

04-536-CD  
ASSOCIATES CONSUMER DISCOUNT vs. JOSEPH A. REITZ et al  
COMPANY

Associates Consumer Dis. Vs Joseph Reitz et  
2004-536-CD

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

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED

APR 19 2004

m/1:30/11  
William A. Shaw  
Prothonotary

3 CMC TO SHERR  
1 CMC TO JUDGE

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

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and Objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgment for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, property or other rights important to you.

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

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

CLEARFIELD COUNTY

David S. Meholic, Court Administrator, Clearfield County Courthouse,  
Clearfield, Pa. 16830, (814) 765-2641

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

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

Attorney for Plaintiff

ASSOCIATES CONSUMER DISCOUNT COMPANY, 7467 New Ridge Road, Suite 200 Hanover, MD 21076, Plaintiff	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
	:	NO.
vs.	:	
JOSEPH A. REITZ and SHERRI L. REITZ RR1, Box 103B Dubois, Pa. 15801 Defendants	:	CIVIL ACTION - MORTGAGE FORECLOSURE

### **COMPLAINT**

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Associates Consumer Discount Company, is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals whose last known address is RR1, Box 103B, Dubois, Pennsylvania 15801.

3. On October 13, 2000, Defendants made, executed and delivered a Disclosure Statement, Note and Security Agreement, secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-Seven Thousand Two Hundred Forty-Seven and 66/100 (\$77,247.66) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200015797. Copies of said Mortgage and Disclosure Statement, Note and Security Agreement are attached hereto, collectively marked Exhibit "A", and are intended to become a part hereof.

4. Said Mortgage has not been assigned.

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

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

6. Defendants are in default under the terms of said Mortgage in that they have failed to make full payments from August, 2003 to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendants according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on March 3, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

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

Principal of Mortgage debt due and unpaid -----	\$ 73,571.97
Interest to and including 4/14/04-----	\$ 6,657.77
(Each day add Twenty-Eight and 18/100 (\$28.18)	
Dollars after April 14, 2004)	
Prior unpaid interest charges -----	\$ 6,405.29
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to	
Five (5%) percent of the principal) -----	\$ 3,678.60
TOTAL	<u>\$ 90,538.63</u>

The attorney fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney fees will be charged based on work actually performed.

**WHEREFORE**, Plaintiff demands Judgment against Defendants, pursuant to this Complaint, in the amount of Ninety Thousand Five Hundred Thirty-Eight and 63/100 Dollars (\$90,538.63), together with interest at the contract rate of Twenty-Eight and 18/100 (\$28.18) per diem from April 14, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: APRIL 14, 2004

MAJCZAN-SCHAEDELER-KELLEHER

By: 

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

**VERIFICATION**

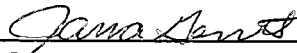
I, Jana Gantt, Foreclosure Analyst, of  
ASSOCIATES CONSUMER DISCOUNT COMPANY

, 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: 4/14/04

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

After recording, return  
recording information to:  
AccuFile, Inc.  
P.O. Box 390190  
Omaha NE 68139

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200015797  
RECORDED ON  
OCT 23, 2000  
11:24:46 AM

RECORDING FEES - \$13.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$15.50  
CUSTOMER  
ACCUFIL INC

**MORTGAGE**

This Mortgage, entered into this 13 day of OCTOBER, 2000, between  
JOSEPH A. REITZ and SHERRI L. REITZ  
of DIUBOIS  
(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 269 NORTHLAND CENTER STATE COLLEGE, 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 \$ 77,247.66, 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 CITY of DIUBOIS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

SEE EXHIBIT "A"

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.

The provisions appearing on pages 2 and 3 are a part of this Mortgage.

Page 1

011562 REV. 7-00

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

00272A.04

EXHIBIT "A"

## { LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN DU BOIS  
IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA  
AND BEING DESCRIBED IN A DEED DATED 07/27/96  
AND RECORDED 08/02/96, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
BOOK 1778 PAGE 48

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN SANDY  
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS,  
TO WIT: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF TOWNSHIP ROAD 373 ON THE  
WEST SIDE AT A 50' RIGHT-OF-WAY FOR A ROAD, BEING THE SOUTHEAST CORNER OF THE  
PARCEL HEREIN DESCRIBED; THENCE ALONG TOWNSHIP ROAD 373 RIGHT-OF-WAY LINE  
NORTH 49 DEGREES 50' WEST 182.0 FEET; THENCE BY LOT NO. 4 NORTH 15 DEGREES  
25' EAST 511.3 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE NOW OR FORMERLY OF  
CHESSIE SYSTEM SOUTH 62 DEGREES 30' EAST 370.5 FEET; THENCE ALONG THE WEST  
SIDE OF 50' RIGHT-OF-WAY THE FOLLOWING: SOUTH 14 DEGREES 15' WEST 190.00  
FEET; SOUTH 50 DEGREES 50' WEST 180.0 FEET AND SOUTH 44 DEGREES 24' WEST  
198.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.67 ACRES AND BEING LOT  
NO. 5 IN THE EMIL BLOMMEN SUBDIVISION LOCATED IN SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, AS SURVEYED BY GARY R. THURSTON UNDER PLAT DATED AUGUST  
7, 1985 }



## Additional provisions referred to on pages 1 and 3

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.

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.

Page 2

41-532 REV. 7-00

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

00270C.01

## Additional provisions referred to on pages 1 and 2

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:

*Joseph A. Reitz*

*Joseph A. Reitz* (SEAL)  
*Sherri L. Reitz* (SEAL)  
*Sherri L. Reitz* (SEAL)  
*Sherri L. Reitz* (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

} SS.

On this 13th day of October, 2000, before me, a Notary Public, came Joseph A Reitz and Sherri L Reitz 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.

Notarial Seal  
 Broden D. Baker, Notary Public  
 Ferguson Twp., Centre County  
 My Commission Expires Jan. 19, 2004  
 Member, Pennsylvania Association of Notaries

*Broden D. Baker*  
 Notary Public

CERTIFICATE OF RESIDENCE

I, Tobie Bickle of Associates Consumer Discount Company,

Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is

269 Northland Center

State College, Pennsylvania.

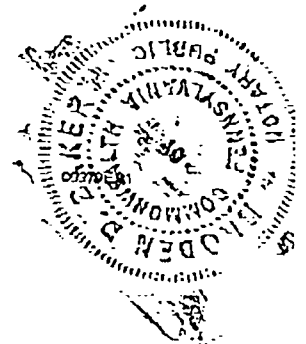
WITNESS my hand, this 13 day of October, 2000.

Agent of Mortgagee

Page 3

611662 REV. 7-00

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





AFTER  
MATURITY  
INTEREST

I agree to pay interest after maturity at the Agreed Rate.

## 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 prepaid finance charge 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.


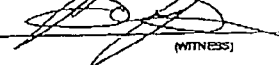
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

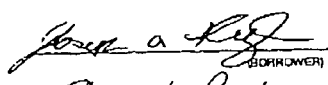
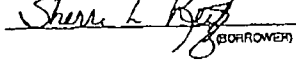
## NOTICE

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.

  
(BORROWER)  
  
(WITNESS)

  
(BORROWER)  
  
(BORROWER)

### **DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** on the North right of way line of Township Road 373 on the West side at a 50' right-of-way for a road, being the Southeast corner of the Parcel herein described; thence along Township Road 373 Right-of-Way line North 49 degrees 50' West 182.0 feet; thence by Lot No. 4 North 15 degrees 25' East 511.3 feet; thence along South right-of-way line now or formerly of Chessie System South 62 degrees 30' East 370.5 feet; thence along the West side of 50' right-of-way the following: South 14 degrees 15' West 190.00 feet; South 50 degrees 50' West 180.0 feet and South 44 degrees 24' West 198.5 feet to the place of beginning. Containing 3.67 acres and being Lot No. 5 in the Emil Blommen Subdivision located in Sandy Township, Clearfield County, Pennsylvania, as Surveyed by Gary R. Thurston under Plat dated August 7, 1985.

TAX /PARCEL ID NO. 128-005-34.2

EXHIBIT "B"

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

**ACT 91 NOTICE**

**TAKE ACTION TO SAVE YOUR  
HOME FROM FORECLOSURE**

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 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): JOSEPH A. REITZ AND SHERRI L. REITZ  
PROPERTY ADDRESS: RR1, BOX 103B, CITY OF DU BOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA 15801  
LOAN ACCT. NO.: 20-0051-0280727  
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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 3

counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives



Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at RR1, BOX 103B, CITY OF DU BOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

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

PARTIAL PAYMENT IN THE AMOUNT OF \$653.12 AND REGULAR MONTHLY PAYMENTS OF \$1,051.04 FOR 9/4/03 THROUGH AND INCLUDING 2/5/04 (6 PAYMENTS) \$1BTOTALING \$6,306.24;

Other charges (explain/itemize): TITLE/APPRaisal FEES IN THE AMOUNT OF \$225.00;  
**TOTAL AMOUNT PAST DUE:** \$7,184.36

- 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**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 5

\$ 7,184.36, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

MS. JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD, SUITE 200  
HANOVER, MD 21076

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00.

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.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 6

**OTHER LENDER REMEDIES** - This lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Associates Consumer Discount Company  
**Address:** 7467 New Ridge Road, Suite 200, Hanover, MD 21076  
**Phone Number:** (800) 446-7876  
**Fax Number:** (410) 689-1610  
**Contact Person:** Ms. Jana Gantt

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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**Attorney for Lender: Frank L. Majczan, Jr., Esquire**  
**Address: 901 W. Lehigh Street, Suite 200, Bethlehem, Pa. 18018**  
**Phone Number: (610) 882-2111**  
**Fax Number: (610) 882-2588**

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

● TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

● TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

● TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

● TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 8

● TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

● TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

CCCS of Western Pa., Inc.  
217 E. Plank Road  
Altoona, Pa. 16602  
888-559-2227 Ext. 108

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, Pa. 15701  
(724) 465-2657

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

Very truly yours,

FRANK L. MAJCZAN, JR.  
FLM,JR:dmd  
CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL/CERTIFICATE OF MAILING

7 June 04 Document  
Reinstated, ~~Returned~~ to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**FILED**

APR 19 2004

William A. Shaw  
Prothonotary

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

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15459

VS.

04-536-CD

REITZ, JOSEPH A. & SHERRI L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**


NOW MAY 18, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOSEPH A. REITZ and SHERRI L. REITZ, DEFENDANTS. HOUSE EMPTY, DEFENDANTS STILL RECIEVE MAIL AT THAT ADDRESS.

**Return Costs**


Cost	Description
33.25	SHERIFF HAWKINS PAID BY: ATTY CK# 1217
20.00	SURCHARGE PAID BY: ATTY CK# 1218

Sworn to Before Me This

18<sup>th</sup> Day Of May 2004

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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
MAY 18 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. 2004-536-CD

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and Objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgment for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, property or other rights important to you.

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

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

CLEARFIELD COUNTY

David S. Meholick, Court Administrator, Clearfield County Courthouse,  
Clearfield, Pa. 16830 (814) 765-2641

APR 19 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

*Frank L. MacCzan, Jr.*  
FRANK L. MACCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. #17638



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

Attorney for Plaintiff

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

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

: NO.

: **CIVIL ACTION - MORTGAGE FORECLOSURE**

### **COMPLAINT**

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Associates Consumer Discount Company, is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals whose last known address is RR1, Box 103B, Dubois, Pennsylvania 15801.

3. On October 13, 2000, Defendants made, executed and delivered a Disclosure Statement, Note and Security Agreement, secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-Seven Thousand Two Hundred Forty-Seven and 66/100 (\$77,247.66) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200015797. Copies of said Mortgage and Disclosure Statement, Note and Security Agreement are attached hereto, collectively marked Exhibit "A", and are intended to become a part hereof.

4. Said Mortgage has not been assigned.

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

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

6. Defendants are in default under the terms of said Mortgage in that they have failed to make full payments from August, 2003 to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendants according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on March 3, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

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

Principal of Mortgage debt due and unpaid -----	\$ 73,571.97
Interest to and including 4/14/04-----	\$ 6,657.77
(Each day add Twenty-Eight and 18/100 (\$28.18)	
Dollars after April 14, 2004)	
Prior unpaid interest charges -----	\$ 6,405.29
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to	
Five (5%) percent of the principal) -----	\$ 3,678.60
TOTAL	<u>\$ 90,538.63</u>

The attorney fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney fees will be charged based on work actually performed.

**WHEREFORE**, Plaintiff demands Judgment against Defendants, pursuant to this Complaint, in the amount of Ninety Thousand Five Hundred Thirty-Eight and 63/100 Dollars (\$90,538.63), together with interest at the contract rate of Twenty-Eight and 18/100 (\$28.18) per diem from April 14, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: APRIL 14, 2004

MAJCZAN-SCHAEDLER-KELLEHER

By: 

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

## VERIFICATION

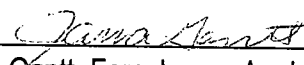
I, Jana Gantt, Foreclosure Analyst, of  
ASSOCIATES CONSUMER DISCOUNT COMPANY

, 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: 4/14/04

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200015797

RECORDED ON

OCT 23, 2000  
11:24:46 AM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
UNIT

IMPROVEMENT FUND \$1.00

STATE WAIT TAX \$0.50

TOTAL \$15.50

CUSTOMER  
ACCUFIL INC

After recording, return  
recording information to:  
AccuFile, Inc.  
P.O. Box 390150  
Omaha NE 68139

## MORTGAGE

This Mortgage, entered into this 13 day of OCTOBER, 2000, between JOSEPH A. REITZ and SHERRI L. REITZ of DIUHOIS

(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 269 NORTHLAND CENTER STATE COLLEGE, 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 \$ 77,247.66, 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 CITY of DIUHOIS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

SEE EXHIBIT "A"

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.

The provisions appearing on pages 2 and 3 are a part of this Mortgage.

Page 1

611552 REV. 7-00

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

00272A.04

EXHIBIT "A"

## [ LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN DU BOIS  
IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA  
AND BEING DESCRIBED IN A DEED DATED 07/27/96  
AND RECORDED 08/02/96, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
BOOK 1778 PAGE 48

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN SANDY  
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS,  
TO WIT: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF TOWNSHIP ROAD 373 ON THE  
WEST SIDE AT A 50' RIGHT-OF-WAY FOR A ROAD, BEING THE SOUTHEAST CORNER OF THE  
PARCEL HEREIN DESCRIBED; THENCE ALONG TOWNSHIP ROAD 373 RIGHT-OF-WAY LINE  
NORTH 49 DEGREES 50' WEST 182.0 FEET; THENCE BY LOT NO. 4 NORTH 15 DEGREES  
25' EAST 511.3 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE NOW OR FORMERLY OF  
CHESSIE SYSTEM SOUTH 62 DEGREES 30' EAST 370.5 FEET; THENCE ALONG THE WEST  
SIDE OF 50' RIGHT-OF-WAY THE FOLLOWING: SOUTH 14 DEGREES 15' WEST 190.00  
FEET; SOUTH 50 DEGREES 50' WEST 180.0 FEET AND SOUTH 44 DEGREES 24' WEST  
198.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.67 ACRES AND BEING LOT  
NO. 5 IN THE EMIL BLOMMEN SUBDIVISION LOCATED IN SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, AS SURVEYED BY GARY R. THURSTON UNDER PLAT DATED AUGUST  
7, 1985 }

**Additional provisions referred to on pages 1 and 3**

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.

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.

Page 2

011532 REV. 7-00

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

00270C.01

## Additional provisions referred to on pages 1 and 2

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:

Joseph A. Reitz (SEAL)  
JOSEPH A. REITZ (SEAL)  
Sherri L. Reitz (SEAL)  
SHERRI L. REITZ (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

SS.

On this 13th day of October, 2000, before me, a Notary Public, came Joseph A Reitz and Sherri L Reitz 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.

Notarial Seal  
 Broden D. Baker, Notary Public  
 Ferguson Twp., Centre County  
 My Commission Expires Jan. 19, 2004

Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, Tobie Bickle of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 269 Northland Center State College, Pennsylvania.

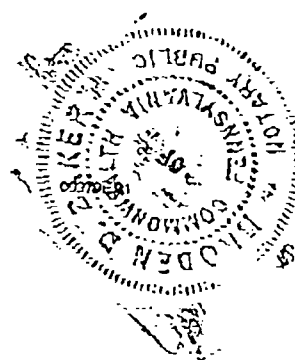
WITNESS my hand, this 13 day of October, 2000.

Agent of Mortgagee

Page 3

011652 REV. 7-00

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





## Loan Agreement

LENDER:  
ASSOCIATES CONSUMER DISCOUNT COMPANY

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

3522 269 NORTHLAND CENTER		STATE COLLEGE		PENNSYLVANIA	
ACCOUNT NUMBER	0200903	DATE	10/13/00	FINAL PAYMENT DATE	10/20/17
BORROWER		CLOSING FEE (\$)		BORROWER FEE PAID BY BORROWER (1)	
REITZ, JOSEPH A		706.25		0.00	
RR 1 BOX 103B		CREDIT LIFE INSURANCE		LOAN FEE (1)	
DU BOIS		0.00		5053.58	
PA 15801-9316		CREDIT ADVISORY FEE		INTEREST (1)	
		0.00		125584.30	
CO-BORROWER (SPOUSE)		0.00		130637.88	
REITZ, SHERRY L		0.00		72194.08	
		PRINCIPAL BALANCE (1) (10/13/00)		202831.96	
		77247.66		11/20/00	

FINANCE CHARGE

"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.)

\$ 1054.02 beginning on 11/20/00; followed by \$ 993.98 beginning on 12/20/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 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 13.99% 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. Lender waives the right to any interest 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.

Page 1 of 2

NOTICE: See other side for additional loan terms.

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

**AFTER  
MATURITY  
INTEREST**

I agree to pay interest after 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 prepaid finance charge 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.


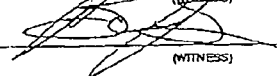
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

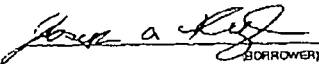
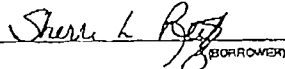
**NOTICE**

**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.

  
(Borrower)  
  
(Witness)

  
(Borrower)  
  
(Borrower)

### **DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** on the North right of way line of Township Road 373 on the West side at a 50' right-of-way for a road, being the Southeast corner of the Parcel herein described; thence along Township Road 373 Right-of-Way line North 49 degrees 50' West 182.0 feet; thence by Lot No. 4 North 15 degrees 25' East 511.3 feet; thence along South right-of-way line now or formerly of Chessie System South 62 degrees 30' East 370.5 feet; thence along the West side of 50' right-of-way the following: South 14 degrees 15' West 190.00 feet; South 50 degrees 50' West 180.0 feet and South 44 degrees 24' West 198.5 feet to the place of beginning. Containing 3.67 acres and being Lot No. 5 in the Emil Blommen Subdivision located in Sandy Township, Clearfield County, Pennsylvania, as Surveyed by Gary R. Thurston under Plat dated August 7, 1985.

TAX /PARCEL ID NO. 128-005-34.2

EXHIBIT "B"

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

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): JOSEPH A. REITZ AND SHERRI L. REITZ  
PROPERTY ADDRESS: RR1, BOX 103B, CITY OF DU BOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA 15801  
LOAN ACCT. NO.: 20-0051-0280727  
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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

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counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at RR1, BOX 103B, CITY OF DU BOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

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

PARTIAL PAYMENT IN THE AMOUNT OF \$653.12 AND REGULAR MONTHLY PAYMENTS OF \$1,051.04 FOR 9/4/03 THROUGH AND INCLUDING 2/5/04 (6 PAYMENTS) \$1BTOTALING \$6,306.24;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00;  
**TOTAL AMOUNT PAST DUE:** \$7,184.36

- 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**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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\$ 7,184.36, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

MS. JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD, SUITE 200  
HANOVER, MD 21076

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00.

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.



Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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**OTHER LENDER REMEDIES** - This lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Associates Consumer Discount Company  
**Address:** 7467 New Ridge Road, Suite 200, Hanover, MD 21076  
**Phone Number:** (800) 446-7876  
**Fax Number:** (410) 689-1610  
**Contact Person:** Ms. Jana Gantt

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

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**Attorney for Lender: Frank L. Majczan, Jr., Esquire**  
**Address: 901 W. Lehigh Street, Suite 200, Bethlehem, Pa. 18018**  
**Phone Number: (610) 882-2111**  
**Fax Number: (610) 882-2588**

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

● TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

● TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

● TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

● TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

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● TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

● TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

CCCS of Western Pa., Inc.  
217 E. Plank Road  
Altoona, Pa. 16602  
888-559-2227 Ext. 108

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, Pa. 15701  
(724) 465-2657

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

Very truly yours,

FRANK L. MAJCZAN, JR.  
FLM,JR:dmd  
CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL/CERTIFICATE OF MAILING

TO DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY  
BE ENTERED AGAINST YOU  
BY  
~~FOR PLAINTIFF~~ ATTORNEY

MAJCZAN-SCHAEDLER-KELLEHER  
901 W. LEHIGH STREET, SUITE 200  
BETHLEHEM, PA. 18018  
(610) 882-2111  
FAX (610) 882-2585

I DO HEREBY CERTIFY THAT THE  
WITHIN IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL FILED IN THIS  
ACTION  
BY  
~~FOR 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.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004 - 536 - c v

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and Objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgment for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, property or other rights important to you.

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

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

CLEARFIELD COUNTY

S. Meholick, Court Administrator, Clearfield County Courthouse,  
Clearfield, Pa. 16830, (814) 765-2641

APR 19 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

*Frank L. Majczan, Jr.*  
FRANK L. MAJCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. #17638

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

Attorney for Plaintiff

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

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

: NO.

: CIVIL ACTION - MORTGAGE FORECLOSURE

### **COMPLAINT**

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Associates Consumer Discount Company, is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals whose last known address is RR1, Box 103B, Dubois, Pennsylvania 15801.

3. On October 13, 2000, Defendants made, executed and delivered a Disclosure Statement, Note and Security Agreement, secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-Seven Thousand Two Hundred Forty-Seven and 66/100 (\$77,247.66) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200015797. Copies of said Mortgage and Disclosure Statement, Note and Security Agreement are attached hereto, collectively marked Exhibit "A", and are intended to become a part hereof.

4. Said Mortgage has not been assigned.

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

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

6. Defendants are in default under the terms of said Mortgage in that they have failed to make full payments from August, 2003 to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendants according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on March 3, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

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

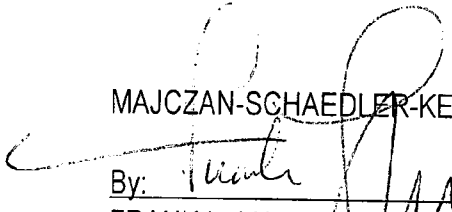
Principal of Mortgage debt due and unpaid -----	\$ 73,571.97
Interest to and including 4/14/04-----	\$ 6,657.77
(Each day add Twenty-Eight and 18/100 (\$28.18) Dollars after April 14, 2004)	
Prior unpaid interest charges -----	\$ 6,405.29
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to Five (5%) percent of the principal) -----	\$ 3,678.60
TOTAL	<u>\$ 90,538.63</u>

The attorney fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney fees will be charged based on work actually performed.

**WHEREFORE**, Plaintiff demands Judgment against Defendants, pursuant to this Complaint, in the amount of Ninety Thousand Five Hundred Thirty-Eight and 63/100 Dollars (\$90,538.63), together with interest at the contract rate of Twenty-Eight and 18/100 (\$28.18) per diem from April 14, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: APRIL 14, 2004

MAJCZAN-SCHAEDELER-KELLEHER

By:   
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: 4/14/04

Jana Gantt  
Jana Gantt, Foreclosure Analyst

Feb-26-04

10:00am

From-Citicorp Trust Bank, fsb

410 689 1610

T-266

P.002/015

F-422

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200015797

RECORDED ON

OCT 23, 2000  
11:24:46 AM

RECORDING FEES - \$13.00

RECORDED

COUNTY IMPROVEMENT \$1.00

RECORDING IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

ACCUFIL INC

After recording, return  
recording information to:  
AccuFile, Inc.  
P.O. Box 390150  
Omaha NE 68139

**MORTGAGE**

This Mortgage, entered into this 13 day of OCTOBER, 2000, between  
JOSEPH A. REITZ and SHERRI L. REITZ  
of DUBOIS

(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 269 NORTHLAND CENTER STATE COLLEGE, 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 \$ 77,247.66, 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  
CITY of DUBOIS, County of CLEARFIELD  
Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

SEE EXHIBIT "A"

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.

The provisions appearing on pages 2 and 3 are a part of this Mortgage.

Page 1

611562 REV. 7-00

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

00270A.04

EXHIBIT "A"

( LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN DU BOIS  
IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA  
AND BEING DESCRIBED IN A DEED DATED 07/27/96  
AND RECORDED 08/02/96, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
BOOK 1778 PAGE 48

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN SANDY  
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS,  
TO WIT: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF TOWNSHIP ROAD 373 ON THE  
WEST SIDE AT A 50' RIGHT-OF-WAY FOR A ROAD, BEING THE SOUTHEAST CORNER OF THE  
PARCEL HEREIN DESCRIBED; THENCE ALONG TOWNSHIP ROAD 373 RIGHT-OF-WAY LINE  
NORTH 49 DEGREES 50' WEST 182.0 FEET; THENCE BY LOT NO. 4 NORTH 15 DEGREES  
25' EAST 511.3 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE NOW OR FORMERLY OF  
CHESSIE SYSTEM SOUTH 62 DEGREES 30' EAST 370.5 FEET; THENCE ALONG THE WEST  
SIDE OF 50' RIGHT-OF-WAY THE FOLLOWING: SOUTH 14 DEGREES 15' WEST 190.00  
FEET; SOUTH 50 DEGREES 50' WEST 180.0 FEET AND SOUTH 44 DEGREES 24' WEST  
198.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.67 ACRES AND BEING LOT  
NO. 5 IN THE EMIL BLOMMEN SUBDIVISION LOCATED IN SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, AS SURVEYED BY GARY R. THURSTON UNDER PLAT DATED AUGUST  
7, 1985 }

**Additional provisions referred to on pages 1 and 3**

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.

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.

Page 2

011552 REV. 7-00

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

00270C.01

## Additional provisions referred to on pages 1 and 2

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:

*Joseph A. Reitz* (SEAL)  
JOSEPH A. REITZ (SEAL)  
*Sherri L. Reitz* (SEAL)  
SHERRI L. REITZ (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

} SS.

On this 13th day of October, 2000, before me, a Notary Public, came Joseph A Reitz and Sherri L Reitz 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.

Notarial Seal  
 Broden D. Baker, Notary Public  
 Ferguson Twp., Centre County  
 My Commission Expires Jan. 19, 2004

Member, Pennsylvania Association of Notaries

*Broden D. Baker*  
 Notary Public

### CERTIFICATE OF RESIDENCE

I, Tobie Bickle of Associates Consumer Discount Company,

Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is

269 Northland Center  
State College, Pennsylvania.

WITNESS my hand, this 13 day of October, 2000

Agent of Mortgagee

Page 3

011552 REV. 7-00

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



LENDER  
ASSOCIATES CONSUMER DISCOUNT COMPANY

# Loan Agreement

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

3522 269 NORTHLAND CENTER		STATE COLLEGE		PENNSYLVANIA	
ACCOUNT NUMBER	DATE	LOAN DATE	FINAL PAYMENT DATE	DISCORDER FEE PAID BY BORROWER (1)	
0200903	20	10/13/00	10/20/17	\$ .00	
BORROWER REITZ, JOSEPH A RR 1 BOX 103B DU BOIS PA 15801-9316			FEES 206.25 CREDIT LIFE INS. FEE \$ .00 CREDIT ADV. INS. FEE \$ .00	LOAN FEE (2) 0.00 5053.58 125584.30	INTEREST (3) 130637.88
CO-BORROWER (OPTIONAL) REITZ, SERRI L			AMOUNT FINANCED (4) 72194.08	FINANCE CHARGE	
			PRINCIPAL BALANCE (1) + (2) + (3) + (4) 77247.66	TOTAL OF PAYMENTS (5) + (6) 202831.96	
			CO-BORROWER (NON-SPOUSE)	NEXT PAYMENT DATE 11/20/00	

"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.)

\$ 1054.02 beginning on 11/20/00; followed by \$ 993.98 beginning on 12/20/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 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 13.99% 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. Lender 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.

NOTICE: See other side for additional loan terms.

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

**AFTER  
MATURITY  
INTEREST**

I agree to pay interest after 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 prepaid finance charge 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.

  
(BORROWER)  
  
(WITNESS)

  
(BORROWER)  
  
(BORROWER)

### **DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** on the North right of way line of Township Road 373 on the West side at a 50' right-of-way for a road, being the Southeast corner of the Parcel herein described; thence along Township Road 373 Right-of-Way line North 49 degrees 50' West 182.0 feet; thence by Lot No. 4 North 15 degrees 25' East 511.3 feet; thence along South right-of-way line now or formerly of Chessie System South 62 degrees 30' East 370.5 feet; thence along the West side of 50' right-of-way the following: South 14 degrees 15' West 190.00 feet; South 50 degrees 50' West 180.0 feet and South 44 degrees 24' West 198.5 feet to the place of beginning. Containing 3.67 acres and being Lot No. 5 in the Emil Blommen Subdivision located in Sandy Township, Clearfield County, Pennsylvania, as Surveyed by Gary R. Thurston under Plat dated August 7, 1985.

TAX /PARCEL ID NO. 128-005-34.2

EXHIBIT "B"



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

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 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): JOSEPH A. REITZ AND SHERRI L. REITZ  
PROPERTY ADDRESS: RR1, BOX 103B, CITY OF DU BOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA 15801  
LOAN ACCT. NO.: 20-0051-0280727  
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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 3

counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 4

your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at RR1, BOX 103B, CITY OF DU BOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

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

PARTIAL PAYMENT IN THE AMOUNT OF \$653.12 AND REGULAR MONTHLY PAYMENTS OF \$1,051.04 FOR 9/4/03 THROUGH AND INCLUDING 2/5/04 (6 PAYMENTS) S1BTOTALING \$6,306.24;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00;  
**TOTAL AMOUNT PAST DUE:** \$7,184.36

- 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**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 5

\$ 7,184.36, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

MS. JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD, SUITE 200  
HANOVER, MD 21076

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00.

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.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 6

**OTHER LENDER REMEDIES** - This lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender: Associates Consumer Discount Company**  
**Address: 7467 New Ridge Road, Suite 200, Hanover, MD 21076**  
**Phone Number: (800) 446-7876**  
**Fax Number: (410) 689-1610**  
**Contact Person: Ms. Jana Gantt**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
Page 7

**Attorney for Lender: Frank L. Majczan, Jr., Esquire**  
**Address: 901 W. Lehigh Street, Suite 200, Bethlehem, Pa. 18018**  
**Phone Number: (610) 882-2111**  
**Fax Number: (610) 882-2588**

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

● TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

● TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

● TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

● TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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● TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

● TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

CCCS of Western Pa., Inc.  
217 E. Plank Road  
Altoona, Pa. 16602  
888-559-2227 Ext. 108

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, Pa. 15701  
(724) 465-2657

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

Very truly yours,

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

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



TO DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY  
BE ENTERED AGAINST YOU  
BY ATTORNEY  
**FOR PLAINTIFF**

MAJCZAN-SCHAEDLER-KELLEHER  
901 W. LEHIGH STREET, SUITE 200  
BETHLEHEM, PA. 18018  
610-882-2111  
FAX (610) 882-2588

I DO HEREBY CERTIFY THAT THE  
WITHIN IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL FILED IN THIS  
ACTION  
BY ATTORNEY  
**FOR PLAINTIFF**

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

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

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

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and Objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgment for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, property or other rights important to you.

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

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

CLEARFIELD COUNTY

David S. Meholick, Court Administrator, Clearfield County Courthouse,  
Clearfield, Pa. 16830, (814) 765-2641

APR 19 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

*Frank L. Mauczan, Jr.*  
FRANK L. MAUCZAN, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF  
ATTORNEY I.D. #17638

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

Attorney for Plaintiff

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

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

: NO.

: CIVIL ACTION - MORTGAGE FORECLOSURE

### COMPLAINT

Plaintiff, ASSOCIATES CONSUMER DISCOUNT COMPANY, by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Associates Consumer Discount Company, is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals whose last known address is RR1, Box 103B, Dubois, Pennsylvania 15801.

3. On October 13, 2000, Defendants made, executed and delivered a Disclosure Statement, Note and Security Agreement, secured by a Mortgage executed by Defendants, upon premises hereinafter described, to Plaintiff in the amount of Seventy-Seven Thousand Two Hundred Forty-Seven and 66/100 (\$77,247.66) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200015797. Copies of said Mortgage and Disclosure Statement, Note and Security Agreement are attached hereto, collectively marked Exhibit "A", and are intended to become a part hereof.

4. Said Mortgage has not been assigned.

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

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

6. Defendants are in default under the terms of said Mortgage in that they have failed to make full payments from August, 2003 to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendants according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on March 3, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

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

Principal of Mortgage debt due and unpaid -----	\$ 73,571.97
Interest to and including 4/14/04-----	\$ 6,657.77
(Each day add Twenty-Eight and 18/100 (\$28.18)	
Dollars after April 14, 2004)	
Prior unpaid interest charges -----	\$ 6,405.29
Costs to date -----	\$ 225.00
Attorney fees (anticipated and actual to	
Five (5%) percent of the principal) -----	\$ 3,678.60
TOTAL	<u>\$ 90,538.63</u>

The attorney fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney fees will be charged based on work actually performed.

**WHEREFORE**, Plaintiff demands Judgment against Defendants, pursuant to this Complaint, in the amount of Ninety Thousand Five Hundred Thirty-Eight and 63/100 Dollars (\$90,538.63), together with interest at the contract rate of Twenty-Eight and 18/100 (\$28.18) per diem from April 14, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: APRIL 14, 2004

MAJCZAN-SCHAEDLER-KELLEHER

By: 

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

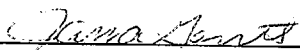
**VERIFICATION**

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: 4/14/04

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200015797

RECORDED ON

OCT 23, 2000  
11:24:46 AM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDING IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50  
TOTAL \$15.50

CUSTOMER  
ACCUFIL INC

After recording, return  
recording information to:  
AccuFile, Inc.  
P.O. Box 390190  
Omaha NE 68139

## MORTGAGE

This Mortgage, entered into this 13 day of OCTOBER, 2000, between JOSEPH A. REITZ and SHERRI L. REITZ of DIUBOIS

(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 269 NORTHLAND CENTER STATE COLLEGE, 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 \$ 77,247.66, 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 CITY of DIUBOIS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

SEE EXHIBIT "A"

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.

The provisions appearing on pages 2 and 3 are a part of this Mortgage.

Page 1

611562 REV. 7-00

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

00272A-04

EXHIBIT "A"

## { LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN DU BOIS  
IN THE COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA  
AND BEING DESCRIBED IN A DEED DATED 07/27/96  
AND RECORDED 08/02/96, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
BOOK 1778 PAGE 48

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN SANDY  
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS,  
TO WIT: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF TOWNSHIP ROAD 373 ON THE  
WEST SIDE AT A 50' RIGHT-OF-WAY FOR A ROAD, BEING THE SOUTHEAST CORNER OF THE  
PARCEL HEREIN DESCRIBED; THENCE ALONG TOWNSHIP ROAD 373 RIGHT-OF-WAY LINE  
NORTH 49 DEGREES 50' WEST 182.0 FEET; THENCE BY LOT NO. 4 NORTH 15 DEGREES  
25' EAST 511.3 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE NOW OR FORMERLY OF  
CHESSIE SYSTEM SOUTH 62 DEGREES 30' EAST 370.5 FEET; THENCE ALONG THE WEST  
SIDE OF 50' RIGHT-OF-WAY THE FOLLOWING: SOUTH 14 DEGREES 15' WEST 190.00  
FEET; SOUTH 50 DEGREES 50' WEST 180.0 FEET AND SOUTH 44 DEGREES 24' WEST  
198.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.67 ACRES AND BEING LOT  
NO. 5 IN THE EMIL BLOMMEN SUBDIVISION LOCATED IN SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, AS SURVEYED BY GARY R. THURSTON UNDER PLAT DATED AUGUST  
7, 1985 }



**Additional provisions referred to on pages 1 and 3**

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.

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.

Page 2

411532 REV. 7-00

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

00270C.D1

## Additional provisions referred to on pages 1 and 2

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:

[Signature]

[Signature]  
JOSEPH A. REITZ  
[Signature]  
SHERRI L. REITZ

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

} SS.

On this 13th day of October, 2000, before me, a Notary Public, came Joseph A Reitz and Sherri L Reitz 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.

Notarial Seal  
Broden D. Baker, Notary Public  
Ferguson Twp., Centre County  
My Commission Expires Jan. 19, 2004

Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public

## CERTIFICATE OF RESIDENCE

I, Tobie Bickle of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 269 Northland Center State College, Pennsylvania.

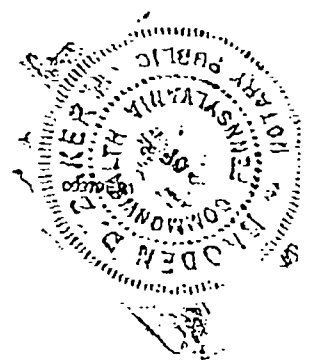
WITNESS my hand, this 13 day of October, 2000.

Agent of Mortgagee

Page 3

011662 REV. 7-00

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



LENDER:  
ASSOCIATES CONSUMER DISCOUNT COMPANY

# Loan Agreement

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

3522 269 NORTHLAND CENTER		STATE COLLEGE		PENNSYLVANIA	
ACCOUNT NUMBER 0200903	DATE 20	LOAN DATE 10/13/00	FINAL PAYMENT DATE 10/20/17	BORROWER HAS PAID BY BORROWER(S) (1)	
BORROWER REITZ, JOSEPH A RR 1 BOX 103B DU BOIS PA 15801-9316			FINANCE CHARGE 706.25	LOAN FEE (2)	5053.58
CO-BORROWER (S) (3) REITZ, SHERY L			AMOUNT FINANCED (1)	125584.30	130637.88
			AMOUNT PAID (1)		72194.08
			PRINCIPAL BALANCE (1)-(2)-(3)-(4)		77247.66
			TOTAL OF PAYMENTS (1)-(5)		202831.96
			TRUST PAYMENT DATE		11/20/00

"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.)

\$ 1054.02 beginning on 11/20/00; followed by \$ 993.98 beginning on 12/20/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 beginning on 00/00/00; followed by \$ 0.00 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 13.99 % 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. Lender waives the right to any interest 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.

Page 1 of 2

NOTICE: See other side for additional loan terms.

**AFTER  
MATURITY  
INTEREST**

I agree to pay interest after 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 prepaid finance charge 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.

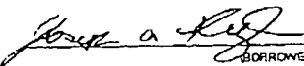
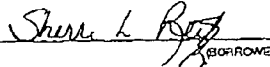
**NOTICE**

**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.

  
(Borrower)  
  
(Witness)

  
(Borrower)  
  
(Borrower)

**DESCRIPTION**

**ALL THAT CERTAIN** piece, parcel or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** on the North right of way line of Township Road 373 on the West side at a 50' right-of-way for a road, being the Southeast corner of the Parcel herein described; thence along Township Road 373 Right-of-Way line North 49 degrees 50' West 182.0 feet; thence by Lot No. 4 North 15 degrees 25' East 511.3 feet; thence along South right-of-way line now or formerly of Chessie System South 62 degrees 30' East 370.5 feet; thence along the West side of 50' right-of-way the following: South 14 degrees 15' West 190.00 feet; South 50 degrees 50' West 180.0 feet and South 44 degrees 24' West 198.5 feet to the place of beginning. Containing 3.67 acres and being Lot No. 5 in the Emil Blommen Subdivision located in Sandy Township, Clearfield County, Pennsylvania, as Surveyed by Gary R. Thurston under Plat dated August 7, 1985.

TAX /PARCEL ID NO. 128-005-34.2

EXHIBIT "B"

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

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): JOSEPH A. REITZ AND SHERRI L. REITZ  
PROPERTY ADDRESS: RR1, BOX 103B, CITY OF DU BOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA 15801  
LOAN ACCT. NO.: 20-0051-0280727  
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

Joseph A. Reitz  
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Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
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counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives



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Du Bois, Pa. 15801

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DuBois, Pa. 15801

March 3, 2004  
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your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at RR1, BOX 103B, CITY OF DU BOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

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

PARTIAL PAYMENT IN THE AMOUNT OF \$653.12 AND REGULAR MONTHLY PAYMENTS OF \$1,051.04 FOR 9/4/03 THROUGH AND INCLUDING 2/5/04 (6 PAYMENTS) \$1BTOTALING \$6,306.24;

Other charges (explain/itemize): TITLE/APPRAISAL FEES IN THE AMOUNT OF \$225.00;  
**TOTAL AMOUNT PAST DUE:** \$7,184.36

- 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**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
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\$ 7,184.36, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

MS. JANA GANTT, FORECLOSURE ANALYST  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD, SUITE 200  
HANOVER, MD 21076

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00.

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.

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**OTHER LENDER REMEDIES** - This lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender: Associates Consumer Discount Company**  
**Address: 7467 New Ridge Road, Suite 200, Hanover, MD 21076**  
**Phone Number: (800) 446-7876**  
**Fax Number: (410) 689-1610**  
**Contact Person: Ms. Jana Gantt**

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
RR1, Box 103B  
DuBois, Pa. 15801

March 3, 2004  
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**Attorney for Lender: Frank L. Majczan, Jr., Esquire**  
**Address: 901 W. Lehigh Street, Suite 200, Bethlehem, Pa. 18018**  
**Phone Number: (610) 882-2111**  
**Fax Number: (610) 882-2588**

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

● TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

● TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

● TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

● TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

Joseph A. Reitz  
RR1, Box 103B  
Du Bois, Pa. 15801

Sherri L. Reitz  
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DuBois, Pa. 15801

March 3, 2004  
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● TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

● TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

CCCS of Western Pa., Inc.  
217 E. Plank Road  
Altoona, Pa. 16602  
888-559-2227 Ext. 108

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, Pa. 15701  
(724) 465-2657

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

Very truly yours,

FRANK L. MAJCZAN, JR.  
FLM,JR:dmd  
CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL/CERTIFICATE OF MAILING

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

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

Plaintiff

: NO. 2004-536-CD

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

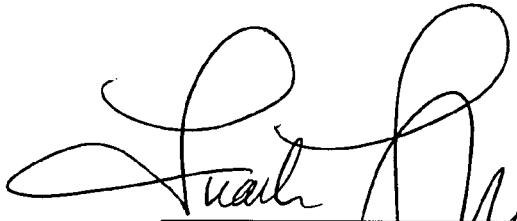
: CIVIL ACTION - MORTGAGE FORECLOSURE

PRAECIPE FOR RE-INSTATEMENT

TO THE PROTHONOTARY/CLERK OF SAID COURT:

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

DATED: June 3, 2004



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

FILED

JUN 07 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

10C

M/3:25 PM  
JUN 07 2004

*[Signature]*

Sheriff & 2 Reinstated Compl.

William A. Shaw

Prothonotary/Clerk of Courts

Atty rd. 7.00

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

ASSOCIATES CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15459

VS.

04-536-CD

REITZ, JOSEPH A. & SHERRI L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JUNE 18, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRI L. REITZ, DEFENDANT AT RESIDENCE, 4231 W. LIBERTY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRI L. REITZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW JUNE 18, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH A. REITZ, DEFENDANT AT RESIDENCE, 4231 W. LIBERTY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRI REITZ, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

**Return Costs**

Cost	Description
57.75	SHERIFF HAWKINS PAID BY: ATTY CK# 2151
20.00	SURCHARGE PAID BY: ATTY CK# 2152

Sworn to Before Me This

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

William A. Shaw  
WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**FILED**

9/2/05  
JUL 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

So Answers,

Chester A. Hawkins

My Master's Name  
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.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

*File*  
**FILED** Aug 20 2004  
m/a: 116/101  
JUL 22 2004  
Att'y  
Prothonotary/Clerk of Courts  
Statement to  
Def's.

PRAECIPE FOR JUDGMENT

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

( x ) Assess damages as follows:  
Debt ----- \$ 86,860.03  
Interest from 4/14/04 to 7/20/04 --- \$ 2,733.46  
Attorney's Commission ----- \$ 3,678.60  
TOTAL ----- \$ 93,272.09

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

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

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

DATE: JULY 20, 2004

Signature: *[Signature]*  
Print Name: FRANK L. MAJOZAN, JR., ESQUIRE  
Attorney for: PLAINTIFF  
Address: 901 W. LEHIGH STREET, SUITE 200  
BETHLEHEM, PA 18018  
Telephone: (610) 882-2111  
Supreme Court ID No.: 17638

NOW, July 22, 2004, JUDGMENT IS ENTERED AS ABOVE.

*[Signature]*  
Prothonotary/Clerk, Civil Division

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

Deputy

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

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

TO: JOSEPH A. REITZ  
4231 W. LIBERTY ROAD  
DUBOIS, PA. 15801

SHERRI L. REITZ  
4231 W. LIBERTY ROAD  
DUBOIS, PA. 15801

DATE OF NOTICE: JULY 9, 2004

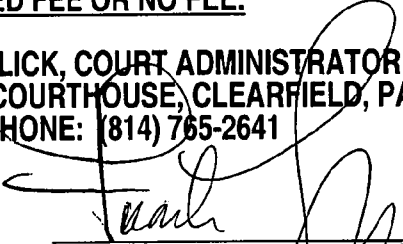
**IMPORTANT NOTICE**

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

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

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

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

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



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

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

Plaintiff

vs.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

NOTICE OF FILING JUDGMENT

- ( x ) Notice is hereby given that a Judgment in the above-captioned matter has  
been entered against you in the amount of \$93,272.09 on July 22, 2004.
- ( x ) A copy of all documents filed with the Prothonotary in support of the within judgment  
are enclosed.

Prothonotary/Clerk, Civil Division

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

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

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

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

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

COPY

Associates Consumer Discount Company  
Plaintiff(s)

No.: 2004-00536-CD

Real Debt: \$93,272.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joseph A. Reitz  
Sherri L. Reitz  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 22, 2004

Expires: July 22, 2009

Certified from the record this 22nd 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.

JOSEPH A. REITZ and SHERRI L. REITZ  
RR1, Box 103B  
Dubois, Pa. 15801

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

<sup>EOK</sup>  
**FILED**

m/4:00 PM  
AUG 20 2004

William A. Shaw  
Prothonotary/Clerk of Courts  
No CC Atty pd. 7.00  
Cert. of Sat. to Atty

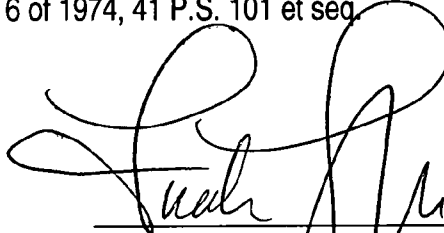
**PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION**  
TO THE PROTHONOTARY:

You are hereby authorized, empowered, and directed to enter, as indicated, the following on the records thereof:

- ☐ The within suit is Settled, Discontinued, Ended and costs paid.
- ☐ The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
- ☐ The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.
- ☐ Satisfaction of the Award in the within suit is acknowledged.
- ☐ Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.
- ☒ Other: Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged pursuant to Act 6 of 1974, 41 P.S. 101 et seq.

DATE: August 17, 2004

WITNESS (if signer is other than  
a registered attorney):

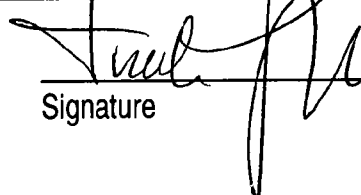


Signature of authorizing party

FRANK L. MAJCZAN, JR., ESQUIRE

**COST PAYMENT VERIFICATION**

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA. C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.



Signature

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Associates Consumer Discount Company

No.: 2004-00536-CD

Vs.

Debt: \$93,272.09

Joseph A. Reitz  
Sherri L. Reitz

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, August 20, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 20th day of August, A.D. 2004.

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Prothonotary

TO DEFENDANTS  
YOU ARE HEREBY NOTICED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY  
BE ENTERED AGAINST YOU  
BY MICHAEL J. SCHAEFER  
**FOR PLAINTIFF**

MAJCZAN-SCHAEGLER-KELLEHER  
901 W. LEHIGH STREET, SUITE 200  
BETHLEHEM, PA. 18018  
(610) 882-2111  
FAX (610) 882-2388

I DO HEREBY CERTIFY THAT THE  
WITHIN IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL FILED IN THIS  
ACTION  
BY MICHAEL J. SCHAEFER  
**FOR PLAINTIFF**