

02-1825-CD
CENTEX HOME EQUITY COMPANY LLC vs. SANDRA NELSON, F

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1825-02

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

FILED

FEB 11, 2003 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

NOV 21 2002

William A. Shaw
Prothonotary

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
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:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
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:
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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY CORPORATION, is a Corporation, with an address of 1750 Viceroy Drive, Dallas, Texas 75235.
2. Defendant, SANDRA NELSON, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, JOSEPH E. NELSON, JR, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 26, 2000, the said Defendant, Joseph E. Nelson, Jr., executed and delivered a Mortgage Note in the sum of \$44,100.00 payable to CENTEX HOME EQUITY CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which was recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument No. 200015725 on October 20, 2000 conveying to original Mortgagee the subject premises. Centex Home Equity Corporation is now known as Centex Home Equity Company, LLC. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on May 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$43,879.01
Interest at \$13.95 per day From 04/01/2002 To 12/01/2002 (based on contract rate of 11.600%)	\$3,403.80
Accumulated Late Charges	\$279.63
Late Charges at \$22.01 From 05/01/2002 to 09/01/2002	\$110.02
Suspense Credit	\$53.00
Attorney's Fee at 5% of Principal Balance	\$2,193.95
TOTAL	<hr/> \$49,813.41

**Together with interest at the per diem rate noted above after December 01, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular and certified mail, a copy of the Combined Act 6/91 Notice. True and correct copies of the Combined Act 6/91 Notices, are attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.600% (\$13.95 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: Leon P. Haller
PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 26, 2000
(Date)

PITTSBURGH
(City)

PENNSYLVANIA
(State)

830 WEST LONG AVE, DUBOIS, PENNSYLVANIA 15801
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
CENTEX HOME EQUITY CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on

NOVEMBER 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 440.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 by Lender if exercise 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 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 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.

11. APPLICABLE LAW**PENNSYLVANIA**

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

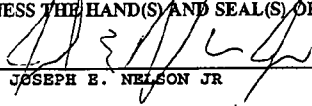
	(Seal)	_____ (Seal)
JOSEPH E. NELSON JR	-Borrower	_____ -Borrower
SSN: _____		SSN: _____
_____ (Seal)		_____ (Seal)
_____ -Borrower		_____ -Borrower
SSN: _____		SSN: _____
_____ (Seal)		_____ (Seal)
_____ -Borrower		_____ -Borrower
SSN: _____		SSN: _____
_____ (Seal)		_____ (Seal)
_____ -Borrower		_____ -Borrower
SSN: _____		SSN: _____

EXHIBIT 'A' - LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 255 of the same plot; thence in a Northwesterly direction along the line of West Long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line of Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of beginning.

Exhibit "B"

A C T 9 1 N O T I C E

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 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 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9844 7632 7414

SENDERS RECORD

- 1 -

SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Exhibit "C"

Date: September 30, 2002

To: SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Re: Loan No. 0245102918
Property: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA
15801

CURRENT LENDER/SERVICER: CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7, DALLAS, TEXAS 75219

HOMEOWNERS 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 RESUMING YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	5 -@ \$440.09
From 05/01/2002 to 09/01/2002	\$2,200.45
Payments due during cure period	\$440.49
Late Charges	\$279.63
Total amount due	\$2,920.57

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN) :

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 plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219
1-888-811-5279

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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



August 1, 2002

JOSEPH E. NELSON
830 WEST LONG AVE
DUBOIS, PA 15801

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

Dear Mortgagers:

This is an official notice that the mortgage on your home is in default, and we intend 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 save your home. This notice explains how the program works.

The name, address, and phone number of the Consumer Credit Counseling Agency 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 "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

Date: August 1, 2002

To: JOSEPH E. NELSON

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

CURRENT LENDER/SERVICER: Centex Home Equity Company, LLC

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE 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 YOU HAVE A REASONABLE PROSPECT OF RESUMING 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 do a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face – to – face meeting with a representative of Centex Home Equity Company, LLC or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. This meeting must occur within the next (30) days.

**IF YOU DO NOT APPLY FOR EMERGENCY ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED " HOW TO CURE
YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRNG YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCY – If you meet with Centex Home Equity Company, LLC or with a consumer credit counseling agency identified in this notice, Centex Home Equity Company, LLC may NOT take against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the country 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 Centex Home Equity Company, LLC immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default.) if you have tried and are unable to resolve this problem with Centex Home Equity Company, LLC, you have the right apply for financial assistance from the Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the application to the Pennsylvania housing finance agency. Your agency **MUST** be filed or postmarked within thirty (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 time requirements set forth above. You will be notified directly by the Pennsylvania housing finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT – The MORTGAGE debt held by Centex Home Equity Company, LLC on your property located at: **830 WEST LONG AVE, , DUBOIS, PA 15801**

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS. The following amount is past due **\$2,368.99.**

HOW TO CURE THE DEFAULT – You may cure the default with in **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to Centex Home Equity Company, LLC plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75219**

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default with in **THIRTY (30) DAYS** of the notice, **Centex Home Equity Company, LLC intends to exercise its right 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 the monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, Centex Home Equity Company, LLC also intends to instruct its attorney to start lawsuit 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 Centex Home Equity Company, LLC refers your case to its attorneys, but you cure the delinquency before Centex Home Equity Company, LLC begins its 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 attorneys' fees actually incurred by Centex Home Equity Company, LLC even if they exceed \$50.00. If you cure the default within THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – Centex Home Equity Company, LLC 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 plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other cost connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

Earliest Possible Sheriff's Sale Date – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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 Centex Home Equity Company, LLC. If money is due, such payment must be made in cash, cashier's check or money order, made payable to Centex Home Equity Company, LLC at the address listed below.

HOW TO CONTACT THE LENDER –

CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75235
1-888-811-5279

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 belonging could be started by Centex Home Equity Company, LLC at any time.

OTHER RIGHTS THAT YOU HAVE – you have additional rights to help to protect your interest in the property:

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 THE RIGHT TO CURE THE DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF 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 ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
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Indiana Co. Community Action Program
827 Water Street, Box 187
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(724) 465-2657
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CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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


COMPANY NAME: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX
HOME EQUITY CORPORATION

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated NOVEMBER 20, 2002

By 
Stacey Anderson

Title: Foreclosure Specialist

28 Mar 03 Document
Reinstated/Reissued to Sheriff/Attorney
for service. William L. Hester
Deputy Prothonotary

WILLIAM L. HESTER
Deputy Prothonotary

FILED
144/201
85.00
3 CC 544
M/11/5/001
2/1/00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13344

CENTEX HOME EQUITY COMPANY

02-1825-CD

VS.

NELSON, SANDRA & JOSEPH E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 20, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND"
AS TO JOSEPH E. NELSON JR., SANDRA NELSON, AND OCCUPANT/TENANT,
DEFENDANTS. HOUSE IS EMPTY.

Return Costs

Cost	Description
36.35	SHFF. HAWKINS PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day Of Jan 2003


WILLIAM A. SHAW

Prothonotary

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

So Answers,



Chester A. Hawkins

Sheriff

FILED

2:36 PM
JAN 20 2003

William A. Shaw
Prothonotary

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1825-CD

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

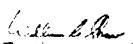
SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

NOV 21 2002

Attest.


Prothonotary/
Clerk of Courts

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY CORPORATION, is a Corporation, with an address of 1750 Viceroy Drive, Dallas, Texas 75235.
2. Defendant, SANDRA NELSON, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, JOSEPH E. NELSON, JR, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 26, 2000, the said Defendant, Joseph E. Nelson, Jr., executed and delivered a Mortgage Note in the sum of \$44,100.00 payable to CENTEX HOME EQUITY CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which was recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument No. 200015725 on October 20, 2000 conveying to original Mortgagee the subject premises. Centex Home Equity Corporation is now known as Centex Home Equity Company, LLC. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on May 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$43,879.01
Interest at \$13.95 per day From 04/01/2002 To 12/01/2002 (based on contract rate of 11.600%)	\$3,403.80
Accumulated Late Charges	\$279.63
Late Charges at \$22.01 From 05/01/2002 to 09/01/2002	\$110.02
Suspense Credit	\$53.00
Attorney's Fee at 5% of Principal Balance	\$2,193.95
TOTAL	<hr/> \$49,813.41

**Together with interest at the per diem rate noted above after December 01, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular and certified mail, a copy of the Combined Act 6/91 Notice. True and correct copies of the Combined Act 6/91 Notices, are attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.600% (\$13.95 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: Leon P. Haller
PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 26, 2000
[Date]

PITTSBURGH
[City]

PENNSYLVANIA
[State]

830 WEST LONG AVE, DUBOIS, PENNSYLVANIA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
CENTEX HOME EQUITY CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400
DALLAS, TX 75219-9077 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 440.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

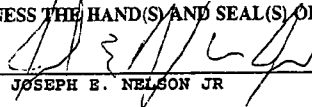
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

11. APPLICABLE LAW**PENNSYLVANIA**

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
JOSEPH E. NELSON JR. -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

EXHIBIT 'A' - LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 255 of the same plot; thence in a Northwesterly direction along the line of West Long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line of Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of beginning.

Exhibit "B"

A C T 9 1 N O T I C E

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 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 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9844 7632 7414

SENDERS RECORD

- 1 -

SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Exhibit "C"

Date: September 30, 2002

To: SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Re: Loan No. 0245102918
Property: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA
15801

CURRENT LENDER/SERVICER: CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7, DALLAS, TEXAS 75219

HOMEOWNERS 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 RESUMING YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	5 -@ \$440.09
From 05/01/2002 to 09/01/2002	\$2,200.45
Payments due during cure period	\$440.49
Late Charges	\$279.63
Total amount due	\$2,920.57

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219
1-888-811-5279

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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



CENTEX HOME EQUITY

August 1, 2002

JOSEPH E. NELSON
830 WEST LONG AVE
DUBOIS, PA 15801

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

Dear Mortgagers:

This is an official notice that the mortgage on your home is in default, and we intend 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 save your home. This notice explains how the program works.

The name, address, and phone number of the Consumer Credit Counseling Agency 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 "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

Date: August 1, 2002

To: JOSEPH E. NELSON

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

CURRENT LENDER/SERVICER: Centex Home Equity Company, LLC

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE 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 YOU HAVE A REASONABLE PROSPECT OF RESUMING 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 do a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face – to – face meeting with a representative of Centex Home Equity Company, LLC or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. This meeting must occur within the next (30) days.

**IF YOU DO NOT APPLY FOR EMERGENCY ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED " HOW TO CURE
YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRNG YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCY – If you meet with Centex Home Equity Company, LLC or with a consumer credit counseling agency identified in this notice, Centex Home Equity Company, LLC may NOT take against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the country 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 Centex Home Equity Company, LLC immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default.) if you have tried and are unable to resolve this problem with Centex Home Equity Company, LLC, you have the right apply for financial assistance from the Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the application to the Pennsylvania housing finance agency. Your agency **MUST** be filed or postmarked within thirty (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 time requirements set forth above. You will be notified directly by the Pennsylvania housing finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT – The MORTGAGE debt held by Centex Home Equity Company, LLC on your property located at: 830 WEST LONG AVE., , DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS. The following amount is past due \$2,368.99.

HOW TO CURE THE DEFAULT – You may cure the default with in THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to Centex Home Equity Company, LLC plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75219**

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default with in THIRTY (30) DAYS of the notice, Centex Home Equity Company, LLC **intends to exercise its right 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 the monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, Centex Home Equity Company, LLC also intends to instruct its attorney to start lawsuit 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 Centex Home Equity Company, LLC refers your case to its attorneys, but you cure the delinquency before Centex Home Equity Company, LLC begins its 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 attorneys' fees actually incurred by Centex Home Equity Company, LLC even if they exceed \$50.00. If you cure the default within THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – Centex Home Equity Company, LLC 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 plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other cost connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

Earliest Possible Sheriff's Sale Date – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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 Centex Home Equity Company, LLC. If money is due, such payment must be made in cash, cashier's check or money order, made payable to Centex Home Equity Company, LLC at the address listed below.

HOW TO CONTACT THE LENDER –

CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75235
1-888-811-5279

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 belonging could be started by Centex Home Equity Company, LLC at any time.

OTHER RIGHTS THAT YOU HAVE – you have additional rights to help to protect your interest in the property:

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 THE RIGHT TO CURE THE DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF 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 ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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

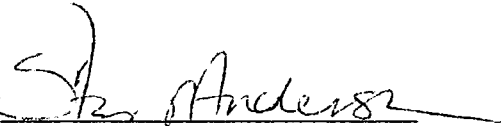
COMPANY NAME: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX
HOME EQUITY CORPORATION

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated NOVEMBER 20, 2002

By 
Stacey Anderson

Title: Foreclosure Specialist

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1825-0

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

NOV 21 2002

Attest.

[Signature]
Prothonotary/
Clerk of Courts

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY CORPORATION, is a Corporation, with an address of 1750 Viceroy Drive, Dallas, Texas 75235.
2. Defendant, SANDRA NELSON, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, JOSEPH E. NELSON, JR, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 26, 2000, the said Defendant, Joseph E. Nelson, Jr., executed and delivered a Mortgage Note in the sum of \$44,100.00 payable to CENTEX HOME EQUITY CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which was recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument No. 200015725 on October 20, 2000 conveying to original Mortgagee the subject premises. Centex Home Equity Corporation is now known as Centex Home Equity Company, LLC. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on May 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$43,879.01
Interest at \$13.95 per day From 04/01/2002 To 12/01/2002 (based on contract rate of 11.600%)	\$3,403.80
Accumulated Late Charges	\$279.63
Late Charges at \$22.01 From 05/01/2002 to 09/01/2002	\$110.02
Suspense Credit	\$53.00
Attorney's Fee at 5% of Principal Balance	\$2,193.95
TOTAL	<hr/> \$49,813.41

**Together with interest at the per diem rate noted above after December 01, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular and certified mail, a copy of the Combined Act 6/91 Notice. True and correct copies of the Combined Act 6/91 Notices, are attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.600% (\$13.95 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: Leon P. Haller
PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

BALLOON NOTE

(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 26, 2000

[Date]

PITTSBURGH

[City]

PENNSYLVANIA

[State]

830 WEST LONG AVE, DUBOIS, PENNSYLVANIA 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
CENTEX HOME EQUITY CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 440.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

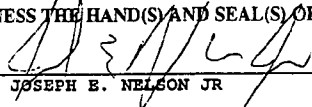
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

11. APPLICABLE LAW**PENNSYLVANIA**

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
JOSEPH E. NELSON JR. -Borrower
SSN: XXX

____ (Seal)
____ -Borrower
SSN: XXX

____ (Seal)
____ -Borrower
SSN: XXX

____ (Seal)
____ -Borrower
SSN: XXX

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

EXHIBIT 'A' - LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 255 of the same plot; thence in a Northwesterly direction along the line of West Long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line of Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of beginning.

Exhibit "B"

A C T 9 1 N O T I C E

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 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 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9844 7632 7414

SENDERS RECORD

- 1 -

SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Exhibit "C"

Date: September 30, 2002

To: SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Re: Loan No. 0245102918
Property: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA
15801

CURRENT LENDER/SERVICER: CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7, DALLAS, TEXAS 75219

HOMEOWNERS 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 RESUMING YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	5 -@ \$440.09
From 05/01/2002 to 09/01/2002	\$2,200.45
Payments due during cure period	\$440.49
Late Charges	\$279.63
Total amount due	\$2,920.57

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219
1-888-811-5279

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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



August 1, 2002

JOSEPH E. NELSON
830 WEST LONG AVE
DUBOIS, PA 15801

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

Dear Mortgagers:

This is an official notice that the mortgage on your home is in default, and we intend 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 save your home. This notice explains how the program works.

The name, address, and phone number of the Consumer Credit Counseling Agency 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 "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

Date: August 1, 2002

To: JOSEPH E. NELSON

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

CURRENT LENDER/SERVICER: Centex Home Equity Company, LLC

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE 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 YOU HAVE A REASONABLE PROSPECT OF RESUMING 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 do a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face – to – face meeting with a representative of Centex Home Equity Company, LLC or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. This meeting must occur within the next (30) days.

**IF YOU DO NOT APPLY FOR EMERGENCY ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED " HOW TO CURE
YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRNG YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCY – If you meet with Centex Home Equity Company, LLC or with a consumer credit counseling agency identified in this notice, Centex Home Equity Company, LLC may NOT take against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the country 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 Centex Home Equity Company, LLC immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default.) if you have tried and are unable to resolve this problem with Centex Home Equity Company, LLC, you have the right apply for financial assistance from the Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the application to the Pennsylvania housing finance agency. Your agency MUST be filed or postmarked within thirty (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 time requirements set forth above. You will be notified directly by the Pennsylvania housing finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT – The MORTGAGE debt held by Centex Home Equity Company, LLC on your property located at: **830 WEST LONG AVE, , DUBOIS, PA 15801**

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS. The following amount is past due **\$2,368.99.**

HOW TO CURE THE DEFAULT – You may cure the default with in THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to Centex Home Equity Company, LLC plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75219**

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default with in THIRTY (30) DAYS of the notice, **Centex Home Equity Company, LLC intends to exercise its right 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 the monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, Centex Home Equity Company, LLC also intends to instruct its attorney to start lawsuit 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 Centex Home Equity Company, LLC refers your case to its attorneys, but you cure the delinquency before Centex Home Equity Company, LLC begins its 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 attorneys' fees actually incurred by Centex Home Equity Company, LLC even if they exceed \$50.00. If you cure the default within THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – Centex Home Equity Company, LLC 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 plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other cost connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

Earliest Possible Sheriff's Sale Date – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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 Centex Home Equity Company, LLC. If money is due, such payment must be made in cash, cashier's check or money order, made payable to Centex Home Equity Company, LLC at the address listed below.

HOW TO CONTACT THE LENDER –

CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75235
1-888-811-5279

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 belonging could be started by Centex Home Equity Company, LLC at any time.

OTHER RIGHTS THAT YOU HAVE – you have additional rights to help to protect your interest in the property:

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 THE RIGHT TO CURE THE DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF 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 ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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

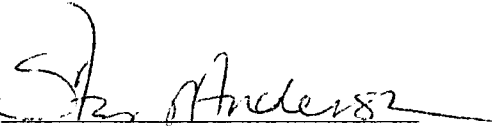
COMPANY NAME: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX
HOME EQUITY CORPORATION

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated NOVEMBER 20, 2002

By 
Stacey Anderson

Title: Foreclosure Specialist

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1825-CD

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

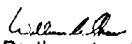
SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

NOV 21 2002

Attest.


Prothonotary/
Clerk of Courts

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY CORPORATION, is a Corporation, with an address of 1750 Viceroy Drive, Dallas, Texas 75235.
2. Defendant, SANDRA NELSON, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, JOSEPH E. NELSON, JR, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 26, 2000, the said Defendant, Joseph E. Nelson, Jr., executed and delivered a Mortgage Note in the sum of \$44,100.00 payable to CENTEX HOME EQUITY CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which was recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument No. 200015725 on October 20, 2000 conveying to original Mortgagee the subject premises. Centex Home Equity Corporation is now known as Centex Home Equity Company, LLC. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on May 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$43,879.01
Interest at \$13.95 per day From 04/01/2002 To 12/01/2002 (based on contract rate of 11.600%)	\$3,403.80
Accumulated Late Charges	\$279.63
Late Charges at \$22.01 From 05/01/2002 to 09/01/2002	\$110.02
Suspense Credit	\$53.00
Attorney's Fee at 5% of Principal Balance	\$2,193.95
TOTAL	<hr/> \$49,813.41

**Together with interest at the per diem rate noted above after December 01, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular and certified mail, a copy of the Combined Act 6/91 Notice. True and correct copies of the Combined Act 6/91 Notices, are attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.600% (\$13.95 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____

Leon P. Haller
PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 26, 2000

[Date]

PITTSBURGH

[City]

PENNSYLVANIA

[State]

830 WEST LONG AVE, DUBOIS, PENNSYLVANIA 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **CENTEX HOME EQUITY CORPORATION**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on

NOVEMBER 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **OCTOBER 1, 2015**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **P.O. BOX 199400**

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 440.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

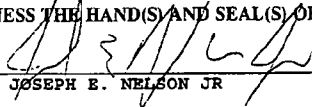
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

11. APPLICABLE LAW**PENNSYLVANIA**

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
JOSEPH E. NELSON JR. -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

EXHIBIT 'A' - LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 255 of the same plot; thence in a Northwesterly direction along the line of West Long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line of Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of beginning.

Exhibit "B"

A C T 9 1 N O T I C E

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 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 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9844 7632 7414

SENDERS RECORD

- 1 -

SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Exhibit "C"

Date: September 30, 2002

To: SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Re: Loan No. 0245102918
Property: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA
15801

CURRENT LENDER/SERVICER: CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7, DALLAS, TEXAS 75219

HOMEOWNERS 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 RESUMING YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	5 -@ \$440.09
From 05/01/2002 to 09/01/2002	\$2,200.45
Payments due during cure period	\$440.49
Late Charges	\$279.63
Total amount due	\$2,920.57

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219
1-888-811-5279

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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



CENTEX HOME EQUITY

August 1, 2002

JOSEPH E. NELSON
830 WEST LONG AVE
DUBOIS, PA 15801

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

Dear Mortgagers:

This is an official notice that the mortgage on your home is in default, and we intend 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 save your home. This notice explains how the program works.

The name, address, and phone number of the Consumer Credit Counseling Agency 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 "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

Date: August 1, 2002

To: JOSEPH E. NELSON

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

CURRENT LENDER/SERVICER: Centex Home Equity Company, LLC

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE 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 YOU HAVE A REASONABLE PROSPECT OF RESUMING 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 do a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face – to – face meeting with a representative of Centex Home Equity Company, LLC or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. This meeting must occur within the next (30) days.

**IF YOU DO NOT APPLY FOR EMERGENCY ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED " HOW TO CURE
YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRNG YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCY – If you meet with Centex Home Equity Company, LLC or with a consumer credit counseling agency identified in this notice, Centex Home Equity Company, LLC may NOT take against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the country 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 Centex Home Equity Company, LLC immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default.) if you have tried and are unable to resolve this problem with Centex Home Equity Company, LLC, you have the right apply for financial assistance from the Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the application to the Pennsylvania housing finance agency. Your agency **MUST** be filed or postmarked within thirty (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 time requirements set forth above. You will be notified directly by the Pennsylvania housing finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT – The MORTGAGE debt held by Centex Home Equity Company, LLC on your property located at: **830 WEST LONG AVE, , DUBOIS, PA 15801**

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS. The following amount is past due **\$2,368.99.**

HOW TO CURE THE DEFAULT – You may cure the default with in THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to Centex Home Equity Company, LLC plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75219**

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default with in THIRTY (30) DAYS of the notice, **Centex Home Equity Company, LLC intends to exercise its right 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 the monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, Centex Home Equity Company, LLC also intends to instruct its attorney to start lawsuit 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 Centex Home Equity Company, LLC refers your case to its attorneys, but you cure the delinquency before Centex Home Equity Company, LLC begins its 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 attorneys' fees actually incurred by Centex Home Equity Company, LLC even if they exceed \$50.00. If you cure the default within THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – Centex Home Equity Company, LLC 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 plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other cost connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

Earliest Possible Sheriff's Sale Date – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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 Centex Home Equity Company, LLC. If money is due, such payment must be made in cash, cashier's check or money order, made payable to Centex Home Equity Company, LLC at the address listed below.

HOW TO CONTACT THE LENDER –

CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75235
1-888-811-5279

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 belonging could be started by Centex Home Equity Company, LLC at any time.

OTHER RIGHTS THAT YOU HAVE – you have additional rights to help to protect your interest in the property:

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 THE RIGHT TO CURE THE DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF 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 ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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

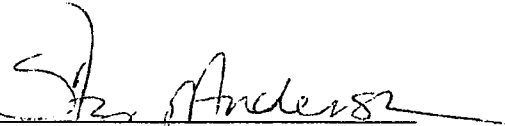
COMPANY NAME: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX
HOME EQUITY CORPORATION

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated NOVEMBER 20, 2002

By 
Stacey Anderson

Title: Foreclosure Specialist

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 02-1825-CD

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: February 5, 2003

PURCELL, KRUG, & HALLER

BY

Leon P. Haller
1719 North Front Street
Harrisburg, Pa. 17102
Attorney for Plaintiff
Attorney ID# 15700

FILED

FEB 11 2003

m/1:20/m
William A. Shaw

Prothonotary/Clerk of Courts

2 CENT / REINSTATE
COMPLAINT TO SHR

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 02-1825-CD

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

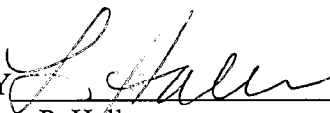
DATE: March 17, 2003

FILED

MAR 28 2003

William A. Shaw
Prothonotary

PURCELL, KRUG, & HALLER

BY 
Leon P. Haller
1719 North Front Street
Harrisburg, Pa. 17102
Attorney for Plaintiff
Attorney ID# 15700

FILED

No. 02.

M11:14 PM
MAR 28 2003
Atty Haldes pd. 7.00

Complaint re-instated
to Sif

William A. Shaw
Prothonotary

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

CENTEX HOME-EQUITY COMPANY

Sheriff Docket #

13344

VS.

02-1825-CD

NELSON, SANDRA & JOSEPH E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 13, 2003 AT 2:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. NELSON JR., DEFENDANT AT RESIDENCE, 1101 BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH E. NELSON JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

NOW MARCH 6, 2003, ROBERT WOLFGANG, SHERIFF OF FOREST COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA NELSON, DEFENDANT.

NOW MARCH 17, 2003 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA NELSON, DEFENDANT BY DEPUTIZING THE SHERIFF OF FOREST COUNTY. THE RETURN OF SHERIFF WOLFGANG IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "EXPIRED, RETURNED WITHOUT ACTION".

Return Costs

Cost	Description
35.35	SHERIFF HAWKINS PAID BY: ATTY CK# 65643
20.00	SURCHARGE PAID BY: ATTY CK# 65644
17.00	FOREST CO. SHFF. PAID BY: ATTY CK# 65892

FILED

MAY 21 2003

01:11:45 a.m.

William A. Shaw

Prothonotary

Sworn to Before Me This

21st Day Of May 2003

William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins

Sheriff

no cc

[Signature]

SHERIFF'S RETURN OF SERVICE - FOREST COUNTY <small>(Please prepare separate "Return" Form for each Defendant to be served by Sheriff. If you desire a copy of this "Return" mailed to you, please attach self-addressed, stamped envelope for each separate address where service is requested.)</small>		COURT TERM AND NUMBER C.D. 1825 2002	
TO BE COMPLETED BY ATTORNEY		SHERIFF'S NUMBER G 228-A	
PLAINTIFF(S) Centex Home Equity Company, LLC f/k/a Centex Home Equity Corporation		COST \$17.00 PD	MILEAGE
DEFENDANT(S) Sandra Nelson		DISTRICT <input type="checkbox"/> SUMMONS <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> OTHER _____	
SERVE AT HC 1, Box 7, Cooksburg, PA 16217		TYPE OF ACTION Mortgage Foreclosure	
SPECIAL INSTRUCTIONS			
TO BE COMPLETED BY SHERIFF			
Served and made known to _____, Defendant(s) on the <u>17th</u> day of <u>March</u> , 20 <u>03</u> , at _____ o'clock, _____ M, at _____ Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) reside(s). Relationship is <input type="checkbox"/> Adult in charge of Defendant's residence who refused to give name or relationship <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) reside(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input checked="" type="checkbox"/> Other <u>Expired Writ Returned without action.</u>			
		SHERIFF <u>Robert L. Wolfgang</u> Robert L. Wolfgang	
		By _____ DEPUTY SHERIFF	
on the _____ day of _____, 20____, at _____ o'clock, _____ M, Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____			
		SHERIFF Robert L. Wolfgang	
		By _____ DEPUTY SHERIFF	
DEPUTIZED SERVICE			
Now, the _____ day of _____, 20____, I, Sheriff of Forest County, Pennsylvania do hereby deputize the Sheriff of _____ County, to serve this <input type="checkbox"/> Summons <input type="checkbox"/> Complaint <input type="checkbox"/> Other _____ and make return thereof and according to Law.			
		SHERIFF Robert L. Wolfgang	
		By _____ DEPUTY SHERIFF	
TO BE COMPLETED BY ATTORNEY		TO BE COMPLETED BY PROTHONOTARY	
Name <u>Leon P. Haller</u> Address <u>1719 N. Front St., Harrisburg, PA 17102</u> Telephone Number <u>717-234-4178</u> Identification Number _____ Represents: <input type="checkbox"/> Plaintiff(s) <input type="checkbox"/> Defendant(s) <input type="checkbox"/> Other _____		ATTEST <u>Annex m hufi</u> PRO PROTHY <u>Mar 17 2003</u> DATE	

2002-1825-10

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION
Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint of for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830

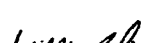
814-765-2641 *5982 I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

Feb. 11, 2003 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FEB 11 2003

Attest.


Prothonotary/
Clerk of Court

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC
F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

vs.

SANDRA NELSON AND
JOSEPH E. NELSON, JR.,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY CORPORATION, is a Corporation, with an address of 1750 Viceroy Drive, Dallas, Texas 75235.
2. Defendant, SANDRA NELSON, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, JOSEPH E. NELSON, JR, is an adult individual, whose last known address is 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 26, 2000, the said Defendant, Joseph E. Nelson, Jr., executed and delivered a Mortgage Note in the sum of \$44,100.00 payable to CENTEX HOME EQUITY CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which was recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument No. 200015725 on October 20, 2000 conveying to original Mortgagee the subject premises. Centex Home Equity Corporation is now known as Centex Home Equity Company, LLC. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on May 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$43,879.01
Interest at \$13.95 per day From 04/01/2002 To 12/01/2002 (based on contract rate of 11.600%)	\$3,403.80
Accumulated Late Charges	\$279.63
Late Charges at \$22.01 From 05/01/2002 to 09/01/2002	\$110.02
Suspense Credit	\$53.00
Attorney's Fee at 5% of Principal Balance	\$2,193.95
TOTAL	<hr/> \$49,813.41

**Together with interest at the per diem rate noted above after December 01, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular and certified mail, a copy of the Combined Act 6/91 Notice. True and correct copies of the Combined Act 6/91 Notices, are attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.600% (\$13.95 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: Leon P. Haller
PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 26, 2000
(Date)

PITTSBURGH
(City)

PENNSYLVANIA
(State)

830 WEST LONG AVE, DUBOIS, PENNSYLVANIA 15801
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CENTEX HOME EQUITY CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on

NOVEMBER 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 440.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

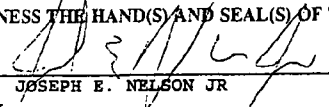
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums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

11. APPLICABLE LAW**PENNSYLVANIA**

This Note shall be governed by the laws of the State of

If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
JOSEPH E. NELSON JR. -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

____ (Seal)
____ -Borrower
SSN:

EXHIBIT 'A' - LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 255 of the same plot; thence in a Northwesterly direction along the line of West Long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line of Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of beginning.

Exhibit "B"

A C T 9 1 N O T I C E

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 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 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9844 7632 7414

SENDERS RECORD

- 1 -

SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Exhibit "C"

Date: September 30, 2002

To: SANDRA NELSON
830 WEST LONG AVENUE
DUBOIS, PA 15801

Re: Loan No. 0245102918
Property: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA
15801

CURRENT LENDER/SERVICER: CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7, DALLAS, TEXAS 75219

HOMEOWNERS 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 RESUMING YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default).

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

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: 830 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	5 -@ \$440.09
From 05/01/2002 to 09/01/2002	\$2,200.45
Payments due during cure period	\$440.49
Late Charges	\$279.63
Total amount due	\$2,920.57

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111,
MAIL STOP AK7,
DALLAS, TEXAS 75219
1-888-811-5279

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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



CENTEX HOME EQUITY

August 1, 2002

JOSEPH E. NELSON
830 WEST LONG AVE
DUBOIS, PA 15801

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

Dear Mortgagers:

This is an official notice that the mortgage on your home is in default, and we intend 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 save your home. This notice explains how the program works.

The name, address, and phone number of the Consumer Credit Counseling Agency 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 "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

Date: August 1, 2002

To: JOSEPH E. NELSON

Re: CHEC Loan Number: 245102918
Property Address: 830 WEST LONG AVE
DUBOIS, PA 15801

CURRENT LENDER/SERVICER: Centex Home Equity Company, LLC

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE 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 YOU HAVE A REASONABLE PROSPECT OF RESUMING 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 do a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face – to – face meeting with a representative of Centex Home Equity Company, LLC or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. This meeting must occur within the next (30) days.

**IF YOU DO NOT APPLY FOR EMERGENCY ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED " HOW TO CURE
YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRNG YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCY – If you meet with Centex Home Equity Company, LLC or with a consumer credit counseling agency identified in this notice, Centex Home Equity Company, LLC may NOT take against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the country 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 Centex Home Equity Company, LLC immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default.) if you have tried and are unable to resolve this problem with Centex Home Equity Company, LLC, you have the right apply for financial assistance from the Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the application to the Pennsylvania housing finance agency. Your agency **MUST** be filed or postmarked within thirty (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 time requirements set forth above. You will be notified directly by the Pennsylvania housing finance Agency of its decision on your application.

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT – The MORTGAGE debt held by Centex Home Equity Company, LLC on your property located at: 830 WEST LONG AVE, , DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS. The following amount is past due \$2,368.99.

HOW TO CURE THE DEFAULT – You may cure the default with in THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to Centex Home Equity Company, LLC plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75219**

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default with in THIRTY (30) DAYS of the notice, **Centex Home Equity Company, LLC intends to exercise its right 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 the monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, Centex Home Equity Company, LLC also intends to instruct its attorney to start lawsuit 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 Centex Home Equity Company, LLC refers your case to its attorneys, but you cure the delinquency before Centex Home Equity Company, LLC begins its 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 attorneys' fees actually incurred by Centex Home Equity Company, LLC even if they exceed \$50.00. If you cure the default within THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – Centex Home Equity Company, LLC 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 plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other cost connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

Earliest Possible Sheriff's Sale Date – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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 Centex Home Equity Company, LLC. If money is due, such payment must be made in cash, cashier's check or money order, made payable to Centex Home Equity Company, LLC at the address listed below.

HOW TO CONTACT THE LENDER –

CENTEX HOME EQUITY COMPANY, LLC
1750 VICEROY DRIVE
DALLAS, TX 75235
1-888-811-5279

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 belonging could be started by Centex Home Equity Company, LLC at any time.

OTHER RIGHTS THAT YOU HAVE – you have additional rights to help to protect your interest in the property:

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 THE RIGHT TO CURE THE DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF 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 ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 East 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

CCCS of Northeastern PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

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

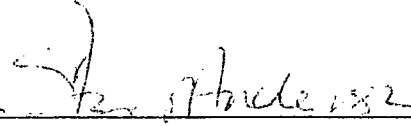
COMPANY NAME: CENIEX HOME EQUITY COMPANY, LLC F/K/A CENIEX
HOME EQUITY CORPORATION

VERIFICATION

I verify that the statements made in the foregoing Complaint are true
and correct.

I understand that false statements herein are made subject to the
penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to
authorities.

Dated NOVEMBER 20, 2002

By: 
Stacey Anderson

Title: Foreclosure Specialist

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENTEX HOME EQUITY COMPANY

Sheriff Docket #

13344

vs.

02-1825-CD

NELSON, SANDRA & JOSEPH E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 14, 2003 ROBERT WOLFGANG, SHERIFF OF FOREST COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA NELSON, DEFENDANT.

NOW APRIL 23, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA NELSON, DEFENDANT BY DEPUTIZING THE SHERIFF OF FOREST COUNTY. THE RETURN OF SHERIFF WOLFGANG IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
18.83	SHERIFF HAWKINS PAID BY: ATTY CK# 69110
10.00	SURCHARGE PAID BY: ATTY CK# 69111
75.00	FOREST CO. SHFF. PAID BY: ATTY CK# 69112

FILED

MAY 21 2003

0/11:45 a.m.
William A. Shaw
Prothonotary

Sworn to Before Me This

16th Day Of May 2003

William A. Shaw

So Answers, *no cc*

Chester A. Hawkins

Chester A. Hawkins
Sheriff

SHERIFF'S RETURN OF SERVICE - FOREST COUNTY <small>(Please prepare separate "Return" Form for each Defendant to be served by Sheriff. If you desire a copy of this "Return" mailed to you, please attach self-addressed, stamped envelope for each separate address where service is requested.)</small>		COURT TERM AND NUMBER 02-1825-CD			
TO BE COMPLETED BY ATTORNEY		SHERIFF'S NUMBER G 228-A			
PLAINTIFF(S) Centex Home Equity Company, LLC, f/k/a Centex Home Equity Corporation		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> COST \$75.00 PD </td> <td style="width: 50%; padding: 5px;"> MILEAGE 107 </td> </tr> </table>		COST \$75.00 PD	MILEAGE 107
COST \$75.00 PD	MILEAGE 107				
DEFENDANT(S) Sandra Nelson		DISTRICT <input type="checkbox"/> SUMMONS <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> OTHER _____			
SERVE AT HC 1, Box 7, Cooksburg, PA 16217		TYPE OF ACTION Mortgage Foreclosure			
SPECIAL INSTRUCTIONS <div style="height: 40px;"></div>					
TO BE COMPLETED BY SHERIFF					
Served and made known to <u>Sandra Nelson a/k/a Sandra Howard</u> , Defendant(s) on the <u>23rd</u> day of <u>April</u> , 20 <u>03</u> , at <u>10:42</u> o'clock, <u>A</u> M, at <u>HC 1, Box 7, Cooksburg, PA 16217</u> Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) reside(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence who refused to give name or relationship _____ <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____ <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. _____ <input type="checkbox"/> _____ and officer of said Defendant company. _____ <input type="checkbox"/> Other _____					
<div style="text-align: right;"> SHERIFF <u>Robert L. Wolfgang</u> Robert L. Wolfgang By <u>William R. Kiel</u> DEPUTY SHERIFF </div>					
on the _____ day of _____, 20____, at _____ o'clock, _____ M, Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____					
<div style="text-align: right;"> SHERIFF _____ Robert L. Wolfgang By _____ DEPUTY SHERIFF </div>					
DEPUTIZED SERVICE					
Now, the _____ day of _____, 20____, I, Sheriff of Forest County, Pennsylvania do hereby deputize the Sheriff of _____ County, to serve this <input type="checkbox"/> Summons <input type="checkbox"/> Complaint <input type="checkbox"/> Other _____ and make return thereof and according to Law.					
<div style="text-align: right;"> SHERIFF _____ Robert L. Wolfgang By _____ DEPUTY SHERIFF </div>					
TO BE COMPLETED BY ATTORNEY		TO BE COMPLETED BY PROTHONOTARY			
Name _____ Address _____ Telephone Number _____ Identification Number _____ Represents: <input type="checkbox"/> Plaintiff(s) _____ <input type="checkbox"/> Defendant(s) _____ <input type="checkbox"/> Other _____		ATTEST <u>Christina M. Kufi</u> PRO PROTHY <u>April 23 2003</u> DATE			

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

PRAECIPE

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s) **SANDRA NELSON AND JOSEPH E. NELSON, JR** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$43,879.01
Interest	\$3,403.80
Per diem of \$13.94	
From 04/01/2002	
To 09/01/2002	
Accumulated Late Charges	\$279.63
Late Charges	\$110.02
(\$22.01 per month to	
09/01/2002)	
Suspense Credit	\$53.00
5% Attorney's Commission	\$2,193.95
TOTAL	\$49,813.41

**Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

JUN 13 2003

William A. Shaw
Prothonotary

FILED

Atty pd.

M 12:00 PM

JUN 13 2003

ICC & Notice to each Def.

William A. Shaw
Prothonotary

Statement to Atty
8/22/03

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

Sworn to and subscribed :

before me this 12 day :

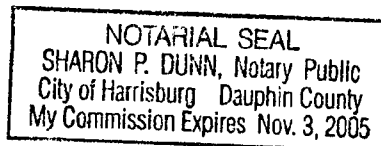
of June 2003 :

Sharon P. Dunn

Notary Public



LEON P. HALLER, ESQUIRE



CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 12 day :

of June 20 03 :

Sharon P. Dunn

Notary Public

LEON P. HALLER, ESQUIRE



CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

I hereby certify that on May 15, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By

Leon P. Haller, PA I.D. # 15700

Attorney for Plaintiff

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17102

CENTEX HOME EQUITY COMPANY,
LLC F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

VS.

SANDRA NELSON AND JOSEPH E.
NELSON, JR

Defendants

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

: NO. 02-1825-CD
:
:
:
:

: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:
:

DATE OF THIS NOTICE: **May 15, 2003**

TO:

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

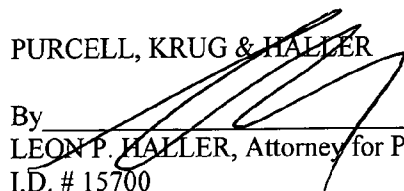
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

IMPORTANT NOTICE

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By 
LEON P. HALLER, Attorney for Plaintiff
I.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

COPY

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on June 13, 2003, the following judgment has been entered against you in the above-captioned matter:

\$49,813.41 and for the sale and foreclosure of your property located at: **830 WEST LONG AVENUE DUBOIS, PENNSYLVANIA 15801**

Dated: June 12, 2003

PROTHONOTARY

Attorney for Plaintiff:
Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

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

COPY

Centex Home Equity Company, LLC
f/k/a Centex Home Equity Corporation
Plaintiff(s)

No.: 2002-01825-CD

Real Debt: \$49,813.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sandra Nelson
Joseph E. Nelson Jr.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 13, 2003

Expires: June 13, 2008

Certified from the record this 13th day of June, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

CENTER HOME EQUITY CORPORATION,
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on June 13, 03 the following judgment has been entered against you in the above-captioned matter:

\$49,813.41 and for the sale and foreclosure of your property located at: 830 WEST LONG AVENUE DUBOIS, PENNSYLVANIA 15801

Dated: June 12, 2003

PROTHONOTARY

Attorney for Plaintiff:
Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

FILED

JUN 13 2003

William A. Shaw
Prothonotary

COPI

was

CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR,
DEFENDANTS

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

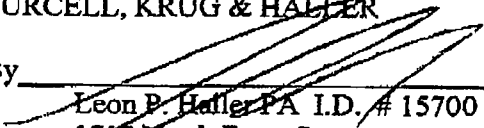
Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s) **SANDRA NELSON AND JOSEPH E. NELSON, JR** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$43,879.01
Interest	\$3,403.80
Per diem of \$13.94	
From 04/01/2002	
To 09/01/2002	
Accumulated Late Charges	\$279.63
Late Charges	\$110.02
(\$22.01 per month to	
09/01/2002)	
Suspense Credit	\$53.00
5% Attorney's Commission	\$2,193.95
TOTAL	\$49,813.41

****Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.**

PURCELL, KRUG & HALLER

By


Leon P. Haller PA I.D. # 15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

Sworn to and subscribed :

before me this 12 day :of June 2003 :

Sharon P. Dunn
Notary Public


LEON P. HALLER, ESQUIRE

NOTARIAL SEAL
SHARON R. DUNN, Notary Public
City of Harrisburg Dauphin County
My Commission Expires Nov. 3, 2005

CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

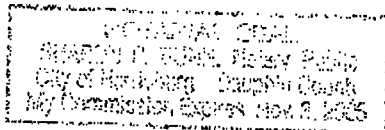
Sworn to and subscribed :

before me this 12 day :

of June 20 03 :

Sharon P. Dunn
Notary Public

LEON P. HALLER, ESQUIRE



SEP-19-2003 13:19

PURCELL KRUG & HALLER

CENTEX HOME EQUITY CORPORATION

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

I hereby certify that on May 15, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By

Leon P. Haller, PA I.D. # 15700

Attorney for Plaintiff

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

CENTEX HOME EQUITY COMPANY,
LLC F/K/A CENTEX HOME EQUITY
CORPORATION,

Plaintiff

VS.

SANDRA NELSON AND JOSEPH E.
NELSON, JR

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 02-1825-CD
:
:
:
: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:
:

DATE OF THIS NOTICE: May 15, 2003

TO:

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801


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

IMPORTANT NOTICE

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By 
LEON P. HALLER, Attorney for Plaintiff
L.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

1719 NORTH FRONT STREET
HARRIBURG, PA 17102
717-234-4178 - PHONE
717-783-4939 - FAX
TCOLM@PKH.COM

**PURCELL, KRUG
AND HALLER**

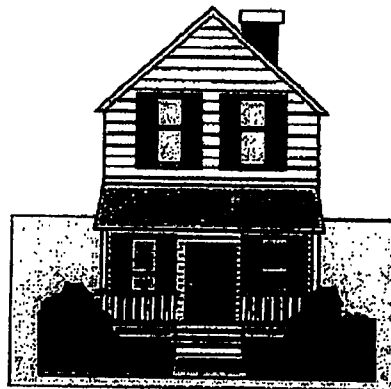
Fax

To: Bill	From: Traci
Fax: 814-765-7659	Pages: 7
Phone:	Date: 9/19/03
Re: Nelson, Sandra	CC:

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Attached are the judgment documents for the above matter. If you need anything else, please contact me.



CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **830 WEST LONG AVENUE DUBOIS, PENNSYLVANIA 15801** as follows:

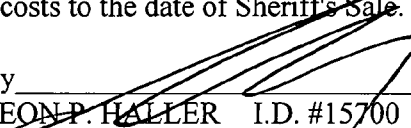
Unpaid Principal Balance	\$43,879.01
Interest	\$7,644.60
Per diem of \$13.94 To 10/1/03	
Late Charges	\$609.75
(\$22.01 per month to 10/1/03)	
Escrow Deficit	\$1,000.00

5% Attorney's Commission	\$2,193.95
--------------------------	------------

TOTAL WRIT	\$59,067.76
-------------------	--------------------

Prothonotary Costs *139.00 55,327.31

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: June 12, 2003

Attached is a description of the real estate.

FILED

JUN 13 2003

William A. Shaw
Prothonotary

ALL THAT CERTAIN lot, piece or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 225 of the same plot; thence in a Northwesterly direction along the line of West long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line f Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of BEGINNING.

EXCEPTING AND RESERVING, nevertheless, from the above described lands that portion of the same which was heretofore conveyed by William Mikelonis, Guardian, et al., to Joseph Uren by Deed dated the 16th day of May, 1919, recorded at Clearfield, PA, in Deed Book Volume 242, Page 147.

ALSO, UNDER AND SUBJECT to all exceptions, reservations, conditions and covenants as may be contained in prior deeds of conveyance.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 830 West Long Avenue, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Gordon L. Cutlip and Deborah E. Cutlip, by Deed dated September 26, 2000 and recorded October 20, 2000 as Clearfield County Instrument Number 200015724, granted and conveyed unto Joseph E. Nelson, Jr. and Sandra Nelson.

Assessment # 7.1-008-2349

FILED 1 cc a 6 units w/ property desc.

m 12:15 ~~et~~ to shift

JUN 13 2003

Kelly pd. 20.00

William A. Shaw
Prothonotary

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **830 WEST LONG AVENUE DUBOIS, PENNSYLVANIA 15801**:

1. Name and address of the Owner(s) or Reputed Owner(s):

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

3. Name and address of every judgment creditor whose judgment is a **record lien** on the real property to be sold: **UNKNOWN**

4. Name and address of last recorded **holder of every mortgage** of record:

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

5. Name and address of every other person who has any **record lien** on the property:
UNKNOWN

6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

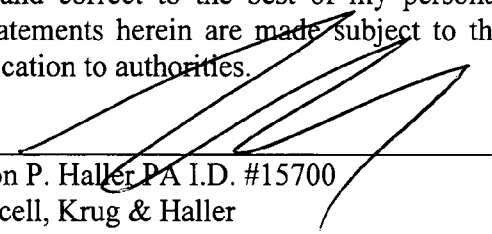
Tenants if any . . .

Tenant/Occupant
830 West Long Avenue
Dubois, PA 15801

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.



Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Centex Home Equity Company, LLC,
f/k/a Centex Home Equity Corporation

CC 577

Vs.

NO.: 2002-01825-CD

Sandra Nelson and Joseph E. Nelson Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CENTEX HOME EQUITY COMPANY, LLC, f/k/a Centex Home Equity Corporation, Plaintiff(s) from SANDRA NELSON and JOSEPH E. NELSON JR., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: **\$59,067.76**

INTEREST Per diem of
\$13.94 to 10/1/03: **\$7,644.60**

PROTH. COSTS: \$

ATTY'S COMM: **\$2,193.95**

DATE: 06/13/2003

PAID: **\$139.00**

SHERIFF: \$

LATE CHARGES (\$22.01 per month to
10/1/03): **\$609.75**

OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Sheriff

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR.,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 7-31-03, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

Tenant/Occupant
830 West Long Avenue
Dubois, PA 15801

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

FILED

OCT 02 2003

William A. Shaw
Prothonotary

By 
PURCELL, KROG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY
(717) 533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

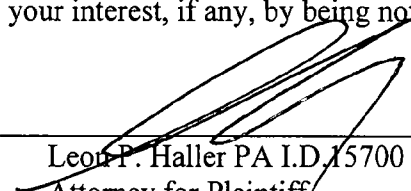
Tenant/Occupant
830 West Long Avenue
Dubois, PA 15801

DOMESTIC RELAITONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: 
Leon P. Haller PA I.D. 15700
Attorney for Plaintiff

CENTEX HOME EQUITY COMPANY, LLC F/K/A
CENTEX HOME EQUITY CORPORATION,
PLAINTIFF

VS.

SANDRA NELSON AND JOSEPH E. NELSON, JR,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1825-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: October 10, 2003

TIME: 10:00 o'clock a.m.

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**830 WEST LONG AVENUE
DUBOIS, PENNSYLVANIA 15801**

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 02-1825-CD

JUDGMENT AMOUNT \$49,813.41

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

SANDRA NELSON AND JOSEPH E. NELSON, JR

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff **(for example, to banks that hold mortgages and municipalities that are owed taxes)** will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

**Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 (Ext. 5982)**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178**

ALL THAT CERTAIN lot, piece or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 225 of the same plot; thence in a Northwesterly direction along the line of West long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line f Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of BEGINNING.

EXCEPTING AND RESERVING, nevertheless, from the above described lands that portion of the same which was heretofore conveyed by William Mikelonis, Guardian, et al., to Joseph Uren by Deed dated the 16th day of May, 1919, recorded at Clearfield, PA, in Deed Book Volume 242, Page 147.

ALSO, UNDER AND SUBJECT to all exceptions, reservations, conditions and covenants as may be contained in prior deeds of conveyance.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 830 West Long Avenue, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Gordon L. Cutlip and Deborah E. Cutlip, by Deed dated September 26, 2000 and recorded October 20, 2000 as Clearfield County Instrument Number 200015724, granted and conveyed unto Joseph E. Nelson, Jr. and Sandra Nelson.

Assessment # 7.1-008-2349

CENTEX HOME EQUITY CORPORATION v. SANDRA NELSON JOSEPH E. NELSON, JR
Clearfield County Sale 10/10/03

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

SANDRA NELSON
HC 1, BOX 7
COOKSBURG, PA 16217

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

JOSEPH E. NELSON, JR
1101 BRADY STREET
DUBOIS, PA 15801

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

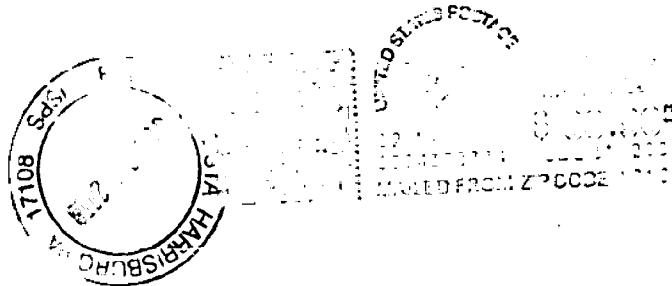
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELAITONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Post



CENTEX HOME EQUITY CORPORATION v. SANDRA NELSON JOSEPH E. NELSON, JR
Clearfield County Sale 10/10/03

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

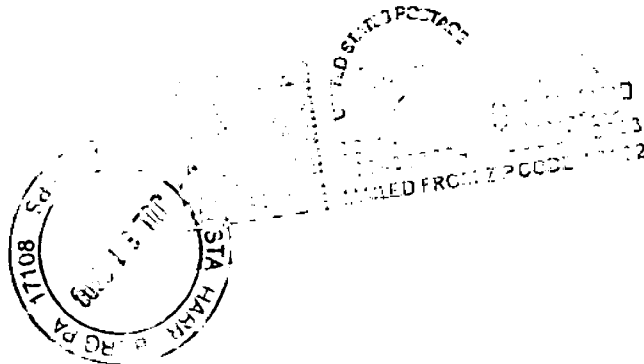
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Tenant/Occupant
830 West Long Avenue
Dubois, PA 15801

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14299

CENTEX HOME EQUITY COMPANY, LLC. F/K/A CENTEX HOME EQUITY C 02-1825-CD

VS.

NELSON, JOSEPH E., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 24, 2003 @ 10:15 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF OCTOBER 10, 2003 WAS SET.

FILED

01 12:25 PM

MAR 15 2004

ES

William A. Shaw
Prothonotary/Clerk of Courts

NOW, AUGUST 14, 2003 @ 1:26 P.M. O'CLOCK SERVED JOSEPH E. NELSON, JR., DEFENDANT, AT HIS RESIDENCE 1101 BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH NELSON, SR., FATHER OF THE DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY, AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 25, 2003 DEPUTIZE FOREST COUNTY TO SERVE SANDRA NELSON.

NOW, JULY 29, 2003 @ 12:35 P.M. O'CLOCK SERVED SANDRA NELSON, DEFENDANT, AT HC 1, BOX 7, COOKSBURG, PENNSYLVANIA, BY HANDING TO SANDRA NELSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY

NOW, OCTOBER 10, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 20, 2003 BILLED THE ATTORNEY FOR COSTS DUE.

NOW, JANUARY 9, 2004 RECEIVED A CHECK FOR COSTS DUE.

NOW, MARCH 9, 2004 PAID COSTS FROM THE ADVANCE AND ADDITIONAL ATTORNEY CHECK.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14299

CENTEX HOME EQUITY COMPANY, LLC. F/K/A CENTEX HOME EQUITY C 02-1825-CD

VS.

NELSON, JOSEPH E., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

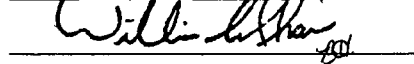
NOW, MARCH 15, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR
\$1.00 + COSTS.

NOW, MARCH 15, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$250.85
SURCHARGE \$40.00
PAID BY ATTORNEY

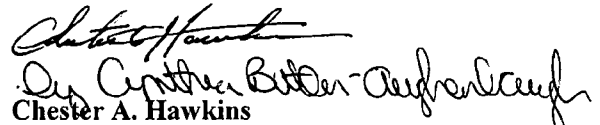
Sworn to Before Me This

15th Day Of March 2004



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

So Answers,


Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Centex Home Equity Company, LLC,
f/k/a Centex Home Equity Corporation

Vs.

NO.: 2002-01825-CD

Sandra Nelson and Joseph E. Nelson Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CENTEX HOME EQUITY COMPANY, LLC, f/k/a Centex Home Equity Corporation, Plaintiff(s) from SANDRA NELSON and JOSEPH E. NELSON JR., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: ~~\$59,867.76~~ ^{\$55,327.31}

INTEREST Per diem of
\$13.94 to 10/1/03: \$7,644.60

PROTH. COSTS: \$

ATTY'S COMM: \$2,193.95

DATE: 06/13/2003

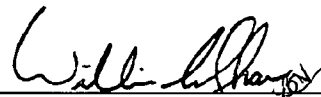
PAID: \$139.00

SHERIFF: \$

LATE CHARGES (\$22.01 per month to
10/1/03): \$609.75

OTHER COSTS: \$

*authorized by
Plaintiff attorney*



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 13th day
of June A.D. 2003
At 3:00 A.M./P.M.

Christopher A. Haverstick
Sheriff *by Cynthia Butler-Aughanbaugh*

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

ALL THAT CERTAIN lot, piece or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in the Northern line of West Long Avenue at the corner of Lot No. 225 of the same plot; thence in a Northwesterly direction along the line of West long Avenue 60 feet to a post; thence in a Northeasterly direction 260 feet, more or less, to a post at Reed Street; thence along the line f Reed Street in a Southeasterly direction 60 feet to a post in line of Lot No. 255 of the same plot; thence along the line of Lot No. 255, 260 feet, more or less, to a post at West Long Avenue, the place of BEGINNING.

EXCEPTING AND RESERVING, nevertheless, from the above described lands that portion of the same which was heretofore conveyed by William Mikelonis, Guardian, et al., to Joseph Uren by Deed dated the 16th day of May, 1919, recorded at Clearfield, PA, in Deed Book Volume 242, Page 147.

ALSO, UNDER AND SUBJECT to all exceptions, reservations, conditions and covenants as may be contained in prior deeds of conveyance.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 830 West Long Avenue, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Gordon L. Cutlip and Deborah E. Cutlip, by Deed dated September 26, 2000 and recorded October 20, 2000 as Clearfield County Instrument Number 200015724, granted and conveyed unto Joseph E. Nelson, Jr. and Sandra Nelson.

Assessment # 7.1-008-2349

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME NELSON NO. 02-1825-CD

NOW, October 10, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 10TH day of OCTOBER 2003, I exposed the within described real estate of SANDRA NELSON AND JOSEPH E. NELSON, JR. to public venue or outcry at which time and place I sold the same to CENTEX HOME EQUITY COMPANY, LLC, F/K/A CENTEX HOME EQUITY CORPORATION he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.68
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	13.68
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	250.85

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.00

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	43,879.01
INTEREST	7,644.60
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	609.75
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,193.95
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,000.00
TOTAL DEBT & INTEREST	55,327.31

COSTS:

ADVERTISING	381.15
TAXES - collector RETURNED	
TAXES - tax claim	1,283.89
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	250.85
LEGAL JOURNAL AD	180.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	2,408.89
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY COMPANY, LLC, F/K/A
CENTEX HOME EQUITY CORPORATION

TERM & NO. 02-1825-CD

VS

DOCUMENT TO BE SERVED:

SANDRA NELSON AND JOSEPH E. NELSON, JR.

WRIT OF EXECUTION
NOTICE OF SALE
COPY OF LEVY

SERVE BY:

SEPTEMBER 5, 2003


MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE

SERVE: SANDRA NELSON

ADDRESS: HC 1, BOX 7, COOKSBURG, PA 16217

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FOREST COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 25TH Day of JULY 2003.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

SHERIFF'S RETURN OF SERVICE - FOREST COUNTY <small>(Please prepare separate "Return" Form for each Defendant to be served by Sheriff. If you desire a copy of this "Return" mailed to you, please attach self-addressed, stamped envelope for each separate address where service is requested.)</small>		COURT TERM AND NUMBER 2002-01825-CD					
TO BE COMPLETED BY ATTORNEY		SHERIFF'S NUMBER G 249-B					
PLAINTIFF(S) Centex Home Equity Company, LLC f/k/a Centex Home Equity Corporation		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">COST</td> <td style="width: 50%; border: none;">MILEAGE</td> </tr> <tr> <td style="border: none;">\$56.70 PD</td> <td style="border: none;">45</td> </tr> </table>		COST	MILEAGE	\$56.70 PD	45
COST	MILEAGE						
\$56.70 PD	45						
DEFENDANT(S) Sandra Nelson and Joseph E. Nelson Jr.		DISTRICT <input type="checkbox"/> SUMMONS <input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> OTHER _____					
SERVE AT HC 1, Box 7, Cooksburg, PA 16217		TYPE OF ACTION Writ of Execution					
SPECIAL INSTRUCTIONS <div style="background-color: #f2f2f2; text-align: center; padding: 2px;">TO BE COMPLETED BY SHERIFF</div> Served and made known to <u>Sandra Nelson a/k/a Sandra Howard</u> , Defendant(s) on the <u>29th</u> day of <u>July</u> , 20 <u>03</u> , at <u>12:35</u> o'clock, <u>P</u> M, at <u>HC 1, Box 7, Cooksburg, PA 16217</u> Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) reside(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence who refused to give name or relationship <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) reside(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____							
		SHERIFF <u>Robert L. Wolfgang</u> Robert L. Wolfgang By <u>[Signature]</u> DEPUTY SHERIFF					
on the _____ day of _____, 20____, at _____ o'clock, _____ M, Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____		SHERIFF _____ Robert L. Wolfgang By _____ DEPUTY SHERIFF					
DEPUTIZED SERVICE							
Now, the _____ day of _____, 20____, I, Sheriff of Forest County, Pennsylvania do hereby deputize the Sheriff of _____ County, to serve this <input type="checkbox"/> Summons <input type="checkbox"/> Complaint <input type="checkbox"/> Other _____ and make return thereof and according to Law.		SHERIFF _____ Robert L. Wolfgang By _____ DEPUTY SHERIFF					
TO BE COMPLETED BY ATTORNEY		TO BE COMPLETED BY PROTHONOTARY					
Name <u>Leon P. Haller</u> Address <u>1719 North Front St., Harrisburg, PA 17102</u> Telephone Number <u>717-234-4178</u> Identification Number _____ Represents: <input type="checkbox"/> Plaintiff(s) <input type="checkbox"/> Defendant(s) <input type="checkbox"/> Other _____		ATTEST <u>[Signature]</u> PRO PROTHY <u>July 31, 2003</u> DATE					