

04-69-CD
ASSOCIATES CONSUMER DISCOUNT COMPANY vs. RICHARD P. CABLE, et al.

Assoc. Consumer Disc. Vs. R. Cable, et. al.
2004-69-CD

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. 04-69-CJ

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

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 are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

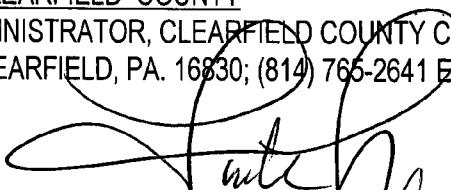
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE,
200 E. MARKET STREET, CLEARFIELD, PA. 16830; (814) 765-2641 EXT. 5982

FILED

JAN 15 2004


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

William A. Shaw
Prothonotary

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.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

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, Richard P. Cable and Laverne D. Cable, Mortgagors and Owners of property located in Sandy Township, Clearfield County, Pennsylvania, are adult individuals whose last known address is 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. On April 31, 1997, Defendants made, executed and delivered a Note secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Sixty-Six Thousand Sixty-Seven and 94/100 (\$66,067.94) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book Vol. 1835, Page 445. A copy of said Mortgage is attached hereto, 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 May 5, 2003, 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 November 26, 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.

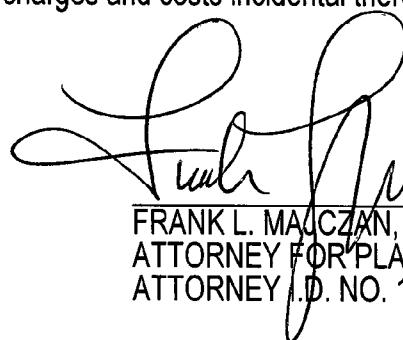
9. The following amounts are due on account of said Mortgage as of January 8, 2004:

Principal of Mortgage debt due and unpaid -----	\$ 64,929.14
Interest from 05/05/03 up to and including 1/8/04--	\$ 3,543.92
(Each day add Fourteen and 29/100 (\$14.29)	
Dollars after January 8, 2004)	
Add on Fees-----	\$ 1,188.78
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Fifteen (15%) percent of the principal) -----	\$ 9,739.37
TOTAL	<u>\$79,626.21</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 Seventy-Nine Thousand Six Hundred Twenty-Six and 21/100 Dollars (\$79,626.21), together with interest at the contract rate of Fourteen and 29/100 (\$14.29) per diem from January 8, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: JANUARY 8, 2004



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

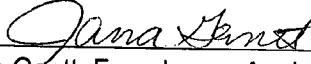
VERIFICATION

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

, hereby verify that the
statements made in
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: 1/8/04



Jana Gantt, Foreclosure Analyst

1738019
DOCS
12/11

vol 1875 pg 445

MORTGAGE

This Mortgage, entered into the 31 day of APRIL, 97, between
RICHARD P. CAILE and LATONYA D. CAILE
of SANDY

REPRESENTS

Commonwealth of Pennsylvania, herein called "Mortgagor", and ASSOCIATES, CONSUMER DISCOUNT COMPANY, Pennsylvania corporation having an office and place of business in SANDY PLAZA 1045, RD 1, BOX 1404, DUBOIS, PA 15801 Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagor of a Loan Agreement dated the same as this Mortgage in the sum of \$ 60007.94, together with interest at the rate stated in the Loan Agreement, Mortgagor do by these presents set, grant and convey to Mortgagee, ALL the following described real estate situated in the MONROE TWP of SANDY,
County of CLERKSBURG, Commonwealth of Pennsylvania, described as follows:

Grant description of property is omitted from Mortgagee copy

Legal Descriptions: All that certain property situated in the TOWNSHIP of SANDY, in the
COUNTY OF CLERKSBURG, and Commonwealth of PENNSYLVANIA, being described as follows: PARCEL
128-03-15-267-33 and being more fully described in a Deed dated 9/23/82, and recorded
8/10/82, among the Land records of PENNSYLVANIA and PAGE set forth above, in Deed Book 143,
page 341.

TOGETHER with all the buildings and improvements thereon and fixtures and appurtenances thereto, including all alleys, passageways, rights, easements, privileges, easements and appurtenances whatsoever, charitable bequests, or appurtenant, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagor, to and for the use and benefit of Mortgagor, its successors and assigns, forever.

Unless provided under state law, as aforesaid security, Mortgagor 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 Mortgagee the right prior to any default by Mortgagor, 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 Mortgagor or their successors, etc., may enter 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, but for collection of 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 mortgagor agrees:

1. Mortgagor 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. Mortgagor 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. Mortgagor will keep the improvements now existing or hereafter 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 Mortgagee may require, and in an insurance company or insurance corporation acceptable to Mortgagee. All insurance policies and renewals shall designate Mortgagee as mortgagee loss payee and shall be in a form acceptable to Mortgagee. Mortgagee hereby confer his power on Mortgagee to file and compromise of loss claims on all such policies to defend, recover, 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 exceed or postpone the due date of monthly installments due under the Loan Agreement.

The provisions appearing on page 3 (the reverse side of this Mortgage) are a part of this Mortgage.

21182 PGY-04

RECEIVED	10
RECORDED	04/11/97
SERIALIZED	10

EXHIBIT "A"

VOL 1835 PAR 446

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

2. Mortgagors will perform the covenants and agreements contained in this Mortgage, including, without limitation, to pay taxes, procure insurance, and protect against prior liens. Mortgagor may at his option, but shall not be required to, discharge such costs and taxes such insurance necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagors interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors contained by this Mortgage. Unless Mortgagor 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 Actual 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 acts, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.

5. In the event the Mortgagors fail, agree to fail, 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 covenants 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 any balance due on said Loan Agreement and any other sum that may be due thereunder, including attorney fees of 15% of the amount 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, even this Mortgage and the cause hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. This covenant herein contained shall bind, and the benefits and advantages shall accrue to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whichever listed, 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, or even death 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

[Signature]
ROBERT E. FISCHER
COMMOMWEALTH OF PENNNTSILVANIA

[Signature]

RICHARD P. CABLE

[Signature]

LAVERNE D. CABLE

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COUNTY OF CLEARFIELD

SS.

On the 21 day of APRIL 1997, before me, a Notary Public, came RICHARD P. CABLE AND LAVERNE D. CABLE, Mortgagor(s) above named, and acknowledged

the above Mortgage to do SAID SECURE and, and said devisee same to be recorded as such.

WITNESS my hand and seal the day and year above.

[Signature]
Jeanne M. Story, Notary Public
State of Penn., Licensed No. 1799
My Commission Expires April 1, 1999
RETERENCE

JEANNE M. STORY, of Associated Consumer Discount Company, Mortgage Lender

In the foregoing Mortgage, hereby certify that the address of said Mortgagor is SANDY PLAZA #106, RD 3 BOX 146X

DURDUS

Penns/Verla

WITNESS my hand, this 21 day of APRIL 1997.

Yours

[Signature]

vol 1835 pg 447

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



Karen L. Stark
Karen L. Stark
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED ON RECORD
TIME 11:16 AM 4-22-97
BY CDR
FEE 13.50
Karen L. Stark, Recorder

Entered of Record 4-22-97: 110 Karen L. Stark, Recorder

DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

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

EXHIBIT "C"

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 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): RICHARD P. CABLE AND LAVERNE D. CABLE
PROPERTY ADDRESS: 451 TREASURE LAKE, TOWNSHIP OF SANDY,
CLEARFIELD COUNTY, DUBOIS, PENNSYLVANIA 15801
LOAN ACCT. NO.: 20-0051-0201315
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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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, 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

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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 451 TREASURE LAKE, TOWNSHIP OF SANDY, CLEARFIELD COUNTY, DUBOIS, 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:

PARTIAL PAYMENT IN THE AMOUNT OF \$250.00 AND REGULAR MONTHLY PAYMENTS OF \$500.00 FOR 5/5/03 THROUGH AND INCLUDING 11/5/03 (7 PAYMENTS) \$1BTOTALING \$3,500.00;

Other charges (explain/itemize): TITLE/APPRaisal FEES IN THE AMOUNT OF \$225.00; ADD-ON FEES IN THE AMOUNT OF \$1,188.78

TOTAL AMOUNT PAST DUE: \$5,163.78

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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 \$ 5,163.78**, 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.

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.

Richard P. Cable
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DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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.

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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.
- 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.

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● 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

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

Very truly yours,

FRANK L. MAJCZAN, JR.
FLM, JR:dmd

[Handwritten signature of Frank L. Majczan, Jr.]
CERTIFIED MAIL/RETURN RECEIPT REQUESTED
FIRST CLASS MAIL/CERTIFICATE OF MAILING

FILED

1.22
JAN 15 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

CABLE, RICHARD P. & LAVERNE D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15072

04-69-CD

SHERIFF RETURNS

NOW FEBRUARY 20, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO RICHARD P. CABLE and LAVERNE D. CABLE, DEFENDANTS. RESIDENCE OF 451 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PA. IS "EMPTY".

Return Costs

Cost	Description
33.25	SHERIFF HAWKINS PAID BY: ATTY CK# 3843
20.00	SURCHARGE PAID BY: ATTY Ck# 3844

Sworn to Before Me This

10 Day Of Feb 2004
Chester A. Hawkins

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

FEB 20 2004
W/1:00
William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANTS

YOU ARE HEREBY NOTIFIED TO FILE A
WRITTEN RESPONSE TO THE ENCLOSED
WITHIN TWENTY (20) DAYS FROM
THE DATE OF THIS NOTICE. JUDGMENT MAY
BE ENTERED AGAINST YOU.

FRANK L. MAJCIAN, JR., ESQUIRE

ATTORNEY AT LAW
3644 ROUTE 378
SUITE A
WHITEHORN, PENNSYLVANIA 18015
610-317-0778
FAX 610-317-0782

I DO HEREBY CERTIFY THAT THE
WITHIN IS A TRUE AND CORRECT COPY
OF THE ORIGINAL //FILED IN THIS

FOR PLANTIFF

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. 04-69-CJ

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

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 are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

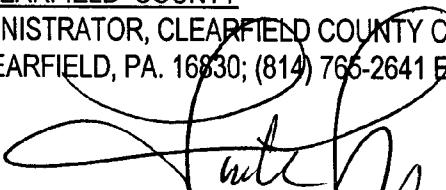
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE,
200 E. MARKET STREET, CLEARFIELD, PA. 16830; (814) 766-2641 EXT. 5982

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

JAN 15 2004


FRANK L. MAJ CZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY ID #17638

Attest.


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.

vs. :

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

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, Richard P. Cable and Laverne D. Cable, Mortgagors and Owners of property located in Sandy Township, Clearfield County, Pennsylvania, are adult individuals whose last known address is 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. On April 31, 1997, Defendants made, executed and delivered a Note secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Sixty-Six Thousand Sixty-Seven and 94/100 (\$66,067.94) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book Vol. 1835, Page 445. A copy of said Mortgage is attached hereto, 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 May 5, 2003, 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 November 26, 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.

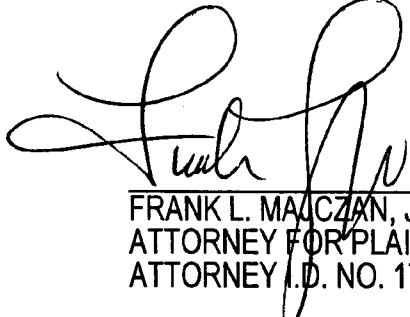
9. The following amounts are due on account of said Mortgage as of January 8, 2004:

Principal of Mortgage debt due and unpaid -----	\$ 64,929.14
Interest from 05/05/03 up to and including 1/8/04--	\$ 3,543.92
(Each day add Fourteen and 29/100 (\$14.29)	
Dollars after January 8, 2004)	
Add on Fees-----	\$ 1,188.78
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Fifteen	
(15%) percent of the principal) -----	\$ 9,739.37
TOTAL	<u>\$79,626.21</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 Seventy-Nine Thousand Six Hundred Twenty-Six and 21/100 Dollars (\$79,626.21), together with interest at the contract rate of Fourteen and 29/100 (\$14.29) per diem from January 8, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: JANUARY 8, 2004


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

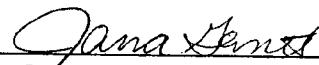
VERIFICATION

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

, hereby verify that the
statements made in 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: 1/8/04



Jana Gantt, Foreclosure Analyst

1738019
DOCS
12/21

VOL 1875 PAGE 445 MORTGAGE

This Mortgage entered into the 31 day of APRIL 97 between

RICHARD P. CARL and LAYETTE U. CARL

of SANDY

RENTAL UNIT

Commonwealth of Pennsylvania, herein called "Mortgagor", and ASSOCIATED COMMERCIAL RECOGNITION COMPANY, a Pennsylvania corporation having an office and place of business in SANDY PLAZA 100, BOX 1300, BROWNSVILLE, PA 15010

WITH EFFECT, that to secure payment by Mortgagor of a Loan Agreement dated the same as this Mortgage in the sum of \$ 60007.94, together with interest at the rate stated in the Loan Agreement, Mortgagor do by these presents sell, grant and convey to Mortgagor, All the following described real estate situated in the TOWNSHIP of SANDY, County of ALLEGHENY, Commonwealth of Pennsylvania, described as follows:

(Detailed description of property follows from Mortgage Document)

Legal Description: All that certain property situated in the TOWNSHIP OF SANDY, in the County of ALLEGHENY, and Commonwealth of PENNSYLVANIA, being described as follows: EAST 118-00-25-267-33 and being more fully described in a Deed dated 9/02/82, and recorded 9/10/82, among the land records of ALLEGHENY and state set forth above, in Deed Book 843, page 341.

TOGETHER with all the buildings and improvements thereon and appurtenances thereto, including all Alleys, passageways, rights, easements, privileges, encroachments and appurtenances whatsoever belonging, or appearing, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagor, to and for the use and behoof of Mortgagor, its successors and assigns, forever.

Unless prohibited under state law, as additional security, Mortgagor hereby give to and confer upon Mortgagor the right, power, and authority, during the continuance of this Mortgage, to collect the rents, issues, and profits of said property, reserving unto Mortgagor the right prior to any default by Mortgagor, in payment of any indebtedness incurred hereby or performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Mortgagor, upon giving written notification to the Mortgagor or their successors, etc., may enter 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 incurred, enter upon and take possession of said property or any part thereof, in his own name, but for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, least reasonable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or reduce of default hereunder or invalidate any act done pursuant to such notice.

This Mortgage is made subject to the following conditions, and Mortgagor agrees:

1. Mortgagor 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. Mortgagor 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 Mortgagor upon request.
3. Mortgagor will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other risks and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Mortgagor may require, in such amounts and for such periods Mortgagor may require, and in all insurance company or insurance companies acceptable to Mortgagor. All insurance policies and renewals shall designate Mortgagor as mortgagee, payee and shall be in a form inservable to Mortgagor. Mortgagor hereby conveys to power to Mortgagor to settle and compromise all loss claims on all such policies, to demand, receive, and receipt for all proceeds bearing Mortgagor's endorsement; and, at Mortgagor'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 exceed 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.

11100 P.M. 445

ORIGINAL
RECORDED COPY
RECORDED COPY TO

EXHIBIT "A"

VOL 1835 NO 446

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, Mortgage may at its option, but shall not be required to, discharge such taxes and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagors' interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors demanded by this Mortgage. Unless Mortgagors and Mortgagors' agent otherwise, all such amounts shall be separately itemized by Mortgagor upon notice from Mortgagor to Mortgagors, 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 Mortgagors to incur any expense or take any action whatsoever.

4. Mortgagors will neither commit nor suffer any串, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors fail, agree to fail, convey, assign or alienate the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagors.
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 covenants or conditions of this Mortgage or said Loan Agreement, Mortgagor may forthwith bring an Action of Mortgage Foreclosure herein, or initiate 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 sum 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 assume 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 covenants hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. This agreement herein contains what shall, and the benefits and advantages shall accrue 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 at even date between Mortgagors and Mortgagors.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with the (3) affixed, on the date first above written.

Signed, Sealed and Delivered in the presence of:

Richard P. Cable
ROBERT B. FISHER
COMMONWEALTH OF PENNSYLVANIA

Richard P. Cable

RICHARD P. CABLE

LaVerne D. Cable

LAVERNE D. CABLE

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SS.

COUNTY OF CLEARFIELD

On the 21 day of APRIL 1997 before me, a Notary Public, came

RICHARD P. CABLE AND LAVERNE D. CABLE, Mortgagors above named, and acknowledged

to me they do so say, set and seal, and caused them to be affixed to such.

WITNESS my hand and seal the day and year above.

James M. Story
NOTARY PUBLIC
State of Pennsylvania
My Commission Expires 6/1999
REID RESIDENCE
REID RESIDENCE
REID RESIDENCE
REID RESIDENCE

James M. Story, of Associated Consumer Discount Company, Mortgagee named

In the foregoing Mortgage, hereby certify that the address of said Mortgagee is SANDY PLAZA #104, RD 3 BOX 146N

DOBES

Pennsylvania

WITNESS my hand this 21 day of APRIL 1997

James M. Story

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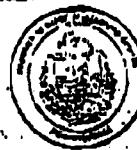
WITNESS my hand this 21 day of APRIL 1997

James M. Story

WITNESS my hand this 21 day of APRIL 1997

vol 1835 nr 447

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



Karen L. Stark
Karen L. Stark
Recorder of Deeds

CLEARFIELD COUNTY
RECORD OF RECORD
NAME 1136 Am 4-23-97
BY Recorder S.C.
FEE 13.75
Karen L. Stark, Recorder

Recorded at Record 4-22-1997 by 1101 Karen L. Stark, Recorder

DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

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

EXHIBIT "C"

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 2

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): RICHARD P. CABLE AND LAVERNE D. CABLE
PROPERTY ADDRESS: 451 TREASURE LAKE, TOWNSHIP OF SANDY,
CLEARFIELD COUNTY, DUBOIS, PENNSYLVANIA 15801
LOAN ACCT. NO.: 20-0051-0201315
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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 3

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, 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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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 451 TREASURE LAKE, TOWNSHIP OF SANDY, CLEARFIELD COUNTY, DUBOIS, 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:

PARTIAL PAYMENT IN THE AMOUNT OF \$250.00 AND REGULAR MONTHLY PAYMENTS OF \$500.00 FOR 5/5/03 THROUGH AND INCLUDING 11/5/03 (7 PAYMENTS)
S1BTOTALING \$3,500.00;

Other charges (explain/itemize): TITLE/APPRaisal FEES IN THE AMOUNT OF \$225.00;
ADD-ON FEES IN THE AMOUNT OF \$1,188.78

TOTAL AMOUNT PAST DUE: \$5,163.78

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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 \$ 5,163.78**, 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.

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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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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.

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
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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.

● 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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

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● 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

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

Very truly yours,

FRANK L. MAJCZAN, 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
CIVIL DIVISION

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

Plaintiff

NO. 04-69-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

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 are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

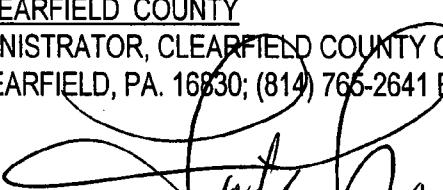
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE
YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY

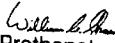
DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE,
200 E. MARKET STREET, CLEARFIELD, PA. 16830; (814) 765-2641 EXT. 5982

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

JAN 15 2004


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

Attest.


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.

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

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, Richard P. Cable and Laverne D. Cable, Mortgagors and Owners of property located in Sandy Township, Clearfield County, Pennsylvania, are adult individuals whose last known address is 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. On April 31, 1997, Defendants made, executed and delivered a Note secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Sixty-Six Thousand Sixty-Seven and 94/100 (\$66,067.94) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book Vol. 1835, Page 445. A copy of said Mortgage is attached hereto, 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 May 5, 2003, 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 November 26, 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 January 8, 2004:

Principal of Mortgage debt due and unpaid -----	\$ 64,929.14
Interest from 05/05/03 up to and including 1/8/04--	\$ 3,543.92
(Each day add Fourteen and 29/100 (\$14.29)	
Dollars after January 8, 2004)	
Add on Fees-----	\$ 1,188.78
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Fifteen	
(15%) percent of the principal) -----	\$ 9,739.37
TOTAL	<u>\$79,626.21</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 Seventy-Nine Thousand Six Hundred Twenty-Six and 21/100 Dollars (\$79,626.21), together with interest at the contract rate of Fourteen and 29/100 (\$14.29) per diem from January 8, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: JANUARY 8, 2004


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

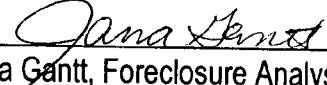
VERIFICATION

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

, hereby verify that the
statements made in 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: 1/8/04



Jana Gantt, Foreclosure Analyst

1738019
DOCS
(2)

VOL 1875 PG 445

MORTGAGE

This Mortgage, entered into the 31 day of APRIL 97 between
RICHARD P. CARLE and LAUREN D'CARLE

of SAVOY

RECEIVED

Commonwealth of Pennsylvania, herein called "Mortgagor", and ASSOCIATED COMMERCIAL DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business in SANUS PLAZA, 1401 BOK TOWER, BUNNELL, FL 32110, herein called "Mortgagee."

WITH SECURITY, that to secure payment by Mortgagor of a Loan Agreement dated the same as this Mortgage in the sum of \$ 60000.00, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents set, grant and convey to Mortgagee, ALL the following described real estate situated in the JOHNSBURG of SADDY, county of CYTALEFIELD, Commonwealth of Pennsylvania, described as follows:

One hundred and twenty seven thousand three hundred and four dollars.

Legal Description: All that certain property situated in the TOWNSHIP of SADDY, in the County of CYTALEFIELD, and Commonwealth of PENNSYLVANIA, being described as follows: EASTERLY 158-12-15-267-33 and being more fully described in a deed dated 9/22/93, and recorded 1/10/94, among the land records of Pennsylvania and state set forth above, in Deed Book 843, page 343.

TOGETHER with all the buildings and improvements, fixtures and fixtures and alterations thereto, including of alleys, passageways, rights, fixtures, privileges, understandings and appurtenances whatsoever, herunto 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, Mortgagor 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 Mortgagee the right prior to any default by Mortgagor 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 Mortgagor or their successors, etc., may stand 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, but for or otherwise collect such rents, issues and profits, including those prior due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof specifically, shall not cure or waive any default or reduce the default hereunder or invalidate any act done pursuant to such notice.

THIS Mortgage is made subject to the following conditions, and mortgagee rights:

1. Mortgagor 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. Mortgagor 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. Mortgagor 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 Mortgagee may require, and all such insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate Mortgagee as mortgagee loss payee and shall be in a form acceptable to Mortgagee. Mortgagee hereby confer full power on Mortgagee to settle and compromise all loss claims on or such policies to stand, remain, and except for all proceeds bearing 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 exceed or postpone the due date of monthly installments due under the Loan Agreement.

The provisions appearing on page 3 (the reverse side of this Mortgage) are a part of this Mortgage.

STATE OF PENNSYLVANIA

CHIEF CLERK
RECEIVER OF DEPT
RECEIVED

EXHIBIT "A"

vol 1835 no 447

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



Karen L. Stark
Karen L. Stark
Recorder of Deeds

CLEARFIELD COUNTY
RECORDERS OFFICE
Date 4/26/98 4-26-98
By cc C.C.
FED 4-26-98
Karen L. Stark, Recorder

Entered of Record 4-26-98 1998 Karen L. Stark, Recorder

DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

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

EXHIBIT "C"

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
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 HIPOTECAS.

HOMEOWNER'S NAME(S): RICHARD P. CABLE AND LAVERNE D. CABLE
PROPERTY ADDRESS: 451 TREASURE LAKE, TOWNSHIP OF SANDY,
CLEARFIELD COUNTY, DUBOIS, PENNSYLVANIA 15801
LOAN ACCT. NO.: 20-0051-0201315
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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
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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.

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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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
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November 26, 2003
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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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(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

PARTIAL PAYMENT IN THE AMOUNT OF \$250.00 AND REGULAR MONTHLY PAYMENTS OF \$500.00 FOR 5/5/03 THROUGH AND INCLUDING 11/5/03 (7 PAYMENTS) \$1BTOTALING \$3,500.00;

Other charges (explain/itemize): TITLE/APPRaisal FEES IN THE AMOUNT OF \$225.00; ADD-ON FEES IN THE AMOUNT OF \$1,188.78
TOTAL AMOUNT PAST DUE: \$5,163.78

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 5

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 \$ 5,163.78**, 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.**

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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 6

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.

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

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 7

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.

● 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.

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

November 26, 2003
Page 8

● 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

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

Very truly yours,

FRANK L. MAJCZAN, JR.
FLM, JR:dmd

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

OA

**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

FILED

APR 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff : NO. 04-69-CD

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendants :

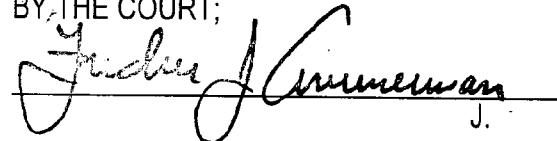
ORDER DIRECTING METHOD OF SERVICE

AND NOW, this 20th day of April, 2004, upon consideration of the within Motion for Alternate Service pursuant to Special Order of Court, in accordance with Pa. R.C.P. No. 430 and Local Rules of Court, it is hereby ordered and directed that the Sheriff of Clearfield County, Pennsylvania, make service of the Complaint in Civil Action - Mortgage Foreclosure upon Defendants by posting a copy of the original Complaint on the most public part of the subject premises situate in the Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801, and Plaintiff is ordered to make service of the Complaint in Civil Action - Mortgage Foreclosure upon Defendants by mailing a copy of said Complaint by Certified Mail/Return Receipt Requested and First Class Mail/Certificate of Mailing (service to be completed upon mailing) to Defendants at their last known address and property address of 451 Treasure Lake, DuBois, Pennsylvania 15801.

AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendants pursuant to Rule 3129.2(c)(1)(C) shall be effected by mailing copies of the required notices to the Defendants at their last known addresses by Certified

Mail/Return Receipt Requested and First Class Mail/Certificate of Mailing (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the subject premises situate in the Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801, and by publication by the Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d), and the above mentioned shall constitute good and sufficient service pursuant to Pa.R.C.P. No. 430 and Local Rules of Court.

BY THE COURT;



J. C. Zimmerman

Frank L. Majczan, Jr., Esquire
3644 Route 378, Suite A
Bethlehem, PA 18015

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

FILED

1cc

04/20/2004
APR 20 2004

Atty Majezan

WAS

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

FRANK L. MAJczan, JR., ESQUIRE
Attorney I.D. No. 17638
Majczan-Schaedler-Kelleher
901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
(610) 882-2111

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. 04-69-CD

vs.

RICHARD P. CABLE and LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

: CIVIL ACTION - MORTGAGE FORECLOSURE

Defendants

**MOTION FOR ALTERNATE SERVICE
UPON DEFENDANTS**

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by and through its counsel, FRANK L. MAJczan, JR., ESQUIRE, hereby respectfully submits:

1. A Complaint in Civil Action - Mortgage Foreclosure as captioned above was filed in the Office of the Prothonotary of Clearfield County on January 15, 2004, against Defendants' property situate in the Sandy Township, Clearfield County and known as 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

2. The Sheriff of Clearfield County attempted to serve the Complaint upon Defendants by personal service at 451 Treasure Lake, Dubois, Pennsylvania, but was unable to do so. A copy of the Sheriff's Return of Service with the notation "Not Found" is attached hereto, marked Exhibit "A", and is intended to become a part hereof.

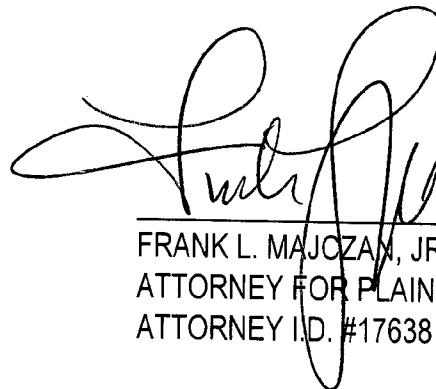
3. Plaintiff has conducted an investigation in order to determine the whereabouts of Defendants as set forth in the attached Affidavit.

4. Notwithstanding the investigation as set forth in the within Affidavit, Plaintiff has been unable to find any additional information as to the whereabouts and location of Defendants.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to direct the Sheriff of Clearfield County, Pennsylvania, to make service of the Complaint in Civil Action - Mortgage Foreclosure upon Defendants by posting a copy of the original Complaint on the most public part of the subject premises situate in the Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801, and to direct Plaintiff to make service of the Complaint in Civil Action - Mortgage Foreclosure upon Defendants by mailing a copy of said Complaint by Certified Mail/Return Receipt Requested and First Class Mail/Certificate of Mailing (service to be completed upon mailing) to Defendants at their last known address of 451 Treasure Lake, DuBois, Pennsylvania 15801;

AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, Plaintiff respectfully requests Your Honorable Court to direct the Sheriff of Clearfield County, Pennsylvania, to make service upon the Defendants by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the subject premises situate in the Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801, and by publication by the Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d), and to direct the Plaintiff to make service upon the Defendants pursuant to Rule 3129.2(c)(1)(C), by mailing copies of the required notices to the Defendants at their last known address by Certified Mail/Return Receipt Requested and First Class Mail/Certificate of Mailing (service to be completed upon mailing), and the above mentioned shall constitute good and sufficient service pursuant to Pa.R.C.P. No. 430 and Local Rules of Court.

Respectfully submitted,



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

DATED: APRIL 16, 2004

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

CABLE, RICHARD P. & LAVERNE D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15072

04-69-CD

COPY

SHERIFF RETURNS

NOW FEBRUARY 20, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO RICHARD P.
CABLE and LAVERNE D. CABLE, DEFENDANTS. RESIDENCE OF 451 TREASURE LAKE,
DUBOIS, CLEARFIELD COUNTY, PA. IS "EMPTY".

Return Costs

Cost	Description
33.25	SHERIFF HAWKINS PAID BY: ATTY CK# 3843
20.00	SURCHARGE PAID BY: ATTY Ck# 3844

Sworn to Before Me This

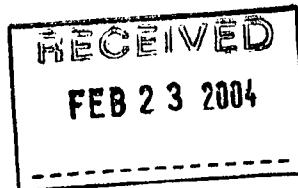
So Answers,

____ Day Of _____ 2004



Chester A. Hawkins
Sheriff

EXHIBIT "A"



FRANK L. MAJCZAN, JR., ESQUIRE
Attorney I.D. No. 17638
Majczan-Schaedler-Kelleher
901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
(610) 882-2111

Attorney for Plaintiff

ASSOCIATES CONSUMER DISCOUNT : IN THE COURT OF COMMON PLEAS OF
COMPANY, : CLEARFIELD COUNTY, PENNSYLVANIA
7467 New Ridge Road, Suite 200 : CIVIL DIVISION
Hanover, MD 21076

Plaintiff : NO. 04-69-CD

vs.

RICHARD P. CABLE and : CIVIL ACTION - MORTGAGE FORECLOSURE
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF

FRANK L. MAJCZAN, JR., ESQUIRE, being duly sworn according to law, deposes and says that he is counsel for Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY in the above-captioned Civil Action in Mortgage Foreclosure; that he has personal knowledge concerning the facts set forth in the attached Motion for Alternate Service pursuant to Pa. R.C.P. No. 430 and Local Rules of Court; that he has authority from Plaintiff to make this Affidavit; and that the facts set forth in the Affidavit are true and correct to the best of his knowledge, information and belief, to wit:

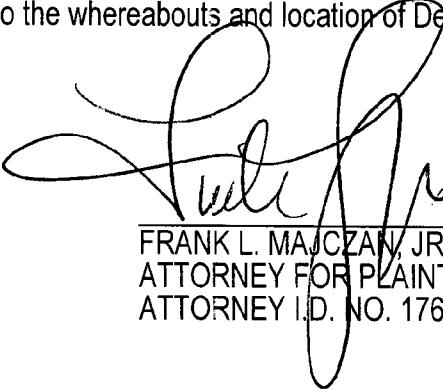
That he has attempted to locate the whereabouts of Defendants in the above case by conducting a reasonable search, which search included the following:

1. That on February 25, 2004 he sent a Request for Change of Address or Boxholder Information Needed for Service of Legal Process to the U.S. Postmaster in DuBois, Pennsylvania, regarding the address of Defendants. A copy of the Requests for Change of Address or Boxholder Information Needed for Service of Legal Process returned by the U.S. Postmaster with the notation of "No change of address order on file" for Richard P. Cable and with the notation of "Deceased" for Laverne D. Cable are attached hereto, marked collectively as Exhibit "A", and are intended to become a part hereof
2. That he has attempted to obtain a death certificate for Laverne D. Cable through Ancestry.com but has been unable to confirm that Laverne D. Cable is in fact deceased. A copy of the Ancestry.com report is attached hereto, marked Exhibit "B", and intended to become a part hereof..
3. That he has obtained a Credit Bureau report on Defendants showing their address of 451 Treasure Lake, DuBois, Pennsylvania 15801. A copy of said credit reports are attached hereto, marked Exhibit "C", and intended to become a part hereof.
4. That he has contacted Pennsylvania Division of Motor Vehicles with respect to the location of Defendants but was unable to obtain any driver information without a Court Order due to the provisions of the Federal Driver's Privacy Protection Act.

5. That he has contacted Directory Assistance in Pennsylvania for any new listing for Defendants and was unable to locate a new listing. A copy of the Switchboard.Com report is attached hereto, marked Exhibit "D", and is intended to become a part hereof.

6. That he has attempted to locate persons of a similar name to Defendants.

FRANK L. MAJCZAN, JR., ESQUIRE, further deposes and says that after attempting to locate Defendants by conducting a reasonable search as indicated above, he has been unable to find any additional information as to the whereabouts and location of Defendants



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

SWORN TO AND SUBSCRIBED
before me this 16th day
of April, 2004.



NOTARY PUBLIC

NOTARIAL SEAL
JEAN B. KELLER, Notary Public
City of Bethlehem, Lehigh County, PA
My Commission Expires July 10, 2005

FRANK L. MAJCZAN, JR.

ATTORNEY AT LAW

3644 ROUTE 378, SUITE A

BETHLEHEM, PENNSYLVANIA 18015

(610) 317-0778

FAX (610) 317-0782

Postmaster
DUBOIS, PA. 15801
City, State, ZIP Code

Date February 25, 2004

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: RICHARD P. CABLE

Address: 451 TREASURE LAKE, DUBOIS, PA. 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box are required for boxholder information.

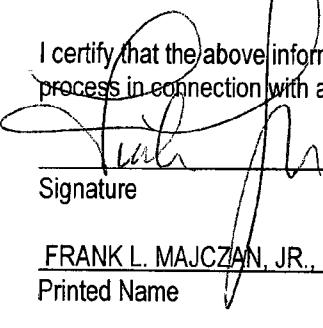
The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): N/A
3. The names of all known parties to the litigation: ASSOCIATES CONSUMER DISCOUNT COMPANY vs. RICHARD P. CABLE AND LAVERNE D. CABLE
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA - CIVIL DIVISION
5. The docket or other identifying number if one has been issued: 04-69-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Signature

3644 Route 378, Suite A

Address

FRANK L. MAJCZAN, JR., ESQUIRE

Bethlehem, PA 18015

Printed Name

City, State, ZIP Code

FOR POST OFFICE USE ONLY

No change of address order on file.
 Not known at address given.
 Moved, left no forwarding address.
 No such address.

NEW ADDRESS or BOXHOLDER'S
NAME and STREET ADDRESS

POSTMARK

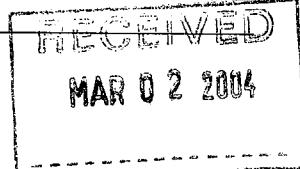
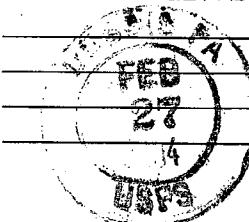


EXHIBIT "A"

FRANK L. MAJCZAN, JR.

ATTORNEY AT LAW

3644 ROUTE 378, SUITE A

BETHLEHEM, PENNSYLVANIA 18015

(610) 317-0778

FAX (610) 317-0782

Postmaster
DUBOIS, PA. 15801
City, State, ZIP Code

Date February 25, 2004

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: LAVERNE D. CABLE

Address: 451 TREASURE LAKE, DUBOIS, PA. 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): N/A
3. The names of all known parties to the litigation: ASSOCIATES CONSUMER DISCOUNT COMPANY vs. RICHARD P. CABLE AND LAVERNE D. CABLE
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA - CIVIL DIVISION
5. The docket or other identifying number if one has been issued: 04-69-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature

FRANK L. MAJCZAN, JR., ESQUIRE

Printed Name

3644 Route 378, Suite A

Address

Bethlehem, PA 18015

City, State, ZIP Code

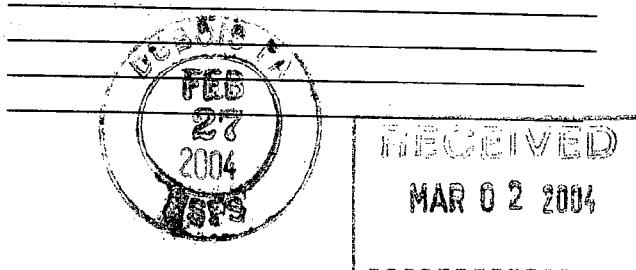
FOR POST OFFICE USE ONLY

No change of address order on file.
 Not known at address given.
 Moved, left no forwarding address.
 No such address.

NEW ADDRESS or BOXHOLDER'S
NAME and STREET ADDRESS

POSTMARK

DECEASED




[Login](#) | [Subs](#)
[Home](#) [My Ancestry](#) [Search Records](#) [Family Trees](#) [Message Boards](#) [Learning Center](#) [Shop](#)

You are here: Search > Social Security Death Index > Results

Social Security Death Index

No records to view matches for:

Laverne Cable
[« Global Search Results](#)

Name	Birth Date	Death Date	Last Residence (City, County, State)	Issued	SSN
------	------------	------------	---	--------	-----

[View printer-friendly](#)
What can I do with the SSDI?

This searchable listing of over 70 million records details about birth, death, and last residence for ancestors. [View more tips below.](#)

Information available to

Refine your search of the Social Security Death Index

laverne	cable	Exact <input checked="" type="checkbox"/>
First Name	Last Name	Spelling
Last Known Residence		
Country/Region	Pennsylvania	State
clearfield	dubois	Zip Code
County	City	
Birth Date		Death Date
Day	Any	Day
Month	Any	Month
Year		Year
Social Security Information		
Any State	200-30-6166	
Issue State	Social Security Number (Example: 123-45-6789)	
▲ Hide Advanced Search Options		Search



Ancestry.com's Social Security Death Index lists nearly 70 million names dating from as early as the 1930s. Compiled from the Social Security Administrations Master Death File, this searchable index is a good starting point for those beginning their genealogy.

EXHIBIT "B"

Mar-31-04 03:54pm From-Citicorp Trust Bank,fsb 410 689 1610 T-057 P.006/013 F-925
 Date: 03/31/2004 Requested by: jag File # A02 02 or 02
 FOR SSNO: 000-00-0000 LAVERNE D CABLE
 SSNO: 000-00-0000 LAVERNE CABLE

SUMMARY CREDIT REPORT

SSNO: 200-30-6166 LAVERNE D CABLE
 451 TREASURE LK
 DU BOIS PA 15801-

CB Score :
 Credit Bureau : TRU
 Report Date :
 In File Date : 09/01/1981
 Birthdate : 10/01/1941

AKA:

CB Score Factors: ADVERSE PUBLIC RECORD OR COLLECTION ITEM

FORMER ADDRESS: 1 POB 1
 DU BOIS PA 15801-

FORMER ADDRESS2: 4 RR 4TL POB 451
 DUBOIS PA 15801-

DELINQUENCY ON ACCOUNTS

RELATIONSHIP OF BALANCE TO HIGH CREDIT ON BANK OR OTHER REVOLVING ACTS
 TIME SINCE DELINQUENCY TOO RECENT OR UNKNOWN

TRADE LINES

NAME ACCT NUMBER	MEMBER NO	OPEN TYPE	RPTD TERM	HICR PMD	BAL P D	306090 HISTORY	DLPD	ECOA CURR/WORST	KOB
THE BON-TON X 112163845	587C002	0802	0204	1,500	0	000000		I D	
		R			0	1111111111111111XX1		CURR CURR	

BENFCL/HFC D 710172357468	999D69J	1001	0703	18,539	18,539	010100	J F
		I		353	1,059	321111111111111111111111	90 90

*** FLAGGED AS DUPLICATE TRADE ***

CAPITAL 1 BK X 529115184445	1DTV001	1200	0301	39	0	000000	I B
		R			0	111	CURR CURR

CBC-CREDIT LINE CLOSED BY CONSUMER

GMAC X 4101401606	2592649	0900	0204	0	13,206	J F
		I		443	0	P&L P&L

PRL-PROFIT AND LOSS WRITE-OFF

ASSOCIATES X 13772610226996	15BL7G4	0900	0601	65,718	0	060200	J F
		I			0	112111X11111111112111113CURR 60	

Mar-31-04 03:54pm From-Citicorp Trust Bank,fsb 410 688 1610 T-057 P.007/013 F-925
 BENPCL/HFC 999D69J 0400 0202 14,934 0 000000 J F
 710172353972 I 0 111X1111111111111111111111 CURR CURR

CLO-CLOSED

BENPCL/HFC 999D69J 0300 0800 10,989 0 J F
 710172353649 I 0 0 NDACTCURR

CLO-CLOSED

HEILGMYRS 616P411 1099 1000 1,106 0 000000 I H
 X 18406 I 0 0 X1X111X11X1 CURR CURR

TRL-TRANSFERRED TO ANOTHER LENDER

GMAC 2592649 0999 1100 22,737 0 000000 J F
 D 4061154237 I 0 0 111111111111 CURR CURR
 *** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

MCCBG/JCPENN 1972151 0898 0304 600 0 000000 J D
 X 987487527 R 0 0 1111111111111111111111111111 CURR CURR

GMAC 2592649 0498 1099 21,047 0 000000 C F
 D 4101492530 I 0 0 XX1111111X11111111 CURR CURR
 *** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

WALMART/MBGA 235057X 0697 0903 2,500 0 I D
 X 6032207580456853 R 0 0 NDACTCURR

CBL -NOT FOUND

GMAC 2592649 0297 0598 16,017 0 000000 C Q
 X 4101451495 I 0 0 111111111111 CURR CURR

CLO-CLOSED

AFSCI 15BL6SA 0297 0597 12,120 0 J F
 D 13731720517902 I 0 0 CURR CURR
 *** FLAGGED AS DUPLICATE TRADE ***

RFN-REFINANCED ACCOUNT

GMAC 2592649 1296 0397 4,794 0 J Q
 X 4152246458 I 0 0 CURR CURR

Mar-31-04 03:54pm From-Citicorp Trust Bank,fsb 410 689 1610 T-057 P.008/013 F-825
 ITI 64DB002 1087 0403 4,700 0 A B
 542418054191 R 0 P&L P&L
 *** FLAGGED AS DUPLICATE TRADE ***
 IBG-CANCELLED BY CREDIT GRANTOR

INQUIRIES

INT PL RE	NAME	MTHS	INQ DATE	MEMBER NUMBER	TRADE ACCT NO	PHONE NUMBER	VER KOB
	CITIFINCL		03-04	5517055			F
	BENFC/HFC		02-03	0331102			F
	CREDCO		10-02	8256879	8006372422		Z
	BENFC/HFC		08-02	0331102			F
	B OF A		03-02	2300142	6025973018		B

PUBLIC RECORD ITEMS

DEROG	PLAINTIFF	DATE	AMT	STATUS	DATE SAT	DATE VERF	CASE#	COURT#
X			7X				323492	FE

Collections counted 00 out of 00 for 000000

Bankruptcies counted 00 out of 000

ALERTS

0-INPUT MATCHES FILE ADDRESS
 0-SSN CLEAR
 0-ZIP CODE IS VALID

REMARKS

Mar-31-04 03:53pm From-Citicorp Trust Bank,fsb

410 688 1610

T-057 P.001/013 F-825

Date: 03/31/2004

Requested by: jag

File # A01 01 or 02

OR SSNO: 000-00-0000 LAVERNE D CABLE

SSNO: 000-00-0000 LAVERNE CABLE

attn: Donne

(610) 882-2588

SUMMARY CREDIT REPORT

SNC: 177-36-1083 RICHARD P CABLE
451 TREASURE LK
DU BOIS PA 15801-CB Score :
Credit Bureau : TRU
Report Date :
In File Date : 09/01/1981
Birthdate : 04/01/1944

AKA:

JB Score Factors: ADVERSE PUBLIC RECORD OR COLLECTION ITEM

FORMER ADDRESS: 1 POB 1
DU BOIS PA 15801-FORMER ADDRESS2: 624 TREASURE LK
DU BOIS PA 15801-DELINQUENCY ON ACCOUNTS
RLTNSHIP OF BALANCE TO HIGH CREDIT ON BANK OR OTHER REVOLVING ACTS
TIME SINCE DELINQUENCY TOO RECENT OR UNKNOWN

TRADE LINES

NAME ACCT NUMBER	MEMBER NO	OPEN TYPE	RPTD TERM	HICR PMD	BAL P D	306090 HISTORY	DLPD	ECOA CURR/WORST	KOB
CNS PORT SVC X 40009359159	31UC001	0204 I	0304	12,513 317	12,513 0			I CURR	F CURR
CAPITAL 1 BK X 517805235071	1DTV001	0803 R	0304	301 15	305 0	000000 1111111		I CURR	B CURR
WHLB BANK X 1002331083	92WL001	0802 R	1103	600	0			I NDACTCURR	B
CBL -NOT FOUND									
CAPITAL 1 BK X 517805213183	1DTV001	0102 R	0302	0	0	000000 0 11		I CURR	B CURR
CBC-CREDIT LINE CLOSED BY CONSUMER									
BENFCL/HFC X 710172357468	999D69J	1001 I	0703	18,539 353	18,539 1,059	010100 321111111111111111111111	J	F 90	90

1.
 Mar-31-04 03:53pm From-Citicorp Trust Bank,fsb 410 689 1610 T-057 P.002/013 F-925
 MAC 2592649 0900 0204 0 13,206 J F
 D 4101401606 I 443 0 P&L P&L
 *** FLAGGED AS DUPLICATE TRADE ***
 ?RL-PROFIT AND LOSS WRITE-OFF

CITIFINANCIA 72123DF 0900 0803 65,718 54,929 010100 I F
 X 6070507130201871 I 500 2,250 32111111111111111111111111111111 90 90

CITIFINANCIA 5517055 0900 1203 65,718 64,929 000003 I F
 X 6072005130201315 I 500 4,250 555 120+ 120+

ASSOCIATES 15BL7G4 0900 0601 65,718 0 060200 J F
 D 13772610226996 I 0 112111X1111111111111111111111113CURR 60
 *** FLAGGED AS DUPLICATE TRADE ***

BENFCL/HFC 999D69J 0400 0202 14,934 0 000000 J F
 D 710172353972 I 0 111X1111111111111111111111111111 CURR CURR
 *** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

BENFCL/HFC 999D69J 0300 0800 10,989 0 J F
 D 710172353649 I 0 0 NDACTCURR
 *** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

GMAC 2592649 0999 1100 22,737 0 000000 J F
 X 4061154237 I 0 1111111111111111 CURR CURR

CLO-CLOSED

GMAC 2592649 0498 1099 21,047 0 000000 M F
 X 4101492530 I 0 1111111111111111 CURR CURR

CLO-CLOSED

TIMBERLAND 8048001 0897 0700 5,200 0 090706 J Q
 X 5031000000316602 R 0 323223XX5X3212X15434432460 120+

TIMBERLAND 8048001 0897 0103 5,246 0 010009 C Q
 X 3166000002 I 0 X555555X555211 120+ 120+

CLO-CLOSED

Mar-31-04 03:53pm From-Citicorp Trust Bank,fsb 410 689 1610 T-057 P.003/013 F-925
MAC 2592649 0297 0598 16,017 0 000000 M Q
D 4101451495 I 0 111111111111 Curr Curr
*** FLAGGED AS DUPLICATE TRADE ***

AFSCI 15BL6SA 0297 0597 12,120 0 J F
4 13231720517902 T 0 CURR CURR

3EN-BEFINANCED ACCOUNT

EMAC 2592649 1296 0397 4,794 0 J Q
D 4152246458 I 0 CURR CURR
*** FLAGGED AS DUPLICATE TRADE ***

AFSCI 15BL6SA 1096 0597 22,766 0 J F
D 13731720301168 I 0 CURR CURR
*** FLAGGED AS DUPLICATE TRADE ***

CT:0=CLOSED

CIT FIN SERV 7431938 0896 0597 25,948 0 J E
X 1919202932390 M 0 Curr Curr

CLO-CLOSED

CLO-CLOSED

AFSCI	15BL6SA	0695	0996	16,745	0	J	P
X	13731720300723	I			0	CURR	CURR

GREEN PT CRD 582A001 0793 1200 23,388 0 000000 I F
X 100074200697 I 0 1111111111111111X1X11X111CURRE CURRE

CLO-CLOSED

*** FLAGGED AS SUSPICIOUS ***
CRA CREDIT LINE CLOSED BY CONSUMER

CBC-CREDIT LINE CLOSED BY CONSUMER

WFFINANCIAL 4462731 0593 0795 8,478 0 Curr Curr
D 35543320 I 0

*** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

Mar-31-04 03:53pm From-Citicorp Trust Bank, fsb 410 688 1610 T-057 P.004/013 F-925
I WARD/MBGA 235007C 0493 0597 1,500 0 I D
04243078180 R 0 Curr Curr

CITIFINANCI	7212825	0493	1195	18,425	0	I	F
C	6073803623300897	I			0	CURR	CURR

3 EN-BEFINANCED ACCOUNT

EMAC	2592649	0193	1296	10,568	0	I	Q
X	4314782157		I		0	CURR	CURR

S&T BANK	1411004	1192	0698	33,700	0	000000	J	B
X	22000685100001		M		0		CURR	CURR

CLO-CLOSED

CITI 64DB002 1087 0403 4,700 0 I B
X 542418054191 R 0 NDACTCURR

CBL -NOT FOUND

INQUIRIES

CNT PL RE	NAME	MTHS	INQ DATE	MEMBER NUMBER	TRADE	TRADE ACCT NO	PHONE NUMBER	VER	KOB
	CITIFINCL		03-04	5517055			8006707672		F
	CITIFINCL		03-04	5517055			8006707672		F
X X	CPS		02-04	2817275					F
	CTB		10-03	6090923					F
	CAP ONE BANK		08-03	0132718			0000000000		B
	BENFC/HFC		02-03	0331102					F
	CREDCO		10-02	8256879			8006372422		Z
	BENFC/HFC		08-02	0331102			8039962000		Q
	HOMEGOLD INC		07-02	3183558			8006372422		Z
	CREDCO		04-02	8256844					

PUBLIC RECORD ITEMS

Legal/Judgements counted 02 out of 02 for 000000

DEROG PLAINTIFF DATE AMT STATUS DATE SAT DATE VERF CASE# COURT#

Mar-31-04 03:53pm From-Citicorp Trust Bank,fsb
4 TIMBERLAND FEDERAL CRE 7X
5179 CJ

410 688 1610

T-057 P.005/013 F-925
323492 FE
314 CP

Collections counted 00 out of 00 for 000000

Bankruptcies counted 00 out of 000

ALERTS

0-INPUT MATCHES FILE ADDRESS
0-SSN CLEAR
0-ZIP CODE IS VALID

REMARKS

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►RICHARD CABLE in PA

4 people found (1-4 shown)

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Cable, Richard E

255 Ekastown Rd,
Sarver, PA 16055-9519
(724)353-2896

[Email, Maps and What's NearbySM](#)

[Update/Remove this listing](#)

[20 Year Address History for RICHARD CABLE](#)

[Instant Property Search](#)

[Address History](#) [Criminal Check!](#)

[Background Check](#) [Civil Judgments?](#)

Cable, Richard E

255 Ekastown Rd,
Sarver, PA 16055-9519
(724)353-9728

[Email, Maps and What's NearbySM](#)

[Update/Remove this listing](#)

[20 Year Address History for RICHARD CABLE](#)

[Instant Property Search](#)

[Address History](#) [Criminal Check!](#)

[Background Check](#) [Civil Judgments?](#)

Advertisement

First Name

Last Name

State

RICHARD

CABLE

PA

Cable, Richard K

Rr 2,
Brookville, PA 15825-9802
(814)849-8609

[Email, Maps and What's NearbySM](#)

[Update/Remove this listing](#)

[20 Year Address History for RICHARD CABLE](#)

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Cable, Richard P

Du Bois, PA 15801
(814)371-6249

[Email, Maps and What's NearbySM](#)

[Update/Remove this listing](#)

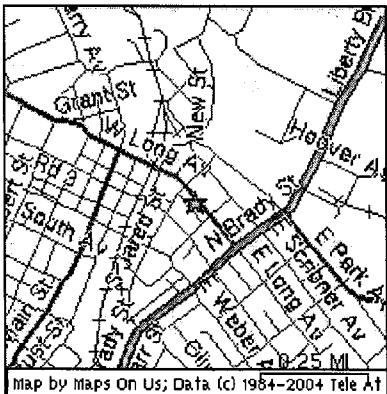
[20 Year Address History for RICHARD CABLE](#)

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EXHIBIT "JD"

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Laverne D Cable

Du Bois, PA 15801
(814)371-6249
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- [Did you go to school with Laverne D Cable](#)
- [Laverne D Cable 20 Year Address History](#)
- [Instant Criminal & Background Checks!](#)

Fir

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La

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Local Maps

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Map

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Use

Local Businesses around Du Bois, PA

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Legal & Finance

[Attorneys](#) | [Banks](#) | [Insurance](#) | [Investments](#) | [more...](#)

FILED
APR 19 2004

cc
Amy Majczan

W.A. Shaw
Prothonotary/Clerk of Courts

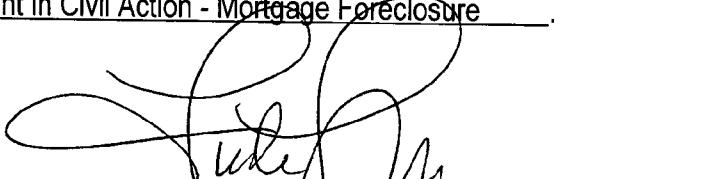
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ASSOCIATES CONSUMER DISCOUNT :
COMPANY, :
7467 New Ridge Road, Suite 200 :
Hanover, MD 21076 :
Plaintiff : NO. 04-69-CD
vs. : PRAECIPE FOR REINSTATEMENT
RICHARD P. CABLE and : CIVIL ACTION - MORTGAGE FORECLOSURE
LAVERNE D. CABLE :
451 Treasure Lake :
DuBois, PA 15801 :
Defendants :
:

TO THE PROTHONOTARY/CLERK OF SAID COURT:

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

Date: April 27, 2004



FRANK L. MAJczAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638
901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA 18018
(610) 882-2111

FILED

APR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

100-02 Reinstated

Comp. to Staff

APR 29 2004

Att'y pd. 7.00

WAG

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

MAY 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

NO. 04-69-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

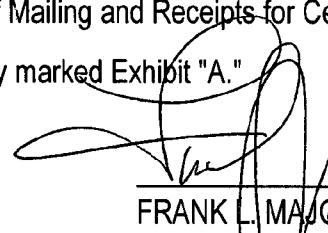
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

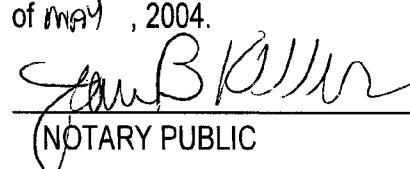
SS.:

COUNTY OF *Lehigh*

I, FRANK L. MAJczan, JR., ESQUIRE, counsel for Plaintiff, Associates Consumer Discount Company, do hereby certify that true and correct copies of the Reinstated Complaint, together with a true and correct copy of the Order Directing Method of Service, were mailed by Certified Mail/Return Receipt Requested and First Class Mail/Certificate of Mailing to Defendants Richard P. Cable and Laverne D. Cable at 451 Treasure Lake, DuBois, Pennsylvania 15801 on May 4, 2004. Copies of the Certificates of Mailing and Receipts for Certified Mail are attached hereto, made a part hereof and collectively marked Exhibit "A."


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

SWORN TO AND SUBSCRIBED
before me this *4th* day
of *May*, 2004.


NOTARY PUBLIC

NOTARIAL SEAL
JEAN B. KELLER, Notary Public
City of Bethlehem, Lehigh County, PA
My Commission Expires July 10, 2008

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

May 4, 2004

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

RE: **ASSOCIATES CONSUMER DISCOUNT COMPANY
VS. RICHARD P. CABLE AND
LAVERNE D. CABLE-No. 04-69-CD**

Dear Mr. and Mrs. Cable:

Enclosed you will find a time-stamped copy of the Reinstated Complaint in Civil Action - Mortgage Foreclosure, together with a true and correct copy of an Order Directing Method of Service, served upon you as named Defendant, relative to the above-captioned matter.

Very truly yours,

FRANK L. MAJCZAN, JR.

FLM,JR/dmd

Enclosures

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

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Return Receipt Fee (Endorsement Required)	1.75	Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
LAVERNE D. CABLE
Street, Apt. No.;
or PO Box No. 451 TREASURE LAKE
City, State, ZIP+4 DUBOIS, PA. 15801

PS Form 3800, June 2002 See Reverse for Instructions

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7003

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Certified Fee	2.30	Postmark Here	
Return Receipt Fee (Endorsement Required)	1.75		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	5.11	

Sent To
RICHARD P. CABLE
Street, Apt. No.;
or PO Box No. 451 TREASURE LAKE
City, State, ZIP+4 DUBOIS, PA. 15801

PS Form 3800, June 2002 See Reverse for Instructions

MAJCZAN-SCHAEDLER-KELLEHER
901 WEST LEHIGH STREET
SUITE 200
BETHLEHEM, PA 18018

Name and
Address
of Sender

CERTIFICATE OF MAILING

Check type of mail:
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 Registered Certified
 Insured Int'l Rec. Del.
 COD Del. Confirmation (DC)

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or for additional copies of
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this bill.

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/GRIFFIN	Dorothy P. Griffin, 6207 Chestnut Street Philadelphia, Pa. 19139-5230													
2		Robyn I. Keels, 6207 Chestnut Street Philadelphia, Pa. 19139-5230													
3	CF/REA	Kevin C. Rea, RD 2, Box 389 A2 Saltsburg, Pa. 15681	.30												
4		Janet Jones Rea, RD 2, Box 309 A2 Saltsburg, Pa. 15681	.60	.30											
5	CF/HARRIS	James Scott Harris, PO Box 15, Millbell Road Yukon, Pa. 15698	.60	.30											
6		Renee Beth Keown a/k/a Renee Beth Harris, PO Box 15, Millbell Road Yukon, Pa. 15698	.60	.30											
7	CF/CABLE	Laverne D. Cable, 451 Treasure Lake Dubois, Pa. 15801	.30												
8		Richard P. Cable, 451 Treasure Lake Dubois, Pa. 15801	.30												
9															
10															
11															
12															
13															
14															
15															

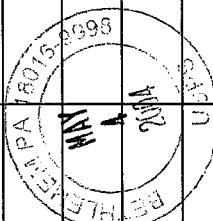
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Eight



FILED NO
MAY 17 2004
MAY 07 2004
William A. Shaw
Prothonotary/Clerk of Courts
KZ

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15072

VS.

CABLE, RICHARD P. & LAVERNE D.

04-69-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 12, 2004 AT 2:38 PM POSTED THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE (2 COPIES) ON THE PROPERTY OF RICHARD P. CABLE AND LAVERNE D. CABLE, DEFENDANTS AT 451 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET/McCLEARY

Return Costs

Cost	Description
29.25	SHERIFF HAWKINS PAID BY: ATTY CK# 1288
20.00	SURCHARGE PAID BY: ATTY CK# 1289

Sworn to Before Me This

19 Day Of May 2004
William A. Shaw

So Answers,


by Marley Hupp
Chester A. Hawkins
Sheriff

FILED
O 2:00 PM
MAY 19 2004 

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

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

FILED

JUN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

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:

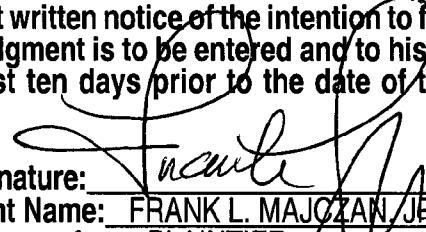
Debt -----	\$ 69,886.84
Interest from 1/8/04 to 6/25/04 ---	\$ 2,415.01
Attorney's Commission -----	\$ 9,739.37
TOTAL -----	\$ 82,041.22

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: JUNE 25, 2004

Signature: 

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

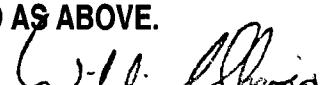
Attorney for: PLAINTIFF

Address: 901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA 18018

Telephone: (610) 882-2111

Supreme Court ID No.: 17638

NOW, June 28, 2004, 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. 04-69-CD

VS.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

TO: RICHARD P. CABLE
451 TREASURE LAKE
DUBOIS, PA. 15801

LAVERNE D. CABLE
451 TREASURE LAKE
DUBOIS, PA. 15801

DATE OF NOTICE: JUNE 14, 2004

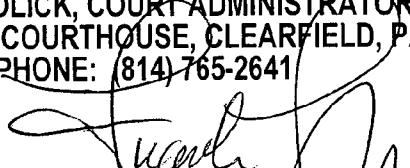
IMPORTANT NOTICE

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
901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA 18018
(610) 882-2111
(610) 882-2588 (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. 04-69-CD

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendants

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF Maryland

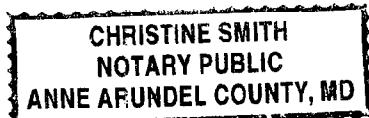
} SS.:

COUNTY OF Baltimore

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendants, Richard P. Cable and Laverne D. Cable, are adult individuals; that their last known address is 451 Treasure Lake, DuBois, Pennsylvania 15801; 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 1st day
of JUNE, 2004.

Jana Gantt
JANA GANTT, FORECLOSURE ANALYST
ASSOCIATES CONSUMER DISCOUNT COMPANY



Christine Smith
NOTARY PUBLIC

Christine Smith
My Comm. Expires
2-14-2005

FILED May 2004
MAY 4 2004
JUN 28 2004
100-10000
Notice to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Amy

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. 04-69-CD

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

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 \$82,041.22 on June 28 2004 .

(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:

NAME: FRANK L. MAJCZAN, JR., ESQUIRE
ADDRESS: 90 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
TELEPHONE NO. (610) 882-2111

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

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

Associates Consumer Discount Company
Plaintiff(s)

No.: 2004-00069-CD

Real Debt: \$82,041.22

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard P. Cable
Laverne D. Cable
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 28, 2004

Expires: June 28, 2009

Certified from the record this 28th day of June, 2004.

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

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.

RICHARD P. CABLE AND
LAVERNE D. CABLE,
451 Treasure Lake
DuBois, Pa. 15801

Defendants

: File No. 04-69-CD
: (To be completed by Attorney)
: Amount \$82,041.22
: Interest from 6/25/04 at a per diem
: rate of \$14.29
: Costs Prothonotary \$132.00
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO THE PROTHONOTARY/CLERK OF SAID COURT:

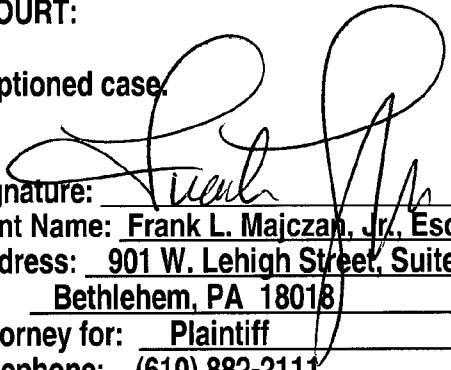
Issue writ of execution in the above captioned case.

DATE: July 19, 2004

FILED

JUL 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

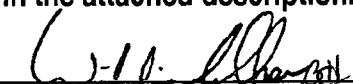
WRIT OF EXECUTION - MORTGAGE FORECLOSURE

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: 7/22/04


Prothonotary/Clerk, Civil Division

by:

Deputy

FILED

#600-00000000
01 prop desc.

JUL 22 2004

to Sheriff

W.A. Shaw

Prothonotary/Clerk of Courts

Aug 04-20.00

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

Property Being Known As: 451 Treasure Lake, DuBois, Pennsylvania 15801

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of RICHARD P. CABLE AND LAVERNE D. CABLE

ALL THAT CERTAIN TRACT OF LAND DESIGNATED AS LOT NO. 267, SECTION NO. 15 "BIMINI" IN THE TREASURE LAKE SUBDIVISION IN THE SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A RESIDENTIAL DWELLING KNOWN AS 451 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. ASSESSMENT NUMBER 128-C02-015-267

**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. 04-69-CD

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

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 Praeclipe for the Writ of Execution was filed, the following information concerning the real property located in the Sandy Township, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

1. The name(s) and last known address(es) of the owner(s) are Richard P. Cable and Laverne D. Cable, 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

2. The name(s) and last known address(es) of the Defendant(s) in Judgment are Richard P. Cable and Laverne D. Cable, 451 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

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. 04-69-CD
Entered on June 28, 2004
Amount of Judgment - \$82,041.22

- (ii) Timberland Federal Credit Union
821 Beaver Drive
DuBois, Pa. 15801
No. 99-314-CD
Entered on March 19, 1999
Amount of Judgment- \$5,179.70

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 April 22, 1997
Record Book 1835, Page 445
Mortgage Amount - \$66,067.94

- (ii) Beneficial Consumer Discount Company
90 Beaver Drive, #114C
DuBois, Pa. 15801
Recorded on March 1, 2000
Instrument #200002686
Mortgage Amount - \$10,989.79

(iii) Beneficial Consumer Discount Company
90 Beaver Drive, #114C
DuBois, Pa. 15801
Recorded on October 12, 2001
Instrument #200116402
Mortgage Amount - \$18,539.23

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)
451 Treasure Lake
DuBois, Pa. 15801

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: JULY 19, 2004

MAJCZAN-SCHAEDLER-KELLEHER
BY: *Frank L. Majczan, Jr.*
FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

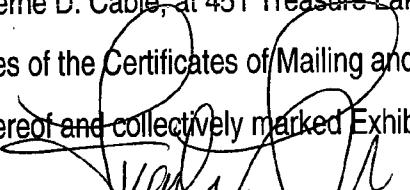
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ASSOCIATES CONSUMER DISCOUNT :
COMPANY, :
7467 New Ridge Road, Suite 200 :
Hanover, MD 21076 :
Plaintiff : NO. 04-69-CD
vs. :
RICHARD P. CABLE and : CIVIL ACTION - MORTGAGE FORECLOSURE
LAVERNE D. CABLE :
451 Treasure Lake :
DuBois, PA 15801 :
Defendants :
LEHIGH

AFFIDAVIT OF SERVICE

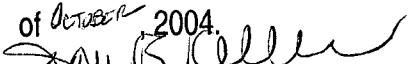
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF LEHIGH :

I, FRANK L. MAJczan, JR., ESQUIRE, counsel for Plaintiff, Associates Consumer
Discount Company, do hereby certify that true and correct copies of the Writ of Execution and
Notice of Sheriff's Sale, together with a true and correct copy of the Order Directing Method of
Service, were mailed by Certified Mail/Return Receipt Requested and First Class Mail/Certificate of
Mailing to Defendants, Richard P. Cable and Laverne D. Cable, at 451 Treasure Lake, DuBois,
Pennsylvania 15801, on October 18, 2004. Copies of the Certificates of Mailing and Receipts for
Certified Mail are attached hereto, made a part hereof and collectively marked Exhibit "A."



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

SWORN TO AND SUBSCRIBED
before me this 18th day
of October, 2004.



NOTARY PUBLIC

NOTARIAL SEAL
JEAN B. KELLER, Notary Public
City of Bethlehem, Lehigh County, PA
My Commission Expires July 10, 2005

ELK
FILED
mjl/10/04
OCT 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

Laverne D. Cable
451 Treasure Lake
DuBois, Pa. 15801

Richard P. Cable
451 Treasure Lake
DuBois, Pa. 15801

**RE: ASSOCIATES CONSUMER DISCOUNT COMPANY
VS. RICHARD P. CABLE AND
LAVERNE D. CABLE
C.C.P., CLEARFIELD COUNTY, No. 04-69-CD**

Dear Mr. and Mrs. Cable:

Enclosed please find the following documents served upon you as a named Defendant relative to the above-captioned matter:

- (1) Praeclipe for Writ of Execution filed on July 22, 2004;
- (2) Legal description of the subject premises;
- (3) A Notice of Sheriff's Sale of Real Estate Pursuant to Pennsylvania Rule of Civil Procedure 3129.1 scheduling a Sheriff's Sale for Friday, December 3, 2004 at 10:00 a.m.; and
- (4) A copy of the Order Directing Method of Service.

Very truly yours,

FRANK L. MAJCZAN, JR.

FLM, JR/dmc
Enclosures

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

*FOUNDED AS BUTTERFIELD & JOACHIM
Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)*

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL

2003 U.S. POSTAGE POSTMARK HERE

Postage	\$ 1.65
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.75

4244 2003
Sent To
LAVERNE D. CABLE
Street, Apt. No.;
or PO Box No. 451, TREASURE LAKE
City, State, ZIP+4 DUBOIS, PA 15801
PS Form 5070-02003

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.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

NO. 04-69-CD

862
FILED NO
m 10:59 AM
OCT 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - MORTGAGE FORECLOSURE

CERTIFICATE OF MAILING NOTICE

The undersigned certifies that Notice of the Sheriff's Sale of real property scheduled for Friday, December 3, 2004 at 10:00 A.M. in the above-captioned matter was sent to the following by mailing such Notice on October 18, 2004, by First Class Mail/Certificate of Mailing, true and correct copies of which are attached hereto:

Timberland Federal Credit Union
821 Beaver Drive
DuBois, Pa. 15801

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

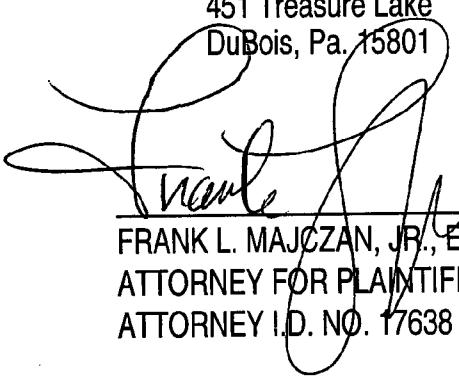
Beneficial Consumer Discount Company
90 Beaver Drive #114C
DuBois, Pa. 15801

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

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

Occupant(s)
451 Treasure Lake
DuBois, Pa. 15801

DATED: OCTOBER 19, 2004


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

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

Timberland Federal Credit Union
821 Beaver Drive
DuBois, Pa. 15801

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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.

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

Judgment in the amount of \$5,179.70 entered on March 19, 1999 in the Office of the Prothonotary of Berks County to No. 99-314-CD.

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:dmj

Enclosure

FOUNDED AS BUTTERFIELD & JOACHIM
FIRST CLASS MAIL/CERTIFICATE OF MAILING
Thomas D. Butterfield, Jr. of Philadelphia, and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

Beneficial Consumer Discount Company
90 Beaver Drive, #114C
DuBois, Pa. 15801

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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.

The record indicates that you have two (2) liens against this property as follows:

Mortgage in the amount of \$10,989.79 recorded on March 1, 2000 in the Office of the Recorder of Deeds of Berks County to Instrument #200002686.

Mortgage in the amount of \$18,539.23 recorded on October 12, 2001 in the Office of the Recorder of Deeds of Berks County to Instrument #200116402.

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

FOUNDED AS BUTTERFIELD & JOACHIM
FIRST CLASS MAIL/CERTIFICATE OF MAILING
Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

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

Please be advised that the property and improvements, if any, located in the **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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 an interest in this property by virtue of any spousal and/or child support arrearages against the above individual.

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:cmd

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM

Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

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

Please be advised that the property and improvements, if any, located in the **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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 an interest in this property by virtue of any child support arrearages against the above individual.

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

FOUNDED AS BUTTERFIELD & JOACHIM
FIRST CLASS MAIL CERTIFICATE OF MAILING and William B. Joachim, Jr. (1918-2002)

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 18, 2004

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, in the aforesaid judgment.

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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:mdm

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

THOMAS E. BUTTERFIELD & JOACHIM
Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 12, 2004

Occupant(s)
451 Treasure Lake
DuBois, Pa. 15801

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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 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

Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

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. 04-69-CD

vs.

RICHARD P. CABLE and
LAVERNE D. CABLE
451 Treasure Lake
DuBois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

SUPPLEMENTAL CERTIFICATE OF MAILING NOTICE

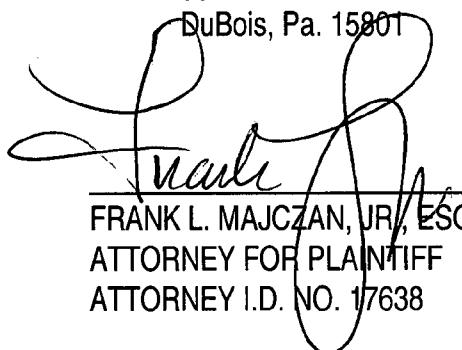
The undersigned certifies that Notice of the Sheriff's Sale of real property scheduled for Friday, December 3, 2004 at 10:00 A.M. in the above-captioned matter was sent to the following by mailing such Notice on October 20, 2004, by First Class Mail/Certificate of Mailing, true and correct copies of which are attached hereto:

Timberland Federal Credit Union
821 Beaver Drive
DuBois, Pa. 15801

Beneficial Consumer Discount Company
90 Beaver Drive #114C
DuBois, Pa. 15801

DATED: OCTOBER 21, 2004

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



FILED *E.GK*
mjh:3681 NO
OCT 25 2004 CC

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 20, 2004

Timberland Federal Credit Union
821 Beaver Drive
DuBois, Pa. 15801

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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.

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

Judgment in the amount of \$5,179.70 entered on March 19, 1999 in the Office of the Prothonotary of Clearfield County to No. 99-314-CD.

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:cmd

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING
Thomas E. Butterfield, Jr. (1914-1996) and William B. Joachim, Jr. (1918-2002)

FOUNDED AS BUTTERFIELD & JOACHIM

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 20, 2004

Beneficial Consumer Discount Company
90 Beaver Drive, #114C
DuBois, Pa. 15801

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 **Township of Sandy, Clearfield County, Pennsylvania, and known as 451 Treasure Lake, DuBois, Pennsylvania 15801**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 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 \$82,041.22 in the Court of Common Pleas of Clearfield County as No. 04-69-CD in favor of Plaintiff, Associates Consumer Discount Company and against Richard P. Cable and Laverne D. Cable, Defendants, 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.

The record indicates that you have two (2) liens against this property as follows:

Mortgage in the amount of \$10,989.79 recorded on March 1, 2000 in the Office of the Recorder of Deeds of Clearfield County to Instrument #200002686.

Mortgage in the amount of \$18,539.23 recorded on October 12, 2001 in the Office of the Recorder of Deeds of Clearfield County to Instrument #200116402.

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
FOUNDED AS BUTTERFIELD & JOACHIM
Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

Property Being Known As: 451 Treasure Lake, DuBois, Pennsylvania 15801

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of RICHARD P. CABLE AND LAVERNE D. CABLE at the suit of ASSOCIATES CONSUMER DISCOUNT COMPANY. JUDGMENT NO. 04-69-CD

MAJCZAN-SCHACULSKI-RELLEREN
901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018

Name and
Address
of Sender

Check type of mail: **ALL OF MAILING**

Express Return Receipt (RF) for Merchandise
Registered Certified
Insured Int'l Rec. Del.
 COD Del. Confirmation 'DC'

If Registered Mail, check below:
Insured Not Insured

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/CABLE	Beneficial Consumer Discount Company, 90 Beaver Drive #114C Dubois, Pa 15801	90												
2		Timberland Federal Credit Union, 821 Beaver Drive Dubois, Pa 15801	90												
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

Total Number of Pieces Received at Post Office

Total Number of Pieces Listed by Sender

If a stamp were not issued as certificate of mailing, or for additional copies of this bill. Postmark and Date of Receipt

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 reconstruction insurance is \$50,000 per piece, subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See *Domestic Mail Manual* 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.

If Registered Mail, check below:
Insured Not Insured

Postmark and Date of Receipt

Complete by Typewriter, Ink, or Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16403
NO: 04-69-CD

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: CABLE, RICHARD P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT:

LEVY TAKEN 10/18/2004 @ 11:45 AM

POSTED 10/18/2004 @ 11:45 AM

SALE HELD 12/03/2004

SOLD TO ASSOCIATES CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/05/2005

DATE DEED FILED 04/01/2005

PROPERTY ADDRESS 451 TREASURE LAKE " BIMINI" DUBOIS , PA 15801

FILED
APR 05 2005
6W

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

10/28/2004 @ SERVED RICHARD P. CABLE

SERVED RICHARD P. CABLE, DEFENDANT, BY CERT MAIL AND REGULAR MAIL PER COURT ORDER AT 451 TREASURE LAKE, DUBOIS, PA CERT #7002315000078546259 SIGNED FOR BY RICHARD P. CABLE WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

10/28/2004 @ SERVED LAVERNE D. CABLE

SERVED LAVERNE D. CABLE, DEFENDANT, BY CERT. AND REGULAR MAIL PER COURT ORDER AT 451 TREASURE LAKE, DUBOIS, PA CERT #7002315000078546266 SIGNED FOR BY RICHARD P. CABLE WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16403
NO: 04-69-CD

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY
VS.
DEFENDANT: CABLE, RICHARD P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

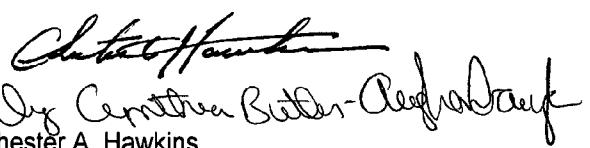
SHERIFF HAWKINS \$225.19

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


By: Cynthia Butler-Administrative
Chester A. Hawkins
Sheriff

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.

RICHARD P. CABLE AND
LAVERNE D. CABLE,
451 Treasure Lake
DuBois, Pa. 15801
Defendants

: File No. 04-69-CD
: (To be completed by Attorney)
: Amount \$82,041.22
: Interest from 6/25/04 at a per diem
: rate of \$14.29
: Costs Prothonotary 132.00
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: 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: July 19, 2004

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

JUL 22 2004

Attest,

William L. Majczan
Prothonotary
Clerk of Courts

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: 7/22/04

Received July 22, 2004 @ 2:00 P.M.
Chester A. Hawkins
by Cynthia Butler-Aughbaugh

W.L. Majczan
Prothonotary/Clerk, Civil Division

by:

Deputy

ALL THAT CERTAIN tract of land designated as Lot No. 267, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25. Excepting and Reserving therefrom and subject to.

TAX PARCEL NO. 128-C02-015-267

Property Being Known As: 451 Treasure Lake, DuBois, Pennsylvania 15801

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of RICHARD P. CABLE AND LAVERNE D. CABLE

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME CABLE NO. 04-69-CD

NOW, December 3, 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 3RD day of DECEMBER 2004, I exposed the within described real estate of RICHARD P. CABLE AND LAVERNE D. CABLE 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	
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.94
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	
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	233.19
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	1,089.92
TOTAL DEED COSTS	1,118.42

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	82,041.22
INTEREST FROM 6/25/04 @ 14.29	2,300.69
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	84,341.91
COSTS:	
ADVERTISING	220.44
TAXES - collector	1,304.27
TAXES - tax claim	4,675.46
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,118.42
SHERIFF COSTS	233.19
LEGAL JOURNAL AD	108.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	7,936.78

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RICHARD P. CABLE

NO. 04-69-CD

NOW, March 19, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 03, 2004, I exposed the within described real estate of Cable, Richard P. 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 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
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	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$225.19

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	82,041.22
INTEREST @ 14.2900 %	2,300.69
FROM 06/25/2004 TO 12/03/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$84,381.91

COSTS:

ADVERTISING	220.44
TAXES - COLLECTOR	1,304.27 <i>reduced</i>
TAXES - TAX CLAIM	75913.73
DUE	4,675.46
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	225.19
LEGAL JOURNAL COSTS	108.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$6,838.86

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

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

DU BOIS PA 15801

MAIL USE

*RECEIVED
10/17/2004
DU BOIS PA 15801*

Postage	\$ 10.60
Postage	\$ 10.60
Certified Fee	\$ 2.30
Return Recipient Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 14.65

9929 5597 0000 0516 2000

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Laverne D. Cable
451 Treasure Lake
DuBois, PA 15801

A. Signature *Richard D. Cable* Agent
Addressee

B. Received by (Printed Name) *Richard D. Cable* Date of Delivery *10/17/2004*

C. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

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

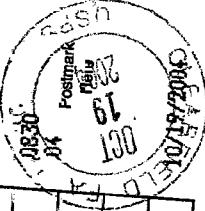
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number **7002 3150 0000 7854 6266**
 (Transfer from service label)

PS Form 3811, August 2001
 Domestic Return Receipt
 102549-02-M-1510

See Reverse for Instructions
 PS Form 3800, June 2002

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <i>Richard P. Cable</i></p> <p>B. Received by (Printed Name) <i>Richard P. Cable</i></p> <p>C. Date of Delivery <i>10/28/01</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>Richard P. Cable 451 Treasure Lake DuBois, PA 15801</p>	
<p>1. Article Addressed to:</p> <p>Richard P. Cable 451 Treasure Lake DuBois, PA 15801</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>2. Article Number <i>7002 3150 0000 7854 6259</i></p> <p><i>(Transfer from service label)</i></p>	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>													
For delivery information visit our website at www.usps.com													
DU BOUT PA 15801 MAIL USE													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Postage</td> <td style="width: 10%;">\$ 0.60</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 2.30</td> </tr> <tr> <td colspan="2" style="text-align: center;">Return Receipt Fee (Endorsement Required)</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 1.75</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total Postage & Fees</td> </tr> <tr> <td></td> <td style="text-align: center;">\$ 4.65</td> </tr> </table>		Postage	\$ 0.60	Certified Fee	\$ 2.30	Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	\$ 1.75	Total Postage & Fees			\$ 4.65
Postage	\$ 0.60												
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Return Receipt Fee (Endorsement Required)													
Restricted Delivery Fee (Endorsement Required)	\$ 1.75												
Total Postage & Fees													
	\$ 4.65												
													
<i>Sent To</i> Richard P. Cable <i>Street, Apt. No., or PO Box No. 451 Treasure Lake</i> <i>City, State, Zip 44 DuBois, PA 15801</i>													
<small>PS Form 381, August 2001 1111 Domestic Return Receipt 102585-02-M-1540 See Reverse for Instructions</small>													