

08-153-CD

Am Gen. Cons Disc vs R. Maseto

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

AMERICAN GENERAL
CONSUMER DISCOUNT COMPANY,

Plaintiff

vs.

RICHARD G. MASETO, aka
RICHARD G. MASETO, II,

Defendant

2008- 153-CD

TYPE OF PLEADING:

COMPLAINT

Counsel of Record:

Matthew T. Budash, Esquire

Budash & Welch, LLP
836 Philadelphia Street
Indiana, PA 15701

ATTORNEY FOR PLAINTIFF

Attorney I.D. #65526

Phone: (724) 463-6050

FILED ^{at \$95.00 AAH}
m/11:30am ICC SHP
JAN 30 2008 ICC AAH.
LM
William A. Shaw
Prothonotary/Clerk of Courts

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Plaintiff

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Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,

2008 -

CIVIL ACTION – MORTGAGE FORECLOSURE

NOTICE TO DEFEND

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 the Complaint is served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

LAUREL LEGAL SERVICES, INC.
225-227 FRANKLIN STREET
400 FRANKLIN CTR.
JOHNSTOWN, PA 15901
814-536-8917

NOTICE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ., YOU MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF YOU DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE YOU WITH WRITTEN VERIFICATION OF THE DEBT, AS WELL AS THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU DO NOT DISPUTE THE DEBT, IT IS NOT AN ADMISSION OF LIABILITY BY YOU.

IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY (30) DAY PERIOD, WE WILL CEASE COLLECTION OF THIS DEBT, OR ANY DISPUTED PORTION OF IT, UNTIL WE HAVE OBTAINED THE REQUIRED INFORMATION AND MAILED IT TO YOU. ONCE WE HAVE MAILED YOU THE REQUIRED INFORMATION, WE WILL CONTINUE THE COLLECTION OF THIS DEBT.

THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR. THIS ACTION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

AMERICAN GENERAL
CONSUMER DISCOUNT COMPANY,
PENNSYLVANIA

Plaintiff

vs.

RICHARD G. MASETO, aka
RICHARD G. MASETO, II,

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,

2008 -

COMPLAINT

AND NOW COMES, American General Consumer Discount Company, by and through their attorney, Matthew T. Budash, of law firm of Budash & Welch, LLP, and respectfully represents as follows:

1. American General Consumer Discount Company, Plaintiff, is a national Corporation with a local address of 625 W. High Street, Ebensburg, Pennsylvania 15931, and brings this action to foreclose the Open End Mortgage dated January 13, 2005, by and between Defendants, Richard G. Maseto, as Mortgagor and Plaintiff as Mortgagee, which has been recorded in the Office of Recorder of Deeds of Indiana County, Pennsylvania at Instrument Number 200500759, a copy of which is attached hereto and incorporated herewith as Exhibit A.

2. Defendant is Richard G. Maseto, aka Richard G. Maseto, II, who resides at 639 Stiffertown Road, Cherry Tree, Pennsylvania 15724.

3. The Open End Mortgage secures Defendant's certain Home Equity Line Agreement dated January 13, 2005, in an amount \$48,750.00 payable to Plaintiff in monthly installments pursuant to the terms contained in the American General Home Equity Line of Credit Agreement, a copy of which is attached hereto and incorporated herewith as Exhibit B, together with interest.

4. At the time of the execution of the Open-End Mortgage, Plaintiffs disbursed to Defendant the sum of \$48,750.00.

5. A description of the land subject to the Open-End Mortgage is contained in a deed recorded in the Clearfield County Recorder of Deeds Office in Instrument No. 200500758, and is described as follows:

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

BEGINNING at a post at the point of intersection of two public roads, on the north side of the public road from Cherry Tree to Curwensville, and the east side of public road from Cherry Tree to Gettysburg; thence along said road from Cherry Tree to Gettysburg, North 40 ° West 138 7/12 feet to a post at corner of land of George M. Byers; thence North 42 ° East along land of the said George M. Byers, 154 feet more or less to a corner; thence along land of same, North 47 ° West 60 feet to a post on public alley; thence along said alley, North 42 ° East 15 feet to a post on corner of said alley and land of Mrs. L. Patterson; thence South 47 ° East along land of the said Mrs. L. Patterson, 12 1/3 perches to the aforesaid public road from Cherry Tree to Curwensville; thence along said public road 42 ° West 10 perches to a post and place of beginning.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

BEING the same premises, title to which became vested in Richard Gregory Maseto II, single man, by deed of Richard Gregory Maseto II, single man and Kelly Lynn Hudzick, formerly Kelly Lynn Maseto, married woman, dated January 10, 2005, and recorded in the Office of the Recorder for Clearfield County at Instrument No. 200500758.

Parcel No. 108-A15-312-13.

6. The Defendant is the real owner of the land subject to the mortgage.

7. The mortgage is in default because of the Defendant's failure to make the payments due under the Home Equity Line of Credit Agreement and Open End Mortgage as of September 1, 2007, and is as follows:

Principal balance.....	\$51,542.82
Interest from September 1, 2007, through January 22, 2008	
@ \$21.72 per day.....	\$3,111.59
Costs.....	To be added
Late Fees.....	\$296.81
NSF Fees.....	\$20.00
Attorneys' Fees (to the extent incurred).....	<u>To be added</u>
Total.....	\$54,971.22

Plus interest from January 23, 2007, at \$21.72 per day, and all other sums advanced pursuant to the mortgage and reasonable attorneys' fees of thereon.

8. On or about September 25, 2007, Notices were sent to the Defendant in accordance with 35 P.S. § 1680.403C (Homeowner's Emergency Mortgage Assistance act of 1983-Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974 with Act 91, the "Acts" that an action on said Mortgage may be commenced after 30 days from the date of Notices. Said Notices further advises Defendant of his rights and obligations in accordance with the Acts. Copies of said Notices sent to Defendant are attached and incorporated as Exhibits C.

9. Defendant has not cured the default.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$54,971.22 plus continuing interest at the contract rate, reasonable attorneys' fees as authorized by the Home Equity Line Agreement, costs of foreclosure and sale of the premises.

Respectfully submitted,

BUDASH & WELCH, LLP

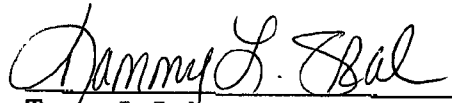
By: 

Matthew T. Budash, Esquire
PA Supreme Court ID #65526

836 Philadelphia Street
Indiana, Pennsylvania 15701
Phone: 724-463-6050

VERIFICATION

I, Tammy L. Sral, for American General Consumer Discount Company, verify that the averments set forth in the foregoing Complaint 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. 4904, relating to unsworn falsification to authorities.



Tammy L. Sral

for American General Consumer Discount Company

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OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES

To Borrowers whose Revolving Line of Credit Agreement and Disclosure Statement provides for a Line of Credit not exceeding \$50,000 and a Variable Rate feature: **Notice to Borrower: This document contains provisions for a variable interest rate.**

THIS OPEN-END MORTGAGE ("Security Instrument") is given on JANUARY 13, 2005. The mortgagor is RICHARD GREGORY MASETO II, SINGLE MAN

(Borrower").

(indicate marital status)

This Security Instrument is given to

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

which is organized and existing under the laws of Pennsylvania,

and whose address is

625 W HIGH ST

EBensburg, PA 15931-1512

("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Line of Credit set by Lender (initially \$ 48750.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BURNSIDE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULL DESCRIBED IN A DEED DATED 11/15/1996 AND RECORDED 11/18/1996, AMONG THE LAND RECORDS OF THE COUNTY OF STATE SET FORTH ABOVE, IN DEED VOLUME 1803 AND PAGE 399

Prior Instrument Reference: Mortgage Book No. 1803, Page 399 ^{New} Inst # 200500758

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

(Space Above This Line For Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES

To Borrowers whose Revolving Line of Credit Agreement and Disclosure Statement provides for a Line of Credit not exceeding \$50,000 and a Variable Rate feature: **Notice to Borrower: This document contains provisions for a variable interest rate.**

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees actually incurred if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period if not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees actually incurred if and as permitted by applicable law and costs of title evidence.

19. **Lender in Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

20. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs.

21. **Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

Margaret S Link
MARGARET S LINK

Richard Gregory Maseto II (Seal)
Borrower RICHARD GREGORY MASETO II

Tammy L Sral
TAMMY L SRAL

Tammy L Sral (Seal)
Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CAMBRIA ss:

On this 13th day of January, 2005, before me,
PAMELA LYNN FOLCKEMER undersigned officer, personally appeared
RICHARD GREGORY MASETO II, SINGLE MAN

known to me (or satisfactorily proven) to be the PERSON whose NAME IS subscribed to the within instrument and acknowledged that SHE executed the same for the purposes therein contained

WITNESS my hand and official seal, the day and year aforesaid.

(SEAL)

My Commission expires:
JULY 13, 2006

Notarial Seal
Pamela Lynn Folckemer, Notary Public
Ebensburg Boro, Cambria County
My Commission Expires July 13, 2006

Member, Pennsylvania Association Of Notaries

Pamela Lynn Folckemer
Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

TAMMY L SRAL, of
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

Mortgagee named in the foregoing mortgage, hereby certify
that the correct residence address of said Mortgagee is
625 W HIGH ST, EBENSBURG, PA 15931-1512

Witness my hand, this 13th day of January, 2005

Tammy L Sral
Agent of Mortgagee

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT

**AMERICAN
GENERAL
FINANCIAL SERVICES**

ACCOUNT NUMBER 13545113		
DATE 01/13/05	CREDIT LIMIT \$ 48750.00	TYPE OF LOAN (Alpha) Y00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")		LENDER'S TELEPHONE NUMBER: 814-472-9051
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 625 W HIGH ST EBENSBURG, PA 15931-1512		
BORROWER(S) NAME AND ADDRESS ("I", "We")		
RICHARD G MASETO 639 STIFFLERTOWN RD CHERRY TREE, PA 15724		
PROPERTY THAT SECURES THIS LINE OF CREDIT		
<input checked="" type="checkbox"/> Conventional Home and Real Estate	<input type="checkbox"/> Manufactured Home and Real Estate	<input type="checkbox"/> Other Real Estate
PROPERTY ADDRESS 639 STIFFLERTOWN RD CHERRY TREE, PA 15724	PROPERTY ADDRESS	PROPERTY ADDRESS

1. **Meaning of Some Words.** In this Agreement, the words "Borrower," "I," "me," "my," "we," and "our" mean all persons signing this Agreement as a "Borrower" or "Co-Borrower." The words "Lender," "you," and "your" mean AMERICAN GENERAL CONSUMER DISCOUNT COMPANY its successors, and assigns.

2. **Home Equity Line of Credit Agreement.** Lender has opened a Line of Credit for me (my "Account"). This American General Home Equity Line of Credit Agreement ("Agreement") states the terms and conditions of my Account. I have read this Agreement carefully and will keep a copy for my records.

3. **Credit Limit.** The maximum amount of credit available to me under this Agreement is called my Credit Limit. My Credit Limit is stated above. The total amount I owe Lender at any time under this Agreement and my Security Instrument (defined in Section 5 below) is called my Total Balance. The total amount available for me to borrow from my Account at any time is called my Available Credit. My Available Credit equals my Credit Limit, less my outstanding Principal Balance. My Principal Balance is the amount I owe Lender for each Draw (defined in Section 7 below) on my Account, as well as any fees and charges that are added to my Principal Balance and any credit insurance premiums.

4. **Promise to Pay.** I promise to pay to the order of Lender my Total Balance. If more than one Borrower signs this Agreement, all of us are bound by this Agreement, and each of us, together and individually, will keep all of the promises we make in this Agreement, including our Promise to Pay. If someone other than a Borrower uses my Account, I promise to pay amounts owed to Lender because of Draws by that person, even if that person did not have my permission and even if I told Lender that the person was using my Account, to the extent permitted by applicable law.

5. **Security Interest.** At the time I sign this Agreement, I also will give Lender a mortgage, deed of trust, and/or other security instrument (the "Security Instrument"). The Security Instrument gives Lender a security interest in the property (the "Security Interest") described at the beginning of this Agreement (the "Property"). Lender's Security Interest will be limited to my Credit Limit plus any unpaid finance charges. The Property will be used as the principal residence of at least one Borrower, unless Lender otherwise agrees. I agree not to allow any other lien to be filed against the Property that will be superior to or adversely affect Lender's Security Interest.

The Security Instrument will not secure other debts I owe Lender, unless it specifically states that it secures those debts. This Agreement and my Account will not be secured by a mortgage, deed of trust, or other security instrument on anyone's principal residence, unless the mortgage, deed of trust, or other security agreement specifically states that it secures this Agreement.

6. Using My Account.

Right to Cancel. If the Property is the principal residence of any Borrower, I may be entitled to cancel all or a part of this Agreement under the Truth in Lending Act and Regulation Z or other applicable law. If Lender gives me a Right to Cancel, I may not use my Account until the Right to Cancel expires. I may also be entitled to rescind a Security Interest added or increased in the event that the Credit Limit on my Account is increased.

The Term of This Agreement. The term of this Agreement is divided into two periods: the 10 year "Draw Period" and the "Repayment Period." The Repayment Period will vary depending on the payment option I choose.

Draw Period. An advance of funds from my Account is called a Draw. This Agreement and the Draw Period begin on 01/13/05. The Draw Period will continue for 10 years and will end on 01/12/15 (the "Last Draw Date").

Repayment Period. After the Draw Period ends, the Repayment Period begins ("Repayment Period"). During the Repayment Period, I may not take any Draws, and I must repay the Total Balance in accordance with the payment option I choose.

Credit Limit. I may make Draws on my Account up to my Credit Limit; however, I may not take a Draw greater than my Available Credit. If I do request a Draw greater than my Available Credit in violation of this Agreement, Lender may but is not obligated to honor that Draw request, and Lender is not obligated to honor future Draw requests in excess of my Credit Limit.

7. Draws. There are two kinds of Draws: the "First Draw" and "Subsequent Draws."

First Draw. I must take a First Draw in the minimum amount of \$ 1000.00 on 01/19/05 (the "First Draw Date"). My First Draw will be paid to me by check. In addition to my First Draw, any Fees due under this Agreement that I choose to finance will be added to my Principal Balance.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

Subsequent Draws. I may take Subsequent Draws during the Draw Period by writing special checks from time to time (each, a "Check"), but I may not request a Subsequent Draw for an amount greater than my Available Credit. Each Subsequent Draw must be for at least \$ 100.00. Immediately after any Subsequent Draw, my Principal Balance must exceed \$ N/A. I may obtain Subsequent Draws at Lender's offices or by using my Checks I receive from Lender. Lender may charge amounts to my Account as Subsequent Draws to protect Lender's Security Interest in the Property, as stated in the Security Instrument, at any time.

Checks. I can use my Checks, subject to the terms of this Agreement. When Lender honors a Check, Lender may charge the amount of the Check to my Account, even if it is post-dated, stale, or will cause me to exceed my Credit Limit. Lender is not obligated to pay Checks that will cause me to exceed my Credit Limit, but, if Lender does so, Lender is not obligated to do so again in the future. Checks will not be returned with my Monthly Statements. Lender can pay Checks in any order it chooses even though this may affect whether I exceed my Credit Limit, unless otherwise required by law.

Stop Payment Requests. If I ask, Lender may attempt to stop payment on a Check, but Lender will have no liability to me if Lender does not. An oral request to stop payment is good for only fourteen (14) calendar days unless I confirm it in writing within that period. A written request is good for only six (6) months unless I renew it in writing within that period. I will contact Lender immediately if I wish to stop payment on a Check. Lender then will send me a "Stop Payment Request" form that I must sign and return to Lender. Lender will advise me of other rules that will apply to Stop Payment Requests.

Loss of Checks. I must notify Lender immediately if any of my Checks are lost or stolen or if I learn that any of the Checks have been used without my permission. To report the loss or theft of my Checks, I may write to Lender at the address listed at the beginning of this Agreement or on my Monthly Statement ("Lender's Address") or call Lender at the telephone number listed at the beginning of this Agreement or on my Monthly Statement ("Lender's Telephone Number"). Lender may change Lender's Address or Lender's Telephone Number by telling me in my Monthly Statement. If my Account is closed for any reason, I agree to return all unused Checks to Lender immediately.

Restrictions on Draws. Lender may refuse to honor any Draw request:

- (a) that will cause me to exceed my Credit Limit;
- (b) that I try to use to make any payments on my Account or any other account due to Lender, unless I first get Lender's permission in writing;
- (c) that does not comply with this Agreement;
- (d) if Lender has suspended or terminated my Account; or
- (e) if I am otherwise in default of this Agreement.

Lender is not responsible if I am dissatisfied with the goods or services I have purchased or leased with Draws from my Account or if anyone does not accept my Check.

8. How My Finance Charges Are Computed. Finance charges will be assessed on my Account in the form of Additional Fees described in Section 10 below and by applying the applicable daily periodic rate disclosed in Section 9 below to the average daily balance on my Account and then multiplying the resulting product by the number of days in the billing cycle. The Finance Charge calculated in this manner will never exceed the Finance Charge that would result from applying the daily periodic rate to the daily balance for each day of the billing cycle. Finance charges will be disclosed on my Monthly Statement as the Finance Charge. The daily periodic rate applied to my Account will be determined by dividing the annual percentage rate applicable to my Account (the "Annual Percentage Rate") for the billing cycle by 365 (the "Daily Periodic Rate").

Calculation of Average Daily Balance. Lender figures a portion of the Finance Charge on my Account by applying the Daily Periodic Rate to the average daily balance on my Account. To get the average daily balance, Lender takes the beginning Principal Balance (which excludes any accrued and unpaid finance charges resulting from the daily periodic rate) on my Account each day, adds any new Draws, Fees (as defined below), and credit insurance premiums (except as otherwise provided in this Agreement), and subtracts any payments or credits. This gives Lender the "Closing Daily Balance" on my Account. Then, Lender adds all the Closing Daily Balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives Lender the "Average Daily Balance." The Closing Daily Balance will reflect payments, credits, draws, and debits posted to my Account each day but will not include any unpaid finance charges resulting from the daily periodic rate.

No Grace Period. There is no grace period during which I can make a payment and avoid a Finance Charge. Finance charges will begin to accrue on the day that Draws, Fees (as defined below), or credit insurance premiums are posted to my Account.

9. Annual Percentage Rates/Daily Periodic Rates. The interest rate that Lender uses to calculate a portion of the Finance Charge on my Account is called an Annual Percentage Rate or a Daily Periodic Rate. The Annual Percentage Rate is the Daily Periodic Rate of interest on my Account expressed as an annual rate.

☒ **Fixed Annual Percentage Rate/Daily Periodic Rate.** The ANNUAL PERCENTAGE RATE applied to my Account is 16.000%. The Daily Periodic Rate applied to my Account is .0438%.

☐ **Variable Annual Percentage Rate/Daily Periodic Rate.** My Annual Percentage Rate and Daily Periodic Rate may change N/A. The Annual Percentage Rate and the Daily Periodic Rate on my Account are based on an index. The index is the highest Prime Rate in the "Money Rates" listing in The Wall Street Journal on the first business day after the 14th day of the month preceding each N/A anniversary of my Account. The anniversary of my Account is N/A from the Date of Agreement above and the same date of each N/A time period thereafter (my "Anniversary"). To get my Annual Percentage Rate, Lender adds N/A percentage point(s) (the "Margin") to the index. My initial ANNUAL PERCENTAGE RATE is N/A%, and my initial Daily Periodic Rate is N/A%. If the index becomes unavailable during the term of this Agreement, Lender may use a comparable index after Lender notifies me.

Rate Changes. The Annual Percentage Rate can change N/A, but the rate cannot increase or decrease by more than N/A percentage point(s) at any rate change. Changes in the Annual Percentage Rate and Daily Periodic Rate for my Account will take effect on the first day of the billing cycle beginning on or after the Anniversary of my Account. My Monthly Statement will show the Annual Percentage Rate and Daily Periodic Rate that applied to my Account during the billing cycle. Increases in the Annual Percentage Rate and Daily Periodic Rate for my Account may result in a greater Finance Charge and an increase in the Current Payment I must make on my Account. The ANNUAL PERCENTAGE RATE on my Account will never be more than N/A%, which is the same as a Daily Periodic Rate of N/A%, or be less than N/A%, which is the same as a Daily Periodic Rate of N/A%.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

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AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

☐ **Introductory Discount for Annual Percentage Rate/Daily Periodic Rate.** Initially, during the discount period, the Annual Percentage Rate and Daily Periodic Rate applicable to my Account will not be the Annual Percentage Rate and Daily Periodic Rate shown above. The Introductory **ANNUAL PERCENTAGE RATE** is N/A%, and the Introductory Daily Periodic Rate is N/A%. The Introductory Annual Percentage Rate and Daily Periodic Rate applicable to my Account will be in effect from the First Draw Date through the first NA billing cycles. Thereafter, beginning on the first day of the next billing cycle, the Annual Percentage Rate and Daily Periodic Rates shown above will apply.

Each Annual Percentage Rate disclosed above includes only interest and not other charges.

10. Fees. I agree to pay certain fees and charges ("Fees") as provided below. I agree that Lender may charge these Fees to my Account and include these Fees in my Principal Balance, except as otherwise provided in this Agreement. Fees will not be refunded if my Account is closed for any reason, unless required by law.

Loan Fees. I agree to pay the following Loan Fees in connection with my Account. If I do not pay the Loan Fees in cash when I open my Account, funds may be advanced from my Account to pay these Loan Fees at the time I take my First Draw.

Loan Fees Paid to Lender.

Loan Fees Paid to Third Parties.

\$ 602.75	Title Insurance Fee
\$ 65.00	Title Examination Fee
\$ 300.00	Appraisal Fee
\$ 87.00	Recording/Releasing Fees RE

Additional Fees. I also agree to pay the following Additional Fees on my Account. These Fees are an additional kind of FINANCE CHARGE. These Additional Fees will appear on my first Monthly Statement in the "FINANCE CHARGE" box.

Additional Fees Paid to Lender.

\$ 2437.00 Points

Additional Fees Paid to Third Parties.

\$ 59.00 Tax Service Fee

Account Fees. If checked, Lender may charge the following Fees to my Account:

- ☐ **Initial Annual Fee.** Lender may charge an Annual Fee on my Account on my first Monthly Statement. The initial Annual Fee is \$ N/A.
- ☐ **Subsequent Annual Fee.** Lender may charge a subsequent Annual Fee on my Account on each annual anniversary during my Draw Period. The subsequent Annual Fee is \$ N/A.
- ☒ **Late Fee.** I may have to pay a Late Fee as more fully described in Section 34.
- ☒ **Returned Check Fee.** I may be required to pay a Returned Check Fee as more fully described in Section 35.
- ☐ **Reconveyance Fee.** I may be required to pay a Reconveyance Fee as more fully described in Section 36.

11. Payment Options. Each month I must pay at least the Minimum Payment shown on each of my Monthly Statements by the payment due date. I may make larger payments on my Account at any time and in any amount, but I still must make any Minimum Payment due for the month(s) following that larger payment. The larger my payments, the smaller the total Finance Charge I will have to pay over the term of this Agreement. I may pay the Total Balance on my Account in full at any time; however, I may be required to pay a Prepayment/Termination Fee, as provided in Section 33.

☐ **Percent of New Balance Option.** Under this option and subject to any balloon payment below, my Minimum Payments will be due monthly and will include any Past Due Amounts and any Late Fee and any Returned Check Fees assessed for the billing cycle, plus a Current Payment equal to N/A% of the sum of the Principal Balance, the finance charges, and any credit insurance premiums assessed for the current billing cycle.

☒ **Assumed Term Option.** Under this option and subject to any balloon payment below, my Minimum Payment will be due monthly and will include a Current Payment equal to an amount that would amortize the Principal Balance and the Finance Charge to be earned on my Principal Balance over an assumed term of 20 years (the "Assumed Term") in substantially equal amounts each billing cycle, plus any Past Due Amounts and any credit insurance premiums, any Late Fee, and any Returned Check Fees assessed for the billing cycle. During my Draw Period, if my Principal Balance changes because I take a Draw and/or Fees are charged to my Account or if my Annual Percentage Rate changes (other than an adjustment resulting from the expiration of an Introductory Rate), my Current Payment will be adjusted at the end of the billing cycle in which the change occurs to an amount that would amortize my Principal Balance and the Finance Charge to be earned on my Principal Balance in substantially equal amounts each billing cycle over my Assumed Term; however, the due date of any balloon payment below will remain the same. During the Repayment Period, each time my Annual Percentage Rate is adjusted or an advance is made from my Account pursuant to this Agreement, my Current Payment will also be adjusted to an amount that would amortize my Principal Balance and the Finance Charge to be earned over the remainder of my Assumed Term; however, the due date of any balloon payment below will remain the same.

If the Current Payment determined under either payment option above is less than \$ 50.00, my Current Payment will equal \$ 50.00 or the New Balance shown on my Monthly Statement, whichever is less.

☐ **Balloon Payment.** If I only make the required Current Payments on my Account, they will not be sufficient to repay my Total Balance. I will then be required to pay my remaining Total Balance in a single "Balloon Payment" on N/A.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

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AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

Allocation of Payments. Account payments will be applied first to any Late Fee, then to any Returned Check Fee, any credit life insurance premiums billed (where applicable), any credit involuntary unemployment insurance premiums billed (where applicable); then to finance charges assessed on my Account, and finally to the Principal Balance of my Account, unless otherwise required by law. Credit Insurance premiums are billed as of the Billing Cycle Closing Date as defined in Section 12 below.

Form of Payments. I must make my payments by check, money order, or similar instrument payable in U.S. funds and drawn on a financial institution located in the U.S. I may not mail Lender cash or use a Check (see Section 7 above) to pay Lender; however, I may make my payments in cash in person at any of Lender's offices. I agree not to send Lender payments marked "paid in full," "without recourse," or similar language unless those payments are marked for special handling and sent to Lender's office servicing my Account.

Where to Send My Payments. I must send my payment to Lender's Address listed on my Monthly Statement. Payments that Lender receives at Lender's Address by 3 PM each business day will be credited to my Account as of the date of receipt. Payments that Lender receives at Lender's Address after this time will be treated as received by Lender on the next business day. Payments received at any other location will be credited no later than five (5) days after Lender receives them to be credited. I will be sure to include my payment coupon with my payment. If I fail to include my payment coupon, my payment may not be credited to my Account for up to five (5) days. Delayed crediting may cause me to incur a Late Fee and/or additional finance charges.

12. Monthly Statements. Lender will bill me for payments due on my Account, every month, by sending me a billing statement, called a Monthly Statement. The period of time covered by each Monthly Statement is called a "Billing Cycle." My first Billing Cycle begins on the Date of Agreement. The last day of each Billing Cycle is called the "Billing Cycle Closing Date." Each Monthly Statement will show the activity on my Account during the Billing Cycle. The day of the month when each payment will be due is shown after the words "Payment must be received on or before" (the "Payment Due Date"). Each Monthly Statement will show the Billing Cycle Closing Date, the Payment Due Date for the Billing Cycle, and certain other required information. Lender will send each Monthly Statement to the Borrower's address listed at the top of page 1 of this Agreement, called "Borrower's Address."

When Lender Will Send My Monthly Statements. Lender will send me a Monthly Statement for each Billing Cycle in which: (1) Lender charges a Finance Charge; (2) Lender charges a Fee; (3) there is any other activity on my Account; or (4) the law requires that Lender send me a Monthly Statement.

Billing Errors. I should review each Monthly Statement carefully and advise Lender in writing of any errors within sixty (60) days of the Billing Cycle Closing Date, as more fully explained on the Billing Rights Statement that accompanies this Agreement.

13. When Lender May Prohibit Subsequent Draws or Reduce My Credit Limit. To the extent permitted by applicable law and as provided in the Agreement, Lender may prohibit Subsequent Draws or reduce my Credit Limit if:

- The value of the Property decreases significantly below the appraised value of the Property. The appraised value of the Property is the value shown by Lender's most recent appraisal of the Property (the "Appraised Value"); or
- Lender reasonably believes that I will be unable to make my Minimum Payments on time because of a material adverse change in my financial circumstances; or
- I am in default of a material obligation under this Agreement. A material obligation includes, but is not limited to, my promise: (i) to notify Lender immediately should there be an adverse change in my credit or financial condition; (ii) to give Lender updated financial or credit information upon request; (iii) not to permit any lien to be filed against the Property that will be superior to Lender's Security Interest; and (iv) not to exceed my Credit Limit; or
- Government action: (i) prevents Lender from charging any Annual Percentage Rate provided under this Agreement; or (ii) adversely affects the priority of Lender's Security Interest in the Property to the extent that the value of Lender's Security Interest is less than 120% of my Credit Limit; or
- When the maximum Annual Percentage Rate under this Agreement is reached; or
- Lenders' regulators consider Subsequent Draws to be an unsafe and unsound lending practice; or
- I ask Lender to reduce or limit my Subsequent Draws; or
- Any event listed in Section 15 below occurs.

How to Reinstate My Account. Lender will reinstate my Account during the Draw Period if: (1) I ask Lender in writing to reinstate; (2) I pay any credit report fees and any appraisal fee Lender incurs to update Lender's credit information about me; (3) Lender agrees that the reason that caused Lender to prohibit Subsequent Draws or reduce the Credit Limit no longer exists; and (4) there is no other reason for Lender to prohibit Subsequent Draws or reduce my Credit Limit. Lender may require that all Borrowers sign any request to reinstate.

14. Required Property Insurance. I am required to maintain hazard insurance on the Property in types and amounts acceptable to Lender ("Required Insurance"). I have the option of providing the Required Insurance through an existing policy of insurance owned or controlled by me, or through a policy to be obtained and paid for by me. I may purchase this Required Insurance through any insurer, insurance agent, or broker of my choice that is acceptable to Lender. Lender may for reasonable cause decline any insurance provided by me. Required Insurance is not available for purchase through Lender. Required insurance must: (a) insure the Property against all risks of physical damage, including loss by fire and other hazards for the term of the Agreement; (b) have terms and amounts satisfactory to Lender; (c) name Lender as loss payee or mortgagee; (d) not permit the addition of any other loss payee or mortgagee to the insurance policy unless Lender consents in writing; (e) provide that such insurance will not be canceled or modified without at least fifteen (15) days prior written notice to the loss payee or mortgagee; and (f) not include any disclaimer of the insurer's liability for failure to give such notice. I agree to provide Lender with satisfactory proof of my Required Insurance.

I agree to keep my Required Insurance in force until all amounts that I owe Lender under this Agreement and the Security Instrument are paid in full, my Account is terminated, and Lender releases the Security Instrument. In case of damage to or loss of the Property, I agree to give prompt notice to Lender and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, Lender may (but is not required to) do so on my behalf. I agree that Lender may use any insurance proceeds to reduce the amounts that I owe under this Agreement and the Security Instrument. I authorize Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds paid to Lender do not satisfy all amounts that I owe Lender under this Agreement and the Security Instrument, I remain responsible for payment of the balance of any amounts due under this Agreement and the Security Instrument.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

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AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

If, at any time, I fail to buy or keep in force my Required Insurance, Lender may (but is not required to) purchase insurance at my expense to protect Lender's interest in the Property. I agree that Lender may, at its sole option, cancel this insurance and that Lender has a security interest in any unearned premiums from such insurance and I hereby assign to Lender any rights I may have to said unearned premiums and I authorize and appoint Lender as my attorney-in-fact to cancel the insurance and apply the unearned premiums to reduce my Account upon cancellation of said insurance. I agree that this insurance may, but need not, protect my interests. The coverage purchased by Lender may not pay any claim I make. I agree that the cost of insurance purchased by Lender may be much more than the cost of insurance I could have obtained on my own, and I agree that the cost of such insurance may, to the extent permitted by law, be added to my Principal Balance and accrue finance charges. I authorize Lender to purchase the insurance required by this Agreement. I understand that Lender or its affiliate may earn a profit from the purchase of this insurance, to the extent permitted by applicable law.

15. Default. To the extent permitted by applicable law, I will be in default of this Agreement if

- (a) I file for, or my creditors place me in, bankruptcy and I fail to meet the repayment terms of this Agreement; or
- (b) I do not make any Minimum Payment by the Payment Due Date or otherwise fail to meet the repayment terms provided for in this Agreement; or
- (c) I commit fraud or materially misrepresent any information with regard to my Account, including, but not limited to, material misrepresentations in my credit application, financial statements that I make to Lender, or any correspondence or discussions that I have with Lender about my Account; or
- (d) Any action or inaction by me adversely affects Lender's Security Interest in the Property, for example, (i) I transfer title to the Property or sell the Property without Lender's prior written permission; (ii) I do not maintain Required Insurance on the Property; (iii) I do not pay, when due, taxes that would become a lien on the Property; (iv) I am the only Borrower and I die; (v) I do not maintain the Property, I abandon the Property or I commit waste or otherwise destructively use the Property; (vi) a lien that is superior to Lender's Security Interest is filed against the Property, or a lien that is subordinate to Lender's lien is filed against the Property and that lien adversely affects the Property or Lender's rights in the Property; (vii) the Property is taken by condemnation or eminent domain; (viii) the Property is foreclosed upon by another lien holder; (ix) another creditor attempts to enforce a judgment against the Property; (x) I use the Property illegally such that the Property could be seized; or (xi) I move out of the Property; or
- (e) One of two Borrowers dies and Lender's Security Interest is adversely affected thereby.

(For Kansas residents only, Lender believes the preceding events would significantly impair the prospect of payment performance, or realization of collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

If I default, Lender may, subject to providing required notices and right to cure, (i) prohibit Subsequent Draws and (ii) reduce my Credit Limit and (iii) close my Account and require me to pay Lender the Total Balance right away and (iv) foreclose on my Property. If I default and Lender hires an attorney who is not Lender's employee to collect my Account, I will pay Lender's collection costs, including court costs and foreclosure costs and reasonable attorney's fees, to the extent permitted by applicable law.

All of Lender's rights and remedies shall be cumulative and nonexclusive with respect to each and every Borrower or Co-Borrower obligated under this Agreement.

16. When Lender May Close My Account. If I am in default, Lender may close my Account and require me to pay the Total Balance immediately, after providing me any notice of default and opportunity to cure required by applicable law. If I am in default, Lender first may choose to take other action, such as prohibiting Subsequent Draws or reducing my Credit Limit; however, unless Lender reinstates my Account, Lender does not give up Lender's right to close my Account and require me to pay Lender the Total Balance immediately, even if I do not default again. If Lender closes my Account and requires me to pay Lender the Total Balance right away, I must pay the Total Balance I owe Lender immediately. Until I pay Lender in full, the Principal Balance will continue to accrue finance charges at the rate disclosed in this Agreement, or the maximum rate allowed by applicable law, whichever is less.

17. Closing My Account. Except as otherwise provided in this Agreement, I may close my Account at any time by calling Lender at Lender's Telephone Number and sending a written request to Lender's Address. Lender will close my Account when Lender receives my notice. If more than one person signs this Agreement as a Borrower, any Borrowers request to close the Account will be treated as a request to close this Account by all Borrowers. Lender may not honor any Check Lender receives after Lender receives my notice. If I close my Account, I must stop using it immediately and pay the Total Balance I owe Lender. Until I pay Lender in full, Lender will charge finance charges on the Principal Balance of my Account.

18. Credit Information. I must notify Lender immediately if there is any adverse change in my credit or financial condition. I will provide Lender with updated financial or credit information when Lender requests it. Lender may get consumer reports from consumer reporting agencies when Lender reviews my Account.

19. Notices. Lender will send me any notice required by this Agreement or by law to Borrower's Address. I will tell Lender in writing if Borrower's Address changes. If Lender mails me a letter, notice, or statement to Borrower's Address, Lender can assume that I have received it. If I send Lender a notice or letter, I must send it to Lender's Address or any other address Lender specifies in my Monthly Statement.

20. Tax Deductions. Lender has made no promises to me nor advised me in any way whether the Finance Charges and Fees are "interest" that I may deduct on my tax returns. I should consult a tax advisor about deducting Finance Charges and Fees on my tax returns.

21. No Transfer. I will not transfer or assign any of my rights under this Agreement. Lender may transfer or assign any or all of Lender's rights under this Agreement.

22. Telephone Calls. Lender may listen to or record Lender's telephone calls with me for quality control purposes. Lender may use and I consent to the use of automated telephone equipment or prerecorded telephone calls to contact me about my Account, to the extent allowed by law. If I have a telephone answering device, Lender may leave messages about my Account or about additional opportunities and promotions on this device.

23. No Waiver. Lender may choose to delay enforcing any of Lender's rights or waive any of Lender's rights under this Agreement. Lender may delay enforcing or waiving any of Lender's rights without affecting Lender's other rights. If Lender waives a right, Lender can still enforce the same right later.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

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AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

- 24. Lender's Errors.** Lender does not intend to charge or collect any interest, charge, or fee that is more than the law allows. If Lender charges or collects any amount over what the law allows, Lender will apply the excess amount first to the Principal Balance due on my Account as a partial prepayment without any Prepayment/Termination Fee. If I have paid my Account in full, Lender will refund any excess amount. If any part of this Agreement is finally determined to be unenforceable under any law, rule, or regulation, all other parts of this Agreement still are valid and enforceable.
- 25. How Lender May Change This Agreement.** Subject to any state law requirements, Lender may change the terms of this Agreement if (a) I have already agreed to the change in this Agreement, (b) if I agree to the change in writing at the time Lender requests it, (c) if the change unequivocally will benefit me during the remaining term of this Agreement, or (d) if the change is insignificant (such as changes relating to Lender's data processing systems).
- 26. Entire Agreement.** This Agreement, together with all documents executed at the same time, contain the entire agreement of the parties concerning the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein.
- 27. Broker Representations.** Borrower acknowledges that any broker involved in the transaction is not Lender's agent, and Lender is not bound by any of the brokers representations.
- 28. Release of Security.** Lender is not obligated to release the Security Instrument on the Property unless there are no longer any amounts owing to Lender under this Agreement and unless I indicate to Lender in writing that I want to terminate my Account.
- 29. Not applicable.**
- 30. Not applicable**
- 31. Miscellaneous.** I waive the defenses of presentment, notice of dishonor, and protest, if any, to the enforcement of this Agreement and any Security Instrument. Time is of the essence of this Agreement. If any provision of this Agreement shall be adjudged or deemed invalid, illegal, or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of the Agreement shall be construed as if such provision had never been included. Plural words shall be construed in the singular and singular words in the plural as their context may require, or as required to give effect to the terms of the Agreement. I agree to cooperate in executing any extension or statement of maturity of the Security Instrument securing this Agreement.
- 32. Arbitration Agreement and Waiver of Jury Trial.** (See following pages).

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the lender or who is affiliated with the lender 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.

RM

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person--the arbitrator--instead of a judge or jury, to resolve the dispute. **TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("this Arbitration Agreement").**

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by **BINDING ARBITRATION** all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous retail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender, any third parties that assigned Retail Contracts or other agreements to Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are American General Finance Corporation, American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement; provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counter claim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$5,000.00 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by me or Lender, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$5,000, then that claim, counterclaim, cross-claim, or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin, or foreclosure or by having filed any claims in court seeking to recover a total sum of \$5,000.00 or less.

ARBITRATION RULES AND PROCEDURES.

A. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the NAF Rules. If I lose my copy, Lender will give me another one if I ask for it. I may also obtain a copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at www.arb-forum.com. In the event that NAF is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the NAF for good cause, then Lender and I agree to submit all disputes to the American Arbitration Association ("AAA") for proceedings conducted pursuant to the AAA's Commercial Rules and Expedited Procedures. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to JAMS for proceedings conducted under its Financial Services Arbitration Rules and Procedures. If there is a conflict between the rules of the NAF (or the AAA or JAMS) and this Arbitration Agreement, this Arbitration Agreement will govern.

B. SELECTION OF ARBITRATOR. NAF maintains lists of approved arbitrators. NAF will provide Lender and me each a list of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

C. STARTING ARBITRATION. Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable opportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute and why I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any other information I need from Lender. Before Lender starts an arbitration, it must write to me at my billing address; describe its claim or dispute; state the dollar amount of its claim or dispute; and give me a reasonable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the foregoing manner, either Lender or I can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA or JAMS).

D. COSTS OF ARBITRATION. The NAF, AAA, and JAMS all charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.

E. CONDUCT OF PROCEEDINGS. In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS

RM

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con't)

F. ENFORCEMENT AND APPEAL OF DECISION. The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF, AAA, or JAMS, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

G. LIMITATION OF PROCEEDINGS. Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim.

H. LIMITATION OF ARBITRATOR'S AUTHORITY: The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.

I. LOCATION OF THE ARBITRATION. The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.

J. ENFORCEMENT IN COURT. Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.

K. FORUM SELECTION CLAUSE. If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that either may or may not be arbitrable under this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county where Lender's office is located or where I sign this Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location. Nothing in this paragraph shall prevent either Lender or me from enforcing its or my rights under this Arbitration Agreement if the Covered Claim is filed in court.

ADDITIONAL INFORMATION. I may obtain additional information about arbitration by contacting the National Arbitration Forum, Inc., at P.O. Box 50191, Minneapolis, Minnesota 55405, (800-474-2371 (Telephone)), (612-631-0802 (Fax)), www.arb-forum.com (e-mail).

OTHER IMPORTANT AGREEMENTS. Lender and I agree:

- (a) This Arbitration Agreement does not affect any statute of limitations or claims of privilege recognized at law.
- (b) The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
- (c) The Federal Arbitration Act applies to and governs this Agreement. State arbitration laws and procedures shall not apply to this Agreement.
- (d) This Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
- (e) If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- (f) This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- (g) This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

RM

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

33. Prepayment/Termination Fee.

☐ If checked and if (i) I pay the Total Balance on my Account within ___ months after the Date of Agreement and (ii) I terminate my Account, I agree to pay a prepayment/termination fee equal to ___% of the amount of my original Credit Limit ("Prepayment/Termination Fee"). There will be no Prepayment/Termination Fee if (a) my Account is refinanced or consolidated by Lender or its affiliate; (b) my Account is prepaid with insurance proceeds; (c) my Account is prepaid as a result of lawsuit, foreclosure, or acceleration; (d) Lender disapproves a request for assumption and exercises its rights under a due-on-sale clause, and imposition of the Prepayment/Termination Fee is prohibited by applicable law; or (e) my Account is terminated more than ___ months after the Date of Agreement.

☒ If checked, there will be no prepayment/termination fee.

34. Late Fee. If I fail to pay in full the Current Payment within 15 days after the Payment Due Date, Lender may charge a Late Fee equal to 10.00 % of the entire amount of the payment.

35. Returned Check Fee. If I make a payment on my Account by a check or other instrument that is returned to Lender unpaid for any reason, Lender may charge a Returned Check Fee of \$20.00.

36. Reconveyance Fee. Not applicable.

37. Due on Sale. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument; however, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of the Security Instrument.

If Lender exercises this option, Lender will give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on me.

38. Governing Law. The laws of the state where the Property is located and federal law govern this Agreement.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

RM

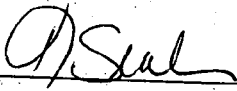
AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

UNARBT (8-12-01)

I agree that, as of the date first written above ("the Date of this Agreement"), I have received and read a fully completed, legible copy of this Agreement, the Truth in Lending Insurance Disclosures, a copy of the Security Instrument, the Privacy Notice, and two copies of a Notice of Right to Cancel (if applicable), and agree to be bound thereby.

CAUTION: IT IS IMPORTANT THAT I THOROUGHLY READ THE CONTRACT BEFORE I SIGN IT.

x 
Witness

x  L.S.
Borrower RICHARD G MASETO

x _____
Witness

x _____ L.S.
Co-Borrower

x _____ L.S.
Co-Maker
Print Name: _____

x _____ L.S.
Co-Maker
Print Name: _____

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by American General Consumer Discount Co. (hereinafter we, us or ours) on your property located at 639 Stifflertown Road Cherry Tree, PA 15724, IS IN SERIOUS DEFAULT (because you have not made the monthly payments of 750.00 for the months of July, August, and Sept, and/or because non-payment

Late charges and other charges have also accrued to this date in the amount of \$2250.06. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$2250.06

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$2250.06, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at American General Consumer Discount Co 625 W. High Street Ebensburg, PA 15931.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty 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 hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately 60 days. A notice of the date of the Sheriff 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 will be by calling us at the following number: 814-472-9051. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED.] CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Date: September 25th, 2007

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 must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 90 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 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 LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME: Richard G. Maseto
PROPERTY ADDRESS: 639 Stiffletown RD Cherry Tree, PA 15724
LOAN ACCT. NO: 13545113
ORIGINAL LENDER: American General Consumer Discount Co.
CURRENT LENDER/SERVICER: American General Consumer Discount Co.
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 face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 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 the 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 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 the 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 Mortgage 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 and postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION—Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the 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:
639 Stiffletown RD Cherry Tree, PA 15724

IS SERIOUSLY IN DEFAULT because: of non payment

STATEMENTS OF POLICY

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

July, August and September for \$2250.86

Other charges (explain/Itemize):

TOTAL AMOUNT PAST DUE:

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

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 \$ 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:

American General Consumer Discount Co.
625 W. High Street
Ebensburg, PA 15931

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.)

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

IF THE MORTGAGE IS FORECLOSED UPON—The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES—The 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 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 2 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: American General Consumer Discount Company
Address: 625 W. High Street
Ebensburg, PA 15931
Phone Number: 814-472-9051
Fax Number: 814-472-2204
Contact Person: Tammy L. Sral Manager

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

SEE APPENDIX C

BUTLER COUNTY (Cont.)

Housing Opportunities, Inc.
650 Corporate St., Suite 207
McKeesport, PA 15132
(412) 664-1590 - FAX (412) 664-0873

Mon-Valley Unemployed Comm.
120 E. 9th Ave.
Homestead, PA 15120
(412) 682-9962 - FAX (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P. O. Box 9
McKeesport, PA 15134
(412) 664-1906 - FAX (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9956 - FAX (412) 338-9963

CAMBRIA COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129 - FAX (814) 623-6187

CCCS of Western PA
217 E. Plank Road
Altoona, PA 16602
(814) 946-3651

Indiana County Comm. Action Program
827 Water St., Box 187
Indiana, PA 15701
(412) 465-2657 - FAX # (412) 465-5118

Keystone Econ Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6558 - FAX # (814) 539-1688

CCCS of Western PA
219-A College Park Plaza
Johnston, PA 15904
(814) 539-8335

Tableland Services, Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 or (800) 452-0148
FAX # (814) 443-3690

CAMERON COUNTY

Northern Tier Community Action Corp.
P. O. Box 389, 135 W. 4th St.
Emporium, PA 15834
(814) 486-1161 - FAX # (814) 486-0825

CCCS of Western PA
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 - FAX (814) 944-5747

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

CARBON COUNTY

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1695

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 (800) 220-2733
717 and 814 only for 800
FAX (610) 821-0137

CCCS of Northeastern Pennsylvania:
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135
2. Genetti Towers
77 E. Market St., 7th floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX # (570) 821-1785
3. 411 Main Street, Suite 102 E
Stroudsburg, PA 18360
(570) 420-8980 or (800) 922-9537
FAX (570) 420-8981
4. 208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

CARBON COUNTY (Cont.)

Commission on Economics Opportunity
of Luzerne County
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 828-0510 or (800) 822-0359
FAX (717) 829-1665 - CALL BEFORE FAXING
(570) 455-4994 HAZELTON
FAX (717) 455-5631 - CALL BEFORE FAXING
(570) 836-4090 TUNKHANNOCK

CENTRE COUNTY

CCCS of Western PA
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 - FAX (814) 944-5747

Lycoming-Clinton Counties
Commission for Community Action
2138 Lincoln St. P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587 - FAX (570) 322-2197

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

CCCS of Northeastern PA
201 Basin St., Suite 6
Williamsport, PA 17701
(570) 323-6627 - FAX (570) 323-6226

CHESTER COUNTY

Acorn Housing Corporation
846 N. Broad Street
Philadelphia, PA 19130
(215) 765-1221 - FAX # (215) 765-1427

Northwest Counseling Services
5001 N Broad Street
Philadelphia, PA 19141
(215) 324-7500 - FAX (215) 324-8753

Budget Counseling Center
247 N. Fifth St.
Reading, PA 19601
(215) 375-7866 - FAX # (215) 375-7830

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 - FAX # (215) 563-7020

HACE
167 W. Allegheny Ave., 2nd Fl
Philadelphia, PA 19104
(215) 428-8025 - FAX # (215) 428-8122

Community Housing Counseling, Inc.
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682 - FAX (610) 444-8243

Media Fellowship House
302 S. Jackson St.
Media, PA 19063
(610) 565-0846 - FAX (610) 565-8567

Phila Council for Community Adv
100 N. 17th St. Suite 600
Philadelphia, PA 19103
(215) 567-7803 - FAX (215) 963-9941

Tabor Community Services, Inc.
439 E. King St.
P. O. Box 1676
Lancaster, PA 17608
(717) 397-5182 or (800) 788-5062 (H.O. Only)
FAX # (717) 399-4127

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
(215) 849-3104

American Red Cross of Chester
1729 Edgmont Avenue
Chester, PA 19013
(610) 874-1484

CCCS of Delaware Valley
Marshall Building
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute
1. 845 Coates St.
Coatesville, PA 19320
(888) 212-6741
2. 144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210 - FAX (610) 265-4814
3. 530 West Street Rd., Suite 201
Warminster, PA 18974
(215) 444-9429 - FAX (215) 958-6344

CHESTER COUNTY (Cont.)

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
(610) 975-4414

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
(724) 852-2893

Urban League
136 West Girard Ave.
Philadelphia, PA
(215) 731-4100

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
1138 N. Main St. Extension
Butler, PA 16001
(724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Dev. Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6558 - FAX # (814) 539-1688

Indiana Co. Community Action Program
827 Water St. Box 187
Indiana, PA 15701
(412) 465-2657 - FAX (724) 465-5118

CCCS of Western PA
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 - FAX (814) 944-5747

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

CCCS of Northeastern PA
201 Basin St., Suite 6
Williamsport, PA 17701
(570) 323-6627 - FAX (570) 323-6226

CLINTON COUNTY

Lycoming-Clinton Counties
Commission for Community Action (STEP)
2138 Lincoln St. P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587 - FAX (570) 322-2197

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

CCCS of Northeastern PA
201 Basin Street, Suite 6
Williamsport, PA 17701
(570) 323-6627 - FAX (570) 323-6226

COLUMBIA COUNTY

CCCS of Northeastern Pennsylvania
1. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX # (570) 821-1785
2. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

Community Housing Counselor, Inc.
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682

CRAWFORD COUNTY

Booker T. Washington Center
1720 Holland St.
Erie, PA 16503
(814) 453-5744 - FAX (814) 453-5749

Greater Erie Community Action Comm.
18 W. 9th St.
Erie, PA 16501
(814) 459-4581 - FAX (814) 456-0161

John F. Kennedy Center, Inc.
2021 E. 20th St.
Erie, PA 16510
(814) 898-0400 - FAX (814) 898-1243

Shenango Valley Urban League, Inc.
601 Indiana Ave.
Farrell, PA 16121
(412) 981-5310

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113

**APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES**

ADAMS COUNTY

American Red Cross-Hanover Chapter
529 Carlisle St.
Hanover, PA 17331
(717) 637-3766 - FAX (717) 637-3294

CCCS of Western Pa.
2000 Linglestown Rd.
Harrisburg, PA 17102
(717) 541-1757 - FAX (717) 541-4670

Financial Counseling Services of Franklin
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285

Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518 - FAX # (717) 334-8326

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
2275 Swallow Hill Road, Bldg. 200
Pittsburgh, PA 15220
(412) 429-2842 - FAX (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9956
FAX (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956, or (412) 281-2102 or
(800) 792-2801, FAX (412) 391-4512

Community Action Southwestern
22 W. High St.
Waynesburg, PA 15370
(724) 852-2893

CCCS of Western Pennsylvania, Inc.
River Park Commons
2403 Sidney St., Suite 400
Pittsburgh, PA 15203
(412) 390-1300

Housing Opportunities, Inc.
133 Seventh St., P. O. Box 9
McKeesport, PA 15134
(412) 664-1906 - FAX # (412) 664-0873

Urban League of Pittsburgh
Building for Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222-2222
(412) 227-4802 - FAX # (412) 261-5207

Mon-Valley Unemployed Committee
120 E. 9th Ave.
Homestead, PA 15120
(412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 - FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 - FAX # (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9956
FAX # (412) 338-9963

Armstrong Co. Community Action Agency
Armsdale Administration Bldg.
R.D. 8, Box 287
Kittanning, PA 16201
(724) 548-3405

BEAVER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
or (800) 792-2801 - FAX (412) 391-4512

CCCS of Western Pennsylvania, Inc.
971 Third Street
Beaver, PA 15009
(724) 774-0798

Housing Opportunities of Beaver County
650 Corporation St., Suite 207
Beaver, PA 15009
(724) 728-7511

Mon-Valley Unemployed Committee
120 E. 9th Ave.
Homestead, PA 15120
(412) 462-9962 - FAX (412) 462-9964

BEAVER COUNTY (Cont.)

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15122
(412) 338-9956 - FAX (412) 338-9963

Housing Opportunities Inc.
133 Seventh Street, P. O. Box 9
McKeesport, PA 15134
(412) 664-1906 - FAX (412) 664-0873

BEDFORD COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129 - FAX (814) 623-7187

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 946-3651

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556 - FAX # (814) 539-1688

Tableland Services, Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9528 (800) 452-0148
FAX # (814) 443-3690

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

BERKS COUNTY

Budget Counseling Center
247 N. Fifth Street
Reading, PA 19601
(610) 375-7866 - FAX (610) 375-7830

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(810) 821-4011 or (800) 220-2733
(814) only FAX (610) 821-8932

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995

Community Housing Counselor, Inc.
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682 - FAX (610) 444-8243

BLAIR COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556 - FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 - FAX (814) 944-5747

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

BRADFORD COUNTY

CCCS of Northeastern Pennsylvania:
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9183 or (800) 922-9537
FAX # (570) 587-9134/9135

2. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX # (570) 821-1785

3. 411 Main Street, Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or (800) 922-9537
FAX (570) 420-8981

4. 208 W. Hamilton Avenue, Suite 1,
Hamilton Square
State College, PA 16801
(814) 238-3668 - FAX (814) 238-3669

BRADFORD COUNTY (Cont.)

The Trehan Center of Northeastern Pa
10 Public Avenue
Montrose, PA 18801
(570) 276-3338 or (800) 982-4045
FAX # (570) 276-1889

2. 185 Emma St. P.O. Box 218
Troy, PA 16947
(570) 297-2101

3. Germania St. P.O. Box 389
Dushore, PA 16844
(570) 828-8888 - FAX (570) 928-8144

4. 103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 838-6840 - FAX (570) 836-6332

5. 33 Walnut Street
Wellsboro, PA 16981
(570) 724-5252 - FAX (570) 724-5783

6. 931 Main Street
Honesdale, PA 18431
(570) 253-8941 - FAX (570) 253-4817

7. 420 Main Street, Suite 2
Towanda, PA 18848
(570) 285-6415

BUCKS COUNTY

Acorn Housing Corporation
848 North Broad St.
Philadelphia, PA 19130
(215) 785-1221 - FAX # (215) 765-1427

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 - FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street - Suite 1325
Philadelphia, PA 19107
(215) 563-5665 - FAX (215) 864-2666

HACE
167 Allegheny Ave., 2nd Floor
Philadelphia, PA 19140
(215) 426-8025 - FAX (215) 426-9122

CCCS of Delaware Valley
Trevena Corporate Center
4608 Street Road
Trevena, PA 19047
(215) 563-5665

American Financial Counseling Services, Inc.
175 Stratford Avenue, Suite One
Wayne, PA 19087
(610) 975-4414

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 or (800) 220-2733
FAX (610) 821-8932

Bucks County Housing Group, Inc.
2324 Second Street Pike, Suite 17
Wrightstown, PA 18940
(215) 598-3566

American Credit Counseling Institute
1. 845 Coates St.
Coatesville, PA 19320
(888) 212-6741

2. 144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210 - FAX (610) 265-4814

3. 530 West St., Suite 201
Warminster, PA 18974
(215) 444-9429 - FAX (215) 956-6344

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
(215) 849-3104

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
(724) 852-2893

Urban League
138 West Girard Ave.
Philadelphia, PA 19123
(215) 731-4100

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
or (800) 792-2801

CCCS of Western PA
1138 N. Main St.
Extension
Butler, PA 16001
(724) 282-7812

CUMBERLAND COUNTY

CCCS of Western Pennsylvania, Inc.
2000 Linglestown Rd.
Harrisburg, PA 17102
(717) 541-1757

Financial Counseling Services of Franklin
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285

Urban League of Metropolitan Harrisburg
N. 6th Street
Harrisburg, PA 17101
(717) 234-5925 - FAX # (717) 232-9459

Community Action Comm of the Capital Region
1514 Derry Street
Harrisburg, PA 17104
(717) 232-9757 - FAX (717) 234-2227

Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518 - FAX (717) 334-8326

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207

PHFA
2101 North Front St., P. O. Box 15530
Harrisburg, PA 17105
(717) 780-3940
TDD for hearing impaired: (717) 780-1869

DAUPHIN COUNTY

CCCS of Western Pennsylvania, Inc.
2000 Linglestown Rd.
Harrisburg, PA 17102
(717) 541-1757 - FAX (717) 541-4670

Urban League of Metropolitan Harrisburg
2107 N. 6th Street
Harrisburg, PA 17101
(717) 234-5925 - FAX # (717) 234-9459

Community Action Commission of the
Capital Region
1514 Derry Street
Harrisburg, PA 17104
(717) 232-9757 - FAX (717) 234-2227

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207

PHFA
2101 North Front St., P. O. Box 15530
Harrisburg, PA 17105
(717) 780-3940
TDD for hearing impaired: (717) 780-1869

DELAWARE COUNTY

American Financial
Counseling Services, Inc.
1 Abington Plaza, Suite 403
Old York Road and Township Lane
Jenkintown, PA 19046
(215) 887-0555

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
(215) 849-3104

Acorn Housing Corporation
846 North Broad St.
Philadelphia, PA 19130
(215) 765-1221 - FAX (215) 765-1427

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 - FAX (215) 324-8753

Consumer Credit Counseling
Service of Delaware Valley
1515 Market St. - Suite 1325
Philadelphia, PA 19107
(215) 563-5665 - FAX (215) 864-2666

HACE
167 W. Allegheny Ave., 2nd Floor
Philadelphia, PA 19140
(215) 426-8025 - FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 585-0846 - FAX (610) 565-8567

Community Housing Counselor, Inc.
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682 - FAX (610) 444-8243

Community Action Southwest
22 West High Street
Waynesboro, PA 15370
(724) 852-2893

DELAWARE COUNTY (Cont.)

Philadelphia Council for Community Advance
100 N. 17th St. Suite 600
Philadelphia, PA 19103
(215) 567-7803 - FAX # (215) 953-5941

Urban League
136 West Girard Avenue
Philadelphia, PA 19123
(215) 731-4100

American Red Cross of Chester
1729 Edgmont Avenue
Chester, PA 19013
(610) 874-1484

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665

ACCI
1. 175 Strafford Ave., Suite 1
Wayne, PA 19087
(610) 971-2210 - FAX (610) 687-7860
2. 144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210 - Pager (610) 973-6219

ELK COUNTY

John F. Kennedy Center, Inc.
East 20th St.
Erie, PA 16510
(814) 898-0400 - FAX (814) 898-1243

Northern Tier Community Action Corp.
P. O. Box 389, 135 W. 4th St.
Emporium, PA 15834
(814) 486-1161 - FAX (814) 486-0625

ERIE COUNTY

Booker T. Washington Ctr.
1720 Holland St.
Erie, PA 16503
(814) 453-5744 - FAX (814) 453-5749

Greater Erie Community Action Committee
1. 18 West 9th St.
Erie, PA 16501
(814) 459-4581 - FAX (814) 458-0161
2. St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113

John F. Kennedy Center, Inc.
2021 East 20th St.
Erie, PA 16510
(814) 898-0400 - FAX (814) 898-1243

FAYETTE COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
or (800) 792-2801
FAX (412) 391-4512

Community Action Southwestern
22 West High St.
Waynesboro, PA 15370
(724) 852-2893

CCCS of Western Pennsylvania, Inc.
1 N. Gate Sq. 2 Garden Center Dr.
Greensburg, PA 15601
(724) 838-1290

Fayette Co. Community Action Agency, Inc.
137 North Beeson Ave.
Uniontown, PA 15401
(724) 437-6050 or (800) 427-INFO
FAX (724) 437-4418

Tableland Services, Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9626 or (800) 452-0148
FAX (814) 443-3690

Mon-Valley Unemployed Comm.
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962

FOREST COUNTY

Warren-Forrest Counties
Economic Opportunity Council
1209 Pennsylvania Ave. West, P.O. Box 547
Warren, PA 16365
(814) 726-2400 - FAX (814) 723-0510

FRANKLIN COUNTY

Financial Counseling Services of Franklin
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285

FRANKLIN COUNTY (Cont.)

CCCS of Western Pennsylvania, Inc.
Colonial Shopping Center
970 S. George St.
York, PA 17403
(717) 846-4176

American Red Cross - Hanover Chapter
529 Carlisle St.
Hanover, PA 17331
(717) 877-3788 - fax (717) 637-3294

Community Action Commission of Capital Region
1514 Derry Street
Harrisburg, PA 17104
(717) 232-9757 - FAX (717) 234-2227

Urban League of Metropolitan Hbg.
2107 N. 6th Street
Harrisburg, PA 17104
(717) 234-5925 - FAX (717) 234-9459

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
(717) 541-1757 - FAX (717) 541-4670

Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518 - FAX (717) 334-8326

FULTON COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129 - FAX (814) 623-7187

Financial Counseling Services of Franklin
43 Philadelphia Ave.
Waynesboro, PA 17268
(717) 762-3285

CCCS of Western Pennsylvania, Inc.
Colonial Shopping Center
970 S. George St.
York, PA 17403
(717) 846-4176

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

GREEN COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
or (800) 792-2801
FAX (412) 462-9964

Mon-Valley Unemployed Comm.
120 E. 9th Ave.
Homestead, PA 15120
(412) 462-9962 - FAX (412) 462-9964

Community Action Southwestern
22 West High St.
Waynesboro, PA 15370
(724) 852-2893 - FAX (724) 627-7713

CCCS of Western Pennsylvania, Inc.
1 N. Gate Sq. 2 Garden Center Dr.
Greensburg, PA 15601
(724) 838-1290

HUNTINGDON COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129 - FAX (814) 623-7187

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 946-3651

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

INDIANA COUNTY

CCCS of Western Pennsylvania, Inc.
1 North Gate Square 2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

Indiana Co. Community Action Program
827 Water St. Box 187
Indiana, PA 15701
(412) 465-2657 - FAX (724) 465-2657

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-8558 - FAX (814) 539-1688

CCCS of Western PA
216-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
2021 E. 20th St.
Erie, PA 16510
(814) 898-0400 – FAX (814) 898-1243

CCCS of Western Pennsylvania, Inc.
1138 N. Main St. Extension
Butler, PA 16001
(724) 282-7812

Indiana Co. Community Action Program
827 Water St. Box 187
Indiana, PA 15701
(412) 465-2657 – FAX (724) 465-5118

JUNIATA COUNTY

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 – FAX (814) 944-5747

Weatherization Office
917 Millfin Street
Huntingdon, PA 16652
(814) 643-2343

LACKAWANNA COUNTY

CCCS of Northeastern Pennsylvania
1. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX # (570) 821-1785
2. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 955-9537
FAX (570) 587-9134/9135

LANCASTER COUNTY

Community Housing Counselors, Incorporated
P. O. Box 244
Kennett Square, PA 19348
(215) 444-3682 – FAX (215) 444-3178

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 or (800) 220-2733
(717) & (814) ONLY – FAX (215) 821-8932

CCCS of Western Pennsylvania, Inc.
Colonial Shopping Center
970 S. George St.
York, PA 17403
(717) 846-4176

Tabor Comm. Services, Inc.
439 E. King St., P. O. Box 1676
Lancaster, PA 17608
(717) 397-5182 or (800) 788-5062
FAX # (717) 399-4127

LAWRENCE COUNTY

CCCS of Western Pennsylvania
312 Chestnut Street, Suite 227
Meadville, PA 16335
(814) 333-8570

Shenago Valley Urban League, Inc.
601 Indiana Ave.
Farrell, PA 16121
(724) 981-5310

Housing Opportunities of Beaver County
650 Corporation St., Suite 207
Beaver, PA 15009
(724) 728-7511 – FAX (724) 728-7202

LEBANON

Schuylkill Community Action
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995 – FAX (570) 622-0429

Tabor Community Services, Inc.
439 E. King St., P. O. Box 1676
Lancaster, PA 17608
(717) 397-5182 or (800) 788-5062 (H.O. only)
FAX # (717) 399-4127

LEHIGH COUNTY

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 or (800) 220-2733
(717) and (814) ONLY – FAX (610) 821-8932

LEHIGH COUNTY (Cont.)

Schuylkill Community Action
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995 – FAX (570) 622-0429

LUZERNE COUNTY

CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/915

Comm on Economics Opportunity of Luzerne Co
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 or (800) 822-0359
FAX (570) 829-1665 – CALL BEFORE FAXING
(570) 455-4994 HAZELTON
FAX # (717) 455-583 – CALL BEFORE FAXING
(570) 836-4090 TUNKHANNOCK

Schuylkill Community Action
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995 – FAX (570) 622-0429

LYCOMING COUNTY

CCCS of Northeastern Pennsylvania
1. Genetti Towers
77 E. Market St., 7th floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785
2. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/915
3. 201 Basin Street, Suite 6
Williamsport, PA 17701
(570) 323-6627 – FAX (570) 323-6626

Lycoming-Clinton Counties Commission
for Community Action
2138 Lincoln Street, P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587 – FAX (570) 322-2197

MCKEAN COUNTY

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400 – FAX (814) 898-1243

Northern Tier Comm. Action Corp.
P. O. Box 389, 135 W. 4th St.
Emporium, PA 15834
(814) 488-1161 – FAX (814) 488-0825

MERCER COUNTY

Shenago Valley Urban League, Inc.
601 Indiana Ave.
Farrell, PA 16121
(724) 981-5310

CCCS of Western Pennsylvania, Inc.
1138 N. Main St. Extension
Butler, PA 16001
(724) 282-7812

CCCS of Northeastern PA
Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537

MIFFLIN COUNTY

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 946-3651

Weatherization Office
917 Millfin Street
Huntingdon, PA 16652
(814) 643-2343

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668 – FAX (814) 238-3669

MONROE COUNTY

Community Housing Counselor, Inc.
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682

MONROE COUNTY (Cont.)

CCCS of Northeastern Pennsylvania

- Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785
- 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/915
- 411 Main St., Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or (800) 922-9537
FAX (570) 420-8981

MONTGOMERY COUNTY

Acorn Housing Corporation
846 N. Broad St.
Philadelphia, PA 19130
(215) 765-1221 – FAX (215) 765-1427

Northwest Counseling Service
5001 N. Broad Street
Philadelphia, PA 19141
(215) 324-7500 – FAX (215) 324-8753

CCCS of Delaware Valley
Norristown Business Center
190 W. Germantown Pike, Suite 140
Norristown, PA 19401
(215) 563-5665

Community Action Development Comm
113 E. Main Street
Norristown, PA 19401
(610) 277-6363 – FAX (610) 277-2123

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 – FAX (215) 864-2666

Community Housing Counselors, Inc.
P. O. Box 244
Kennett Square, PA 19348
(215) 444-3682 – FAX (215) 444-8243

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 – FAX (610) 565-8567

Philadelphia Council for Community Advmt
100 N. 17th St. Suite 600
Philadelphia, PA 19103
(215) 567-7803 – FAX (215) 963-9941

- American Credit Counseling Institute, Inc.
- 845 Coates St.
Coatesville, PA 19320
(888) 212-6741
 - 144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210 – FAX (610) 265-4814
 - 530 West Street, Suite 201
Warminster, PA 18974
(215) 444-9429 – FAX (215) 956-6344
 - 2035 Spring Valley Road
Lansdale, PA 19446
(610) 584-4522

- American Financial Counseling Services, Inc.
- 1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
(215) 887-0555
 - 175 Stratford Avenue, Suite One
Wayne, PA 19087
(610) 975-4414

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
(215) 849-3104

MONTOUR COUNTY

- CCCS of Northeastern Pennsylvania
- Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785
 - 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/915

NORTHAMPTON COUNTY

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 or (800) 220-2733
(717) & (814) ONLY – FAX (610) 821-8932

NORTHUMBERLAND COUNTY

- CCCS of Northeastern Pennsylvania
1. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785
2. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-8163 or (800) 922-9537
FAX (570) 587-9134/9135
3. 201 Basin Street, Suite 6
Williamsport, PA 17701
(570) 323-6627 - FAX (570) 323-6626

Schuylkill Community Action
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995 - FAX (570) 622-0429

PERRY COUNTY

CCCS of Western Pennsylvania, Inc.
2000 Linglestown Rd.
Harrisburg, PA 17102
(717) 541-1757 - FAX (717) 541-4670

Financial Counseling Services of Franklin
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285

Urban League of Metropolitan Harrisburg
2107 N. 6th Street
Harrisburg, PA 17101
(717) 234-5925 - FAX (717) 234-9459

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207

Community Action Commission of
The Capital Region
1514 Derry Street
Harrisburg, PA 17104
(717) 232-9757 - FAX (717) 234-2227

PHFA
2101 North Front Street
P. O. Box 15530
Harrisburg, PA 17105
(717) 780-3940
TDD for hearing impaired: (717) 780-1869

PHILADELPHIA

Acorn Housing Corporation
846 N. Broad St.
Philadelphia, PA 19130
(215) 765-1221 - FAX (215) 765-1427

American Financial
Counseling Services, Inc.
175 Strafford Ave., Suite One
Wayne, PA 19087
(610) 975-4414

Northwest Counseling Service
1. 5001 N. Broad Street
Philadelphia, PA 19141
(215) 324-7500 - FAX (215) 324-8753

2. Urban League
136 West Girard Ave.
Philadelphia, PA
(215) 731-4100

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
(215) 849-3104

CCCS of Delaware Valley
1. 1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 - FAX (215) 864-2666

2. One Cherry Hill, Suite 215
Cherry Hill, NJ 08002
(215) 563-5665

HACE
167 W. Allegheny, 2nd FL.
Philadelphia, PA 19140
(215) 426-8025 - FAX (215) 426-9122

Housing Assoc. of Delaware Valley
1. 1500 Walnut Street, Suite 601
Philadelphia, PA 19102
(215) 545-6010 - FAX (215) 790-0132

2. 658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224 - FAX (215) 765-7614

PHILADELPHIA (Cont.)

Media Fellowship House
302 S. Jackson St.
Media, PA 19063
(610) 565-0846 - FAX (610) 565-8567

PCCA
100 N. 17th St. Suite 600
Philadelphia, PA 19103
(215) 567-7803 - FAX (215) 983-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 - FAX (215) 744-2012

American Credit Counseling Institute
1. 845 Coates St.
Coatesville, PA 19320
(888) 212-6741

2. 144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210 - FAX (610) 265-4814

3. 530 West Street Rd., Suite 201
Warminster, PA 18974
(215) 444-9429 - FAX (215) 956-6344

PIKE COUNTY

CCCS of Northeastern Pennsylvania
1. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785

2. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

3. 411 Main Street, Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or (800) 922-9537
FAX (570) 420-8981

POTTER COUNTY

Northern Tier Community Action Corp.
135 W. 4th St., P. O. Box 389
Emporium, PA 15834
(814) 488-1161 - FAX (814) 488-0825

SCHUYLKILL COUNTY

Budget Counseling Center
247 North Fifth St.
Reading, PA 19601
(610) 375-7866 - FAX (610) 375-7830

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995 - FAX (570) 622-0429

Commission on Econ Opportunity of Luz Co
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 or (800) 822-0359
FAX (570) 829-1665 - CALL BEFORE FAXING

(570) 455-4994 HAZELTON
FAX # (570) 455-5631 - CALL BEFORE FAXING

(570) 836-4090 TUNKHANNOCK

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 or (800) 220-2733
FAX (610) 821-8932

SNYDER COUNTY

CCCS of Western Pennsylvania, Inc.
2000 Linglestown Rd.
Harrisburg, PA 17102
(717) 541-1757 - FAX (717) 541-4670

Urban League of Metropolitan Harrisburg
2107 N. 6th Street
Harrisburg, PA 17101
(717) 234-5925 - FAX (717) 234-9459

Community Action Commission of the
Capital Region
1514 Derry Street
Harrisburg, PA 17104
(717) 232-9757 - FAX (717) 234-2227

SOMERSET COUNTY

Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129 - FAX (814) 623-7187

Keystone Economic Development Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556 - FAX (814) 539-1688

SOMERSET COUNTY (Cont.)

CCCS of Western Pennsylvania, Inc.
1. 1 North Gale Square, 2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

2. 219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Tableland Services, Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - (800) 452-0148
FAX (814) 443-3690

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

Fayette Co. Community Action Agency, Inc.
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 or (800) 427-INFO

SULLIVAN COUNTY

CCCS of Northeastern Pennsylvania
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

2. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
German Street
P. O. Box 389
Dunshore, PA 18614
(570) 928-9667 - FAX (570) 928-8144

SUSQUEHANNA COUNTY

CCCS of Northeastern Pennsylvania
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

2. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
10 Public Ave., P.O. Box 366
Montrose, PA 16801
(570) 278-3338 or (800) 982-4045

TIOGA COUNTY

CCCS of Northeastern Pennsylvania
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

2. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
33 Walnut St.
Wellsboro, PA 16801
(570) 724-5252 - FAX 724-5783

UNION COUNTY

Lycorning-Clinton Co Comm for
Com Action (STEP)
2138 Lincoln St. P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587 - FAX (570) 322-2197

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 946-3651

CCCS of Northeastern Pennsylvania
1. 1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or (800) 922-9537
FAX (570) 587-9134/9135

2. Genetti Towers
77 E. Market St., 7th Floor
Wilkes-Barre, PA 18702
(570) 821-0837 or (800) 922-9537
FAX (570) 821-1785

3. 201 Basin Street, Suite 6
Williamsport, PA 17701
(570) 323-6627 - FAX (570) 323-6626

VENAGO COUNTY

Greater Erie Community Action Comm. 18 W. 9th St. Erie, PA 16501 (814) 459-4581 – FAX (814) 456-0161
John F. Kennedy Center, Inc. 2021 East 20th St. Erie, PA 16510 (814) 898-0400 – FAX (814) 898-41243
CCCS of Western Pennsylvania, Inc. 1138 N. Main St. Extension Butler, PA 16001 (724) 282-7812
St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113

WARREN COUNTY

Booker T. Washington Center 1720 Holland St. Erie, PA 16503 (814) 453-5744 – FAX (814) 453-5749
Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 – FAX (814) 456-0161
Warren-Forrest Counties Economic Opportunity Council 1209 Pennsylvania Avenue West, P.O. Box 547 Warren, PA 16365 (814) 726-2400 – FAX (814) 723-0510
St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113

WASHINGTON COUNTY

Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or (800) 792-2801 FAX (412) 391-4512
Community Action Southwestern 22 West High Street Waynesburg, PA 15370 (724) 852-2893
CCCS of Western Pennsylvania, Inc. 1. 1 North Gate Square, 2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290 2. 53 N. College Street Washington, PA 15301 (724) 222-8292
Housing Opportunities, Inc. 133 Seventh St., P. O. Box 9 McKeesport, PA 15134 (412) 664-1906 – FAX (412) 664-0873
Mon-Valley Unemployed Comm. 120 E. 9th Ave. Homestead, PA 15120 (412) 462-9962 – FAX (412) 462-9964
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9956 FAX (412) 338-9963
Community Action Southwest 315 E. Hallam Avenue Washington, PA 15317 (724) 225-9550

WAYNE COUNTY

CCCS of Northeastern Pennsylvania 1. 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 or (800) 922-9537 FAX (570) 587-9134/9135 2. Genetti Towers 77 E. Market St., 7th Floor Wilkes-Barre, PA 18702 (570) 821-0837 or (800) 922-9537 FAX (570) 821-1785 3. 411 Main St., Suite 102E Stroudsburg, PA 18360 (570) 420-8980 or (800) 922-9537 FAX (570) 420-8981
The Trehab Center of Northeastern PA 618 Main St., 4th Floor Honesdale, PA 18431 (570) 253-8941 – FAX (570) 253-4817

WESTMORELAND COUNTY

Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893
Housing Opportunities, Inc. 133 Seventh Street, P. O. Box 9 McKeesport, PA 15134 (412) 664-1906 – FAX (412) 664-0873
CCCS of Western Pennsylvania, Inc. 1. 1 North Gate Square, 2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290 2. 199 Edison Street Uniontown, PA 15401 (724) 439-8939
Indiana Co. Community Action Program 827 Water St. Box 187 Indiana, PA 15701 (724) 465-2657 – FAX (724) 465-5118
Keystone Economic Dev. Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 – FAX (814) 539-1688
Mon-Valley Unemployed Committee 120 E. 9th Ave. Homestead, PA 15120 (412) 462-9962 – FAX (412) 462-9964
Tableland Services, Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 or (800) 452-0148 FAX (814) 443-3690
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9956 FAX (412) 338-9963

WYOMING COUNTY

Common Economics Opportunity of Luzerne Co. 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 or (800) 822-0359 FAX (570) 829-1665 – CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631 – CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK
CCCS of Northeastern PA 1. 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1 (800) 922-9537 FAX (570) 587-9134/9135 2. Genetti Towers 77 E. Market St., 7th Floor Wilkes-Barre, PA 18702 (570) 821-0837 or (800) 922-9537 FAX (570) 821-1785
The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 – FAX (570) 836-6332

YORK COUNTY

American Red Cross Hanover Chapter 529 Carlisle St. Hanover, PA 17331 (717) 637-3768 – FAX (717) 637-3294
Housing Council of York 116 North George Street York, PA 17401 (717) 854-1541 – FAX (717) 845-7934
CCCS of Western Pennsylvania, Inc. 1. 200 Linglestown Rd. Harrisburg, PA 17102 (717) 541-1757 – FAX (717) 541-4670 2. Colonial Shopping Center 970 S. George St. York, PA 17403 (717) 846-4176
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 – FAX (717) 334-8326

APPENDIX B
Consumer Credit Counseling Agency
Notification to:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1988), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
if different from above.

The counseling agency met with the above named applicant on _____
Date

who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from

Name and Address of Mortgagee

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

Name of Counseling Agency: _____

Signer and Title: _____

Telephone Number: _____

Address: _____

William A. Shaw
Prothonotary/Clerk of Courts

JAN 30 2008

FILED

Budash & Welch, LLP
Attorneys at Law
836 Philadelphia Street
Indiana, Pennsylvania 15701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103694
NO: 08-153-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: AMERICAN GENERAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: RICHARD G. MASETO aka RICHARD G. MASETO, II

SHERIFF RETURN

NOW, February 06, 2008 AT 9:43 AM SERVED THE WITHIN COMPLAINT ON RICHARD G. MASETO aka RICHARD G. MASETO, II DEFENDANT AT RESIDENCE 639 STIFFLERTOWN ROAD, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LESIE MASETO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

01:54 PM
MAY 21 2008

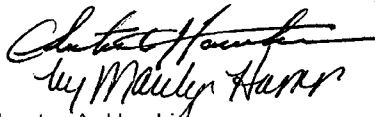
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BUDASH	200139	10.00
SHERIFF HAWKINS	BUDASH	200139	54.77

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2008-00153-CD

American General Consumer Discount Company

Vs.

Ricahrd G. Maseto

FILED
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before April 2, 2012.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

F. Cortez Bell, III, Esq.
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

American General Consumer Discount Company

Vs.

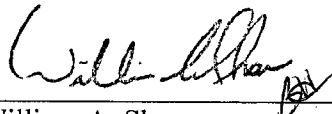
2008-00153-CD

Richard G. Maseto

FILED
01956/BJ
JUL 27 2012
William A. Shaw
Prothonotary/Clerk of Courts
G/C

Termination of Inactive Case

This case is hereby terminated with prejudice this July
27, 2012, as per Rule 230.2



William A. Shaw
Prothonotary