

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

NO. 2004-536-CO

FILED

APR 19 2004

m/ 1:30pm
William A. Shaw
Prothonotary

vs.

JOSEPH A. REITZ and SHERRI L. REITZ

RR1, Box 103B

Dubois, Pa. 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

3 court to 54cc
1 court to 44cc

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. 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,	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
Plaintiff	:	NO.
vs.	:	
JOSEPH A. REITZ and SHERRI L. REITZ RR1, Box 103B Dubois, Pa. 15801	:	CIVIL ACTION - MORTGAGE FORECLOSURE
Defendants	:	

COMPLAINT

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

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

2. Defendants, 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	
	\$ 90,538.63

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: [Signature]

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

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

RECORDED ON
200015797
RECORDED ON
Oct 23, 2000
11:24:46 AM

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

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 DUBROTS (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 DUBROTS, 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

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

{ 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 Mortgagor 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 Mortgagor may require, in such amounts and for such periods as Mortgagor may require, and in an insurance company or insurance companies acceptable to Mortgagor. All insurance policies and renewals shall designate Mortgagor as mortgage loss payee and shall be in a form acceptable to Mortgagor. Mortgagors hereby confer full power on Mortgagor to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder, and, at Mortgagor's option, to apply same toward either the restoration or repair of the premises or the payment of the Loan Agreement. Any due date of monthly installments due under the Loan Agreement shall not extend or postpone the application of such proceeds toward payment of 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, necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagor's interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagor agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagor to Mortgagors, and may bear interest from the date of disbursement by Mortgagor at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagor 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 Mortgagor.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagor 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

81-532 REV. 7-00

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

002790C.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:

Jeff Bickle

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

Broden D. Baker
Notary Public

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

611662 REV. 7-00

<input type="checkbox"/>	ORIGINAL (1)
<input type="checkbox"/>	BORROWER COPY (1)
<input type="checkbox"/>	RETENTION COPY (1)



LENDER
ASSOCIATES CONSUMER DISCOUNT COMPANY

Loan Agreement

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

BRANCH CODE, STREET ADDRESS, CITY AND STATE	STATE	COLLEGE	PENNSYLVANIA
3522 269 NORTHLAND CENTER	STATE COLLEGE	PENNSYLVANIA	
ACCOUNT NUMBER	DUET	LOAN DATE	FINAL PAYMENT DATE
0200903	20	10/13/00	10/20/17
BORROWER			BORROWER FEE PAID BY BORROWER (D)
REITZ, JOSEPH A			\$0.00
RR 1 BOX 103B			CLOSED FEE (D)
DU BOIS			0.00
PA 15801-9316			INTEREST (I)
CO-BORROWER			5053.58 125584.30
REITZ, SHERRI L			130637.88
			11-21-00-00-00-00
			AMOUNT PAID BACK (P)
			72194.08
			TOTAL OF PAYMENTS (D+P)
			202831.96
			LAST 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 16th 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 increase or decrease on the sixth 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 the 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.

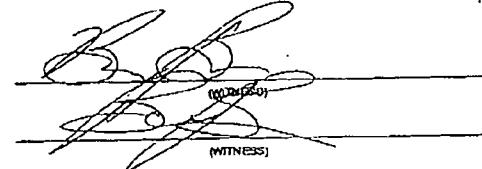
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

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)



John A. Roff (BORROWER)

Sherril Roff (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 INMEDIATAMENTE 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
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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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RR1, Box 103B
DuBois, Pa. 15801

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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

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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
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Du Bois, Pa. 15801

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

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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
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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

7 Jun 04 Document
Reinstated. Referred to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

APR 19 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

REITZ, JOSEPH A. & SHERRI L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15459

04-536-CD

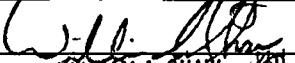
SHERIFF RETURNS

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

18th Day Of May 2004

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

So Answers,


by Marilyn Haar
Chester A. Hawkins
Sheriff

FILED
1/3 '04 BY
MAY 18 2004
KJ
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 : CIVIL ACTION - MORTGAGE FORECLOSURE
RR1, Box 103B
Dubois, Pa. 15801

Defendants :

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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. Meholic, Court Administrator, Clearfield County Courthouse,
Clearfield, Pa. 16830, (814) 765-2641

APR 19 2004

Attest.

William L. Mauczak
Prothonotary/
Clerk of Courts

FRANK L. MAUCZAK, 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,	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION
Plaintiff	:	NO.
vs.	:	
JOSEPH A. REITZ and SHERRI L. REITZ RR1, Box 103B Dubois, Pa. 15801	:	CIVIL ACTION - MORTGAGE FORECLOSURE
Defendants	:	

COMPLAINT

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

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

2. Defendants, 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.

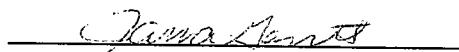
FRANK L. MAJczan, JR. ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

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

T-266 P.002/015 F-422
INSTRUMENT NUMBER
200015797
RECORDED ON
Oct. 23, 2000
11:24:46 AM

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

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

{ 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 Mortgagor 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 Mortgagor may require, in such amounts and for such periods as Mortgagor may require, and in an insurance company or insurance companies acceptable to Mortgagor. All insurance policies and renewals shall designate Mortgagor as mortgage loss payee and shall be in a form acceptable to Mortgagor. Mortgagors hereby confer full power on Mortgagor to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Mortgagor's option, to apply same toward either the restoration or repair of the premises or the payment of the Loan Agreement. Any 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, Mortgagor 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 Mortgagor's interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagor agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagor to Mortgagors, and may bear interest from the date of disbursement by Mortgagor at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagor 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 Mortgagor.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagor 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.

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

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 Mortgagess.

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:

Guy Bickel

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

011662 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 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 charges 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.

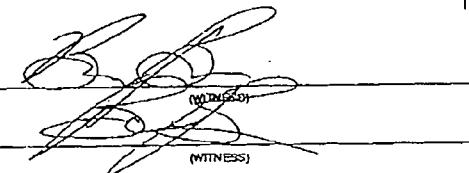
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

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.



(WITNESS)



John A. Roff
BORROWER

Sherr L. Roff
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 INMEDIATAMENTE 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
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

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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

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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

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. A JUDGMENT MAY
BE ENTERED AGAINST YOU
BY ATTORNEY
FOR PLAINTIFF

MAJJCZAN-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
B
CHARLES J. KELLEHER
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 : NO. 2004 - 536-cv

vs.

JOSEPH A. REITZ and SHERRI L. REITZ : CIVIL ACTION - MORTGAGE FORECLOSURE
RR1, Box 103B
Dubois, Pa. 15801

Defendants :

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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 S. Meholic, Court Administrator, Clearfield County Courthouse, statement filed in this case.

Clearfield, Pa. 16830, (814) 765-2641

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

Attest.

William L. Mauczak
Prothonotary/
Clerk of Courts

APR 19 2004

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

Attorney for Plaintiff

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

COMPLAINT

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

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

2. Defendants, 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.
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

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 - \$15.00
 RECORDER
 CITY IMPROVEMENT \$1.00
 UNINCORPORATED \$1.00
 RECORDER
 IMPROVEMENT FUND \$1.00
 STATE WRIT TAX \$0.50
 TOTAL \$15.50
 410 689 1610
 410 689 1610
 ACCUFILE INC CUSTOMER

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 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

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

{ **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.

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

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 Mortgagors.

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:

City Banks

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

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011652 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 \$5,000
VARIABLE - FIXED RATE - BALLOON

3522 269 NORTHLAND CENTER STATE COLLEGE PENNSYLVANIA

ACCT NUMBER	DOE	LOAN DATE	FINAL PAYMENT DATE	EXCERPT FEE PAID BY BORROWER (D)	FINANCIAL CHARGE
0200903	20	10/13/00	10/20/17	\$ 0.00	
REITZ, JOSEPH A			10/20/00		
RR 1 BOX 103B			206.25	0.00	
DU BOIS				5053.58	125584.30
PA					130637.88
15801-9316					72194.08
CO-BORROWER(S) NAME					TOTAL OF PAYMENTS DUE
REITZ, SHERRI L					202831.96
					LAST 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 16th 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 in [redacted] 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 the 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.

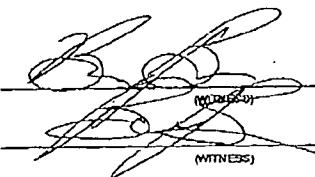
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

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.



(WITNESS)

(WITNESS)

John A. Ryz
(BORROWER)

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

EXHIBIT "C"

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

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

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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

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RR1, Box 103B
Du Bois, Pa. 15801

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RR1, Box 103B
DuBois, Pa. 15801

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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

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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
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Du Bois, Pa. 15801

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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
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Du Bois, Pa. 15801

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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 AT 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 AT 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 : NO. 2004-536-CO

VS.

JOSEPH A. REITZ and SHERRI L. REITZ : CIVIL ACTION - MORTGAGE FORECLOSURE
RR1, Box 103B
Dubois, Pa. 15801

Defendants :

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

NOTICE

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

David S. Meholick

CLEARFIELD COUNTY
Court Administrator, Clearfield County Courthouse,
Clearfield, Pa. 16830, (814) 765-2641

APR 19 2004

Attest.

William L. Maiczan
Prothonotary/
Clerk of Courts

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

COMPLAINT

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

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

2. Defendants, 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

MAJCHAN-SCHAEDLER-KELLEHER

By: Frank L. Majchan

FRANK L. MAJCHAN, 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

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

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

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 Mortgagor, ALL the following described real estate situate in the CITY of DUROBOIS, 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

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

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

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, Mortgagor 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 Mortgagor's interest. Any amount disbursed by Mortgagor hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagor agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagor to Mortgagors, and may bear interest from the date of disbursement by Mortgagor at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagor 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 Mortgagor.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagor may forthwith bring an Action of Mortgage or 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

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

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:

City Buss

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

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

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



Loan Agreement

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

LENDER
ASSOCIATES CONSUMER DISCOUNT COMPANY

3522-269 NORTHLAND CENTER

STATE COLLEGE

PENNSYLVANIA

ACCOUNT NUMBER	DEBTOR	LOAN DATE	FINAL PAYMENT DATE	INTEREST PAID BY BORROWER (1)	INTEREST PAID BY CO-BORROWER (1)	AMOUNT PAID (1)
0200903	REITZ, JOSEPH A RR 1 BOX 103B DU BOIS PA 15801-9316	20 10/13/00	10/20/17	706.25	0.00	5053.58 125584.30 130637.88
				CREDIT LIFE INS. PREMIUM	INTEREST PAID BY CO-BORROWER (1)	AMOUNT PAID (1)
				\$ 0.00	\$ 0.00	72194.08

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, below until fully paid.

REPAYMENT I promise to pay you at your office, the principal balance together with interest figured at the Agreed Rate of Interest checked 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 Rates" 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
PAYMENT
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.

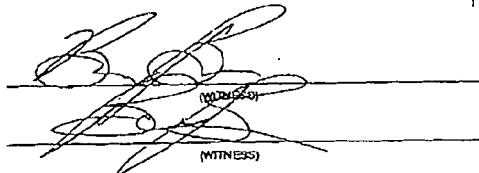
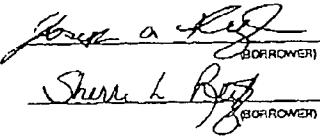
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

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)
 (Witness)

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 INMEDIATAMENTE 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

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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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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**

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RR1, Box 103B
DuBois, Pa. 15801

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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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DuBois, Pa. 15801

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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.

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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

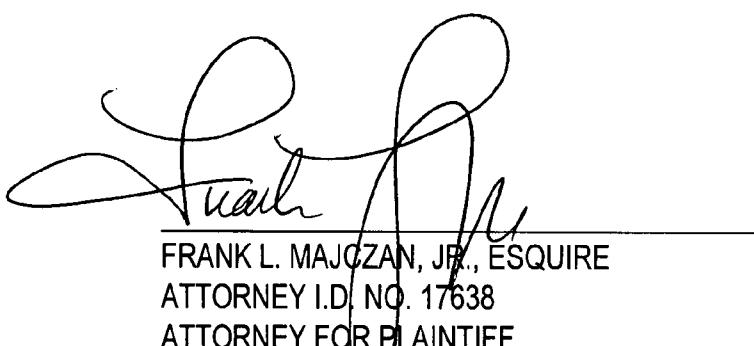
ASSOCIATES CONSUMER DISCOUNT :
COMPANY, :
7467 New Ridge Road, Suite 200 :
Hanover, MD 21076, :
Plaintiff : NO. 2004-536-CD
vs. :
JOSEPH A. REITZ and SHERRI L. REITZ : CIVIL ACTION - MORTGAGE FORECLOSURE
RR1, Box 103B :
Dubois, Pa. 15801 :
Defendants :
:

PRAECIPE FOR RE-STATEMENT

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. MAJOCZAN, 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 Sheriff & 2 Reinstated Compl.

JUN 8 2004

2004

Att'y pd. 7.00

William A. Shaw

Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES CONSUMER DISCOUNT COMPANY

VS.

REITZ, JOSEPH A. & SHERRI L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15459

04-536-CD

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

8th Day Of July 2004

William A. Shaw

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Mauley Hause
Chester A. Hawkins
Sheriff

FILED

9/2/05
JUL 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

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

Plaintiff

vs.

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

Defendants

NO. 2004-536-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED

Atty Ad 20.00
m/2/16/04 recd Notice to
JUL 22 2004 Statement to
Atty
Abraham A. Shaw
Prothonotary, Clerk of Courts

PRAECIPE FOR JUDGMENT

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

Assess damages as follows:

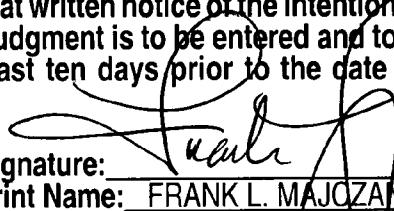
Debt -----	\$ 86,860.03
Interest from 4/14/04 to 7/20/04 -----	\$ 2,733.46
Attorney's Commission -----	\$ 3,678.60
TOTAL -----	\$ 93,272.09

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

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

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

DATE: JULY 20, 2004

Signature: 

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

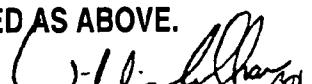
Attorney for: PLAINTIFF

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.


Prothonotary/Clerk, Civil Division

by:

Deputy

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

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

Plaintiff

NO. 2004-536-CD

vs.

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

Defendants

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

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

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

NO. 2004-536-CD

vs.

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

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF *Maryland*)
)
) SS.:
COUNTY OF *Baltimore*)

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendants, Joseph A. Reitz and Sherri L. Reitz, are adult individuals; that their last known address is 4231 W. Liberty Road, Dubois, Pennsylvania 15801; that their employment is in private industry; and that they are not in the Military or Naval Service of the United States of America or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, and/or its amendments.

Jana Gantt
JANA GANTT, FORECLOSURE ANALYST

ASSOCIATES CONSUMER DISCOUNT COMPANY

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

Carla C.

NOTARY PUBLIC



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

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

Plaintiff

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

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

NO. 2004-536-CD

vs.

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

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

FILED ^{EOK}
m/4/00/01
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

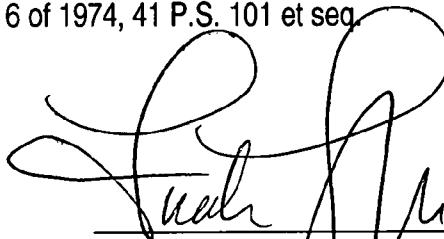
TO THE PROTHONOTARY:

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):

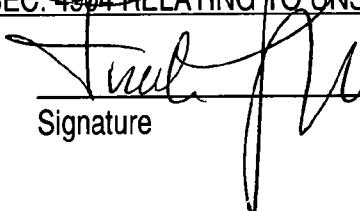


Signature of authorizing party

FRANK L. MAJ CZAN, 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

No.: 2004-00536-CD

Associates Consumer Discount Company

Debt: \$93,272.09

Vs.

Atty's Comm.:

Joseph A. Reitz
Sherri L. Reitz

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.

Prothonotary

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

MAJCZAN-SCHAEDLER-KELLEHER
901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA. 18018
(610) 882-2111
FAX (610) 882-2338

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

FOR PLAINTIFF

FOR ATTORNEY