

04-247-CD  
ASSOCIATES CONSUMER DISCOUNT COMPANY vs. CRISSTIE T. RHUE

Associates Consumer Disc. Vs Chrissie Rhue  
2004-247-CD

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

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

Plaintiff

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-49

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.

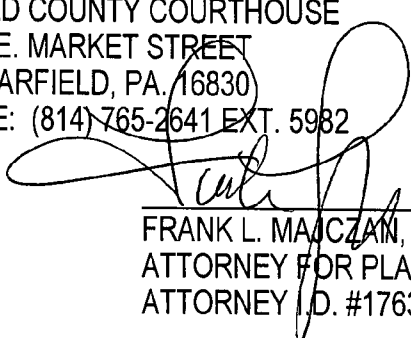
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL  
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

**FILED**

FEB 20 2004

William A. Shaw  
Prothonotary

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

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

Attorney for Plaintiff

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

Plaintiff

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

: 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. Defendant, Crissie I. Rhue, Mortgagor and Owner of property located in Burnside Township, Clearfield County, Pennsylvania, is an adult individual whose last known address is 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724.

3. Title to the mortgaged premises is vested in Defendant, Crissie I. Rhue, by virtue of the death of Defendant's husband, Raymond E. Rhue, who departed this life on October 23, 2002 whereupon his interest vested absolutely in Defendant, Crissie I. Rhue, by operation of law.

4. On December 31, 1998, Defendant and Raymond E. Rhue, now deceased, made, executed and delivered a Note secured by a Mortgage executed by Defendant and Raymond E. Rhue, now deceased, upon premises hereinafter described, to Plaintiff in the amount of Thirty-Two Thousand Two Hundred Thirty-One and 09/100 (\$32,231.09) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #199900134. A copy of said Mortgage is attached hereto, marked Exhibit "A", and is intended to become a part hereof.

5. Said Mortgage has not been assigned.

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

***SEE EXHIBIT "B" ATTACHED HERETO***

7. Defendant is in default under the terms of said Mortgage in that she has failed to make full payments from August, 2003, to the present, pursuant to said Mortgage as outlined in Paragraph Ten (10) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

8. Notice was mailed to Defendant 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 January 13, 2004. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

9. 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.

10. The following amounts are due on account of said Mortgage as of February 17, 2004:

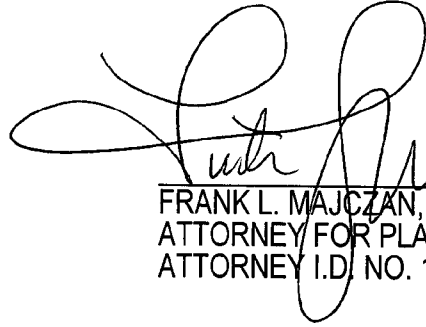
Principal of Mortgage debt due and unpaid -----	\$26,918.86
Interest up to and including 2/17/04-----	\$ 1,611.00
(Each day add Eight and 95/100 (\$8.95)	
Dollars after February 17, 2004)	
Prior Interest charges-----	\$ 823.40
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Ten	
(10%) percent of the principal) -----	\$ 2,691.89
TOTAL	<u>\$32,270.15</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 Defendant, pursuant to this Complaint, in the amount of Thirty-Two Thousand Two Hundred Seventy and 15/100 Dollars (\$32,270.15), together with interest at the contract rate of Eight and 29/100 (\$8.95) per diem from February 17,

2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: FEBRUARY 17, 2004

A handwritten signature in black ink, appearing to read 'Frank L. Majczan, Jr.', is written over a horizontal line.

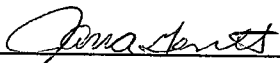
FRANK L. MAJCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. NO. 17638

## VERIFICATION

I, Jana Gantt, Foreclosure Analyst, of  
ASSOCIATES CONSUMER DISCOUNT COMPANY, hereby verify that  
the statements made in the Complaint in Mortgage Foreclosure are true and correct to the best of  
my knowledge, information and belief.

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

DATED: 2/17/04

  
\_\_\_\_\_  
Jana Gantt, Foreclosure Analyst

# MORTGAGE

This Mortgage, entered into this 31 day of DECEMBER, 1998, between RAYMOND E. RHUE and CRISSIE L. RHUE of BURNSIDE TOWNSHIP  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 3014 PLEASANT VALLEY BLVD., ALTOONA Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of \$ 32,231.09, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN BURNSIDE TOWNSHIP BEING KNOWN AS RD 2 BOX 241 AND BEING MORE FULLY DESCRIBED IN DEED BOOK 882 PAGE 478 RECORDED ON 04/14/1983 AMONG THE LAND RECORDS OF CLEARFIELD COUNTY, PA.

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

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

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

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

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

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



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

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

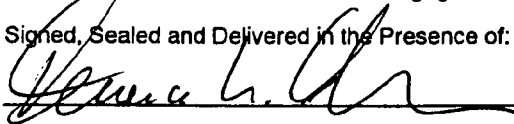
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by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

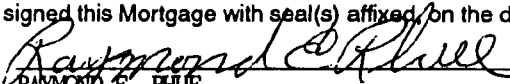
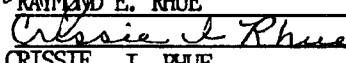
BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary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

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

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

Signed, Sealed and Delivered in the Presence of:



  
RAYMOND E. RHUE (SEAL)  
  
CRISSIE I. RHUE (SEAL)

COMMONWEALTH OF PENNSYLVANIA

} SS.

COUNTY OF CLEARFIELD

On this 31ST day of DECEMBER, 1998, before me, a Notary Public, came RAYMOND E. & CRISSIE I. RHUE, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

CERTIFICATE OF RESIDENCE

I, TERRENCE W. ANDERSON of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 3014 PLEASANT VALLEY BLVD.

ALTOONA, Pennsylvania.

WITNESS my hand, this 31 day of DECEMBER.

\_\_\_\_\_  
Agent of Mortgagee

# Loan Agreement

LENDER:  
ASSOCIATES CONSUMER DISCOUNT COMPANY

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

5313 3014 PLEASANT VALLEY BLVDALTOONA		PENNSYLVANIA	
BRANCH CODE	STREET ADDRESS, CITY AND STATE	LOAN DATE	FINANCIAL PAYMENT DATE
0204240	10	12/31/98	01/10/14
BORROWER		FINANCIAL FEE PAID BY BORROWER (1)	
RHUE, RAYMOND E		\$ .00	
RR 2 BOX 241		LOAN FEE (2)	INTEREST (3)
CHERRY TREE		2150.74	37927.75
PA 15724-9214		(1)-(2)-(3)-(4) ← FINANCE CHARGE	
		40078.49	
		CREDIT LIFE INS. PREM.	CREDIT ADJ. INS. PREM.
		\$ .00	\$ .00
		AMOUNT FINANCED (5)	TOTAL OF PAYMENTS (4)-(5)
		30080.35	70158.84
CO-BORROWER (SPOUSE)		PRINCIPAL BALANCE (1)-(2)-(3)	FIRST PAYMENT DATE
RHUE, CRISSIE I		32231.09	02/10/99

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

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

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

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

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

\$ 432.97 beginning on 02/10/99; followed by \$ 389.53 beginning on 03/10/99; followed by \$ .00 beginning on 00/00/00; followed by \$ .00 beginning on 00/00/00; followed by \$ .00 on 00/00/00.

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

FIXED RATE: ☒ The Agreed Rate of Interest on my loan is 12.13 % per annum.

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

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

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

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

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

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

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

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

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

AFTER  
MATURITY  
INTEREST

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

DEFAULT

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

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

ATTORNEY  
FEES

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

BAD CHECK  
CHARGE

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

PREPAYMENT

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

DELAY IN  
ENFORCEMENT

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

SECURITY  
FOR THIS  
LOAN

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

ARBITRATION

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


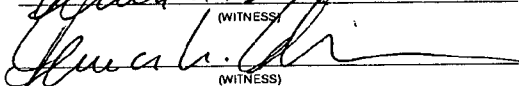
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

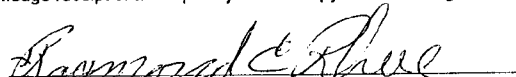
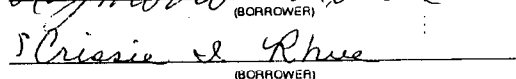
NOTICE

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

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

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

  
(WITNESS)  
  
(WITNESS)

  
(BORROWER)  
  
(BORROWER)

### **DESCRIPTION**

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North 42 ½ degrees East two hundred one (201) feet to a post; thence South 47 ½ degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 ½ degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

**EXHIBIT "B"**

(610) 317-0778

FRANK L. MAJCAN, 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 PROGRAMA

Estate of Raymond E. Rhue, Deceased  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Crissie I. Rhue  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

January 13, 2004  
Page 2

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): ESTATE OF RAYMOND E. RHUE AND CRISSIE I. RHUE  
PROPERTY ADDRESS: 3964 STIFFLER HILL ROAD, BURNSIDE TOWNSHIP  
CLEARFIELD COUNTY, CHERRY TREE, PENNSYLVANIA 15724  
LOAN ACCT. NO.: 20-0051-0221100  
ORIGINAL LENDER: ASSOCIATES CONSUMER DISCOUNT COMPANY  
CURRENT LENDER/SERVICER: ASSOCIATES CONSUMER DISCOUNT COMPANY

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

Estate of Raymond E. Rhue, Deceased  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Crissie I. Rhue  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

January 13, 2004  
Page 3

**NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one (1) face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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Cherry Tree, Pa. 15724

January 13, 2004  
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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 3964 STIFFLER HILL ROAD, BURNSIDE TOWNSHIP, CLEARFIELD COUNTY, CHERRY TREE, PENNSYLVANIA 15724 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 \$192.18 AND REGULAR MONTHLY PAYMENTS OF \$389.53 FOR 09/03 THROUGH AND INCLUDING 01/04 (5 PAYMENTS) SUBTOTALING \$1,947.65;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00

**TOTAL AMOUNT PAST DUE:** \$2,364.83

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,364.83**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME



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January 13, 2004  
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**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.

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.

Estate of Raymond E. Rhue, Deceased  
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Cherry Tree, Pa. 15724

Crissie I. Rhue  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

January 13, 2004:  
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**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**  
**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.

Estate of Raymond E. Rhue, Deceased  
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January 13, 2004.  
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**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.

● 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

Estate of Raymond E. Rhue, Deceased  
3964 Stiffler Hill Road  
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Crissie I. Rhue  
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January 13, 2004  
Page 8

CLEARFIELD COUNTY

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

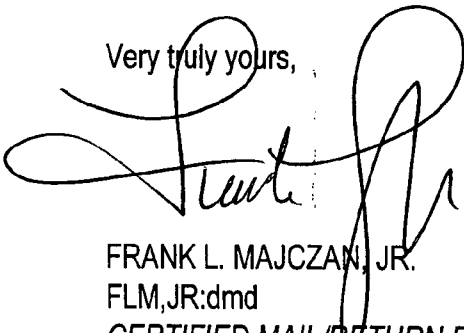
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, Pa. 15904  
888-559-2227 Ext. 108

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

7 June 04 Document  
Reinstated / ~~Reinstated~~ to Sheriff / ~~Attorney~~  
for service.  
  
Deputy Prothonotary

William A. Shaw  
Prothonotary

FILED  
m. 1:31 PM acct-shf  
FEB 20 2004

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

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket #

15217

VS.

04-247-CD

RHUE, CRISSIE I.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW APRIL 12, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
"NOT SERVED, TIME EXPIRED" AS TO CRISSIE I. RHUE, DEFENDANT. SEVERAL  
ATTEMPTS, NOT HOME.

**Return Costs**

Cost	Description
95.00	SHERIFF HAWKINS PAID BY: <i>atty</i>
10.00	SURCHARGE PAID BY: ATTY CK# 4026

Sworn to Before Me This

*22nd* Day Of *April* 2004  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harn*  
Chester A. Hawkins  
Sheriff

**FILED**

APR 22 2004

*0/2:25 p.m.*

William A. Shaw  
Prothonotary

*no cc*

*gkr*

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO.

04-247-4

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.

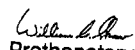
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

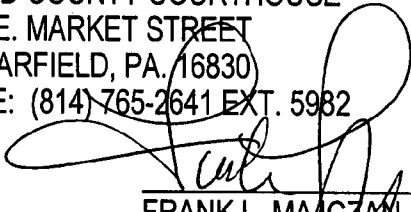
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
200 E. MARKET STREET  
CLEARFIELD, PA. 16830  
TELEPHONE: (814) 765-2641 EXT. 5982

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

FEB 20 2004

Attest.

  
Prothonotary/  
Clerk of Courts

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

**Attorney for Plaintiff**

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

NO.

CIVIL ACTION - MORTGAGE FORECLOSURE

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. Defendant, Crissie I. Rhue, Mortgagor and Owner of property located in Burnside Township, Clearfield County, Pennsylvania, is an adult individual whose last known address is 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724.

3. Title to the mortgaged premises is vested in Defendant, Crissie I. Rhue, by virtue of the death of Defendant's husband, Raymond E. Rhue, who departed this life on October 23, 2002 whereupon his interest vested absolutely in Defendant, Crissie I. Rhue, by operation of law.

4. On December 31, 1998, Defendant and Raymond E. Rhue, now deceased, made, executed and delivered a Note secured by a Mortgage executed by Defendant and Raymond E. Rhue, now deceased, upon premises hereinafter described, to Plaintiff in the amount of Thirty-Two Thousand Two Hundred Thirty-One and 09/100 (\$32,231.09) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #199900134. A copy of said Mortgage is attached hereto, marked Exhibit "A", and is intended to become a part hereof.

5. Said Mortgage has not been assigned.

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

***SEE EXHIBIT "B" ATTACHED HERETO***

7. Defendant is in default under the terms of said Mortgage in that she has failed to make full payments from August, 2003, to the present, pursuant to said Mortgage as outlined in Paragraph Ten (10) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

2. Defendant, Crissie I. Rhue, Mortgagor and Owner of property located in Burnside Township, Clearfield County, Pennsylvania, is an adult individual whose last known address is 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724.

3. Title to the mortgaged premises is vested in Defendant, Crissie I. Rhue, by virtue of the death of Defendant's husband, Raymond E. Rhue, who departed this life on October 23, 2002 whereupon his interest vested absolutely in Defendant, Crissie I. Rhue, by operation of law.

4. On December 31, 1998, Defendant and Raymond E. Rhue, now deceased, made, executed and delivered a Note secured by a Mortgage executed by Defendant and Raymond E. Rhue, now deceased, upon premises hereinafter described, to Plaintiff in the amount of Thirty-Two Thousand Two Hundred Thirty-One and 09/100 (\$32,231.09) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #199900134. A copy of said Mortgage is attached hereto, marked Exhibit "A", and is intended to become a part hereof.

5. Said Mortgage has not been assigned.

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

***SEE EXHIBIT "B" ATTACHED HERETO***

7. Defendant is in default under the terms of said Mortgage in that she has failed to make full payments from August, 2003, to the present, pursuant to said Mortgage as outlined in Paragraph Ten (10) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

8. Notice was mailed to Defendant 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 January 13, 2004. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

9. 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.

10. The following amounts are due on account of said Mortgage as of February 17, 2004:

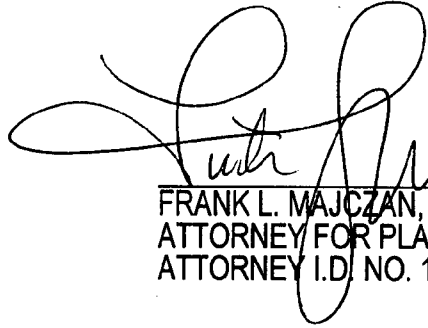
Principal of Mortgage debt due and unpaid -----	\$26,918.86
Interest up to and including 2/17/04-----	\$ 1,611.00
(Each day add Eight and 95/100 (\$8.95)	
Dollars after February 17, 2004)	
Prior Interest charges-----	\$ 823.40
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Ten	
(10%) percent of the principal) -----	\$ 2,691.89
TOTAL	<u>\$32,270.15</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 Defendant, pursuant to this Complaint, in the amount of Thirty-Two Thousand Two Hundred Seventy and 15/100 Dollars (\$32,270.15), together with interest at the contract rate of Eight and 29/100 (\$8.95) per diem from February 17,

2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: FEBRUARY 17, 2004

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

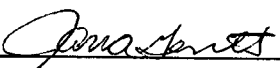
FRANK L. MAJCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. NO. 17638

## VERIFICATION

I, Jana Gantt, Foreclosure Analyst, of  
ASSOCIATES CONSUMER DISCOUNT COMPANY, hereby verify that  
the statements made in the Complaint in Mortgage Foreclosure are true and correct to the best of  
my knowledge, information and belief.

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

DATED: 2/17/04

  
\_\_\_\_\_  
Jana Gantt, Foreclosure Analyst

# MORTGAGE

This Mortgage, entered into this 31 day of DECEMBER, 1998, between RAYMOND E. RHUE and CRISSIE I. RHUE of BURNSIDE TOWNSHIP  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 3014 PLEASANT VALLEY BLVD., ALTOONA, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of \$ 32,231.09, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN BURNSIDE TOWNSHIP BEING KNOWN AS RD 2 BOX 241 AND BEING MORE FULLY DESCRIBED IN DEED BOOK 882 PAGE 478 RECORDED ON 04/14/1983 AMONG THE LAND RECORDS OF CLEARFIELD COUNTY, PA.

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

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

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

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

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

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

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

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

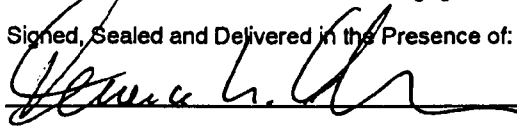
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by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

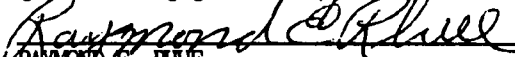

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary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

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

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

Signed, Sealed and Delivered in the Presence of:



  
RAYMOND E. RHUE  
  
CRISSIE I. RHUE

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

} SS.

On this 31ST day of DECEMBER, 1998, before me, a Notary Public, came RAYMOND E. & CRISSIE I. RHUE, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

CERTIFICATE OF RESIDENCE

I, TERRENCE W. ANDERSON of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 3014 PLEASANT VALLEY BLVD.

ALTOONA, Pennsylvania.

WITNESS my hand, this 31 day of DECEMBER.

\_\_\_\_\_  
Agent of Mortgagee

# Loan Agreement

LENDER:  
ASSOCIATES CONSUMER DISCOUNT COMPANY

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

BRANCH CODE		STREET ADDRESS, CITY AND STATE		LOAN DATE		FINAL PAYMENT DATE		BROKER FEE PAID BY BORROWER (1)			
0204240		10		12/31/98		01/10/14		\$ .00			
BORROWER				FEES				LOAN FEE (2)		INTEREST (3)	
RHUE, RAYMOND E				327.85				2150.74		37927.75	
RR 2 BOX 241				CREDIT LIFE INS. PREM				CREDIT ADJ. INS. PREM		(1)+(2)+(3)+(4) ← FINANCE CHARGE	
CHERRY TREE				\$.00				\$.00		40078.49	
PA 15724-9214				AMOUNT FINANCED (5)				TOTAL OF PAYMENTS (4)+(5)			
				30080.35				70158.84			
CO-BORROWER (SPOUSE)				PRINCIPAL BALANCE (1)+(2)+(3)				FIRST PAYMENT DATE			
RHUE, CRISSIE I				32231.09				02/10/99			

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

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

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

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

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

\$ 432.97 beginning on 02/10/99; followed by \$ 389.53 beginning on 03/10/99; followed by \$ .00 beginning on 00/00/00; followed by \$ .00 beginning on 00/00/00; followed by \$ .00 on 00/00/00.

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

**FIXED RATE:** ☒ The Agreed Rate of Interest on my loan is 12.13 % per annum.

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

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

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

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

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

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

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

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

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



**AFTER  
MATURITY  
INTEREST**

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

**DEFAULT**

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

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

**ATTORNEY  
FEES**

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

**BAD CHECK  
CHARGE**

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

**PREPAYMENT**

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

**DELAY IN  
ENFORCEMENT**

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

**SECURITY  
FOR THIS  
LOAN**

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

**ARBITRATION**

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


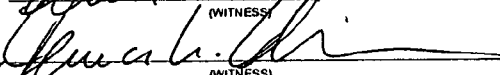
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.


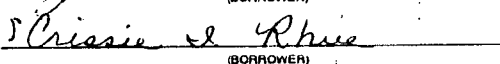
**NOTICE**

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

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

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

  
(WITNESS)  
  
(WITNESS)

  
(BORROWER)  
  
(BORROWER)

### **DESCRIPTION**

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North 42 ½ degrees East two hundred one (201) feet to a post; thence South 47 ½ degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 ½ degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

**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 PROGRAMA

Estate of Raymond E. Rhue, Deceased  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Crissie I. Rhue  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

January 13, 2004  
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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): ESTATE OF RAYMOND E. RHUE AND CRISSIE I. RHUE  
PROPERTY ADDRESS: 3964 STIFFLER HILL ROAD, BURNSIDE TOWNSHIP  
CLEARFIELD COUNTY, CHERRY TREE, PENNSYLVANIA 15724  
LOAN ACCT. NO.: 20-0051-0221100  
ORIGINAL LENDER: ASSOCIATES CONSUMER DISCOUNT COMPANY  
CURRENT LENDER/SERVICER: ASSOCIATES CONSUMER DISCOUNT COMPANY

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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**NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one (1) face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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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 3964 STIFFLER HILL ROAD, BURNSIDE TOWNSHIP, CLEARFIELD COUNTY, CHERRY TREE, PENNSYLVANIA 15724 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 \$192.18 AND REGULAR MONTHLY PAYMENTS OF \$389.53 FOR 09/03 THROUGH AND INCLUDING 01/04 (5 PAYMENTS) SUBTOTALING \$1,947.65;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00

**TOTAL AMOUNT PAST DUE:** \$2,364.83

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,364.83**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME

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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.

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.

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**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  
**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.



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Cherry Tree, Pa. 15724

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**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.

● 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

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CLEARFIELD COUNTY

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

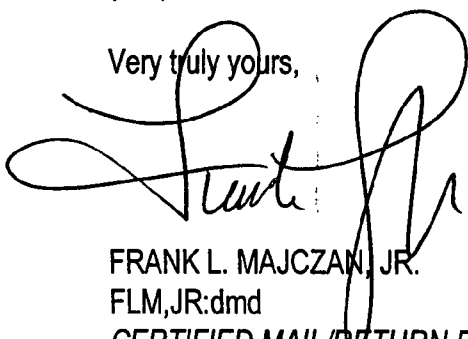
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, Pa. 15904  
888-559-2227 Ext. 108

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

OX

William A. Shaw  
Prothonotary/Clerk of Courts

**Attorney for Plaintiff**

1. A Complaint in Civil Action - Mortgage Foreclosure, as captioned above, was filed in the Office of the Prothonotary of Clearfield County, on February 20, 2004, relating to real property located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724.

2. This action is based upon a default in payments under a Mortgage executed by the Defendant, Crissie I. Rhue, and Raymond E. Rhue, her husband, dated December 31, 1998. A copy of that Mortgage is marked Exhibit "A" and attached hereto.

3. The said Raymond E. Rhue died on October 23, 2002, and thereafter, title to the subject real property vested solely and absolutely in the Defendant, Crissie I. Rhue, by operation of law.

4 At the time of the filing of the Complaint in this action, Plaintiff, through its counsel, submitted an Order for Service to the Office of the Sheriff of Clearfield County, requesting service of the Complaint in Mortgage Foreclosure upon the Defendant, Crissie I. Rhue, at 3964 Stiffler Hill Road, Cherry Tree, PA 15724. A copy of that Order for Service is marked Exhibit "B" and attached hereto.

5. On or about April 16, 2004, the Plaintiff was informed by the Office of the Sheriff of Clearfield County that service of the Complaint was not effected on the Defendant, Crissie I. Rhue. A copy of the Sheriff Returns, dated April 12, 2004, marked "NOT SERVED - TIME EXPIRED" as to Defendant, Crissie I. Rhue, is marked Exhibit "C" and attached hereto.

6. That he has contacted the Credit Bureau and obtained a credit report on Defendant, Crissie I. Rhue, listing her address as 3964 Stiffler Hill Road, Cherry Tree, PA 15724. A copy of the credit report is marked Exhibit "D" and attached hereto.

7. Plaintiff, through its counsel, has conducted a good-faith and reasonable investigation in order to determine the present whereabouts of Defendant, Crissie I. Rhue, in accordance with the Pennsylvania Rules of Civil Procedure, as set forth in the attached Affidavit, marked Exhibit "E."

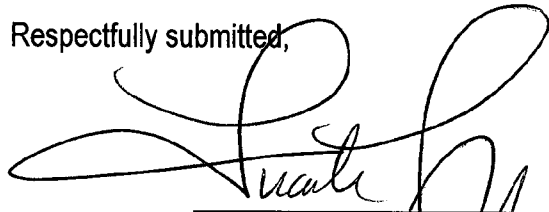
8. Notwithstanding the investigation as set forth in the attached Affidavit, Plaintiff and its counsel have not been able to discover any additional information as to the whereabouts and location of the Defendant, Crissie I. Rhue.

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 the Defendant, Crissie I. Rhue, by posting a copy of the Complaint upon the most public part of the premises located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724; and Plaintiff is ordered to make service of the Complaint in Civil Action - Mortgage Foreclosure upon the Defendant, Crissie I. Rhue, by mailing a copy of the Complaint by Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be completed upon mailing) to Defendant, Crissie I. Rhue, at the property address and her last known address of 3964 Stiffler Hill Road, Cherry Tree, PA 15724.

And further, that in the event this case should be reduced to final judgment in favor of the Plaintiff and execution shall be issued, service upon the Defendant, Crissie I. Rhue, pursuant to Rule 3129.2(c)(1)(C) shall be effected by mailing copies of the required Notices to the Defendant, Crissie I. Rhue, at her last known address by Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be complete 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 located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724, and by publication by the Sheriff pursuant to Pennsylvania Rules of Civil Procedure 3129.2(d), and the above-mentioned methods of service shall constitute good and sufficient service pursuant to Pennsylvania Rules of Civil Procedure 430 and Local Rules of Court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank L. Majczan, Jr.', is written over a horizontal line.

FRANK L. MAJCZAN, JR., ESQUIRE  
Majczan-Schaedler-Kelleher  
Attorney for Plaintiff  
901 West Lehigh Street - Suite 200  
Bethlehem, PA 18018  
(610) 882-2111

Date: April 30, 2004

# MORTGAGE

This Mortgage, entered into this 31 day of DECEMBER, 1998, between  
RAYMOND E. RHUE and CRISSIE J. RHUE  
of BURNSIDE TOWNSHIP  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 3014 PLEASANT VALLEY BLVD., ALTOONA Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of \$ 32,231.09, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN BURNSIDE TOWNSHIP BEING KNOWN AS RD 2 BOX 241 AND BEING MORE FULLY DESCRIBED IN DEED BOOK 882 PAGE 478 RECORDED ON 04/14/1983 AMONG THE LAND RECORDS OF CLEARFIELD COUNTY, PA.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

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

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

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

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

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

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

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

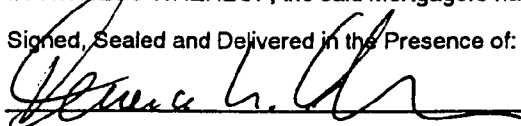
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by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

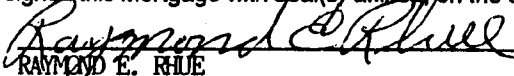
BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary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

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

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

Signed, Sealed and Delivered in the Presence of:

  
RAYMOND E. RHUE

  
RAYMOND E. RHUE

(SEAL)

  
CRISSIE I. RHUE

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

} SS.

COUNTY OF CLEARFIELD

On this 31ST day of DECEMBER, 1998, before me, a Notary Public, came RAYMOND E. & CRISSIE I. RHUE, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

CERTIFICATE OF RESIDENCE

I, TERRENCE W. ANDERSON of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 3014 PLEASANT VALLEY BLVD.

ALTOONA, Pennsylvania.

WITNESS my hand, this 31 day of DECEMBER.



# Loan Agreement

LENDER:  
ASSOCIATES CONSUMER DISCOUNT COMPANY

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

5313 3014 PLEASANT VALLEY BLVDALTOONA

PENNSYLVANIA

BRANCH CODE, STREET ADDRESS, CITY AND STATE		LOAN DATE		FINAL PAYMENT DATE		BROKER FEE PAID BY BORROWER (1)			
0204240 10		12/31/98		01/10/14		\$ .00			
BORROWER		FEES		LOAN FEE (2)		INTEREST (3)		(1)+(2)+(3)+(4) FINANCE CHARGE	
RHUE, RAYMOND E		327.85		2150.74		37927.75		40078.49	
RR 2 BOX 241		CREDIT LIFE INS. PREM		CREDIT INSUR. PREM				AMOUNT FINANCED (5)	
CHERRY TREE		\$ .00		\$ .00				30080.35	
PA 15724-9214		PRINCIPAL BALANCE (1)-(2)-(3)						TOTAL OF PAYMENTS (1)-(5)	
		\$ .00		32231.09				70158.84	
CO-BORROWER (SPOUSE)		CO-BORROWER (NON-SPOUSE)						FIRST PAYMENT DATE	
RHUE, CRISSIE I								02/10/99	

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

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

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

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

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

\$ 432.97 beginning on 02/10/99 ; followed by \$ 389.53 beginning on 03/10/99 ; followed by \$ .00 beginning on 00/00/00 ; followed by \$ .00 beginning on 00/00/00 ; followed by \$ .00 on 00/00/00 .

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

FIXED RATE: ☒ The Agreed Rate of Interest on my loan is 12.13 % per annum.

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

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

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

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

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

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

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

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

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

**AFTER  
MATURITY  
INTEREST**

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

**DEFAULT**

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

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

**ATTORNEY  
FEES**

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

**BAD CHECK  
CHARGE**

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

**PREPAYMENT**

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

**DELAY IN  
ENFORCEMENT**

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

**SECURITY  
FOR THIS  
LOAN**

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

**ARBITRATION**

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

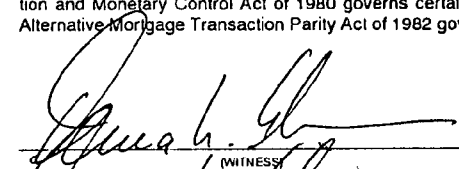
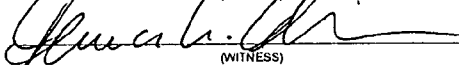
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.


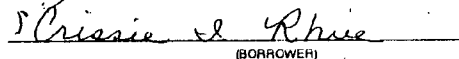
**NOTICE**

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

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

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

  
(WITNESS)  
  
(WITNESS)

  
(BORROWER)  
  
(BORROWER)

### **DESCRIPTION**

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North 42 ½ degrees East two hundred one (201) feet to a post; thence South 47 ½ degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 ½ degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

**EXHIBIT "B"**

ORDER FOR SERVICE

DATE 2/17/04

TERM \_\_\_\_\_

ALL INFORMATION & ADVANCE COSTS MUST BE SUPPLIED BY ATTORNEY BEFORE SERVICE CAN BE MADE.

TO: OFFICE OF THE SHERIFF  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PA 16830  
(814) 765-2641

FROM: (ATTORNEY'S NAME, ADDRESS, PHONE #)  
FRANK L. MAJCAN, JR., ESQUIRE  
3644 ROUTE 378, SUITE A  
BETHLEHEM, PA 18015  
(610) 317-0778

CASE CAPTION:

TYPE OF PAPER:

ASSOCIATES CONSUMER DISCOUNT COMPANY  
Plaintiff

VS.

WRIT OF \_\_\_\_\_  
REINSTATED \_\_\_\_\_  
REISSUED \_\_\_\_\_  
COMPLAINT IN MORTGAGE FORECLOSURE  
SUMMONS IN \_\_\_\_\_  
OTHER \_\_\_\_\_  
DEPOSIT \$75.00 AND \$20 SURCHARGE

CRISSIE I. RHUE

Defendants

SERVICE TO BE MADE ON : CRISSIE I. RHUE

ADDRESS WHERE SERVICE CAN BE MADE 3964 STIFFLER HILL ROAD, CHERRY TREE, PA 15724  
(MUST INCLUDE ZIP CODE; NO BOX #S)

SPECIAL INSTRUCTIONS: I.E. DEPUTIZED SERVICE (WITHIN PA. ONLY - SPECIFY COUNTY), CERTIFIED MAIL, ETC.

PERSONAL SERVICE AND/OR ADULT INDIVIDUAL IN CHARGE

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

RHUE, CRISSIE I.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15217

04-247-CD

COPY

**SHERIFF RETURNS**

NOW APRIL 12, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
"NOT SERVED, TIME EXPIRED" AS TO CRISSIE I. RHUE, DEFENDANT. SEVERAL  
ATTEMPTS, NOT HOME.

**Return Costs**

Cost	Description
95.00	SHERIFF HAWKINS PAID BY:
10.00	SURCHARGE PAID BY: ATTY CK# 4026

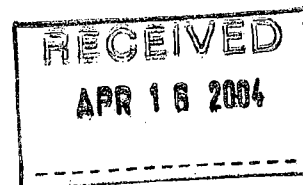
Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



T-332 . P.004/006 F-452

File # A02 02 of 02

SSNO: 194-40-7574      CHRISSIE   RHUE

# SUMMARY CREDIT REPORT

SSNO: 194-40-7574 CRISSIE I RHUE  
2 RR 2 POB 241  
CHERRY TREE PA 15724-

CB Score	:
Credit Bureau	: TRU
Report Date	:
In File Date	: 09/01/1981
Birthdate	: 07/01/1949

**AKA:**

CB Score Factors: ADVERSE PUBLIC RECORD OR COLLECTION ITEM

FORMER ADDRESS: 102 POB 102  
ALVERDA PA 15710-

FORMER ADDRESS2: 213 POB 213  
ALVERDA PA 15710-

### 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	MEMBER NO	OPEN	RPTD	HICR	BAL	306090	DLPD	ECOA	KOB
ACCT NUMBER		TYPE	TERM	PMD	P D	HISTORY		CURR/WORST	
SHERMAN ACQ	21T9002	0603	0304	1,115	1,176			I	F
X 363458529114		Q		59	1,176			P&L	P&L

CLA-PLACED FOR COLLECTION

CAPITAL 1 BK	1DTV001	0601	0404	186	841		I	B
X	S29115192623	R		42	841		P&L	P&L

**PRL-PROFIT AND LOSS WRITE-OFF**

CITIFINANCA	7212672	0199	1203	32,231	26,918	010100	J	F
D	6073879819200543	I		389	1,750	3211111111111111111111111190	90	
*** FLAGGED AS DUPLICATE TRADE ***								

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

<b>CBUSASBARS</b>	<b>6256443</b>	<b>0898</b>	<b>0603</b>	<b>800</b>	<b>1,115</b>	I	D
K <b>36345852</b>		R		56	0	P&L	P&L

**PAL-PURCHASED BY ANOTHER LENDER**

HEILGMYRS	616P409	0797	0800	361	0	J	H
D 6528		I			0	NDACTCURR	

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

**ALO-CLOSED**

EXHIBIT "D"



## INQUIRIES

CNT PL RE	NAME	MTHS	INQ DATE	MEMBER NUMBER	TRADE	TRADE ACCT NO	PHONE NUMBER	VER KOB
	CITIFINCL		04-04	5517055				
X	X NCO GRP		01-04	3899329			8882073081	F
	VERIZON/WELC		09-03	0005103				Y
	NCO GRP		05-03	3899329			8882073081	U
	ARROW FINANC		04-03	3833922				F
	ARS NATIONAL		04-03	5718063				Y
	ARROW FINANC		12-02	3833922				Y
	CLIENT SERVI		08-02	0022484				Y
	SEARS		07-02	0609013				D

## PUBLIC RECORD ITEMS

Legal/Judgements counted 00 out of 00 for 000000

Collections counted 03 out of 03 for 690

DEROG	CREDITOR	DATE	AMT	BAL	STATUS	LATE UPDATE DATE ASSIGN	AGENCY
X	A F S ASSIGNEE	07-02	211	286	CLA		ARROW FINCL
X	A F S ASS	11-03	395	503	CLA		ARROW FINCL
X	NCO PROGRESSIVE	02-04	84	84	CLA		NCO FIN SYS

Bankruptcies counted 00 out of 000

## ALERTS

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

## REMARKS



FRANK L. MAJCZAN, JR., ESQUIRE  
Majczan-Schaedler-Kelleher  
901 West Lehigh Street - Suite 200  
Bethlehem, PA 18015  
(610) 882-2111

Attorney for Plaintiff

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

Plaintiff

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

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

: NO. 04-247-CD

: CIVIL ACTION - MORTGAGE FORECLOSURE

**AFFIDAVIT OF REASONABLE INVESTIGATION**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF LEHIGH :

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 - Mortgage Foreclosure; that he has the personal knowledge concerning the facts set forth in the attached Motion for Alternate Service pursuant to Pa. R.C.P. 43 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 the Defendant, Crissie I. Rhue, in the above case by conducting a reasonable search, which search included the following:

1. On or about April 13, 2004, he submitted a Request for Change of Address or Boxholder Information Needed for Service of Legal Process form to the Postmaster of Cherry Tree, Pennsylvania, seeking information regarding a new address for Crissie I. Rhue, whose previously known address was 3964 Stiffler Hill Road, Cherry Tree, PA 15724.

2. That on April 19, 2004, he received from the Office of the Postmaster of Cherry Tree, Pennsylvania, a Response to the Request for Change of Address or Boxholder Information Needed for Service of Legal Process form, with a notation "NOT KNOWN AT ADDRESS GIVEN, FORWARD EXPIRED." A copy of that request form, with response, is marked Exhibit "A" and attached hereto.

3. That on April 23, 2004, he instituted an inquiry on Switchboard.com, for anyone with the last name of Rhue in the Commonwealth of Pennsylvania.

4. That on April 23, 2004, the response on Switchboard.com to the above request yielded seven (7) individuals' names and addresses, but none relating to the Defendant, Crissie I. Rhue. A copy of that Switchboard.com response is marked Exhibit "B" and attached hereto.

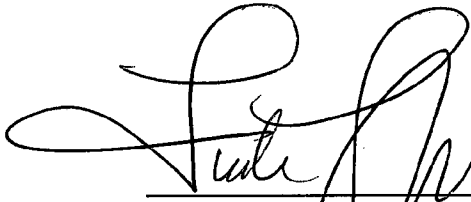
5. Frank L. Majczan, Jr., Esquire, further deposes and says that after attempting to locate the Defendant by conducting a reasonable search as indicated above, he is unable to find any additional information as to the whereabouts and location of the Defendant.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> 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

Respectfully submitted,

  
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

Postmaster  
CHERRY TREE, PA. 15724  
City, State, ZIP Code

Date APRIL 13, 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: CRISSIE I. RHUE  
Address: 3964 STIFFLER HILL ROAD, CHERRY TREE, PA. 15724

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. CRISSIE I. RHUE
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: 04-247-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

901 W. Lehigh Street, Suite 200  
Address

Bethlehem, PA 18018  
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.

*Answer expired*

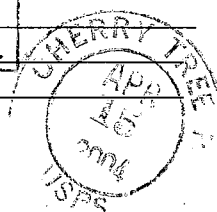
NEW ADDRESS OF BOXHOLDER'S  
NAME and STREET ADDRESS

POSTMARK

**APR 19 2004**

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

EXHIBIT "A"



**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

Postmaster  
CHERRY TREE, PA. 15724  
City, State, ZIP Code

Date APRIL 13, 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: CRISSIE I. RHUE

Address: RR2, BOX 241, CHERRY TREE, PA. 15724

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. CRISSIE I. RHUE
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: 04-247-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

901 W. Lehigh Street, Suite 200

Address

Bethlehem, PA 18018

City, State, ZIP Code

**RECEIVED**

**APR 22 2004**

**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

**Switchboard.com****It's the Yellow Pages. Electr**[White Pages](#)[Yellow Pages](#)[Advertise with Us](#)[Maps & Directions](#)[Town Directories](#)[White Pages](#) ▼[New Search](#)[Search by Phone #](#)[Add a Listing](#)[Update a Listing](#)[Remove a Listing](#)[Yellow Pages](#)[Search by Phone #](#)[Advertise with Us](#)[Maps/Directions](#)[Town Directories](#)[Find Email Address](#)[What's Nearby](#)[Switchboard Stories](#)[About Switchboard](#)[Contact Us](#)**Find a friend, relative or classmate on Switchboard.com?**[Help](#)[Send us your story.](#)**4 Rhue in PA**


7 people found (1-7 shown)

[Modify Search](#) | [New Search](#) | [Advanced People Search](#)**Rhue, Daniel**1404 Jackson St,  
Scranton, PA 18504-3393  
(570) 963-7824 🔍[Email, Maps and What's Nearby<sup>SM</sup>](#)[Update/Remove this listing](#)[Instant Criminal Check for Rhue](#)[Instant Background Check for Rhue](#)[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)**Rhue, George M**1402 Jackson St,  
Scranton, PA 18504-3393  
(570) 342-0434 🔍[Email, Maps and What's Nearby<sup>SM</sup>](#)[Update/Remove this listing](#)[Instant Criminal Check for Rhue](#)[Instant Background Check for Rhue](#)[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)**Rhue Instant Nationwide Background Check - \$39.95**Instant Nationwide Background Checks include Criminal Check,  
Bankruptcy Check, Judgments & Liens Check, Property Information  
and Assessed Value, Neighbors, Neighborhood Info and More.[www.intelius.com](http://www.intelius.com)**Rhue, Kathryn**23 Newbury Way,  
Lansdale, PA 19446-4378  
(215) 855-0283 🔍[Email, Maps and What's Nearby<sup>SM</sup>](#)[Update/Remove this listing](#)[Instant Criminal Check for Rhue](#)[Instant Background Check for Rhue](#)[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)**Rhue, Michael S**

1799 Beth Ln,

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

EXHIBIT "B."

Harleysville, PA 19441-0001  
(215) 855-8771 


[Update/Remove this listing](#)

[Instant Criminal Check for Rhue](#)

[Instant Background Check for Rhue](#)

[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)

**Rhue, Michael S**

1799 Beth Ln,  
Lansdale, PA 19446-5001  
(215) 855-8771 

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


[Update/Remove this listing](#)

[Instant Criminal Check for Rhue](#)

[Instant Background Check for Rhue](#)

[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)

**Rhue, Patrick O**

3335 Wallace Dr,  
Pittsburgh, PA 15227-4259  
(412) 882-6133 

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


[Update/Remove this listing](#)

[Instant Criminal Check for Rhue](#)

[Instant Background Check for Rhue](#)

[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)

**Rhue, Walter M**

23 Newbury Way,  
Lansdale, PA 19446-4378  
(215) 855-0283 

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

[Update/Remove this listing](#)

[Instant Criminal Check for Rhue](#)

[Instant Background Check for Rhue](#)

[Criminal Check!](#) [Background Check](#) [Assisted Search](#) [Public Records](#)

[Modify Search](#) | [New Search](#)

\* Denotes a Switchboard User

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[Reunite with Classmates!](#)

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data by **AXIOM**

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FILED

3cc

MAY 15 2004

Att'y Mazza  
KQ

William A. Shaw

Prothonotary/Clerk of Courts



FILED

FRANK L. MAJCZAN, JR., ESQUIRE  
Majczan-Schaedler-Kelleher  
901 West Lehigh Street - Suite 200  
Bethlehem, PA 18015  
(610) 882-2111

MAY 05 2004

Attorney for Plaintiff William A. Shaw  
Prothonotary

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

Plaintiff

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

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

: NO. 04-247-CD

: CIVIL ACTION - MORTGAGE FORECLOSURE


**ORDER DIRECTING METHOD OF SERVICE**

AND NOW, this 4 day of May, 2004, upon consideration of the  
within Plaintiff's Motion for Alternate Service, in accordance with Pennsylvania Rule of Civil  
Procedure 430 and Local Rules of Court, it is hereby Ordered that the Sheriff of Clearfield County,  
Pennsylvania, make service of the Complaint in Civil Action - Mortgage Foreclosure upon the  
Defendant, Crissie I. Rhue, by posting a copy of the Complaint upon the most public part of the  
premises located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road,  
Cherry Tree, PA 15724; and Plaintiff is ordered to make service of the Complaint in Civil Action -  
Mortgage Foreclosure upon the Defendant, Crissie I. Rhue, by mailing a copy of the Complaint by

Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be completed upon mailing) to Defendant, Crissie I. Rhue, at the property address and her last known address of 3964 Stiffler Hill Road, Cherry Tree, PA 15724.

And further, that in the event this case should be reduced to final judgment in favor of the Plaintiff and execution shall be issued, service upon the Defendant, Crissie I. Rhue, pursuant to Rule 3129.2(c)(1)(C) shall be effected by mailing copies of the required Notices to the Defendant, Crissie I. Rhue, at her last known address by Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be complete 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 located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724, and by publication by the Sheriff pursuant to Pennsylvania Rules of Civil Procedure 3129.2(d), and the above-mentioned methods of service shall constitute good and sufficient service pursuant to Pennsylvania Rules of Civil Procedure 430 and Local Rules of Court.

By the Court,

  
J.

FILED

0 9:38 88 3046 4444 Mayson  
MAY 05 2004

CD

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

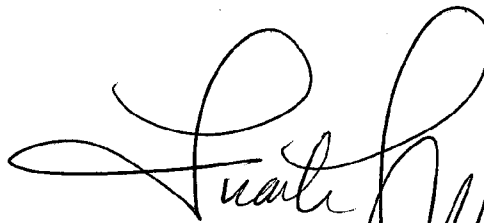
CIVIL ACTION - MORTGAGE FORECLOSURE

PRAECIPE FOR RE-INSTATEMENT

TO THE PROTHONOTARY/CLERK OF SAID COURT:

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

DATED: JUNE 4, 2004



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

**FILED**

**JUN 07 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

M/3:30 PM  
JUN 07 2004

100-91 Re-instated  
Complaint to

William A. Shaw

Prothonotary/Clerk of Courts

Att'y pd. 7.00

CSH  
K220

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED

JUN 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

SS.:

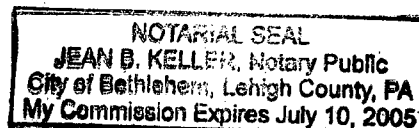
COUNTY OF NORTHAMPTON

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 Defendant Crissie I. Rhue, 3964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724 on June 10, 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 11<sup>th</sup> day  
of June, 2004.

NOTARY PUBLIC

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

June 10, 2004

Crissie I. Rhue  
2964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

**RE: ASSOCIATES CONSUMER DISCOUNT COMPANY  
VS. CRISSIE I. RHUE -NO. 04-247-CD**

Dear Ms, Rhue:

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, being served upon you as named Defendant, relative to the above-captioned matter.

Very truly yours,



FRANK L. MAJCZAN, JR.

FLM, JR/dmd

Enclosures

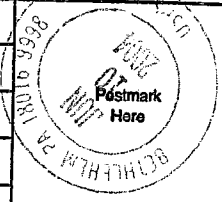
**CERTIFIED MAIL/RETURN RECEIPT REQUESTED and  
FIRST CLASS MAIL/CERTIFICATE OF MAILING**

6969 6924 2000 0101 E002

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.29
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.34

Sent To  
CRISSIE I. RHUE  
Street, Apt. No.,  
or PO Box No. 2964 STIEFLER HILL ROAD  
City, State, ZIP+4 CHERRY TREE, PA. 15724

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

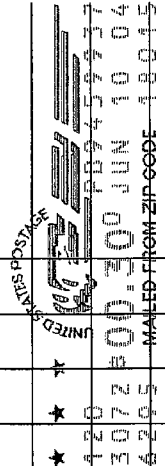
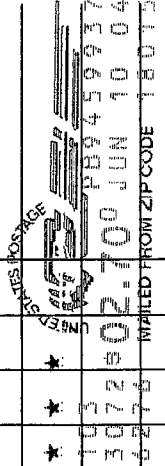
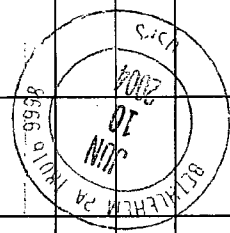
Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD

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

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

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	CE/SMITH, HALLMAN	Rebecca M. Smith a/k/a Rebecca Smith, 255 E. Jackson Street York, Pa. 17403	.60	.30											
2		Rebecca M. Smith a/k/a Rebecca Smith, 11 N. Beaver Street, Apt. 204 York, Pa. 17401	.60	.30											
3		Rebecca M. Smith a/k/a Rebecca Smith, 335 Harding Court York, Pa. 17403	.60	.30											
4		Betty J. Smith, 255 E. Jackson Street York, Pa. 17403	.60	.30											
5		Betty J. Smith, 11 N. Beaver Street, Apt. 204 York, Pa. 17401	.60	.30											
6		Betty J. Smith, 335 Harding Court, York, Pa. 17403	.60	.30											
7		Hallman B. Smith, 255 E. Jackson Street York, Pa. 17403	.60	.30											
8		Hallman B. Smith, 11 N. Beaver Street, Apt. 204 York, Pa. 17401	.60	.30											
9		Hallman B. Smith, 335 Harding Court York, Pa. 17403	.60	.30											
10	CF/RHUE	Crissie I. Rhue, 2964 Stiffler Hill Road Cherry Tree, Pa. 15764	1.29	.30											
11															
12															
13															
14															
15															



Postmaster, Per (Name of receiving employee)

Total Number of Pieces Received at Post Office

Total Number of Pieces Listed by Sender

*Handwritten signature*

10

9/10

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.

Complete by Typewriter, Ink, or Ball Point Pen

FILED

NO

M/135-04  
JUN 14 2004

Red

William A. Shaw

Prothonotary/Clerk of Courts

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

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15217

VS.

04-247-CD

RHUE, CRISSIE I.

COMPLAINT IN MORTGAGE FORECLOSURE


**SHERIFF RETURNS**

NOW JUNE 14, 2004 AT 9:56 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF CRISSIE I. RHUE, DEFENDANT AT 3964 STIFFLER HILL ROAD, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA.

**Return Costs**


Cost	Description
36.00	SHERIFF HAWKINS PAID BY: ATTY CK# 2157
10.00	SURCHARGE PAID BY: ATTY CK# 2158

Sworn to Before Me This

8<sup>th</sup> Day Of July 2004  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED  
JUL 08 2004  
JUL 08 2004

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED *Att. pd. 8:00*  
*m/13:15/04*  
JUL 21 2004 *Notice to Def.*  
*Statement to Att.*  
William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR JUDGMENT

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

( x ) Assess damages as follows:

Debt -----	\$ 29,578.26
Interest from <u>2/17/04 to 7/19/04--</u>	\$ 1,369.35
Attorney's Commission -----	\$ 2,691.89
TOTAL -----	\$ 33,639.50

( 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: JULY 19, 2004

Signature: *Frank L. Majczan, Jr.*  
Print Name: FRANK L. MAJCZAN, 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, July 21, 2004, JUDGMENT IS ENTERED AS ABOVE.

*William A. Shaw*  
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

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724  
Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

TO: CRISSIE I. RHUE  
3964 STIFFLER HILL ROAD  
CHERRY TREE, PA. 15724

DATE OF NOTICE: JULY 6, 2004

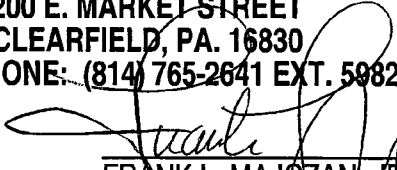
IMPORTANT NOTICE

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  
200 E. MARKET STREET  
CLEARFIELD, PA. 16830  
TELEPHONE: (814) 765-2641 EXT. 5082

  
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

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF *Maryland*

COUNTY OF *Baltimore*

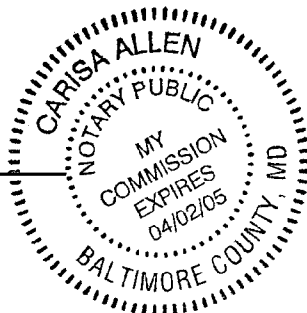
} SS.:

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendant, Crissie I. Rhue, is an adult individual; that her last known address is 3964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724; that her employment is in private industry; and that she is 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 *13<sup>th</sup>* day  
of *July*, 2004.

*Jana Gantt*  
JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT CO.

*Carisa Allen*  
NOTARY PUBLIC



SYLVANIA

Plaintiff

**VS.**

Defendant

NO. 04-247-CD

**CIVIL ACTION - MORTGAGE FORECLOSURE**

NOTICE OF FILING JUDGMENT

- Prothonotary/Clerk, Civil Division**

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

**NAME:** FRANK L. MAJ CZAN, JR., ESQUIRE  
**ADDRESS:** 901 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.: 2004-00247-CD

Real Debt: \$33,639.50

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Crissie I. Rhue  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 21, 2004

Expires: July 21, 2009

Certified from the record this 21st day of July, 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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724  
Defendant

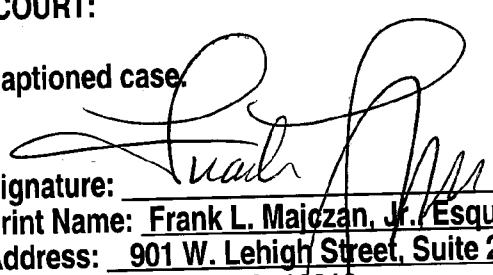
: File No. 04-247-CD  
: (To be completed by Attorney)  
: Amount \$33,639.50  
: Interest from 7/19/04 at a per diem  
: rate of \$8.95  
: Costs \_\_\_\_\_  
: (To be completed by Proth/Clerk)  
: Pltf. Paid \_\_\_\_\_  
: Deft. Paid \_\_\_\_\_  
: Due Proth/Clerk \$132.00  
: Other Costs \_\_\_\_\_

**PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE**

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

Issue writ of execution in the above captioned case.

DATE: AUGUST 20, 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

**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: August 24, 2004

  
Prothonotary/Clerk, Civil Division

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

Deputy

EGK  
**FILED** *lccc*  
*013-2004*  
**AUG 24 2004** *Lowits*  
*to Sheriff*  
William A. Shaw *Atty*  
Prothonotary/Clerk of Courts *20.00*

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF ADDRESS/OWNERSHIP

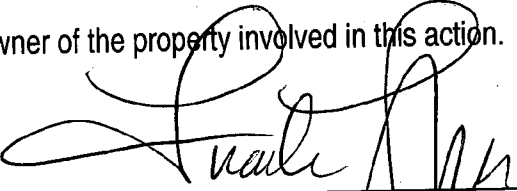
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *LEHIGH*

SS:

I, FRANK L. MAJCZAN, JR., ESQUIRE, being duly sworn according to law, hereby depose and say I am the counsel for Associates Consumer Discount Company, and to the best of my knowledge, information and belief, the last known address of Crissie I. Rhue, Defendant in the within action, is 3964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724; and that the above-named Defendant is the owner of the property involved in this action.

SWORN TO AND SUBSCRIBED  
before me this 20th day  
of August, 2004

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

  
NOTARY PUBLIC

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

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

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

TO THE FOLLOWING DEFENDANT AND OWNER:

CRISSIE I. RHUE

THIS NOTICE IS GIVEN TO YOU AS OWNER AND DEFENDANT IN AN  
EXECUTION PROCEEDING BROUGHT BEFORE THE SHERIFF IN CLEARFIELD  
COUNTY, PENNSYLVANIA, BY ASSOCIATES CONSUMER DISCOUNT  
COMPANY, PLAINTIFF, RELATIVE TO THE FOLLOWING JUDGMENT AND  
EXECUTION NO. 04-247-CD.

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

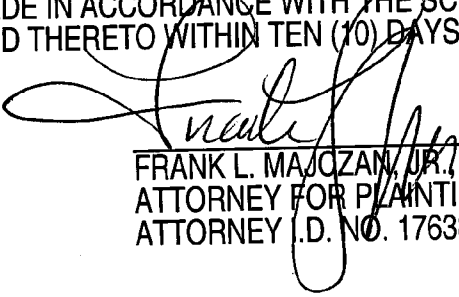
THE SHERIFF'S SALE OF PROPERTY WILL BE HELD

ON: \_\_\_\_\_, 200\_\_  
AT: 10:00 A.M.  
IN: OFFICE OF THE SHERIFF, CLEARFIELD COUNTY COURTHOUSE,  
1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE  
UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM  
THE DATE OF FILING.

DATED: AUGUST 20, 2004

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

ALL THAT CERTAIN, PIECE, PARCEL OR LOT OF LAND SITUATE IN THE  
TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD PENNSYLVANIA.  
HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND  
OUTBUILDINGS KNOWN AS 3964 STIFFLER HILL ROAD, CHERRY TREE,  
PENNSYLVANIA 15724. ASSESSMENT NUMBER 108-A15-313-8

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North  $42\frac{1}{2}$  degrees East two hundred one (201) feet to a post; thence South  $47\frac{1}{2}$  degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South  $42\frac{1}{2}$  degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

Seized and Taken in Execution as the Property of CRISSIE I. RHUE

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.

CRISSIE I. RHUE

3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

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 a true and correct copy of the Writ of Execution, legal description, Notice of Sheriff's Sale Pursuant to Pennsylvania Rule of Civil Procedure 3129.1 and a true and correct copy of the Order Directing Method of Service were mailed to Defendant, Crissie I. Rhue, by letter dated October 28, 2004, and sent by Certified Mail/Return Receipt Requested/Restricted Delivery to 2964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724. A copy of the letter of transmittal and Receipts for Certified Mail are attached hereto, made a part hereof and collectively marked Exhibit "A."

MAJCZAN-SCHAEDLER-KELLEHER

By: 

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

SWORN TO AND SUBSCRIBED  
before me this 29th 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 <sup>no cc</sup>  
m/1:51/301  
NOV 01 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 28, 2004

Crissie I. Rhue  
2964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

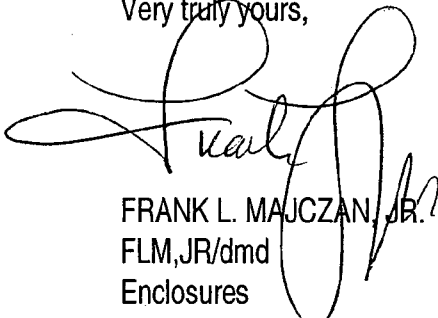
**RE: ASSOCIATES CONSUMER DISCOUNT COMPANY  
VS. CRISSIE I. RHUE -NO. 04-247-CD**

Dear Ms. Rhue:

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

- (1) Writ of Execution filed on August 24, 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, January 7, 2005, at 10:00 A.M. in Clearfield, Pennsylvania; 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**

1010 0101 2000 4244 2113

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.70
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

**Postmark Here**  
OCT 28 2004  
USPS

Sent To	
CRISSIE I. RHUE	
Street, Apt. No., or PO Box No.	2964 STIFFLER HILL ROAD
City, State, ZIP+4	CHERRY TREE, PA. 15724

PS Form 3800, June 2002 See Reverse for Instructions

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>MAJCZAN-SCHAEDLER-KELLEHER</b> <b>901 W. Lehigh Street, Suite 200</b> <b>Bethlehem, PA 18018</b>	
One piece of ordinary mail addressed to: <b>CRISSIE I. RHUE</b> <b>2964 STIFFLER HILL ROAD</b> <b>CHERRY TREE, PA. 15724</b>	

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.

UNITED STATES POSTAGE  
\$0.90  
PAID  
MAILED FROM ZIP CODE 18015

PS 945937  
06-28-04



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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED  
DEC 06 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, January 7, 2005 at 10:00 A.M. in the above-captioned matter was sent to the following by mailing such Notice on December 2, 2004, by First Class Mail/Certificate of Mailing, true and correct copies of which are attached hereto:

Occupant(s)  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

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

Department of the Treasury  
Internal Revenue Service  
Estate Tax Division  
Washington, DC 20224

District Director of the  
Internal Revenue Service  
Estate Tax Division  
Room 114, 1000 Liberty Avenue  
Pittsburgh, PA 15222

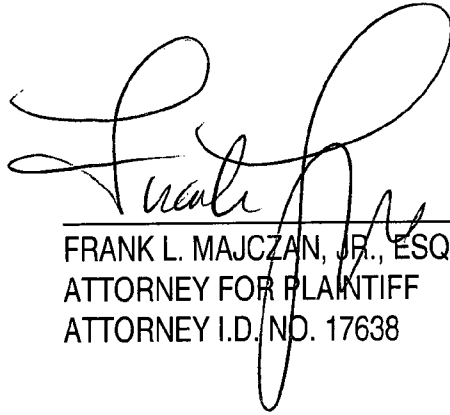
Department of Public Welfare  
Estates Recovery Program  
P.O. Box 8486  
Harrisburg, PA 17105

Pennsylvania Department of Revenue  
Bureau of Individual Taxes  
Inheritance Tax Division  
Harrisburg, PA 17128

Commonwealth of Pennsylvania  
Department of Revenue  
Harrisburg, PA 17129

Commonwealth of Pennsylvania  
Department of Welfare  
Health and Welfare Bldg. - Room 432  
PO Box 2675  
Harrisburg, PA 17105

DATED: DECEMBER 3, 2004

A handwritten signature in black ink, appearing to read "Frank L. Majczan, Jr.", is written over a horizontal line. The signature is stylized with large loops and a long, sweeping underline.

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

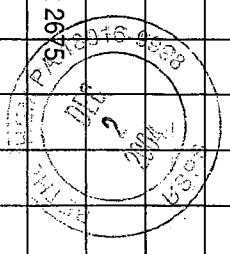
**MAJCZAN-SCHAEGLER-KELLEHER**  
**901 W. Lehigh Street, Suite 200**  
**Bethlehem, PA 18018**

**CERTIFICATE OF MAILING**

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD  
☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Init Rec. Del.  
☐ Del. Confirmation (DC)

If Registered Mail, check below:  
☐ Insured  
☐ Not Insured  
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.  
 Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (\$ Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	CF/RHUE	Occupant(s), 3964 Stiffler Hill Road Cherry Tree, Pa. 15724	.37	.30											
2		Domestic Relations Office, Clearfield County Courthouse, 230 East Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
3		Child Support Enforcement Agency, Clearfield County Courthouse, 230 East Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
4		Tax Claim Bureau, Clearfield County Courthouse, 230 East Market Street, Third Floor Clearfield, Pa. 16830	.37	.30											
5		Department of the Treasury, Internal Revenue Service, Estate Tax Division Washington, DC 20224	.37	.30											
6		District Director of the Internal Revenue Service, Estate Tax Division, Room 114, 1000 Liberty Avenue Pittsburgh, Pa. 15222	.37	.30											
7		Department of Public Welfare, Estates Recovery Program, PO Box 8486, Harrisburg, Pa. 17105	.37	.30											
8		Pennsylvania Department of Revenue, Bureau of Individual Taxes, Inheritance Tax Division Harrisburg, Pa. 17128	.37	.30											
9		Commonwealth of Pennsylvania, Department of Revenue Harrisburg, Pa. 17129	.37	.30											
10		Commonwealth of Pennsylvania, Department of Welfare, Health and Welfare Bldg., Room 432, PO Box 2675, Harrisburg, Pa. 17105	.37	.30											
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office			Postmaster Per (Name of receiving employee)			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.						
10			10												



112  
 3073  
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 0204  
 U 320  
 MAILED FROM ZIP CODE 18015

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

December 2, 2004

Occupant(s)  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

**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 Burnside, Clearfield County, Pennsylvania, and known as 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, January 7, 2005 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 \$33,639.50 in the Court of Common Pleas of Clearfield County as No. 04-247- CD in favor of Plaintiff, Associates Consumer Discount Company and against Chrissie I. Rhue in the aforesaid judgment.

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

You may have an interest in this property.

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

Very truly yours,

  
FRANK L. MAJCZAN, JR.

FLM, JR:cmd  
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM

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

LAW OFFICES  
MAJCZAN-SCHAEDLER-KELLEHER

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

901 West Lehigh Street  
Suite 200  
Bethlehem, PA 18018

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

December 2, 2004

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

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


Please be advised that the property and improvements, if any, located in the **Township of Burnside, Clearfield County, Pennsylvania, and known as 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, January 7, 2005 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 \$33,639.50 in the Court of Common Pleas of Clearfield County as No. 04-247- CD in favor of Plaintiff, Associates Consumer Discount Company and against Chrissie I. Rhue in the aforesaid judgment.

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

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

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

Very truly yours,

  
FRANK L. MAJCZAN, JR.  
FLM, JR./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

December 2, 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.

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FRANK L. MAJCZAN, JR.

FLM, JR:dmd

Enclosure

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Thomas E. Butterfield, Jr. (1914-1996) and William B. Joachim, Jr. (1918-2002)

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Kevin J. Kelleher

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Suite 200  
Bethlehem, PA 18018

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

December 2, 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**

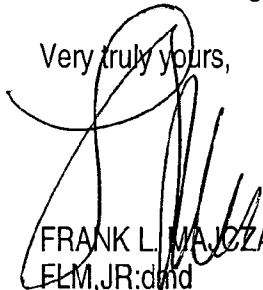
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You may have a lien against this property for delinquent real estate taxes.

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

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FOUNDED AS BUTTERFIELD & JOACHIM

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

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Facsimile 610-882-2588

December 2, 2004

Department of the Treasury  
Internal Revenue Service  
Estate Tax Division  
Washington, DC 20224

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You may have an interest in this property by virtue of any estate taxes owing against Raymond E. Rhue, Deceased.

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)



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Bethlehem, PA 18018

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Facsimile 610-882-2588

December 2, 2004

District Director of the  
Internal Revenue Service  
Estate Tax Division  
Room 114, 1000 Liberty Avenue  
Pittsburgh, PA 15222

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

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FRANK L. MAJCZAN, JR.

FLM, JR:dmd

Enclosure

FOUNDED AS BUTTERFIELD & JOACHIM  
FIRST CLASS MAIL CERTIFICATE OF MAILING  
Thomas E. Butterfield, Jr. (1844-1900) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES  
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Richard J. Schaedler  
Kevin J. Kelleher

901 West Lehigh Street  
Suite 200  
Bethlehem, PA 18018

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

December 2, 2004

Department of Public Welfare  
Estates Recovery Program  
P.O. Box 8486  
Harrisburg, PA 17105

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


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Very truly yours,

  
FRANK L. MAJCZAN, JR.  
FLM, JR.:cmd  
Enclosure

**FIRST CLASS MAIL CERTIFICATE OF MAILING**  
FOUNDED AS BUTTERFIELD & JOACHIM  
in 1844 by Benjamin B. Butterfield, Jr. (1814-1900) and William B. Joachim, Jr. (1918-2002)

LAW OFFICES  
MAJCZAN-SCHAEDLER-KELLEHER

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Telephone 610-882-2111  
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December 2, 2004

Pennsylvania Department of Revenue  
Bureau of Individual Taxes  
Inheritance Tax Division  
Harrisburg, PA 17128

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FRANK L. MAJCZAN, JR.

FLM,JR:dmd

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December 2, 2004

Commonwealth of Pennsylvania  
Department of Revenue  
Harrisburg, PA 17129

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Facsimile 610-882-2588

December 2, 2004

Commonwealth of Pennsylvania  
Department of Welfare  
Health and Welfare Bldg. - Room 432  
PO Box 2675  
Harrisburg, PA 17105

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You may have a lien against this property by virtue of any health and welfare benefits paid to the above individual.

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FRANK L. MAJCZAN, JR.

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Thomas E. Butterfield, Jr. (1914-1996) and William B. Joachim, Jr. (1918-2002)

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North  $42\frac{1}{2}$  degrees East two hundred one (201) feet to a post; thence South  $47\frac{1}{2}$  degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South  $42\frac{1}{2}$  degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

Seized and Taken in Execution as the Property of CRISSIE I. RHUE

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

NO. 04-247-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED  
m/11:50 AM  
DEC 06 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Associates Consumer Discount Company, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located in the Township of Burnside, County of Clearfield, Pennsylvania, and known as 3964 Stiffler Hill Road, Cherry Tree, Clearfield County, Pennsylvania 15724.

1. The name(s) and last known address(es) of the owner(s) is Crissie I. Rhue, 3964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724.
2. The name(s) and last known address(es) of the Defendant(s) in Judgment is Crissie I. Rhue, 3964 Stiffler Hill Road, Cherry Tree, Pennsylvania 15724.
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. 04-247-CD  
Entered on July 21, 2004  
Amount of Judgment - \$33,639.50

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

are:

- (i) Associates Consumer Discount Company  
7467 New Ridge Road, Suite 200  
Hanover, MD 21076  
Recorded on January 5, 1999  
Instrument #199900134  
Mortgage Amount - \$32,231.09

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)  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724
- (v) Department of the Treasury  
Internal Revenue Service  
Estate Tax Division  
Washington, DC 20224
- (vi) District Director of the  
Internal Revenue Service  
Estate Tax Division  
Room 114, 1000 Liberty Avenue  
Pittsburgh, PA 15222
- (vii) Department of Public Welfare  
Estates Recovery Program  
P.O. Box 8486  
Harrisburg, PA 17105
- (viii) Pennsylvania Department of Revenue  
Bureau of Individual Taxes  
Inheritance Tax Division  
Harrisburg, PA 17128
- (x) Commonwealth of Pennsylvania  
Department of Revenue  
Harrisburg, PA 17129

- (xi) Commonwealth of Pennsylvania  
Department of Welfare  
Health and Welfare Bldg. - Room 432  
PO Box 2675  
Harrisburg, PA 17105

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: DECEMBER 3, 2004

MAJCZAN-SCHAEDLER-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**

DOCKET # 16525  
NO: 04-247-CD

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: RHUE, CRISSIE I.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 08/24/2004

LEVY TAKEN 10/29/2004 @ 10:00 AM

POSTED 10/29/2004 @ 10:00 AM

SALE HELD 01/07/2005

SOLD TO ASSOCIATES CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/13/2005

DATE DEED FILED 04/01/2005

PROPERTY ADDRESS 3964 STIFFLER HILL ROAD CHERRY TREE , PA 15724

**FILED** (64)

APR 13 2005

6/10/2005  
William A. Shaw

Prothonotary/Clerk of Courts

PD 5.00

**SERVICES**

11/10/2004 @ SERVED CHRISSIE I. RHUE

SERVED BY CERTIFIED AND REGULAR MAIL, PER COURT ORDER, BOTH RETURNED TO SHERIFF'S OFFICE UNCLAIMED. REGULAR MAIL RETURNED 11/12/04, CERT MAIL RETURNED 11/12/04 CERT #70023150000078546358 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 # 16525  
NO: 04-247-CD

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: RHUE, CRISSIE I.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$217.69


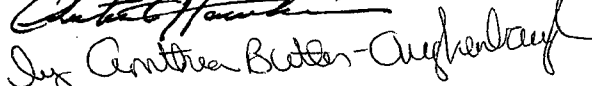
SURCHARGE \$20.00 PAID BY ATTORNEY

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.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724  
Defendant

: File No. 04-247-CD  
: (To be completed by Attorney) AUG 24 2004  
: Amount \$33,639.50  
: Interest from 7/19/04 at a per diem  
: rate of \$8.95  
: Costs \_\_\_\_\_  
: (To be completed by Proth/Clerk)  
: Pltf. Paid \_\_\_\_\_  
: Deft. Paid \_\_\_\_\_  
: Due Proth/Clerk \$132.00  
: Other Costs \_\_\_\_\_

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

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE**

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

Issue writ of execution in the above captioned case.

DATE: AUGUST 20, 2004

Signature: *Frank L. Majczan, Jr.*  
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: August 24, 2004

*William L. Shaw*  
Prothonotary/Clerk, Civil Division

Received August 24, 2004 @ 3:00 PM.  
Charles G. Hunsberger  
Sgt. Cynthia Butler-Aughan

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

Deputy

ALL THAT CERTAIN, PIECE, PARCEL OR LOT OF LAND SITUATE IN THE  
TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD PENNSYLVANIA.  
HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND  
OUTBUILDINGS KNOWN AS 3964 STIFFLER HILL ROAD, CHERRY TREE,  
PENNSYLVANIA 15724. ASSESSMENT NUMBER 108-A15-313-8

2

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a post on line of land of Mollie Patchin, and East side of fourteen foot alley, thence along line of said public alley North 42 ½ degrees East two hundred one (201) feet to a post; thence South 47 ½ degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 ½ degrees West two hundred four (204) feet to a post on line of land of the aforesaid Mollie Patchin; thence North 43 degrees West along land of said Mollie Patchin fifty (50) to a post and place of beginning.

CONTAINING 10,125 square feet.

HAVING thereon erected a two-story frame dwelling house and outbuilding.

Tax Parcel #108-A15-313-8

Seized and Taken in Execution as the Property of CRISSIE I. RHUE

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CHRISSIE I. RHUE

NO. 04-247-CD

NOW, March 21, 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 January 07, 2005, I exposed the within described real estate of Rhue, Crissie I. 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	27.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
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 \$217.69**

**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	33,639.50
INTEREST @ 8.9500 %	1,539.40
FROM 07/19/2004 TO 01/07/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST \$35,198.90**

**COSTS:**

ADVERTISING	215.16
TAXES - COLLECTOR	
TAXES - TAX CLAIM	996.03
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	217.69
LEGAL JOURNAL COSTS	135.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS \$1,869.38**

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



FRANK L. MAJCZAN, JR., ESQUIRE  
Majczan-Schaedler-Kelleher  
901 West Lehigh Street - Suite 200  
Bethlehem, PA 18015  
(610) 882-2111

Attorney for Plaintiff

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

Plaintiff

vs.

CRISSIE I. RHUE  
3964 Stiffler Hill Road  
Cherry Tree, Pa. 15724

Defendant

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

: NO. 04-247-CD

: CIVIL ACTION - MORTGAGE FORECLOSURE

**ORDER DIRECTING METHOD OF SERVICE**

AND NOW, this 4 day of May, 2004, upon consideration of the within Plaintiff's Motion for Alternate Service, in accordance with Pennsylvania Rule of Civil Procedure 430 and Local Rules of Court, it is hereby Ordered that the Sheriff of Clearfield County, Pennsylvania, make service of the Complaint in Civil Action - Mortgage Foreclosure upon the Defendant, Crissie I. Rhue, by posting a copy of the Complaint upon the most public part of the premises located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724; and Plaintiff is ordered to make service of the Complaint in Civil Action - Mortgage Foreclosure upon the Defendant, Crissie I. Rhue, by mailing a copy of the Complaint by

Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be completed upon mailing) to Defendant, Crissie I. Rhue, at the property address and her last known address of 3964 Stiffler Hill Road, Cherry Tree, PA 15724.

And further, that in the event this case should be reduced to final judgment in favor of the Plaintiff and execution shall be issued, service upon the Defendant, Crissie I. Rhue, pursuant to Rule 3129.2(c)(1)(C) shall be effected by mailing copies of the required Notices to the Defendant, Crissie I. Rhue, at her last known address by Certified Mail/Return Receipt Requested and by First Class Mail/Certificate of Mailing (service to be complete 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 located in Burnside Township, Clearfield County, and known as 3964 Stiffler Hill Road, Cherry Tree, PA 15724, and by publication by the Sheriff pursuant to Pennsylvania Rules of Civil Procedure 3129.2(d), and the above-mentioned methods of service shall constitute good and sufficient service pursuant to Pennsylvania Rules of Civil Procedure 430 and Local Rules of Court.

By the Court,

/s/ Fredric J. Ammerman

J.

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

MAY 05 2004

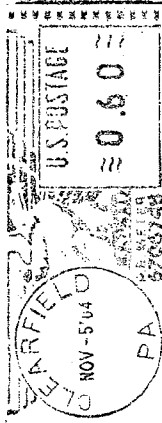
Attes..

Clerk of Courts



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

11-13-04



CRISSIE I. RHUE  
3964 STIFFLER HILL ROAD  
CLEARFIELD, PA 16704

A ☐ INSUFFICIENT ADDRESS  
C ☒ ATTEMPTED NOT KNOWN  
S ☐ NO SUCH NUMBER/STREET  
S ☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

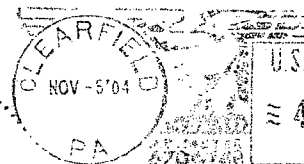


CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7002 3150 0000 7854 6358



Rec  
11/12/04

CRISSIE I. RHUE  
3964 STIFFLER HILL ROAD  
CHERRY TREE PA 15724

A ☐ INSUFFICIENT ADDRESS  
C ☐ ATTEMPTED NOT KNOWN  
S ☐ NO SUCH NUMBER/ STREET  
☒ NOT DELIVERABLE AS ADDRESSED  
☐ OTHER  
UNABLE TO FORWARD



7002 3150 0000 7854 6358

U.S. Postal Service™

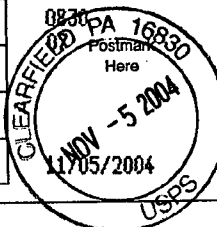
**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

CHERRY TREE PA 15724

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 Crissie I. Rhue  
Street, Apt. No., or PO Box No. 3964 Stiffler Hill Road  
City, State, ZIP+4 Cherry Tree, PA 15724

PS Form 3800, June 2002

See Reverse for Instructions

# CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

## 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:

Crissie I. Rhue  
3964 Stiffler Hill Road  
Cherry Tree, PA 15724

### 2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

7002 3150 0000 7854 6358

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

NOV 6 2004

### 3. Service Type

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

### 4. Restricted Delivery? (Extra Fee)

☐ Yes

