

2004-247-CD

Associates Consumer Disc. Vs Chrissie Rhue

04-247-CD
ASSOCIATES CONSUMER DISCOUNT COMPANY vs. CHRISTIE F. 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

NO. 04-247-40

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

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

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

Attorney for Plaintiff

ASSOCIATES CONSUMER DISCOUNT COMPANY 7467 New Ridge Road, Suite 200 Hanover, MD 21076,	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
	:	
Plaintiff	:	NO.
	:	
vs.	:	
	:	
CRISSIE I. RHUE 3964 Stiffler Hill Road Cherry Tree, Pa. 15724	:	CIVIL ACTION - MORTGAGE FORECLOSURE
	:	
Defendant	:	

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:

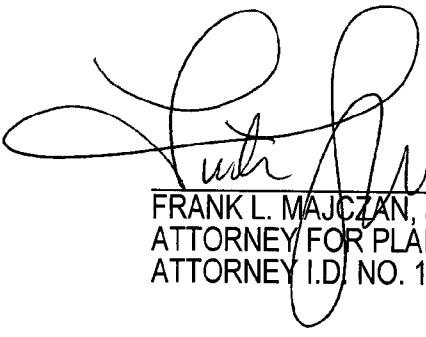
Principal of Mortgage debt due and unpaid -----	\$ 26,918.86
Interest up to and including 2/17/04-----	\$ 1,611.00
(Each day add Eight and 95/100 (\$8.95)	
Dollars after February 17, 2004)	
Prior Interest charges-----	\$ 823.40
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Ten	
(10%) percent of the principal) -----	<u>\$ 2,691.89</u>
TOTAL	\$32,270.15

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



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

VERIFICATION

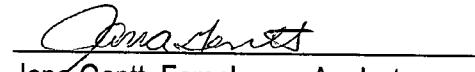
I, Jana Gantt, Foreclosure Analyst, of

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 CRISSEY 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)

EXHIBIT "A"

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.

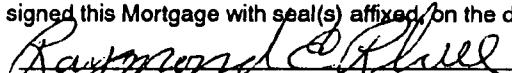
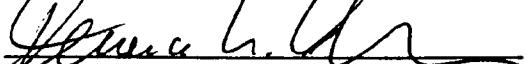
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by 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:



(SEAL)



(SEAL)

CRISSE 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, 1998.

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 BLVD ALTOONA			PENNSYLVANIA		
BRANCH CODE, STREET ADDRESS, CITY AND STATE					
ACCOUNT NUMBER	DEB	LOAN DATE	FINAL PAYMENT DATE	SPRINGER 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 AUTO INS. PREM.	\$ (1)+(2)+(3)-(4)
CHERRY TREE			\$.00	\$.00	\$ 40078.49
PA 15724-9214			\$ M	\$ PRINCIPAL BALANCE (1)+(2)+(3)	\$ FINANCE CHARGE
CO-BORROWER (SPOUSE)			\$.00	\$ 32231.09	\$ 30080.35
RHUE, CRISSIE I					\$ TOTAL OF PAYMENTS (1)+(3)
					\$ 70158.84
					\$ FIRST PAYMENT DATE
					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.

AFTER MATURITY INTEREST	I agree to pay interest at 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.

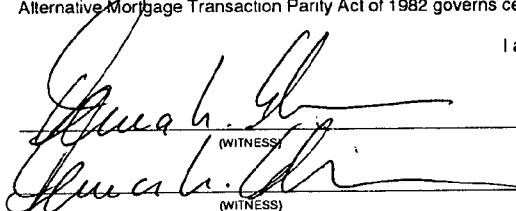
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

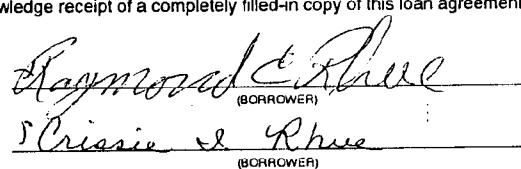
NOTICE

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 1/2 degrees East two hundred one (201) feet to a post; thence South 47 1/2 degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 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

EXHIBIT "B"

(610) 317-0778

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

FAX (610) 317-0782

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help you, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling agency.

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

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

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

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 4

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

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 5

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
3964 Stiffler Hill Road
Cherry Tree, Pa. 15724

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

January 13, 2004:
Page 6

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
3964 Stiffler Hill Road
Cherry Tree, Pa. 15724

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

January 13, 2004.

Page 7

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
Cherry Tree, Pa. 15724

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

January 13, 2004
Page 8

RECEIVED
DEPARTMENT OF BUDGET AND FINANCIAL
SERVICES
FEBRUARY 10 2004

CLEARFIELD COUNTY

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

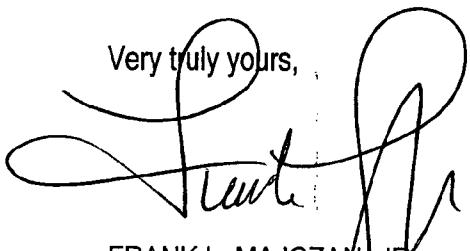
CCCS of Western PA
219-A College Park Plaza
Johnstown, Pa. 15904
888-559-2227 Ext. 108

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 Jan 04 Document
Reinstated/Retired to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

FILED
M. 1.3 / REC'D - 500
FEB 20 2004

William A. Shaw
Prothonotary

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

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: Atty
10.00	SURCHARGE PAID BY: ATTY CK# 4026

Sworn to Before Me This

22nd Day Of April 2004
William Shaw

So Answers,

Chester Hawkins
By Marilyn Harr
Chester A. Hawkins
Sheriff

FILED

APR 22 2004

0/2:25 p.m
William A. Shaw
Prothonotary
mcc jhr

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

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

Plaintiff

NO. 04-247-4

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

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.

Will B. H.
Prothonotary/
Clerk of Courts

Frank L. Manczak, Jr.
FRANK L. MANCZAK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. #17638

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

Attorney for Plaintiff

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

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

Plaintiff : NO.

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant :

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.

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:

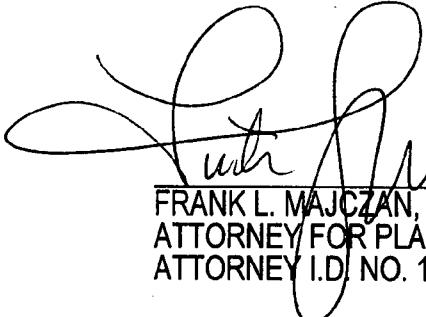
Principal of Mortgage debt due and unpaid -----	\$ 26,918.86
Interest up to and including 2/17/04-----	\$ 1,611.00
(Each day add Eight and 95/100 (\$8.95)	
Dollars after February 17, 2004)	
Prior Interest charges-----	\$ 823.40
Title/Appraisal Fees -----	\$ 225.00
Attorney fees (anticipated and actual to Ten	
(10%) percent of the principal) -----	<u>\$ 2,691.89</u>
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



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

VERIFICATION

I, Jana Gantt, Foreclosure Analyst, of

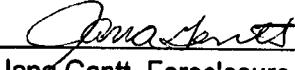
ASSOCIATES CONSUMER DISCOUNT COMPANY

, 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.

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.

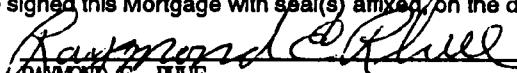
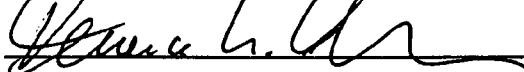
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by 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:



(SEAL)



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

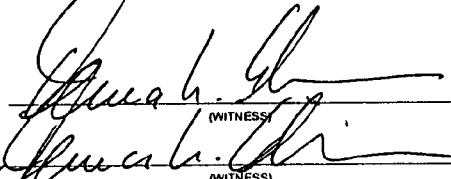
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

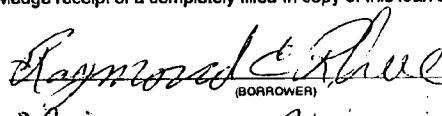
NOTICE

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)



(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 $\frac{1}{2}$ 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

EXHIBIT "B"

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

(610) 317-0778

FAX (610) 317-0782

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help you, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling agency.

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

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

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

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 4

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**

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 5

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
3964 Stiffler Hill Road
Cherry Tree, Pa. 15724

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

January 13, 2004
Page 6

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
3964 Stiffler Hill Road
Cherry Tree, Pa. 15724

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

January 13, 2004.
Page 7

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
Cherry Tree, Pa. 15724

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

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

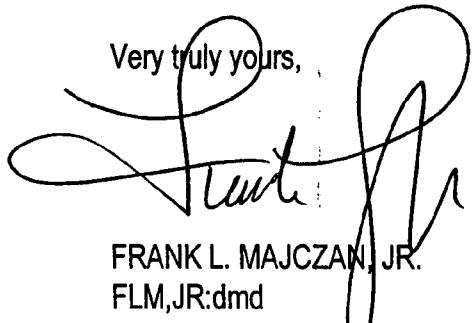
CCCS of Western PA
219-A College Park Plaza
Johnstown, Pa. 15904
888-559-2227 Ext. 108

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. MAJ CZAN, JR.
FLM, JR: dmd

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

4
C
FILED

MAY 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

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 : IN THE COURT OF COMMON PLEAS OF
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
7467 New Ridge Road, Suite 200 : CIVIL DIVISION
Hanover, MD 21076, :
Plaintiff : NO. 04-247-CD
vs. :
CRISSIE I. RHUE : CIVIL ACTION - MORTGAGE FORECLOSURE
3964 Stiffler Hill Road :
Cherry Tree, Pa. 15724 :
Defendant :
:

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by and through its counsel, FRANK L. MAJczan, JR., ESQUIRE, moves this Honorable Court for an Order Directing Alternate Service of the Complaint in this action upon the Defendant, Crissie I. Rhue, based upon the following:

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."

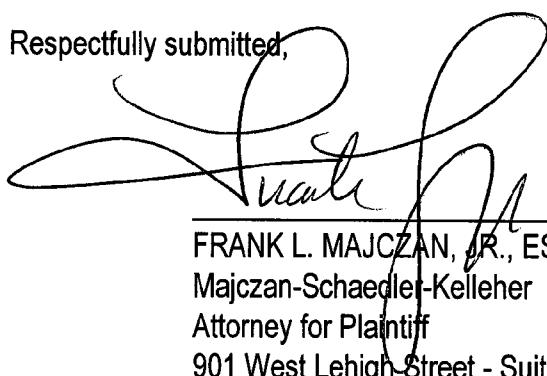
8. Notwithstanding the investigation as set forth in the attached Affidavit, Plaintiff and its counsel have not been able to discover any additional information as to the whereabouts and location of the Defendant, Crissie I. Rhue.

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." The signature is fluid and cursive, with "Frank" and "L." being more distinct, and "Majczan" and "Jr." being more stylized.

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 CRISSEY 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.

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.

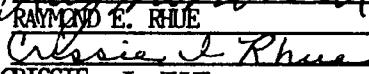
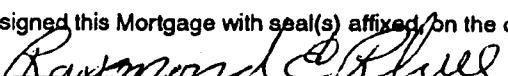
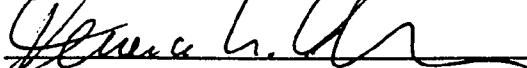
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by 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:



(SEAL)

(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, 1998.

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 BLVD ALTOONA			PENNSYLVANIA		
BRANCH CODE, STREET ADDRESS, CITY AND STATE					
ACCOUNT NUMBER 0204240	OVE 10	LOAN DATE 12/31/98	FINAL PAYMENT DATE 01/10/14	LOAN FEE PAID BY BORROWER (I) \$.00	
BORROWER RHUE, RAYMOND E RR 2 BOX 241 CHERRY TREE PA 15724-9214			FEES 327.85 CREDIT LIFE INS PREM \$.00	LOAN FEE (I) 2150.74 CREDIT LIFE INS PREM \$.00	INTEREST (I) 37927.75 PRINCIPAL BALANCE (I)-(D)-(B) \$ 32231.09
CO-BORROWER (HUSBAND) RHUE, CRISSIE I					40078.49 AMOUNT FINANCED (I) 30080.35 TOTAL OF PAYMENTS (I)-(D) 70158.84 FIRST PAYMENT DATE 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 (I)
BORROWER COPY (I)
CO-BORROWER COPY (I)

AFTER MATURITY INTEREST	I agree to pay interest at 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.

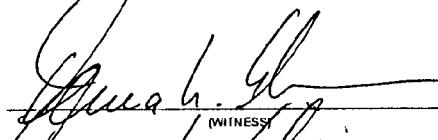
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

NOTICE

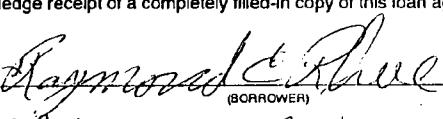
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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)



(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 1/2 degrees East two hundred one (201) feet to a post; thence South 47 1/2 degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 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

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. MAJCZAN, JR., ESQUIRE
3644 ROUTE 378, SUITE A
BETHLEHEM, PA 18015
(610) 317-0778

CASE CAPTION:

TYPE OF PAPER:

ASSOCIATES CONSUMER DISCOUNT COMPANY
Plaintiff

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

vs.

CRISSIE I. RHUE

Defendants

SERVICE TO BE MADE ON : CRISSIE L 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

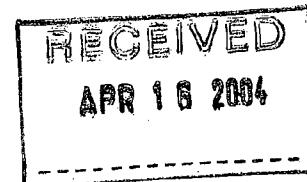
Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff



Apr-14-04 12:13pm From:Citicorp Trust Bank,fsb 410 689 1610 T-332 P.004/006 F-452
Sale - 04/14/2004 requested by: jag File # A02 02 of 02
FOR SSNO: 000-00-0000 BARBARA A MARTIN
SSNO: 194-40-7574 CHRISSTIE 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 ACCT NUMBER	MEMBER NO ACCT NUMBER	OPEN TYPE	RPTD TERM	HICR PMD	BAL P D	306090 HISTORY	DLPD	ECOA	KOB CURR/WORST
SHERMAN ACQ X 363458529114	21T9002	0603	0304	1,115 0	1,176 59			I	F 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

CBUSASEARS 6256443 0898 0603 800 1,115 I D
X 36345852 R 56 0 P&L P&L

~~PAL-PURCHASED BY ANOTHER LENDER~~

HELLGMYRS 616P409 0797 0800 361 0 J H
D 6528 I 0 NDACTCURR
*** FLAGGED AS DUPLICATE TRADE ***
TLC-CLOSED

Apr-14-04 12:13pm From-Citicorp Trust Bank,fsb
 X 13753130521763 I 4,504 410 688 1610 T-332 P.005/006 F-452
 0 010000 0 121111111111X111111 30 30

CLO-CLOSED

HOL CDC 1PKL001 0497 0697 7,092 0 J F
 X 37958 I 0 0 CURR CURR

HOL CDC 1PKL001 0596 0397 534 0 J F
 X 60190 I 0 0 CURR CURR

AFSCI 15BL7DP 0596 0897 1,626 0 000000 J F
 X 13794891001538 I 0 0 CURR CURR

RFN-REFINANCED ACCOUNT

MCCBG/JCPENN 1972140 0396 0304 303 0 000000 I D
 X 893392449 R 0 11111111111111111111111111111111 CURR CURR

STL-PLATE LOST OR STOLEN

LOWES/MBGA 235041J 0396 1298 2,200 0 000000 I Q
 X 21390196703 R 0 11111111111111111111111111111111 NDACTCURR

STL-PLATE LOST OR STOLEN

AMER GEN FIN 654N2UC 0396 0797 5,520 0 J F
 D 3961501040818756 I 0 0 CURR CURR
 *** FLAGGED AS DUPLICATE TRADE ***

CLO-CLOSED

AMER GEN FIN 654N2UC 0394 0396 5,520 0 J F
 X 3941501040818756 I 0 0 CURR CURR

RFN-REFINANCED ACCOUNT

CITIFINANCI 7212672 0194 0797 14,461 0 J F
 X 6073879814202390 I 0 0 CURR CURR

CLO-CLOSED

Apr-14-04 12:13pm From-Citicorp Trust Bank,fsb

410 689 1610

T-332 P.006/006 F-452

INQUIRIES

CNT PL RE	NAME	MTHS	INQ DATE	MEMBER NUMBER	TRADE	TRADE ACCT NO	PHONE NUMBER	VER KOB
	CITIFINCL		04-04	5517055				F
X	X NCO GRP		01-04	3899329		8882073081		Y
	VERIZON/WELC		09-03	0005103				U
	NCO GRP		05-03	3899329		8882073081		F
	ARROW FINANC		04-03	3833922				Y
	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,

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

Plaintiff : NO. 04-247-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant

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, if 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.

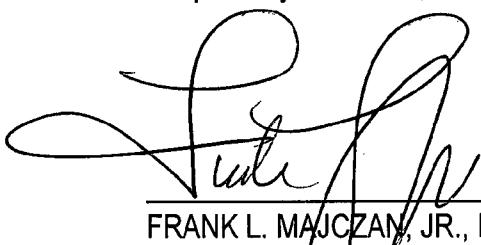
SWORN TO AND SUBSCRIBED
BEFORE ME THIS 30TH DAY OF
APRIL, 2004

Jean B Keller

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

901 W. Lehigh Street, Suite 200

Address

FRANK L. MAJCZAN, JR., ESQUIRE

Bethlehem, PA 18018

Printed Name

City, State, ZIP Code

FOR POST OFFICE USE ONLY

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

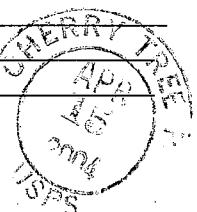
Forwarded & Expired

NEW ADDRESS or BOXHOLDER'S NAME and STREET ADDRESS	RECEIVED
	APR 19 2004
U.S. POSTAL SERVICE	

POSTMARK

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

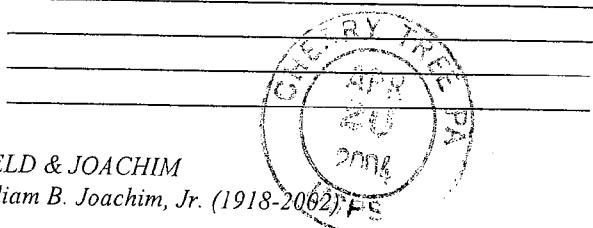
FOR POST OFFICE USE ONLY

NEW ADDRESS or BOXHOLDER'S
NAME and STREET ADDRESS

POSTMARK

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

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



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[New Search](#)
[Search by Phone #](#)
[Add a Listing](#)
[Update a Listing](#)
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[Yellow Pages](#)
[Search by Phone #](#)
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■ Rhue in PA

7 people found (1-7 shown)

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

[Local W](#)

Ente

Rhue, Daniel

1404 Jackson St,
Scranton, PA 18504-3393
(570) 963-7824

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

[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](#)SM

[Update/Remove this listing](#)

[Instant Criminal Check for Rhue](#)

[Instant Background Check for Rhue](#)

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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

Rhue, Kathryn

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

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

[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](#)SM

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 NearbySM](#)
[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 NearbySM](#)
[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 NearbySM](#)
[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](#)

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FILED
MAY 03 2004
AMY MARZAN
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

Attorney for Plaintiff William A. Shaw
Prothonotary

MAY 05 2004

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

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

Plaintiff : NO. 04-247-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant :

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.

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学

William A. Shaw
Prothonotary

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

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

Plaintiff

NO. 04-247-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

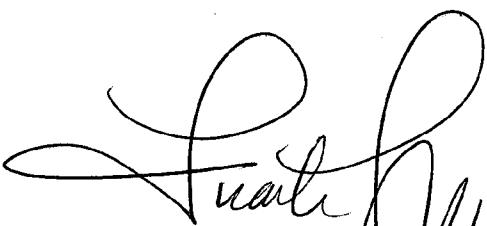
Defendant

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
MAY 3 2004
JUN 07 2004
William A. Shaw, Atty pd. 7.00
Prothonotary/Clerk of Courts
cc
RECD

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

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

FILED

JUN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff : NO. 04-247-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant

AFFIDAVIT OF SERVICE

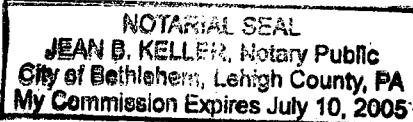
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF NORTHAMPTON :

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."

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

SWORN TO AND SUBSCRIBED
before me this 11th day
of June, 2004.

Jan B. Keller
NOTARY PUBLIC



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**

6369
4268
0002
0010
1003
3

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
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 STIEFEL HILL ROAD	
City, State, ZIP+4 CHERRY TREE, PA. 15724	
PS Form 3800, June 2002	
See Reverse for Instructions	

369
Postmark
Here
8/21/03
PA 15724
CHERRY TREE

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

Name and
Address
of Sender

Check type of mail:
 Express Return Receipt (RP) for Merchandise
 Registered Certified
 Insured Int'l Rec. Del.
 COD Del. Confirmation (DC)

If Registered Mail
check below:
 Insured
 Not Insured

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

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SD Fee	SH 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		Haliman B. Smith, 255 E. Jackson Street York, Pa. 17403	.60	.30											
8		Haliman B. Smith, 11 N. Beaver Street, Apt. 204 York, Pa. 17401	.60	.30											
9		Haliman B. Smith, 335 Harding Court York, Pa. 17403	.60	.30											
10	CF/RHUE	Crissie I. Rhue, 2964 Stifffer Hill Road Cherry Tree, Pa. 15764	1.29	.30											
11															
12															
13															
14															
15															

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Complete by Typewriter, Ink, or Ball Point Pen

FILED

NO
JUN 14 2004

REC'D
MAY 14 2004
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.

RHUE, CRISSIE I.

04-247-CD

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

8th Day Of July 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marley Hamps
Chester A. Hawkins
Sheriff

FILED
d 2:05
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

NO. 04-247-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

FILED *Atty pd*
m 13:15 8/1 2004
JUL 21 2004 *Notice to Def*
Statement
W.A. Shaw to Atty
William A. Shaw to Atty
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

Assess damages as follows:

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

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

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

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

DATE: JULY 19, 2004

Signature: 

Print Name: FRANK L. MAJCZAN, JR., ESQUIRE

Attorney for: PLAINTIFF

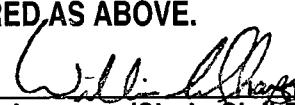
Address: 901 W. LEHIGH STREET, SUITE 200

BETHLEHEM, PA 18018

Telephone: (610) 882-2111

Supreme Court ID No.: 17638

NOW, July 21, 2004, JUDGMENT IS ENTERED AS ABOVE.


Prothonotary/Clerk, Civil Division

by:

Deputy

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

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

Plaintiff

NO. 04-247-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

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. 5982

FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638
901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA 18018
(610) 882-2111
(610) 882-2588 (FAX)

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

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

Plaintiff

NO. 04-247-CD

vs.

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

Defendant

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.

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

SWORN TO AND SUBSCRIBED
before me this 13th day
of July, 2004.

Carisa Allen
NOTARY PUBLIC



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

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

Plaintiff : NO. 04-247-CD

vs. : CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant : NOTICE OF FILING JUDGMENT

(x) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$33,639.50 on July 21, 2004.

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

Prothonotary/Clerk, Civil Division

by: _____

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

NAME: FRANK L. MAJCZAN, JR., ESQUIRE
ADDRESS: 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

Associates Consumer Discount Company
Plaintiff(s)

No.: 2004-00247-CD

COPY

Real Debt: \$33,639.50

Atty's Comm: \$

Vs.

Costs: \$

Crissie I. Rhue
Defendant(s)

Int. From: \$

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 _____

PRAEICE 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:)

EGK
FILED 6CC8
03/20/04 Lownts
AUG 24 2004 to Shff
William A. Shaw *Attffed.*
othonotary/Clerk of Courts \$20.00

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

Deputy

by:

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

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

Plaintiff

NO. 04-247-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

AFFIDAVIT OF ADDRESS/OWNERSHIP

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF *Lehigh*

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

Jean B Keller

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

NO. 04-247-CD

vs.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

Defendant

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____

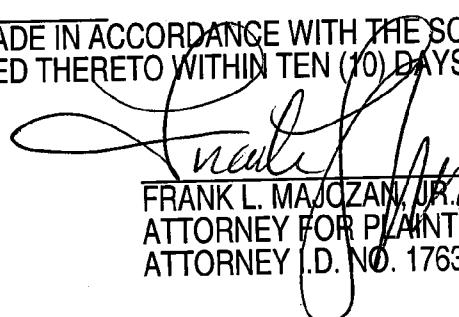
AT: 10:00 A.M.

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 : NO. 04-247-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

SS.:

COUNTY OF *Lehigh*

I, FRANK L. MAJCZAN, JR., ESQUIRE, counsel for Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, do hereby certify that 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*

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

FILED NO
B m 11:51 AM
NOV 01 2004

SWORN TO AND SUBSCRIBED
before me this 29th day
of October, 2004.

Jean B. Keller
NOTARY PUBLIC

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

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

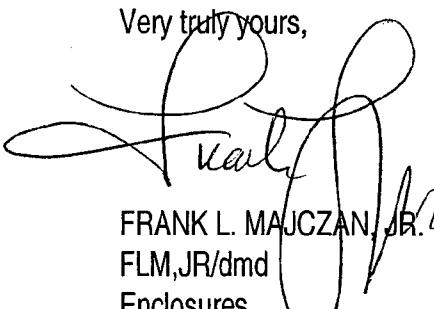
**RE: ASSOCIATES CONSUMER DISCOUNT COMPANY
VS. CRISSIE I. RHUE -NO. 04-247-CD**

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**

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

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

ECR
m/15/04
FILED
NO CC
DEC 06 2004

NO. 04-247-CD

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - MORTGAGE FORECLOSURE

CERTIFICATE OF MAILING NOTICE

The undersigned certifies that Notice of the Sheriff's Sale of real property scheduled for Friday, 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

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

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

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

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

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

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

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



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

MAJCZAN-SCHAEDLER-KELLEHER Address of Sender 901 W. Lehigh Street, Suite 200 Bethlehem, PA 18018		CERTIFICATE OF MAILING											
Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	If Registered Mail, affix stamp here if issued check below:					
								<input type="checkbox"/> Express	<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> Return Receipt (RR) for Merchandise	<input type="checkbox"/> Certified	<input type="checkbox"/> Int'l Rec. Del.

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	CF/RHUE	Occupant(s) 3964 Stiffler Hill Road Cherry Tree, Pa. 15724	.37	.30											
2		Domestic Relations Office, Clearfield County Clearfield, Pa. 16830	.37	.30	230 East Market Street, Third Floor										
3		Child Support Enforcement Agency, Clearfield County Clearfield, Pa. 16830	.37	.30	230 East Market Street, Third Floor										
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 14, 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 Harrisburg, Pa. 17129	.37	.30											
10		Commonwealth of Pennsylvania Harrisburg, Pa. 17105	.37	.30	Department of Welfare, Health and Welfare Bldg, Room 432, PO Box 2675 Harrisburg, Pa. 17105										
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)												
10		10	<i>[Signature]</i>												

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.

**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:dmh
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**

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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

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

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

Very truly yours,

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

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM

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

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

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

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

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

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.

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
Thomas E. Butterfield, Jr. (1846-1918) and William B. Joachim, Jr. (1918-2002)
FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

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

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

Please be advised that the property and improvements, if any, located in the **Township of 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.

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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.
ELM, JR:dm

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.
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Suite 200
Bethlehem, PA 18018

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

December 2, 2004

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

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 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:cmd

Enclosure

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

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

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

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Bethlehem, PA 18018

Telephone 610-882-2111
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

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 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:cmd

Enclosure

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

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

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

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

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

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

FOUNDED AS BUTTERFIELD & JOACHIM
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LAW OFFICES
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Bethlehem, PA 18018

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

December 2, 2004

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

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:dm

Enclosure

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

LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER

Frank L. Majczan, Jr.
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Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

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

December 2, 2004

Commonwealth of Pennsylvania
Department of Revenue
Harrisburg, PA 17129

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:dmd

Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

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

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

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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.

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:dm

Enclosure

FOUNDED AS BUTTERFIELD & JOACHIM
Thomas E. Butterfield, Jr. (1879-1918) and William B. Joachim, Jr. (1918-2002)
FIRST CLASS MAIL/CERTIFICATE OF MAILING

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 1/2 degrees East two hundred one (201) feet to a post; thence South 47 1/2 degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 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

REC'D
m/15/04
DEC 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

vs. : CIVIL ACTION - MORTGAGE FORECLOSURE

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

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Associates Consumer Discount Company, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed, the following information concerning the real property located in the 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

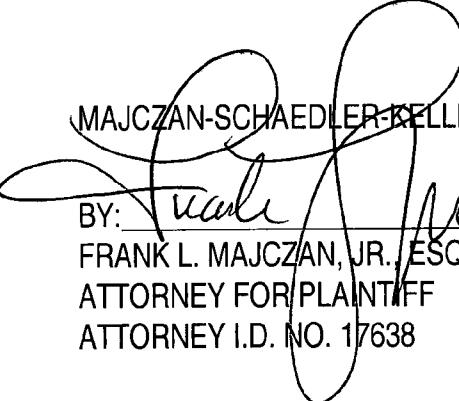
- (ii) Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (iii) Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (iv) Occupant(s)
3964 Stiffler Hill Road
Cherry Tree, Pa. 15724
- (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.
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 *(6K)*

APR 13 2005 *6/10/05* \$0 5.00

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

11/10/2004 @ SERVED CRISSIE 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

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

So Answers,

____ Day of _____ 2005

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)
: 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.

AUG 24 2004

Willie L. Harris
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

Willie L. Harris
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

Willie L. Harris
Prothonotary/Clerk, Civil Division

Received August 24, 2004 @ 3:00 PM.
Chester G. Hawkins
by Captain Brian Auger/Jay

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 1/2 degrees East two hundred one (201) feet to a post; thence South 47 1/2 degrees East fifty (50) feet to a post at corner of land of Ola Bolvin heirs; thence South 42 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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME: CRISSIE 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 L. 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	33,639.50
SERVICE	15.00	INTEREST @ 8.9500 %	1,539.40
MILEAGE		FROM 07/19/2004 TO 01/07/2005	
LEVY	15.00		
MILEAGE	27.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	9.69	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$35,198.90
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	215.16
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	996.03
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$217.69	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	217.69
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	135.00
TOTAL DEED COSTS	\$28.50	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,

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

Plaintiff : NO. 04-247-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

Defendant

ORDER DIRECTING METHOD OF SERVICE

AND NOW, this 14 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

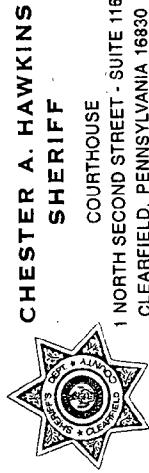
J.

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

MAY 05 2004

Attest.

7
Clerk of Courts



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



CRISSIE L. RHUE

3964 STIFFLER HILL ROAD

CHEPP'DV T'D'D DA 15707

A INSUFFICIENT ADDRESS

C ATTEMPTED NOT KNOWN

G NO SUCH NUMBER/STREET

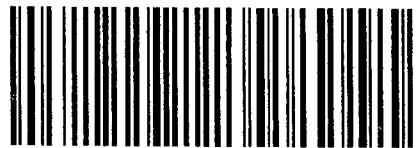
S NOT DELIVERABLE AS ADDRESSED

U UNABLE TO FORWARD

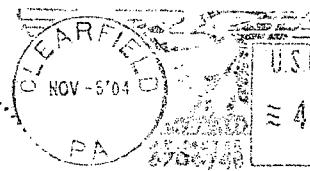
RTS
RETURN TO SENDER



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 OTHER
S NO SUCH NUMBER/ STREET
S NOT DELIVERABLE AS ADDRESSED
S 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	
OFFICIAL USE	
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

0830
NOV 5 2004
CLEARFIELD PA 16830
Postmark
Here
11/05/2004
USPS

RECEIVED

POSTAGE STICKER ATOP ENVELOPE TO THE RIGHT

OF THE RETURN ADDRESS PRINTED ON THE 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

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Addressee
X		
B. Received by (Printed Name)	C. Date of Delivery	
	NOV 6 2004	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: NOV 6 2004		

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7002 3150 0000 7854 6358

Domestic Return Receipt

102555-02-M-1540



PS Form 3811, August 2001

Domestic Return Receipt
102555-02-M-1540