

EXHIBIT H

By: Joseph R. Reisinger, Esq.
ID#: 01863
444 South Franklin Street
Wilkes-Barre, Pa 18702
(570)823-3377-phone (570)823-8890-fax

Richard A. O'Halloran, Esq.
Counsel for LPP Mortgage, Ltd.
John F. Murphy, Esq.
Counsel for FH Partners, LP
Thomas A. Marino, Esq.
Counsel for United States of America

Joseph R. Reisinger

Plaintiff,

v.

LPP Mortgage, Ltd.
f/k/a Loan Participant Partners, Ltd.,

MCSFC, Ltd. now known as
FH Partners, L.P.

and

United States of America
c/o United States Attorney
for the Middle District of Pennsylvania

Defendants

IN THE COURT OF COMMON PLEAS

CIVIL ACTION

7522 - 2007

COMPLAINT

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Your Petitioner, Joseph R. Reisinger, as "Plaintiff" herein, by and through his attorneys, Michael I. Butera, Esq. and Joseph R. Reisinger, Esq., respectfully represents the following:

1. The Plaintiff, Joseph R. Reisinger, is an adult individual residing at 444 South Franklin Street, Wilkes-Barre, Luzerne County, Pennsylvania.

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LUZERNE COUNTY
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2. The Defendant, LPP Mortgage, Ltd. f/k/a Loan Participant Partners, Ltd., has an office located at 6000 Legacy Drive, Plano, Texas 75024-3610 ("LPP").

3. The Defendant MCSFC, Ltd., now known as FH Partners, L.P., has an office located at 7628 White Pine Road, Richmond, Virginia 23237 ("FHP").

4. The Defendant, the United States of America, has an office located at 235 North Washington Avenue, Suite 311, Scranton, Pennsylvania 18503.

5. The Plaintiff owns in fee simple and possesses that certain real property located at 448-450 South Franklin Street, Wilkes-Barre, in the County of Luzerne, Commonwealth of Pennsylvania (the "Property"), as described in the attached Exhibit A, Deed.

6. As of this date, there is at least \$57,000 in real estate taxes and accumulated interest due in reference to the Property, and the appraised fair market value of the Property is presently \$32,900.

7. On April 20, 2005, the Plaintiff filed a petition pursuant to Chapter 7 of the Bankruptcy Code, and therein listed the Property and all of the claims of the Defendants described herein.

8. The purpose of this Complaint is to eliminate all null and void claims, as described herein, so as to allow the Plaintiff to arrange for financing to pay for the accrued real estate taxes related to the Property to the extent of the fair market value of the Property.

COUNT #1

LPP's Claim

9. The Plaintiff incorporates herein all of the above paragraphs as if fully set forth herein.

10. LPP is the alleged owner of a recorded mortgage filed against the Property, adverse to the Plaintiff, and LPP's alleged claims are based on the note and mortgage, and two supplements thereto, purportedly executed by Mr. Richard Musko and his wife, as borrowers/mortgagors, and the Small Business Administration ("SBA"), as the lender/mortgagee, and the above note and mortgage, and each supplement thereto, involved with SBA are referred to herein as the "SBA Note" and "SBA Mortgage".

11. The original SBA Mortgage, dated December 1, 1972, was filed of record on December 1, 1972, to Mortgage Book 1042, Page 271, collateralizing the SBA Note in the amount of \$14,900.

12. The first supplemental SBA Mortgage, dated December 29, 1972, was filed of record on January 2, 1973, to Mortgage Book 1050, Page 349, increasing the amount of the original SBA Mortgage, because of an increase in the amount of the SBA Note from \$14,900 to \$36,900.

13. A second supplemental SBA Mortgage, dated April 13, 1973, was filed of record on April 13, 1973, to Mortgage Book 1072, Page 791, increasing the amount of the SBA Mortgage, to reflect an increase in the amount of the SBA Note from \$36,900 to \$43,000.

14. Additionally, Mr. and Mrs. Musko then sold the Property to the Plaintiff on October 17, 1990, and as part of that transaction, the Plaintiff agreed to assume any

remaining responsibilities in regard to the debt that Mr. and Mrs. Musko had in regard to the SBA Note and SBA Mortgage.

15. On or about August 3, 2000, LPP allegedly acquired the SBA Note and the SBA Mortgage from SBA, and now as a consequence, LPP is the alleged owner of the SBA Note and the SBA Mortgage.

16. The terms and conditions of the SBA Note and the SBA Mortgage, related to LPP's claim, allowed the Plaintiff, as the borrower/mortgagor, to be able to accelerate all remaining payments, if any, related to the SBA Note and SBA Mortgage, and it is the intention of the Plaintiff now to make that election, to accelerate any remaining payments due if any.

17. The SBA Mortgage is invalid and unenforceable for the following reasons: (i) because of the low fair market value of the above Property, there is no equity value in excess of the accrued real estate taxes secured by said Property to support the SBA Mortgage in reference to said Property, (ii) because the amount of the SBA Note, collateralized by the SBA Mortgage, has been fully paid to date, and (iii) because of debt discharge related to a Chapter 7 filing by the Plaintiff as far as the SBA Note is concerned.

18. LPP's mortgage claim, for the above reasons, is without any right whatsoever, and therefore, LPP has no estate, right, title, lien, or interest whatsoever in or to said Property, or any part thereof, and said SBA Mortgage remains unsatisfied of record, and therefore constitutes a cloud on the Plaintiff's title to said Property.

WHEREFORE, the Plaintiff demands judgment against the Defendant LPP for the following:

- (a) Declare the SBA Note and SBA Mortgage, and any and all other tangible or intangible rights related thereto, null and void, for all the reasons set forth above;
- (b) Cancel by removing/striking the SBA Mortgage of record;
- (c) Quiet title to any and all claims by LPP, and any and all persons claiming pursuant to any of LPP's claims, related to the SBA Note, the SBA Mortgage, or any other documents involved with the SBA Note, the SBA Mortgage or the Property, such as commitment letters, assignments of rents or contract rights, or any other related collateral or contract agreements, etc.;
- (d) Eliminate any claims in regard to any tangible or intangible rights that LPP directly or indirectly has in reference to the above Property;
- (e) For such other and further relief as this Court may deem just and proper.

Count #2

Claim Against FHP

19. The Plaintiff incorporates herein paragraphs 1 through 18 as if fully set forth herein.

20. FHP has a claim that is based on a certain mortgage filed against the Property, purportedly made by the Plaintiff, as the borrower/mortgagor, and PNC Bank, f/k/a Northeastern National Bank ("PNC"), as the lender/mortgagee, on October 17, 1990, and said note and mortgage involved with PNC are referred to herein as the "PNC Note" and the "PNC Mortgage".

21. On October 17, 1990, the PNC Mortgage was recorded in Mortgage Book No. 1657, page 1160, in the office of the Recorder of the Deeds of Luzerne County, Commonwealth of Pennsylvania.

22. Further, ultimately by an alleged assignment of the PNC Note and the PNC Mortgage to FHP from PNC, FHP allegedly is now the owner of the PNC Note and the PNC Mortgage referenced above.

23. The PNC Note and the PNC Mortgage, related to FHP's claim, allowed the Plaintiff, therein as the borrower/mortgagor, to be able to accelerate all remaining payments, if any, pursuant to the PNC Note and the PNC Mortgage, and it is the intention of the Plaintiff now to make that election, to accelerate the remaining payments due if any.

24. Said PNC Mortgage is invalid and unenforceable for the following reasons; (i) because of the low fair market value of the above Property, there is no equity value in excess of the accrued real estate taxes secured by said Property, to support the PNC Mortgage in reference to said Property, (ii) because the amount of the PNC Note, collateralized by the PNC Mortgage, has been fully paid as of this date, and (iii) because of debt discharge related to the Chapter 7 filing by the Plaintiff, the PNC Note no longer constitutes a future claim for a debt.

25. FHP therefore has the above alleged claim of a lien against the Property adverse to the Plaintiff, and FHP's claim, for all of the above reasons, is without any right whatsoever, and therefore, FHP has no estate, right, title, lien, or interest whatsoever in or to said Property or any part thereof, and said PNC Mortgage remains unsatisfied of record, and therefore constitutes a cloud on the Plaintiff's title to said Property.

WHEREFORE, the Plaintiff demands judgment against FHP for the following:

- (a) Declare the PNC Note and the PNC Mortgage, and any and all tangible or intangible rights thereunder, null and void, for all of the reasons set forth above;
- (b) Cancel by removing/striking the PNC Mortgage of record;
- (c) Quiet title to any and all claims by FHP and all persons claiming pursuant to FHP's claim, related to the PNC Note, the PNC Mortgage or the Property, and any other documents related to the PNC Note the PNC Mortgage, such as commitment letters, assignments of rent or any contract rights, or any other related collateral or contractual agreements, etc.;
- (d) Eliminate any claims to any tangible or intangible rights that FHP has, directly or indirectly, in reference to the Property;
- (e) For such other and further relief as this Court may deem just and proper.

Count #3

IRS Claim

26. The Plaintiff incorporates herein paragraphs 1 through 25 as if fully set forth herein.

27. May 29, 2003, the Defendant, the United States of America (the "IRS"), placed a lien against the Property in the sum of \$9,921.16, subordinate to the mortgages hereinafter referred to, by reason of a federal tax lien, No. 1209-L-2003, in favor of the United States of America against Joseph R. Reisinger, and which is recorded in the Office of the Prothonotary of Luzerne County, Pennsylvania.

28. The IRS claim is based on the tax lien that was filed referenced above, and the reason the IRS claim is invalid and unenforceable is because of the low fair market value of the above Property allows for no equity value in excess of the accrued real estate taxes secured by said Property to support the IRS lien.

29. The IRS has a claim of a lien against the Property adverse to the Plaintiff, and the IRS's claim is without any right whatsoever, and therefore, the IRS has no estate, right, title, lien, or interest whatsoever in or to said Property or any part thereof.

29. The IRS lien remains unsatisfied of record, and therefore constitutes a cloud on the Plaintiff's title to said Property.

WHEREFORE, the Plaintiff demands judgment against the IRS for the following:

- (a) Cancel by removing/striking the IRS claim of record, as it applies to the Property;

- (b) Quiet title to any and all claims to the Property by the IRS and all persons claiming pursuant to the IRS's claim, related to the tax lien in regard to the Property;
- (c) Eliminate any claims that the Defendant IRS has in reference to the Property;
- (d) Assess the IRS the costs of this action; and
- (e) For such other and further relief as this Court may deem just and proper.

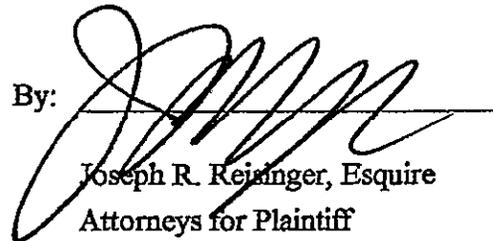
Respectfully submitted,



Michael I. Butera, Esquire

Joseph R. Reisinger, Esq., LLC

By:



Joseph R. Reisinger, Esquire
Attorneys for Plaintiff

VERIFICATION

I, Joseph R. Reisinger, the Plaintiff in the within Complaint, verifies that the statements made in the forgoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.



Joseph R. Reisinger
Dated: Jan 28, 2007

EXHIBIT II

By: Joseph R. Reisinger, Esq.
ID#: 01863
444 South Franklin Street
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(570)823-3377-phone (570)823-8890-fax

Richard A. O'Halloran, Esq.
Counsel for LPP Mortgage, Ltd.
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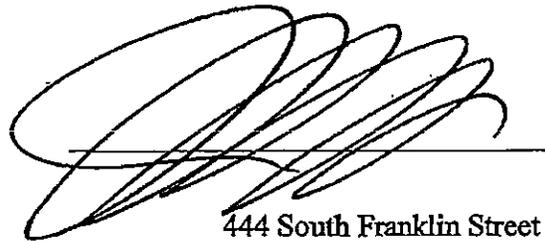
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Certificate of Service Upon Attorney of Record

I, Joseph R. Reisinger, hereby certify that service of a certified copy of the Complaint, filed above, was served upon the Defendant the United States of America by the Plaintiff by certified, first-class, postage pre-paid mail, to the office of its attorney of record, Thomas A. Marino, Esquire, US Attorney for the Middle District of Pennsylvania, 235 North Washington Avenue, Suite 311, Scranton, PA 18503, on June 28, 2007.



444 South Franklin Street
Wilkes-Barre, PA 18702

EXHIBIT III

By: Joseph R. Reisinger, Esq.
ID#: 01863
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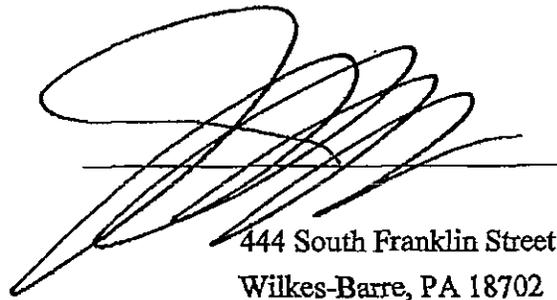

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EXHIBIT IV

By: Joseph R. Reisinger, Esq.
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Wilkes-Barre, Pa 18702
(570)823-3377-phone (570)823-8890-fax

Richard A. O'Halloran, Esq.
Counsel for LPP Mortgage, Ltd.
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Thomas A. Marino, Esq.
Counsel for United States of America

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IN THE COURT OF COMMON PLEAS

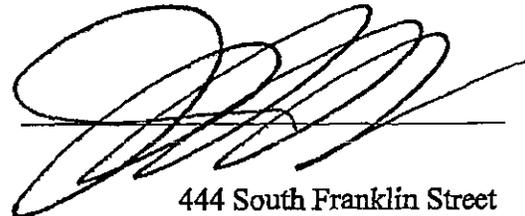
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