

04-2006-CD
CENTEX HOME EQUITY CO. vs. LAURA J. COULTER, et al.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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 claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

2. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.

3. If you notify our offices in writing within 30 days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.

Attorney for Plaintiff, Centex Home Equity
Company, LLC

Defendants.

[illegible]

CIVIL ACTION
MORTGAGE FORECLOSURE

{00026306}

described.

3. Laura J. Coulter, Defendant, resides at RD 1 Box 675A, Osceola Mills, PA 16666 and William James Coulter, Jr., Defendant, resides at RD 1 Box 675A, Osceola Mills, PA 16666.

4. On June 25, 2002, in consideration of a loan in the principal amount of 33,600.00, the Defendants executed and delivered to Centex Home Equity Company, LLC a note (the "Note") with interest thereon at 12.99% per annum, payable as to the principal and interest in equal monthly installments of \$371.43 commencing August 1, 2002.

5. To secure the obligations under the Note, the Defendants executed and delivered to Centex Home Equity Company, LLC a mortgage (the "Mortgage") dated June 25, 2002, recorded on July 5, 2002 in the Department of Records in and for the County of Clearfield under Instrument #200210654. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference.

6. The Mortgage secures the following real property (the "Mortgaged Premises"):
RD 1 Box 675A, Osceola Mills, PA 16666. A legal description of the Mortgaged Premises is attached hereto as Exhibit "A" and made a part hereof.

7. The Defendants are in default of their obligations pursuant to the Note and Mortgage because payments of principal and interest due September 1, 2004, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$33,386.51
Accrued but Unpaid Interest from 8/1/04 through 12/16/04 @ 12.99%	
per annum (\$12.92 per diem)	\$ 1,795.88
Accrued Late Charges	\$ 266.57
Title Search Fees	\$ 200.00
Reasonable Attorney's Fees	\$ 1250.00
NSF Fees	\$ 20.00
Corporate Advance	\$ 893.72
TOTAL as of 12/17/04	\$37,812.68

Plus, the following amounts accrued after 12/17/04:

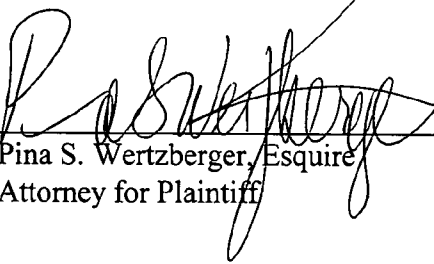
Interest at the Rate of 12.99% per annum (\$12.92 per diem);

Late Charges of \$18.57 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S. §1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendants at RD 1 Box 675A, Osceola Mills, PA 16666 on November 3, 2004, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto as Exhibit "B" and made apart hereof.

WHEREFORE, Plaintiff demands an in rem judgment against the Defendants for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$37,812.68, plus the following amounts accruing after 12/17/04, to the date of judgment: (a) interest of \$12.92 per day, (b) late charges of \$18.57 per month, (c) plus interest at the legal rate allowed on judgments after the date of judgment, (d) additional attorney's fees (if any) hereafter incurred, (e) and costs of suit.

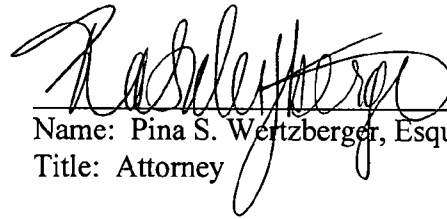
MILSTEAD & ASSOCIATES, LLC



Pina S. Wertzberger, Esquire
Attorney for Plaintiff

VERIFICATION

I, Pina S. Wertzberger, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Name: Pina S. Wertzberger, Esquire

Title: Attorney

Order Number: 000348089

Re: Bill Coulter
Laura Coulter

RR 1 BOX 675 A
OSCEOLA MILLS, PA 16666
CLEARFIELD County

EXHIBIT 'A'

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF
DECAUTER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEASTERN CORNER OF THE PARCEL
HERETOFORE CONVEYED, BEING AT THE INTERSECTION OF LEGISLATIVE ROUTE NO.
17050 AND TOWNSHIP ROUTE NO. T-659; THENCE IN A WESTERLY DIRECTION
ALONG LEGISLATIVE ROUTE NO. 17050, TWO HUNDRED EIGHT (208) FEET TO A
POINT IN THE LINE OF LAND OF OLIVER C. AND JANET L. MEASE; THENCE BY
THE MEASE LAND IN A SOUTHERLY DIRECTION, TWO HUNDRED EIGHT (208) FEET
TO A POINT STOILL IN LINE OF LAND OF PRIOR GRANTORS; THENCE BY A LINE
IN AN EASTERLY DIRECTION THROUGH LAND OF PRIOR GRANTORS, TWO HUNDRED
EIGHT (208) FEET TO A POINT AT TOWNSHIP ROUTE NO. T-659; THENCE BY
TOWNSHIP ROUTE NO. T-659 IN A NORTHERLY DIRECTION, TWO HUNDRED EIGHT
(208) FEET TO A POINT AT THE INTERSECTION OF TOWNSHIP ROUTE NO. T-659
AND LEGISLATIVE ROUTE NO. 17050 AND THE PLACE OF BEGINNING.

LESS AND EXCEPT THEREFROM, ALL THE OIL AND GAS AND THE SOLID MATERIALS
CONTAINED IN AND UNDER SAID ACRE, TOGETHER WITH SUITABLE AND
APPROPRIATE MINING RIGHTS AND THE RIGHTS OF REMOVAL, BUT NOT INCLUDING
STRIP-MINING RIGHTS.



7104 5400 2100 1010 2228

November 03, 2004

0002775053

Laura J. Coulter
Rd 1 Box 675 A
Osceola Mills, PA 16666

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency Mortgage Assistance Program (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address, and phone number of 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 Notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S
PROPERTY

LOAN ACCOUNT
CURRENT

Laura J. Coulter
Rd 1 Box 675 A
Osceola Mil, PA 16666
258600347
Centex Home Equity Company

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 provision of the Homeowners' 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, you have a reasonable prospect of being able to pay your mortgage payments and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of the foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (30) days. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT. (If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at Rd 1 Box 675 A Osceola Mil, PA 16666 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 09/01/2004:	\$1,202.82
(b) Late charge(s) :	\$246.52
(c) Other charge(s): NSF & Advances	\$900.58
(d) Less: Credit Balance	\$.00
(e) Total amount required as of 11/02/2004:	\$2,349.92

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT- You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$2,349.92, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable to Centex Home Equity Company at 350 HIGHLAND DR., LEWISVILLE, TX 75067.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender 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 monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, Centex Home Equity Company also intends to instruct their attorneys to start a legal action to foreclose upon your mortgaged property.

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

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance, and all other sums due under the Mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such sheriff's sale could be held is would be approximately five (5) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER

Name of Lender:	Centex Home Equity Company
Address:	350 Highland Dr., Lewisville, TX 75067
Telephone Number:	1-888-850-9398

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorneys' fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

Centex Home Equity Company is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgment entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
Centex Home Equity Company



7104 5400 2100 1010 2235

November 03, 2004

0002775054

William James Coulter
Rd 1 Box 675 A
Osceola Mills, PA 16666

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HOMEOWNER'S	William James Coulter
PROPERTY	Rd 1 Box 675 A
	Osceola Mil, PA 16666
LOAN ACCOUNT	258600347
CURRENT	Centex Home Equity Company

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HOW TO CONTACT THE LENDER

Name of	Centex Home Equity Company
Lender:	
Address:	350 Highland Dr., Lewisville, TX 75067
Telephone	1-888-850-9398
Number:	

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- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
Centex Home Equity Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100081
NO: 04-2006-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC
vs.
DEFENDANT: LAURA J. COULTER and WILLIAM JAMES COULTER JR.

SHERIFF RETURN

NOW, January 05, 2005 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA J. COULTER DEFENDANT AT 7114 SANBORN ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA J. COULTER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01/09/05
FEB 08 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100081
NO: 04-2006-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC
vs.
DEFENDANT: LAURA J. COULTER and WILLIAM JAMES COULTER JR.

SHERIFF RETURN

NOW, January 05, 2005 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM JAMES COULTER JR. DEFENDANT AT 7114 SANBORN ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA COULTER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100081
NO: 04-2006-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC
vs.
DEFENDANT: LAURA J. COULTER and WILLIAM JAMES COULTER JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	13989	20.00
SHERIFF HAWKINS	MILSTEAD	13989	40.20

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff