth/Clerk _____
 : Other Costs _____

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue writ of execution in the above captioned case.

DATE: October 21, 2003

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 3644 Route 378, Suite A
Bethlehem, PA 18015
Attorney for: Plaintiff
Telephone: (610) 317-0778
Supreme Court ID No.: 17638

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Clearfield } ss:

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: October 23, 2003


Prothonotary/Clerk, Civil Division

by: _____
Deputy

**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

NO. 03-923-CD

VS.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

**CIVIL ACTION -
MORTGAGE FORECLOSURE**

AFFIDAVIT PURSUANT TO RULE 3129.1

Associates Consumer Discount Company, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed, the following information concerning the real property located in the Borough of Grampian, Clearfield County, Pennsylvania, and known as Park Avenue & Eighth Street, Grampian, Pennsylvania 16838.

1. The name(s) and last known address(es) of the owner(s) is Sara E. Zeigler, 296 Good Street, Clearfield, Pennsylvania 16830.

2. The name(s) and last known address(es) of the Defendant(s) in Judgment are Howard R. Zeigler and Sara E. Zeigler, 296 Good Street, Clearfield, Pennsylvania 16830.

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

(i) Associates Consumer Discount Company
7467 New Ridge Road, Suite 200
Hanover, MD 21076
No. 03-923-CD
Entered on October 6, 2003
Amount of Judgment - \$90,830.67

(ii) Kratzer Run Sewer Authority
1265 Stonach Road, PO Box 53
Grampian, Pa. 16838
No. 03-621
Entered on April 25, 2003
Amount of Lien- \$495.50

4. The names and addresses of the last recorded holders of every Mortgage of record are:

(i) Associates Consumer Discount Company
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Recorded on June 19, 2000
Instrument #200008583
Mortgage Amount - \$71,510.16

(ii) Citifinancial, Inc.
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Recorded on February 13, 2001
Instrument #200102161
Mortgage Amount - \$10,446.51

5. The names and addresses of every other person who has any record lien on the property affected by the sale:

None

6. The names and addresses of every other person who has any record interest in the property which may be affected by the sale:

None

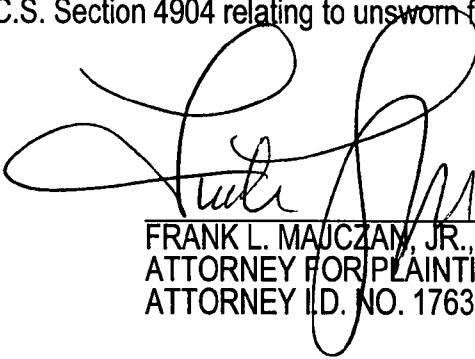
7. The names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

- (i) Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (ii) Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (iii) Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (iv) Occupant(s)
Park Avenue & Eighth Street
PO Box 89
Grampian, Pa. 16838

The addresses listed above are the last known reasonably ascertainable addresses after a reasonable search conducted by the Plaintiff.

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

DATED: OCTOBER 21, 2003


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

**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 : NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

: CIVIL ACTION -
: MORTGAGE FORECLOSURE

Defendants :

**NOTICE PURSUANT TO R.C.P. 3129.1 OF
THE SUPREME COURT OF PENNSYLVANIA**

TO THE FOLLOWING DEFENDANTS AND OWNERS:

HOWARD R. ZEIGLER AND SARA E. ZEIGLER

THIS NOTICE IS GIVEN TO YOU AS OWNERS AND DEFENDANTS IN AN EXECUTION PROCEEDING BROUGHT BEFORE THE SHERIFF IN CLEARFIELD COUNTY, PENNSYLVANIA, BY ASSOCIATES CONSUMER DISCOUNT COMPANY, PLAINTIFF, RELATIVE TO THE FOLLOWING JUDGMENT AND EXECUTION NO. 03-923-CD.

THE PROPERTY TOGETHER WITH ITS LOCATION AND IMPROVEMENTS ARE DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS NOTICE; SAID PREMISES WILL BE OFFERED BY THE SHERIFF FOR SALE ACCORDING TO THE INFORMATION SET FORTH IN THIS NOTICE.

THE SHERIFF'S SALE OF PROPERTY WILL BE HELD

ON: _____, 200____

AT: 10:00 A.M.

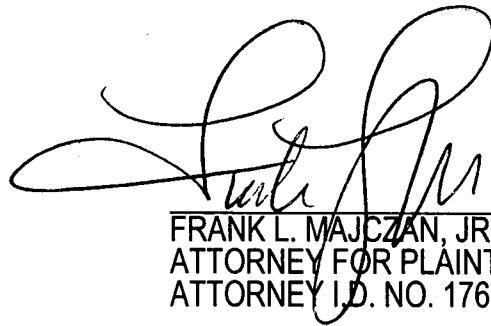
IN: OFFICE OF THE SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE

UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM
THE DATE OF FILING.

DATED: OCTOBER 21, 2003



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

**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 : NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830 : CIVIL ACTION -
: MORTGAGE FORECLOSURE

Defendants

**NOTICE PURSUANT TO R.C.P. 3129.1 OF
THE SUPREME COURT OF PENNSYLVANIA**

TO THE FOLLOWING DEFENDANTS AND OWNERS:

HOWARD R. ZEIGLER AND SARA E. ZEIGLER

THIS NOTICE IS GIVEN TO YOU AS OWNERS AND DEFENDANTS IN AN EXECUTION PROCEEDING BROUGHT BEFORE THE SHERIFF IN CLEARFIELD COUNTY, PENNSYLVANIA, BY ASSOCIATES CONSUMER DISCOUNT COMPANY, PLAINTIFF, RELATIVE TO THE FOLLOWING JUDGMENT AND EXECUTION NO. 03-923-CD.

THE PROPERTY TOGETHER WITH ITS LOCATION AND IMPROVEMENTS ARE DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS NOTICE; SAID PREMISES WILL BE OFFERED BY THE SHERIFF FOR SALE ACCORDING TO THE INFORMATION SET FORTH IN THIS NOTICE.

THE SHERIFF'S SALE OF PROPERTY WILL BE HELD

ON: _____, _____, 200_____

AT: 10:00 A.M.

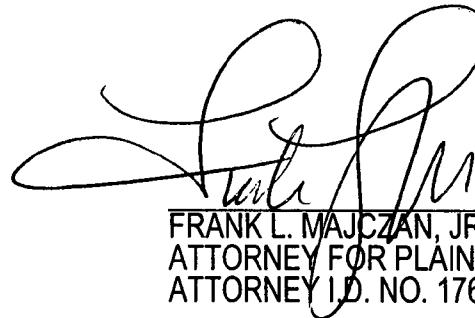
AT: 10:00 A.M.
IN: OFFICE OF THE SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE

UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM
THE DATE OF FILING.

DATED: OCTOBER 21, 2003



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

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

NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

CIVIL ACTION -
MORTGAGE FORECLOSURE

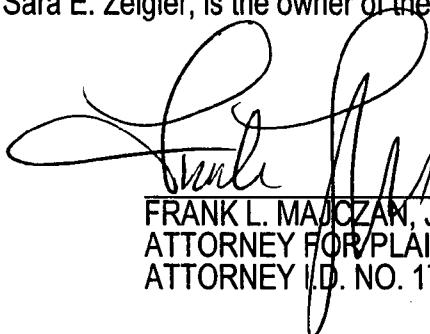
AFFIDAVIT OF ADDRESS/OWNERSHIP

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF NORTHAMPTON

I, FRANK L. MAJCZAN, JR., ESQUIRE, being duly sworn according to law, hereby depose and say I am the counsel for Associates Consumer Discount Company, and to the best of my knowledge, information and belief, the last known address of Howard R. Zeigler and Sara E. Zeigler, Defendants in the within action, is 296 Good Street, Clearfield, Pennsylvania 16830; and that the above-named Defendant, Sara E. Zeigler, is the owner of the property involved in this action.



SWORN TO AND SUBSCRIBED
before me this 21st day
of October, 2003.

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

Carrie A. Hill

NOTARY PUBLIC

NOTARIAL SEAL
CARRIE A. HILL, Notary Public
City of Bethlehem, Northampton County
My Commission Expires April 23, 2006

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

NO. 03-923-CD

vs.

HOWARD R. ZEIGLER and SARA E. ZEIGLER,
296 Good Street
Clearfield, Pa. 16830

Defendants

CIVIL ACTION -
MORTGAGE FORECLOSURE

CERTIFICATE OF MAILING NOTICE

The undersigned certifies that Notice of the Sheriff's Sale of real property scheduled for Friday, January 9, 2003 at 10:00 A.M. in the above-captioned matter was sent to the following by mailing such Notice on November 25, 2003, by First Class Mail/Certificate of Mailing, true and correct copies of which are attached hereto:

Kratzer Run Sewer Authority
1265 Stonach Road, PO Box 53
Grampian, Pa. 16838

Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

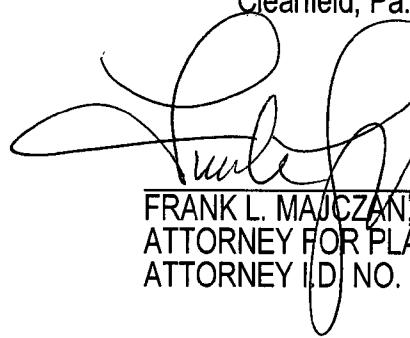
Citifinancial, Inc.
7467 New Ridge Road, Suite 200
Hanover, MD 21076

Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

Occupant(s)
Park Avenue & Eighth Streets
Grampian, Pa. 16838

Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, Pa. 16830

DATED: NOVEMBER 26, 2003


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

FILED

DEC 01 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

(610) 317-0778

FAX (610) 317-0782

November 25, 2003

Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, Pa. 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

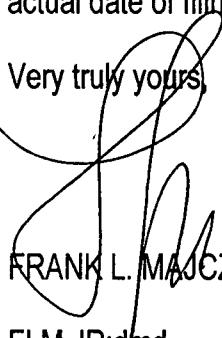
Please be advised that the property and improvements, if any, located in the **Borough of Grampian, Clearfield County, Pennsylvania, and known as Park Avenue & Eighth Streets, Grampian, Pennsylvania 16830**, as described on the sheet attached hereto, will be sold by the Sheriff of **CLEARFIELD County on Friday, January 9, 2004 at 10:00 A.M. in the Office of the Sheriff, Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, Pennsylvania**, pursuant to a judgment entered in the amount of \$90,930.67 in the Court of Common Pleas of Clearfield County as No. 03-923-CD in favor of Plaintiff, Associates Consumer Discount Company and against Howard R. Zeigler and Sara E. Zeigler, Defendants and Real Owners, in the aforesaid judgment.

A search of the records, inspection of the property or other information received indicates that you may have a lien or mortgage on the above premises securing an obligation owed to you or may have a right to possession of the premises which will be terminated by this Sheriff's Sale. When the Sheriff's Sale takes place your lien, if any, may be removed from the above premises whether or not the sale price is sufficient to pay your obligation or any part of it and your right to occupy the premises, if any, may be terminated.

You may have a lien against this property for delinquent real estate taxes.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,


FRANK L. MAJCZAN, JR.

FLM, JR: dmd
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

(610) 317-0778

FAX (610) 317-0782

November 25, 2003

Occupant(s)
Park Avenue and Eighth Streets
Grampian, Pa. 16838

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

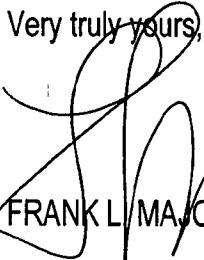
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You may have an interest in this property.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,


FRANK L. MAJCZAN, JR.

FLM,JR:dmd

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

(610) 317-0778

FAX (610) 317-0782

November 25, 2003

Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

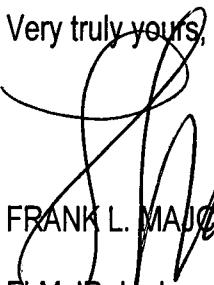
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A search of the records, inspection of the property or other information received indicates that you may have a lien or mortgage on the above premises securing an obligation owed to you or may have a right to possession of the premises which will be terminated by this Sheriff's Sale. When the Sheriff's Sale takes place your lien, if any, may be removed from the above premises whether or not the sale price is sufficient to pay your obligation or any part of it and your right to occupy the premises, if any, may be terminated.

You may have an interest in this property by virtue of any child support arrearages against the above individuals.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,


FRANK L. MAJCZAN, JR.

FLM, JR:dmd
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FRANK L. MAJCZAN, JR.

ATTORNEY AT LAW

3644 ROUTE 378, SUITE A

BETHLEHEM, PENNSYLVANIA 18015

(610) 317-0778

FAX (610) 317-0782

November 25, 2003

Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

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You may have an interest in this property by virtue of any spousal and/or child support arrearages against the above individuals.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,

FRANK L. MAJCZAN, JR.

FLM, JR: dmd

Enclosure

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(610) 317-0778

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November 25, 2003

Kratzer Run Sewer Authority
1265 Stonach Road, PO Box 53
Grampian, Pa. 16838

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

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The record indicates that you have a lien against this property as follows:

Judgment in the amount of \$495.50 entered on April 25, 2003, in the Office of the Prothonotary of Clearfield County, Pennsylvania to No. 03-621

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,

FRANK L. MAJCZAN, JR.

FLM, JR:dmnd

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

(610) 317-0778

FAX (610) 317-0782

November 25, 2003

Citifinancial, Inc.
7467 New Ridge Road, Suite 200
Hanover, MD 21076

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

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The record indicates that you have a mortgage against this property as follows:

Mortgage in the amount of \$10,446.51 recorded on February 13, 2001 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania to Instrument #200102161.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling (814) 765-2641 to determine the actual date of filing of said schedule.

Very truly yours,

FRANK L. MAJCZAN, JR.

FLM:JR:dma
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Grampian, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Park Avenue, which is ten (10) feet Westerly of the line formerly of John J. Quigley; thence North one hundred eighty (180) feet to an alley; thence East along said alley seventy (70) feet to a proposed street; thence South along said proposed street one hundred eighty (180) feet to Park Avenue; thence West seventy (70) feet to the place of beginning. The same being one town lot and the Easterly ten (10) feet of that lot acquired by the Grantors by Deed of County National Bank of November 19, 1968 and recorded in Deed Book 543, at Page 143, Clearfield County Records.

BEING KNOWN AND DESIGNATED as Parcel ID No.: 9-F11-345-42 in the Deed Registry Office of Clearfield County, Pennsylvania.

BEING THE SAME PREMISES which Howard R. Zeigler and Sara E. Zeigler by their Indenture dated July 10, 2002, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument #200210903, granted and conveyed unto Sara E. Zeigler.

UNDER AND SUBJECT to reservations, restrictions, covenants, conditions, easements and rights of way as set forth in prior instruments of record.

Property Being Known As: Park Avenue & Eighth Street, Grampian, Pennsylvania 16838.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of HOWARD R. ZEIGLER AND SARA E. ZEIGLER.

CERTIFICATE OF MAILING

Check **one** of mail:

Express Return Receipt (RR) for Merchandise

Registered Certified

Insured Int'l Rec. Del.

COD Del. Confirmation (DC)

If Registered Mail, affix stamp here if issued
check below:

Insured

Not Insured

Name and
Address
of Sender

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	CF/STARKE	Lindsay S. Starke, 5711 Hoffman Avenue Philadelphia, Pa. 19143	.60	.30											
2		Linda A. Starke, 5711 Hoffman Avenue Philadelphia, Pa. 19143	.60	.30											
3	CF/ZEIGLER	Kratzer Run Sewer Authority, 1265 Stomach Road, PO Box 53 Grampian, Pa. 16838	.37	.30											
4		Citifinancial, Inc., 7467 New Ridge Road, Suite 200 Hanover, MD 21076	.37	.30											
5		Occupant(s), Park Avenue & Eighth Streets, Grampian, Pa. 16838	.37	.30											
6		Domestic Relations Office, Clearfield County Courthouse, 230 East Market St., 3rd Floor Clearfield, Pa. 16830	.37	.30											
7		Child Support Enforcement Agency, Clearfield County Courthouse, 230 East Market St., 3rd Floor Clearfield, Pa. 16830	.37	.30											
8		Tax Claim Bureau, Clearfield County Courthouse, 230 East Market St., 3rd Floor Clearfield, Pa. 16830	.37	.30											
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)												
			<i>J. Hetzko</i>												

Complete by Typewriter, Ink, or Ball Point Pen

If Registered Mail, affix stamp here if issued
as certificate of mailing,
or for additional copies of
this bill. Postmark and
Date of Receipt

NOV 25 2003

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail is \$50,000 per piece, subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual 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

Sheriff Docket # 14830

ASSOCIATES CONSUMER DISCOUNT COMPANY

03-923-CD

VS.

ZEIGLER, HOWARD R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 24, 2003 @ 12:06 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS, PARK AVENUE AND EIGHTTH ST. GRAMPIAN, PA. THE PROPERTY WAS ALSO PSTED THAT DATE AND TIME.

A SALE DATE OF JANUARY 9, 2004 WAS SET.

FILED
03-52618
APR 28 2004
JAS

William A. Shaw
Prothonotary/Clerk of Courts

NOW, DECEMBER 12, 2003 SERVED SARA E. ZEIGLER, DEFENDANT, AT HER RESIDENCE 296 GOOD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HOWARD ZEIGLER, HUSBAND/DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, DECEMBER 12, 2003, SERVED HOWARD R. ZEIGLER, DEFENDANT, AT HIS RESIDENCE 296 GOOD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HOWARD R. ZEIGLER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JANURAY 19, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JANUARY 19, 2004 BILLED ATTROENY FOR ADDITONAL COSTS DUE.

NOW, MARCH 1, 2004, RECEIVED A CHECK FROM ATTORNEY FOR ADDITONAL COSTS DUE.

NOW, APRIL 28, 2004 PAID COSTS FROM THE ADVANCE AND ADDITONAL CHECK FROM ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14830

ASSOCIATES CONSUMER DISCOUNT COMPANY

03-923-CD

VS.

ZEIGLER, HOWARD R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APIRL 28, 2004 RETURN THE WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 28, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$216.08

SURCHARGE \$40.00

PAID BY ATTRONEY

Sworn to Before Me This

28th Day Of April 2004

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By Cynthia Butterfield-Hawkins

Chester A. Hawkins

Sheriff

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

OCT 23 2003
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

Attest.

Will L. H.
Prothonotary/
Clerk of Courts

ASSOCIATES CONSUMER DISCOUNT COMPANY, : File No. 03-923-CD
7467 New Ridge Road, Suite 200 : (To be completed by Attorney)
Hanover, MD 21076 : Amount \$90,930.67
Plaintiff, : Interest from 10/3/03 at a per diem
vs. : rate of \$25.05
HOWARD R. ZEIGLER and SARA E. ZEIGLER : Costs Prothonotary 132.00
296 Good Street : (To be completed by Proth/Clerk)
Clearfield, Pa. 16830 : Pltf. Paid _____
Defendants : Deft. Paid _____
 : Due Proth/Clerk _____
 : Other Costs _____

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue writ of execution in the above captioned case.

DATE: October 21, 2003

Will L. H.
Signature: _____
Print Name: Frank L. Majczan, Jr., Esquire
Address: 3644 Route 378, Suite A
Bethlehem, PA 18015
Attorney for: Plaintiff
Telephone: (610) 317-0778
Supreme Court ID No.: 17638

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield) ss:
)

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: October 23, 2003

Received October 23, 2003 @ 3:30 P.M.
Chester A. Mauchens
by Cynthia Butler-Aughenbaugh

Will L. H.
Prothonotary/Clerk, Civil Division

by: _____
Deputy

BEGINNING at a point on Park Avenue, which is ten (10) feet Westerly of the line formerly of John J. Quigley; thence North one hundred eighty (180) feet to an alley; thence East along said alley seventy (70) feet to a proposed street; thence South along said proposed street one hundred eighty (180) feet to Park Avenue; thence West seventy (70) feet to the place of beginning. The same being one town lot and the Easterly ten (10) feet of that lot acquired by the Grantors by Deed of County National Bank of November 19, 1968 and recorded in Deed Book 543, at Page 143, Clearfield County Records.

BEING KNOWN AND DESIGNATED as Parcel ID No.: 9-F11-345-42 in the Deed Registry Office of Clearfield County, Pennsylvania.

BEING THE SAME PREMISES which Howard R. Zeigler and Sara E. Zeigler by their Indenture dated July 10, 2002, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument #200210903, granted and conveyed unto Sara E. Zeigler.

UNDER AND SUBJECT to reservations, restrictions, covenants, conditions, easements and rights of way as set forth in prior instruments of record.

Property Being Known As: Park Avenue & Eighth Street, Grampian, Pennsylvania 16838.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of SARA E. ZEIGLER.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ZEIGLER NO. 03-923-CD

NOW, January 9, 2004 , 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 the 9TH day of JANUARY 2004, I exposed the within described real estate of HOWARD R. ZEIGLER AND SARA E. ZEIGLER to public venue or outcry at which time and place I sold the same to ASSOCIATES CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	8.64
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	216.08
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	90,930.67
INTEREST FROM 10/3/03	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	90,930.67
COSTS:	
ADVERTISING	352.80
TAXES - collector NONE	
TAXES - tax claim	3,087.93
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	216.08
LEGAL JOURNAL AD	189.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	4,151.31

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