

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

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

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

Plaintiff

vs.

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

Defendants

NO. 04-69-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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.

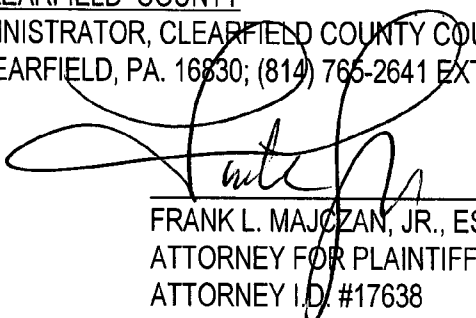
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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. MAJCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. #17638

William A. Shaw  
Prothonotary

Attorney for Plaintiff

## COMPLAINT

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.

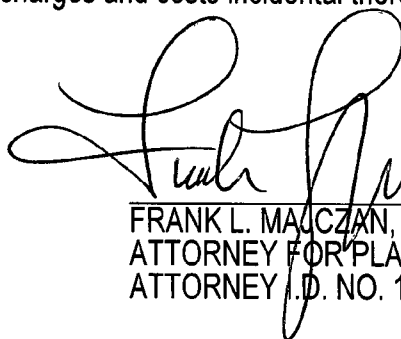
9. The following amounts are due on account of said Mortgage as of January 8, 2004:

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. MACCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. NO. 17638

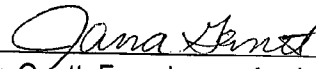
## VERIFICATION

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  
IN

VOL 1875 PAGE 445 MORTGAGE

This Mortgage, entered into this 21 day of APRIL 97 between  
RICHARD P. CABLE and LAYMAN D. CABLE  
of SADDY

Commonwealth of Pennsylvania, herein called "Mortgagee", and ASSOCIATED CONSUMER DISCOUNT COMPANY, a  
Pennsylvania corporation having an office and place of business at SADDY PLAZA 104, RD. BOX 1468, DUBOIS, PA 15801  
Pennsylvania, herein called "Mortgagee".  
WITNESSETH, that to secure payment by Mortgagee of a Loan Agreement dated the same as this Mortgage in the sum of  
\$ 60057.94 together with interest at the rate stated in the Loan Agreement, Mortgagee do by these presents set, grant  
and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of SADDY  
County of CHESTER, Commonwealth of Pennsylvania, described as follows:  
Great description of mortgage of above from Mortgagee to be

Legal Description: All that certain property situated in the TOWNSHIP OF SADDY, in the  
County OF CHESTER, and Commonwealth of PENNSYLVANIA, being described as follows: PARCEL  
178-03-15-267-33 and being more fully described in a deed dated 8/22/93, and recorded  
8/20/93. Among the land records of CHESTER County and State set forth above, in Deed Book 423,  
page 341.

TOGETHER with all the buildings and improvements thereon and appurtenances thereunto, including all alleys,  
passageways, rights, benefits, privileges, easements and appurtenances whatsoever heretofore 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, Mortgagee 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 Mortgagee 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 Mortgagee or their successors, etc., may enter in person, by agent, or by a  
receiver as is 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 on behalf of Mortgagee collect such rents, issues and  
profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act  
done pursuant to such notice.

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

1. Mortgagee 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. Mortgagee 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. Mortgagee will keep the improvements now existing or hereinafter erected on the premises insured against loss or  
damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and  
such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an  
insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate  
Mortgagee as mortgagee and shall be in a form acceptable to Mortgagee. Mortgagee hereby confer full power  
on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds  
becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the  
premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

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

81182 RPY:00

ORIGINAL TO
RECORDED COPY TO
RETURNED COPY TO

EXHIBIT "A"

VOL 1835-446

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

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

4. Mortgagee will neither control nor suffer any stop, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagee fails, agrees to sell, convey, assign or otherwise the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagee defaults in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagee of any of the covenants or conditions of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney fees of 10% 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 Mortgagee do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the covenants hereof shall cease and determine and become void, anything herein to the contrary notwithstanding. This agreement herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

IN WITNESS WHEREOF, the said Mortgagee have signed this Mortgage with seals affixed, on the date first above written.

Signed, sealed and Delivered in the presence of

*Robert E. Fischer*  
ROBERT E. FISCHER  
COMMONWEALTH OF PENNSYLVANIA

*Richard P. Cable*  
RICHARD P. CABLE  
*Laverne D. Cable*  
LAVERNE D. CABLE  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

SS.

COUNTY OF CLEARFIELD

On this 21 day of APRIL, 1997, before me, a Notary Public, came RICHARD P. CABLE AND LAVERNE D. CABLE, Mortgagee(s) above named, and acknowledged the within Mortgage to be SAID act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year above said.



*Jeanne M. Stuckey*  
JEANNE M. STUCKEY  
Notary Public  
Clearfield County  
My Comm. Expires 12/31/99  
RESIDENCE

of Associated Consumer Discount Company, Mortgagee named

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

DURDIS

Pennsylvania

WITNESS my hand, this 21 day of APRIL, 1997.

*Jeanne M. Stuckey*  
JEANNE M. STUCKEY  
Notary Public  
Clearfield County  
My Comm. Expires 12/31/99  
(SEAL)



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



*Karen L. Stank*  
Karen L. Stank  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:36 am 4-22-97  
BY *[Signature]* SDC  
FEB 13 1997  
Karen L. Stank, Recorder

Entered of Record 4-22-1997 11:36 am Karen L. Stank, 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 INMEDITAMENTE 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

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.**

**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

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.

**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

November 26, 2003  
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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.

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

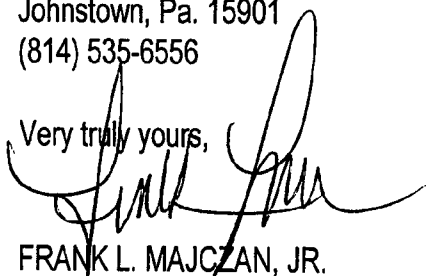
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, Pa. 15904  
888-559-2227 Ext. 108

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

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

20 Day Of Feb 2004

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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

FEB 20 2004

William A. Shaw

Prothonotary/Clerk of Courts

DEFENDANTS

TO  
YOU ARE HEREBY NOTIFIED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY  
ENTERED AGAINST YOU

ATTORNEY

FOR PLAINTIFF

**FRANK L. MAJ CZAN, JR., ESQUIRE**

ATTORNEY AT LAW

3644 ROUTE 378

SUITE A

BETHLEHEM, 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  
ACTION

BY

ATTORNEY

FOR PLAINTIFF

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

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

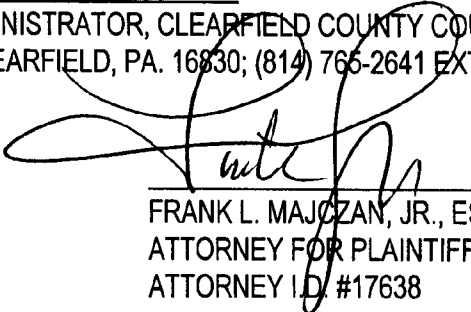
DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE,  
200 E. MARKET STREET, CLEARFIELD, PA. 16830; (814) 766-2641 EXT. 5982

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

JAN 15 2004

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

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

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

Attorney for Plaintiff

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

Plaintiff

vs.

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

Defendants

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

: NO.

: CIVIL ACTION - MORTGAGE FORECLOSURE

**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.

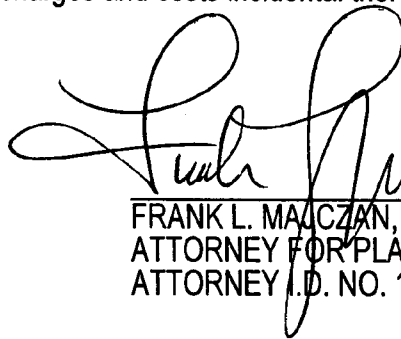
9. The following amounts are due on account of said Mortgage as of January 8, 2004:

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. MALCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. NO. 17638

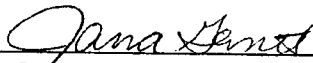
## VERIFICATION

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  
INV

VOL 1895 PAGE 445

MORTGAGE

This Mortgage, entered into this 21 day of APRIL 97, between  
RICHARD F. CABLE and LATELY D. CABLE  
of SAUNDERS

Commonwealth of Pennsylvania, herein called "Mortgagee", and ASSOCIATED CRENSHAW DISCOUNT COMPANY, a  
Pennsylvania corporation having an office and place of business at 1801 PLAZA, 1801, BOX 1801, PHILADELPHIA, PA 19101  
Pennsylvania, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagee of a Loan Agreement dated the same as this Mortgage in the sum of  
\$ 1000.00, together with interest at the rate stated in the Loan Agreement, Mortgagee do by these presents sell, grant  
and convey to Mortgagee, All the following described real estate situate in the TOWNSHIP of SAUNDERS  
County of CHESTER, Commonwealth of Pennsylvania, described as follows:

(Exact description of mortgaged premises from Mortgagee's deed)

Legal Description: All that certain property situated in the TOWNSHIP of SAUNDERS, in the  
County of CHESTER, and Commonwealth of PENNSYLVANIA, being described as follows: PARCELS  
228-23-15-767-33 and being more fully described in a deed dated 9/22/83, and recorded  
9/10/83, among the land records of the County and State aforesaid, in Deed Book 823,  
page 341.

TOGETHER with all the buildings and improvements thereon and appurtenances thereon, including all ways,  
passageways, rights, benefits, privileges, easements and appurtenances whatsoever, pertaining, 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, Mortgagee 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 Mortgagee 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 Mortgagee 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, due for or on behalf collect such rents, issues and  
profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act  
done pursuant to such notice.

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

1. Mortgagee 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. Mortgagee 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. Mortgagee will keep the improvements now existing or hereinafter erected on the premises insured against loss or  
damage by fire and other hazards and risks included within the scope of a standard extended coverage endorsement, and  
such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an  
insurance company or insurance companies acceptable to Mortgagee. All insurance policies and monies 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 all such policies to demand, receive, and receipt for all proceeds  
thereof payable thereunder and, as Mortgagee's option, to apply same toward either the restoration or repair of the  
premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

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

01188 10/1/97

ORIGINAL IN  
MORTGAGEE'S COPY TO  
RECORDED COPY TO

EXHIBIT "A"

VOL 1835 P 446

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

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

4. Mortgages will neither commit nor suffer any stop, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgages self, agree to sell, convey, assign or otherwise the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgages default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgages of any of the covenants or agreements of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute and prosecute proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney's 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 Mortgages do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and terminate and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

IN WITNESS WHEREOF, the said Mortgages have signed this Mortgage with seal to affect, on the date first above written.

Signed, Sealed and Delivered in the Presence of

*Robert B. Fischer*  
ROBERT B. FISCHER  
COMMONWEALTH OF PENNSYLVANIA

*Richard P. Cable* (SEAL)  
RICHARD P. CABLE (SEAL)  
*Laverne D. Cable* (SEAL)  
LAVERNE D. CABLE (SEAL)

COUNTY OF CLEARFIELD

On this 21 day of APRIL, 1997, before me, a Notary Public, came RICHARD P. CABLE AND LAVERNE D. CABLE, Mortgagee(s) above named, and acknowledged the within Mortgage to be SAID and done, and acknowledged same to be recorded as such.

WITNESS my hand and seal the day and year above said.



JEANNE M. STUCK, Notary Public, 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 146H

DUBOIS

, Pennsylvania.

WITNESS my hand, this 21 day of APRIL, 1997.

*Jeanne M. Stuck*

vu 1835-447

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



*Karen L. Stank*  
Karen L. Stank  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
DATE 11-26-97  
BY Karen L. Stank  
FEB 13 98  
Karen L. Stank, Recorder

Entered of Record 4-22-97 11/97 Karen L. Stank, 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 INMEDITAMENTE 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

November 26, 2003  
Page 4

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

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  
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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

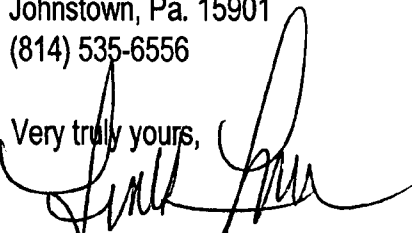
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, Pa. 15904  
888-559-2227 Ext. 108

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

vs.

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

Defendants

NO. 04-69-00

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

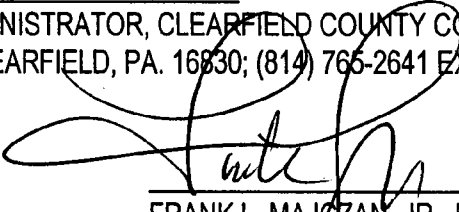
DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE,  
200 E. MARKET STREET, CLEARFIELD, PA. 16830; (814) 765-2641 EXT. 5982

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

JAN 15 2004

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

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

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

Attorney for Plaintiff

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

Plaintiff

vs.

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

Defendants

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

NO.

CIVIL ACTION - MORTGAGE FORECLOSURE

**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.

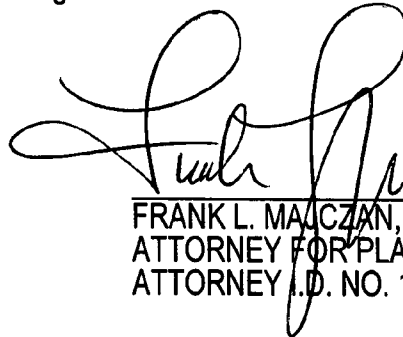
9. The following amounts are due on account of said Mortgage as of January 8, 2004:

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. MALCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. NO. 17638

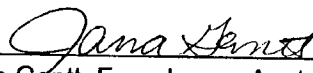
## VERIFICATION

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  
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VOL 1875 PAGE 445

MORTGAGE

This Mortgage, entered into this 31 day of APRIL 97 between  
RICHARD F. CABLE and LAYNE D. CABLE  
of SAULT

Consentment of Pennsylvania, herein called "Mortgagee", and ASSOCIATED CONSUMER DISCOUNT COMPANY, a  
Pennsylvania corporation having an office and place of business at 8401 PLAZA DRIVE, BOX 1000, DUBLIN, PA 15001  
Pennsylvania, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagee of a Loan Agreement dated the same as this Mortgage in the sum of  
\$ 66067.94 together with interest at the rate stated in the Loan Agreement, Mortgagee do by these presents def. grant  
and convey to Mortgagee, ALL the following described real estate located in the TOWNSHIP of SAULT  
County of CLEVELAND, Commonwealth of Pennsylvania, described as follows:

Great description of mortgage premises from Mortgagee Book 9

Legal Description: All that certain property situated in the TOWNSHIP of SAULT, in the  
County of CLEVELAND, and Commonwealth of PENNSYLVANIA, being described as follows: PARCELS  
128-12-15-267-21 and being more fully described in a deed dated 9/22/82, and recorded  
8/10/82, among the land records of the County and State set forth above, in Deed Book 823,  
page 341.

TOGETHER with all the buildings and improvements thereon and appurtenances thereon including all ways,  
passageways, rights, easements, privileges, easements and appurtenances whatsoever, heretofore belonging, or appertaining,  
herein called the Mortgage Premises. TO HAVE AND TO HOLD the Mortgage 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, Mortgagee 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 Mortgagee 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 Mortgagee 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 or otherwise collect such rents, issues and  
profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
profits, and the application hereof thereto, shall not cure or waive any default or holder of actual hereunder or invalidate any act  
done pursuant to such notice.

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

1. Mortgagee 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. Mortgagee 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. Mortgagee 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 amount and for such periods as Mortgagee may require, and in all  
insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate  
Mortgagee as mortgagee and shall be in a form acceptable to Mortgagee. Mortgagee hereby confer full power  
on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds  
becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the  
premises, or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
Agreement shall not extend or postpone the due date of mortgage installments due under the Loan Agreement.

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

911280 10/1/97

ORIGINAL TO
RECORDED COPY TO
RETURNED COPY TO

EXHIBIT "A"

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

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

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

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

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

IN WITNESS WHEREOF, the said Mortgagee have signed this Mortgage with sealing affixed, on the date first above written.

Signed, sealed and Delivered in the presence of:

*Robert E. Fischer*  
ROBERT E. FISCHER  
COMMONWEALTH OF PENNSYLVANIA

*Richard P. Cable* (SEAL)  
RICHARD P. CABLE (SEAL)  
*Laverne D. Cable* (SEAL)  
LAVERNE D. CABLE (SEAL)

SS.

COUNTY OF CLEARFIELD

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

the within Mortgage to be SAID act and deed, and declared the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.



*Jeanne M. Stock*  
JEANNE M. STOCK, Notary Public  
My Comm. Expires 12/31/99  
My Office is located at 1000 RESIDENCE

of Associates Consumer Discount Company, Mortgagee named

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

DEPT 15

, Pennsylvania.

WITNESS my hand, this 21 day of APRIL, 1997

*Jeanne M. Stock*

0002

Vol 1835 Page 447

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



*Karen L. Storch*  
Karen L. Storch  
Recorder of Deeds

CLEARFIELD COUNTY  
EXTENDED OF RECORD  
TIME 11:26 am 4-22-97  
BY Deane S.P.  
FEE 1.30  
Karen L. Storch, Recorder

Extended of Record 4-22-1997 / 1191 Karen L. Storch, 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 INMEDITAMENTE 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

November 26, 2003  
Page 4

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

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. Maiczan, 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

November 26, 2003  
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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

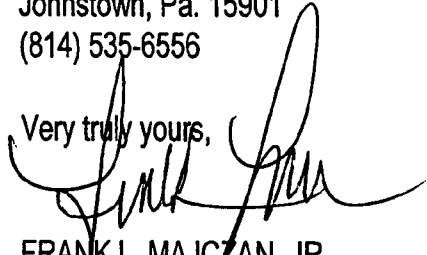
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, Pa. 15904  
888-559-2227 Ext. 108

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

CA

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

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED

APR 20 2004

William A. Shaw  
Prothonotary/Clerk of Courts

ORDER DIRECTING METHOD OF SERVICE

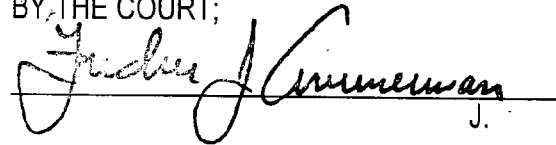
AND NOW, this 20<sup>th</sup> day of April, 2004, upon consideration of the within Motion for Alternate Service pursuant to Special Order of Court, in accordance with Pa. R.C.P. No. 430 and Local Rules of Court, it is hereby ordered and directed that the Sheriff of Clearfield County, Pennsylvania, make 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;

A handwritten signature in cursive script, reading "Frederick J. Grimmerman, Jr.", written over a horizontal line.

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

Atty Majczan

01/12/36/301  
APR 20 2004



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	:	<b>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION</b>
Plaintiff	:	NO. 04-69-CD
vs.	:	
RICHARD P. CABLE and LAVERNE D. CABLE 451 Treasure Lake DuBois, PA 15801	:	<b>CIVIL ACTION - MORTGAGE FORECLOSURE</b>
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.

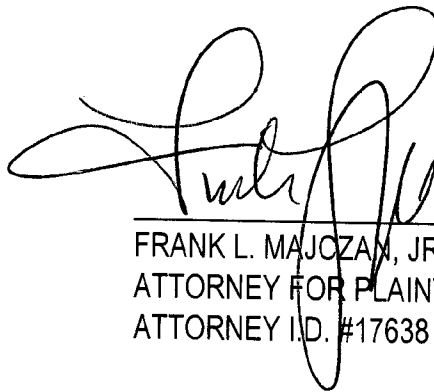
3. Plaintiff has conducted an investigation in order to determine the whereabouts of Defendants as set forth in the attached Affidavit.

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,

A handwritten signature in black ink, appearing to read 'Frank L. Majozan, Jr.', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

FRANK L. MAJOZAN, 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

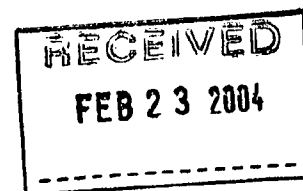
\_\_\_\_ Day Of \_\_\_\_\_ 2004

So Answers,



**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 COMPANY, 7467 New Ridge Road, Suite 200 Hanover, MD 21076	:	<b>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION</b>
Plaintiff	:	NO. 04-69-CD
vs.	:	
RICHARD P. CABLE and LAVERNE D. CABLE 451 Treasure Lake DuBois, PA 15801	:	<b>CIVIL ACTION - MORTGAGE FORECLOSURE</b>
Defendants	:	

**AFFIDAVIT OF REASONABLE INVESTIGATION**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF : SS:  
:

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.

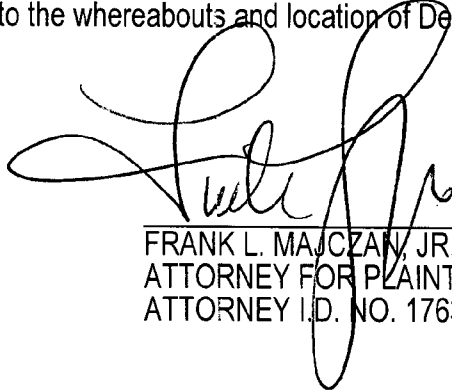
4. That he has contacted Pennsylvania Division of Motor Vehicles with respect to the location of Defendants but was unable to obtain any driver information without a Court Order due to the provisions of the Federal Driver's Privacy Protection Act.



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.

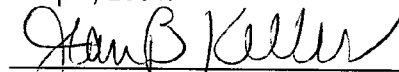
6. That he has attempted to locate persons of a similar name to Defendants.

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

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

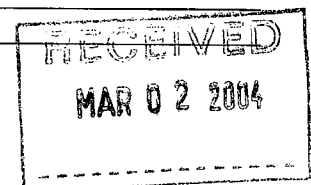
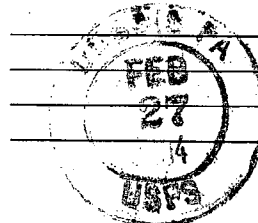


EXHIBIT "A"

**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

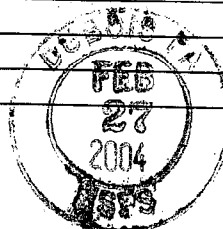
City, State, ZIP Code

**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



RECEIVED  
MAR 02 2004

DECEASED



The largest collection of family history records on the Web

[Login](#) | [Subs](#)[Home](#)[My Ancestry](#)[Search Records](#)[Family Trees](#)[Message Boards](#)[Learning Center](#)[Sho](#)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 details about birth, death, and last residence ancestors. [View more tips below.](#)

Information available to

**Refine your search of the Social Security Death Index**

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



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

EXHIBIT "B"

Date: 03/31/2004

Requested by: jag

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

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
THE BON-TON X 112163845	587C002	0802 R	0204	1,500	0 0	000000 1111111111111111XX1		I CURR	D CURR

BENFCL/HFC D 710172357468	999D69J	1001 I	0703	18,539 353	18,539 1,059	010100 32111111111111111111		J 90	F 90
------------------------------	---------	-----------	------	---------------	-----------------	--------------------------------	--	---------	---------

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

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

CBC-CREDIT LINE CLOSED BY CONSUMER

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

PRL-PROFIT AND LOSS WRITE-OFF

ASSOCIATES X 13772610226996	15BL7G4	0900 I	0601	65,718	0 0	060200 112111X111111111112111113		J CURR	F 60
--------------------------------	---------	-----------	------	--------	--------	-------------------------------------	--	-----------	---------

```

410 688 1610      T-057 P.007/013 F-925
   O      000000                      J    E
   O  111X1111111111111111111 CURR CURR

```

0 J F  
0 NDACTCURR

```

0          000000          I      H
0  X1X111X11X1      CURR CURR

```

```

0      000000      J      F
0 111111111111  CURR CURR

```

```
0      000000          J    D
0  11111111111111111111111111CURR CORR
```

```

0      000000      C      F
0  XX11111111X1111111  CURR CURR

```

0 I D  
0 NDACTCURR

```

0      000000      C      Q
0  1111111111  CURR CURR

```

0	J	F
0	CURR	CURR

	J	Q
0		
0	CURR	CURR

FSCI	15BL6SA	1096	0597	22,766
13731720301168		I		

```
0          000000                      A      B
0  111111111111111111111111CURR CURR
```

Mar-31-04 03:54pm From-Citicorp Trust Bank,fsb

410 889 1610

T-057 P.009/013 F-825

ITI 64DB002 1087 0403 4,700  
 542418054191 R

0  
0

A B  
P&L P&L

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

TBG-CANCELLED BY CREDIT GRANTOR

# INQUIRIES

INT PL RE	NAME	MTHS	INQ DATE	MEMBER NUMBER	TRADE	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

Legal/Judgements counted 01 out of 01 for 0

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



Date: 03/31/2004

Requested by: jag

File # A01 01 of 02

OR SSNO: 000-00-0000 LAVERNE D CABLE

SSNO: 000-00-0000 LAVERNE CABLE

## SUMMARY CREDIT REPORT

attn: Donna  
(610) 882-2588

ISNC: 177-36-1023 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  
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
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
HHLD BANK X 1002331083	92WL001	0802 R	1103	600	0 0			I NDACT	B CURR
CBL -NOT FOUND									
CAPITAL 1 BK X 517805213183	1DTV001	0102 R	0302	0	0 0	000000 11		I CURR	B CURR
CBC-CREDIT LINE CLOSED BY CONSUMER									
BENEFCL/HFC X 710172357468	999D69J	1001 I	0703	18,539 353	18,539 1,059	010100 32111111111111111111		J 90	F 90

MAC	2592649	0900	0204	0	13,206	J	F
) 4101401606		I		443	0	P&L	P&L
*** FLAGGED AS DUPLICATE TRADE ***							
PRL-PROFIT AND LOSS WRITE-OFF							

[illegible]

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 112111X11111111112111113CURR 60  
\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

```

BENEFCL/HFC          999D69J      0400  0202   14.934           0       000000        J     F
D       710172353972            I           0    111X1111111111111111111 CURR CURR
      *** FLAGGED AS DUPLICATE TRADE ***
CLO-CLOSED

```

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

```

GMAC          2592649      0999  1100  22,737      0      000000      J      F
X      4061154237      I      0      1111111111      CURR  CURR
CLO-CLOSED

```

GMAC	2592649	0498	1099	21,047	0	000000	M	F
X	4101492530	I			0	111111111111111111	CURR	CURR
CLO-CLOSED								

TIMBERLAND	8048001	0897	0700	5,200	0	090706	J	Q
X	50310000000316602	R			0	323223XX5X3212X15434432460		120+

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

T-057 P.003/013 F-025

**M      Q**

0 111111111111

**CURR CURR**

**NO-CLOSED**

Q

I

J	F
CURR	CURR

**REFN-REFINANCED ACCOUNT**

Q

I

J Q  
CURR CURR

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

0

I

J	F
CURR	CURR

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

**CLO-CLOSED**

①

M

J F  
CURR CURR

**CLO-CLOSED**

0

**T**

```
0          000000                                I    F  
0 x11111111111111111111111111CURR CURR
```

**CLO-CLOSED**

•

T

J	F
CURR	CURR

7

```

0          000000          I    F
0  1111111111111111X1X11X111CURR CURR

```

**CLO-CLOSED**

**F**

```

0      000200      J      B
0  31111111111111111111111111111111CURR 60

```

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

**CBC-CREDIT LINE CLOSED BY CONSUMER**

-

J	F
CURR	CURR

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

**CLO-CLOSED**

WARD/MBGA 235007C 0493 0597 1,500  
04243078180 R

REFN-REFINANCED ACCOUNT

I	Q
CURR	CURR

J	B
CURR	CURR

**CLO-CLOSED**

```
0          000000          I      B  
0  111111111111111111111111CURR CURR
```

\*\*\* FLAGGED AS DUPLICATE TRADE \*\*\*

I B  
NDACTCURR

CBL -NOT FOUND

## INQUIRIES

CNT	NAME	MTHS	LNQ	MEMBER	TRADE	TRADE	PHONE	VER	KOB
PL RE			DATE	NUMBER		ACCT NO	NUMBER		
	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					F
	HOME GOLD INC		07-02	3183558			8039962000		Q
	CREDCO		04-02	8256844			8006372422		Z

## 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

410 688 1610

T-057 P.005/013 F-925

7X  
K TIMBERLAND FEDERAL CRE 5179 CJ

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 Nearby<sup>SM</sup>](#)

[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 Nearby<sup>SM</sup>](#)

[Update/Remove this listing](#)

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

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[Address History](#) [Criminal Check!](#) [Background Check](#) [Civil Judgments?](#)

Advertisement

First Name

Last Name

State

RICHARD

CABLE

PA

Search

#### **Cable, Richard K**

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

[Email, Maps and What's Nearby<sup>SM</sup>](#)

[Update/Remove this listing](#)

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#### **Cable, Richard P**

Du Bois, PA 15801  
(814)371-6249

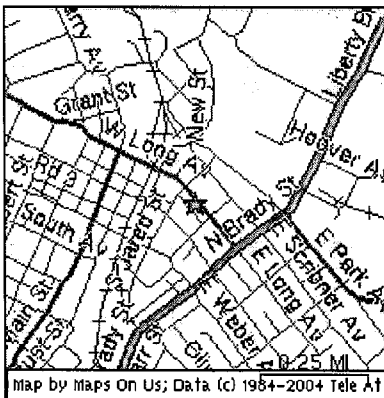
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EXHIBIT "JD"

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- [Did you go to school with Laverne D Cable](#)
- [Laverne D Cable 20 Year Address History](#)
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01/16/04  
APR 19 2004

ice  
Atty Mascan

*[Handwritten signature]*

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

vs.

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

Defendants

NO. 04-69-CD

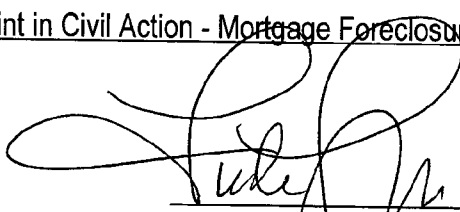
PRAECIPE FOR REINSTATEMENT

CIVIL ACTION - MORTGAGE FORECLOSURE

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 J.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

Prothonotary/Clerk of Courts

William A. Shaw

APR 29 2004

Atty pd. 7.00



FILED

10092 Reinstated

M 12:03 PM

Compl to SHH

10 11  
10 12

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

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED

MAY 07 2004

William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *LEHIGH*

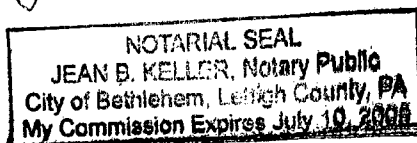
SS.:

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."

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

*Jean B. Keller*  
\_\_\_\_\_  
(NOTARY PUBLIC)

*[Signature]*  
\_\_\_\_\_  
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

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**

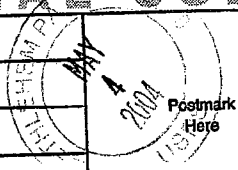
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Return Receipt Fee (Endorsement Required)		1.75
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	



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

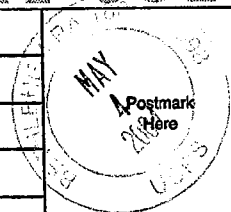
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**OFFICIAL USE**

Postage	\$	1.06
Certified Fee		2.30
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

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☐ Del. Confirmation (DC)

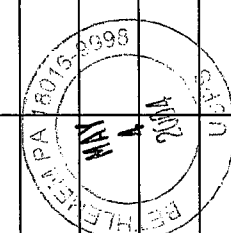
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1	CF/GRIFFIN	Dorothy P. Griffin, 6207 Chestnut Street Philadelphia, Pa. 19139	1.52	.30											
2		Robyn I. Keels, 6207 Chestnut Street Philadelphia, Pa. 19139	1.52	.30											
3	CF/REA	Kevin C. Rea, RD 2, Box 309 A2 Saltsburg, Pa. 15681	.80	.30											
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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William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket #

15072

VS.

04-69-CD

CABLE, RICHARD P. & LAVERNE D.

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,

Chester A. Hawkins  
My Marilynn  
Chester A. Hawkins  
Sheriff

**FILED**

0 2:00 PM  
MAY 19 2004 ES

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

NO. 04-69-CD

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

(x) Assess damages as follows:

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

(x) 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.

(x) 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: [Signature]  
Print Name: FRANK L. MAJOZAN 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.

[Signature]  
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

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF *Maryland*  
COUNTY OF *Baltimore*

} SS.:

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendants, 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 *21<sup>st</sup>* day  
of *June*, 2004.

*Jana Gantt*  
JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT COMPANY

CHRISTINE SMITH  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY, MD

*Christine Smith*  
NOTARY PUBLIC

Christine Smith  
My Comm. Expires  
2-14-2005

FILED

M/4/00/81  
JUN 28 2004

Any pd.  
20.00

1 cc or Notice to Defs.

  
William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Any

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

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

COPY

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: [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

[Signature]  
Prothonotary/Clerk, Civil Division

by: \_\_\_\_\_

Deputy \_\_\_\_\_

FILED

M/9:34 AM  
JUL 22 2004

to 6:00 PM  
to 5:00 PM  
to 4:00 PM

JP

William 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

vs.

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

Defendants

NO. 04-69-CD

**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 Praeipe 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

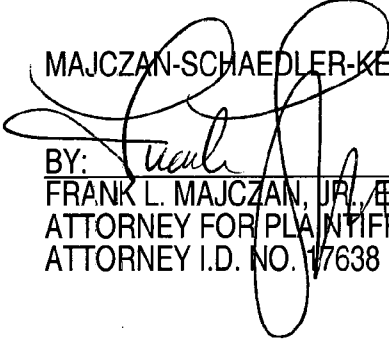
- (iv) Occupant(s)  
451 Treasure Lake  
DuBois, Pa. 15801

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-SCHAEGLER-KELLEHER

BY:   
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  
LAVERNE D. CABLE  
451 Treasure Lake  
DuBois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LEHIGH

SS.:

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 18<sup>th</sup> 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

FILED

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) Praecipe 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/dmd  
Enclosures

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



**MAJCZAN-SCHAEDELER-KELLEHER**

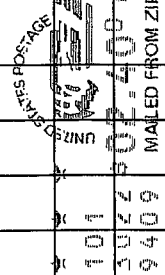
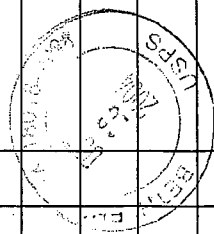
**Name and Address of Sender**  
 901 W. Lehigh Street, Suite 200  
 Bethlehem, PA 18018

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD

☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Int'l Rec. Del.  
☐ Del. Confirmation (DC)

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

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	Occupant(s), 451 Treasure Lake DuBois, Pa. 15801	.37	.30											
2		Domestic Relations Office, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
3		Child Support Enforcement Agency, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
4		Tax Claim Bureau, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
5		Timberland Federal Credit Union, 821 Beaver Drive DuBois, Pa. 15801	.37	.30											
6		Beneficial Consumer Discount Company, 90 Beaver Drive, #114C DuBois, Pa. 15801	.37	.30											
7		Richard P. Cable, 451 Treasure Lake DuBois, Pa. 15801	.60	.30											
8		Laverne D. Cable, 451 Treasure Lake DuBois, Pa. 15801	.60	.30											
9															
10															
11															
12															
13															
14															
15															



Total Number of Pieces Listed by Sender: **8**

Total Number of Pieces Received at Post Office: **8**

Postmaster, Per (Name of receiving employee): *Rabe*

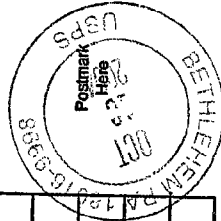
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum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

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



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

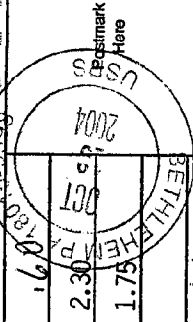
2002 4424 2000 0101 E002

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



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

2002 4424 2000 0101 E002

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

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED NO CC  
mjb:5984  
OCT 21 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

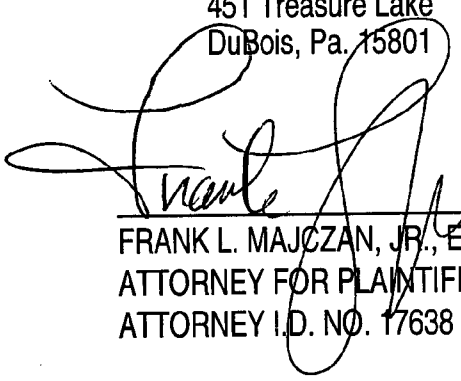
Domestic Relations Office  
Clearfield County Courthouse  
230 East Market Street, Third Floor  
Clearfield, PA 16830

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

Tax Claim Bureau  
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. MAJCAN, 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:dmd  
Enclosure

FOUNDED AS BUTTERFIELD & JOACHIM  
FIRST CLASS MAIL PERMIT NO. 1000 BETHLEHEM, PA. 18018  
Postage and Fees Guaranteed by the United States Postal Service  
© 1994-1999 Thomas G. Butterfield, Jr. (1914-1999) 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.

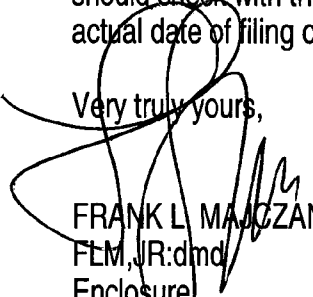
The record indicates that you have two (2) liens against this property as follows:

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  
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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**

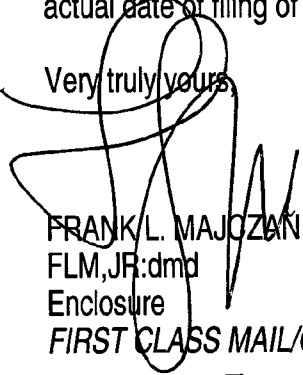
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You may have an interest in this property by virtue of any spousal and/or child support arrearages against the above individual.

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

**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**

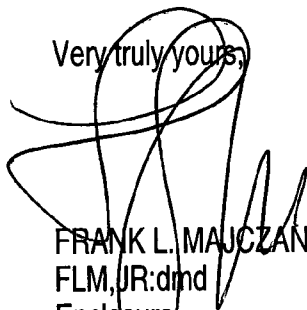
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You may have an interest in this property by virtue of any child support arrearages against the above individual.

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*  
*and William B. Joachim, Jr. (1918-2002)*

FIRST CLASS MAIL PERMIT NO. 100 CLEARFIELD, PA 16830

**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**

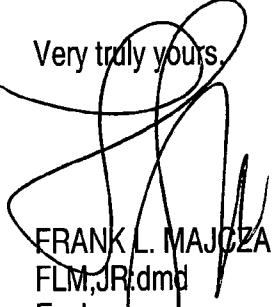
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You may have a lien against this property for delinquent real estate taxes.

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:dmd  
Enclosure

**FIRST CLASS MAIL/CERTIFICATE OF MAILING**

FOUNDED BY 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.

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You may have an interest in this property.

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

Very truly yours,



FRANK L. MAJCZAN, JR.

FLM, JR.:dmd  
Enclosure

**FIRST CLASS MAIL/CERTIFICATE OF MAILING**

FOUNDED BY BUTTERFIELD & JOACHIM  
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**

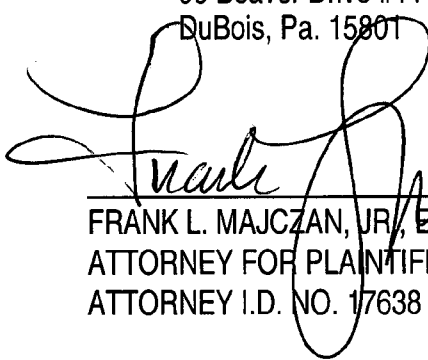
**SUPPLEMENTAL CERTIFICATE OF MAILING NOTICE**

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

**FILED** <sup>E6K</sup>  
<sup>NO</sup>  
m/j: 3/6/04 <sup>CC</sup>  
OCT 25 2004

**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**

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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

FOUNDED AS BUTTERFIELD & JOACHIM

Thomas E. Butterfield, Jr. (1914-1996) 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 20, 2004

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

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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. (1914-1996) 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

**MAJAZAN-SCHAEULEM-KELLEHER**  
**901 W. Lehigh Street, Suite 200**  
**Bethlehem, PA 18018**

**Name and Address of Sender**

**Check type of Mail:**  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD

**Return Receipt (RR) for Merchandise**  
☐ Certified  
☐ Int'l Rec. Del.  
☐ Del. Confirmation (DC)

**If Registered Mail, check below:**  
☐ Insured  
☐ Not Insured

ATMX stamp here if issued as certificate of mailing, or for additional copies of this bill. **Postmark and Date of Receipt**

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	37												
2		Timberland Federal Credit Union, 821 Beaver Drive DuBois, Pa. 15801	37												
3															
4															
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174  
 3032  
 9547  
 PB9459937  
 OCT 20 04  
 MAILED FROM ZIP CODE 18015



Postmaster, Pay (Name of receiving employee)

Total Number of Pieces Received at Post Office

Total Number of Pieces Listed by Sender

*[Signature]*

1000

2

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 documentary 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.

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**

04/05/2005  
APR 05 2005 (64)

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 #70023150000078546259 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 #70023150000078546266 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


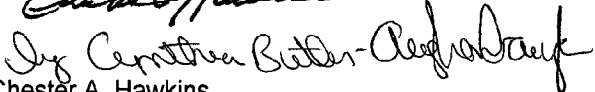
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
  
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**

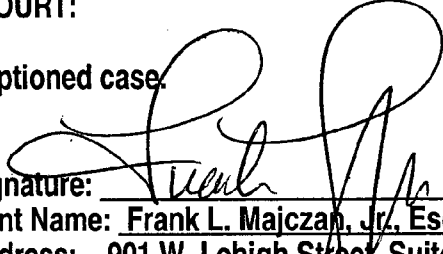
**TO THE PROTHONOTARY/CLERK OF SAID COURT:**

Issue writ of execution in the above captioned case.

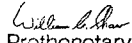
**DATE:** July 19, 2004

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

JUL 22 2004

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

Attest.

  
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

  
Prothonotary/Clerk, Civil Division

by:

Deputy

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

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
<b>TOTAL SHERIFF COSTS</b>	<b>233.19</b>

## **DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	1,089.92
<b>TOTAL DEED COSTS</b>	<b>1,118.42</b>

## **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	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>84,341.91</b>

## **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	

<b>TOTAL COSTS</b>	<b>7,936.78</b>
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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
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**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	4,675.46
DUE	
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

**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 opaco permits.

1. Article Addressed to:

Laverne D. Cable  
451 Treasure Lake  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
*Laverne D. Cable* Addressee

B. Received by (Printed Name) ☐ Date of Delivery  
*L D Cable*

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

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7002 3150 0000 7854 6266

PS Form 3811, August 2001

Domestic Return Receipt

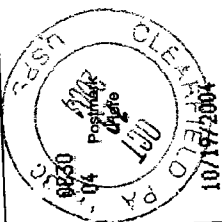
102595-02-M-1540

**U.S. Postal Service<sup>TM</sup>  
CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
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**OFFICIAL USE**  
DU 8019 PA 15801

Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.65



Sent To Laverne D. Cable  
Street, Apt. No., 451 Treasure Lake  
or PO Box No.  
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

9929 7592 0000 051E 2001

**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:

Richard P. Cable  
451 Treasure Lake  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Richard P. Cable ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Richard P. Cable C. Date of Delivery 10/19/2006
- 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 ☐ No

2. Article Number  
(Transfer from service label)

7002 3150 0000 7854 6259

PS Form 3811, August 2001

Domestic Return Receipt

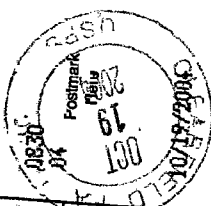
102595-02-M-1540

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**OFFICIAL USE**  
DUBOIS PA 15801

Postage	\$ 40.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.65



Sent To

Richard P. Cable  
Street, Apt. No., or PO Box No. 451 Treasure Lake  
City, State, ZIP+4 DuBois, PA 15801

See Reverse for Instructions

6529 4582 0000 057E 2002