

07-449-CD
Nationstar Mort vs E. Ellenberger

Nationstar et al vs Erik Ellenberger
2007-449-CD

MILSTEAD & ASSOCIATES, LLC
BY: Chrisovalante P. Fliakos, Esquire
ID No. 94620
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

**Nationstar Mortgage, LLC f/k/a Centex
Home Equity Company, LLC
350 Highland Drive
Lewisville, TX 75067,**

Plaintiff,

Vs.

**Erik S. Ellenberger
648 South Main Street
Dubois, PA 15801,**

and

**Suzanne L. Ellenberger
648 South Main Street
Dubois, PA 15801,**

Defendants.

Attorney for Plaintiff
File: 9.05882

FILED

MAR 22 2007

(EW)
m 12:10 am

William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATT
2 CERT. TO SHAW

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 2007-449-CD

**CIVIL ACTION
MORTGAGE FORECLOSURE**

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.

Lawyers Referral and Information Services
Clearfield County Bar Association
Clearfield County Courthouse
230 E. Market Street
Clearfield, NJ 16830
800-692-7375

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.**

MILSTEAD & ASSOCIATES, LLC
BY: Chrisovalante P. Fliakos, Esquire
ID No. 94620
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

**Nationstar Mortgage, LLC f/k/a Centex
Home Equity Company, LLC,
350 Highland Drive
Lewisville, TX 75067**

Plaintiff,

Vs.

**Erik S. Ellenberger
648 South Main Street
Dubois, PA 15801,**

and

**Suzanne L. Ellenberger
648 South Main Street
Dubois, PA 15801,**

Defendants.

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.:

**CIVIL ACTION
MORTGAGE FORECLOSURE**

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, Nationstar Mortgage, LLC f/k/a Centex Home Equity Company, LLC (the "Plaintiff"), is a Delaware corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 350 Highland Drive, Lewisville, TX 75067.

2. Defendants, Erik S. Ellenberger and Suzanne L. Ellenberger, (collectively, the "Defendants"), are adult individuals and are the real owners of the premises hereinafter described.

3. Erik S. Ellenberger, Defendant, resides at 648 South Main Street, Dubois, PA 15801.

Suzanne L. Ellenberger, Defendant, resides at 648 South Main Street, Dubois, PA 15801.

4. On July 26, 2003, in consideration of a loan in the principal amount of \$41,000.00, the Defendants executed and delivered to Centex Home Equity Company, LLC a variable rate note (the "Note") with interest thereon at 9.550 percent per annum, payable as to the principal and interest in equal monthly installments of \$346.25 commencing September 1, 2003. The current interest rate is 13.550 percent per annum.

5. To secure the obligations under the Note, the Defendants executed and delivered to Centex Home Equity Company, LLC a mortgage (the "Mortgage") dated July 26, 2003, recorded on July 31, 2003 in the Department of Records in and for the County of Clearfield under Mortgage Book 200313550, Page . 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"): 648 South Main Street, Dubois, PA 15801. 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 October 1, 2006, 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	\$40,335.43
Accrued but Unpaid Interest from	
9/1/06 to 3/21/07	
@ 13.550% per annum	

(\$14.97 per diem)	\$3,023.94
Accrued Late Charges	\$216.13
Corporate Advance	\$3,522.00
Escrow Advance	\$607.22
Title Search Fees	\$350.00
Deferred Late Charges.....	\$0.00
Reasonable Attorney's Fees	\$1,250.00
TOTAL as of 03/21/2007	\$49,304.72

Plus, the following amounts accrued after March 21, 2007:

Interest at the Rate of 13.550 per cent per annum (\$14.97 per diem);

Late Charges of \$32.02 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 Defendant, Erik S. Ellenberger at 648 South Main Street, Dubois, PA 15801 as well as to address of residences as listed in paragraph 3 of this document on December 4, 2006 and to the Defendant, Suzanne L. Ellenberger on January 30, 2007, 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, \$49,304.72, plus the following amounts accruing after March 21, 2007, to the date of judgment: (a) interest of \$14.97 per day, (b) late charges of \$32.02 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



Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff

VERIFICATION

I, Chrisovalante P. Fliakos, 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: Chrisovalante P. Fliakos, Esquire
Title: Attorney

07/24/2003 00:57

dhg

NO. 384 DBS
eg2

Order Number: 000070506
Re: ERIK S. ELLENBERGER

648 SOUTH MAIN STREET
DU BOIS, PA 15801
CLEARFIELD County

EXHIBIT 'A'

ALL THAT CERTAIN messuage or piece of land situate in the Township of Sandy, County of Clearfield and State of Pennsylvania, in the J. J. Daily Addition to the City of DuBois, bounded and described as follows: BEGINNING at a post on the Northerly side of South Main Street at Southerly corner of Lot No. 18; thence North 35 degrees 27' West 150 feet to a post at Wide Alley; thence South 54 degrees 33' West 50 feet to a post; thence South 35 degrees 27' East, 150 feet to a post; thence North 54 degrees 33' East 50 feet to the place of beginning.

ALSO:

ALL THAT CERTAIN lot, piece or parcel of ground situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING 10 feet South of the Southeast corner of Lot No. 17 of the J. J. Daily plot of lots and running South by line of South Main Street Extension to corner of Lot No. 19 owned by James Cable; thence in a Westerly direction along line of Lot No. 19, 150 feet to an alley; thence in a Northerly direction by a line of said alley 40 feet; thence in an easterly direction 150 feet to the place of beginning. and being a 40 foot strip by 150 foot strip off the south side of Lot No. 18 in said plan of lots to the City of DuBois, recorded in Miscellaneous Book 11, page 560, in the office for the recording of deeds in Clearfield County, Pennsylvania.

MAP #128-B04-440-6 #128078506 AND MAP #128-B04-440-5 #128078508

INST #200210942

243513537

44500

EXHIBIT A

dhg

44500

December 04, 2006

0003526633

Erik S. Ellenberger
648 South Main Street
Dubois, PA 15801

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 Notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S) :	Erik S. Ellenberger
PROPERTY ADDRESS:	648 South Main Street
	Dubois, PA 15801
LOAN ACCOUNT NUMBER:	243513537
CURRENT SERVICER	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 648 South Main Street Dubois, PA 15801 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 10/01/2006:	\$1,980.64
(b) Late charge(s) :	\$216.13
(c) Other charge(s): NSF & Advances	\$1,805.10
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 12/02/2006:	\$4,001.87

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 \$4,001.87, 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 borrower 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

JANUARY 30, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage of 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 servicing 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 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 IMMEDIATAMENTE 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.

MORTGAGOR'S NAME:	Suzanne L. Ellenberger
MAILING ADDRESS:	648 South Main Street, Dubois, PA 15801
LOAN ACCT NO.:	0243513537
ORIGINAL LENDER/SERVICER:	Centex Home Equity Company, LLC
CURRENT LENDER/SERVICER:	Nationstar Mortgage, LLC f/k/a Centex Home Equity Company, LLC

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME

FROM FORECLOSURE AND HELP YOUR MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS IF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY

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

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer 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 requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:

648 South Main Street, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Due for 10/1/06
Payments = \$2,680.50
Late Charges = \$216.13
Other Expenses = \$3,526.07

TOTAL AMOUNT PAST DUE: \$6,422.70

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$6,422.70 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check or money order made payable and sent to:

Centex Home Equity Company, LLC
1750 Viceroy
Dallas, TX 75235

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

action to foreclose upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO THE SHERIFF'S SALE – If you have no cured the default within the THIRTY (30) DAY period and foreclose proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or charges then due, reasonable attorney's fees and costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing the default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held 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 of the action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Centex Home Equity Company	<u>Address:</u>	1750 Viceroy
	Dallas, TX 75235		
<u>Phone Number:</u>	1-888-850-9398		
<u>Contact Person:</u>	Default Management		

EFFECT OF THE SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE – You _____ may or **XX** 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 attorney's fees and costs are paid prior to it at the sale and that the other requirements of the mortgage are satisfied. Please contact:

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 THE 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 PROCEEDINGS 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 IS INCLUDED.



Michael J. Milstead, Esq.
Milstead & Associates, LLC

This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume that this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt and mail you a copy of such verification. Collection agencies are regulated by federal law which grants you certain rights. One of these is right to have us cease communication with you about this debt. If you ask us in writing to cease, we will. This law is administered by the Federal Trade Commission, Division of Credit Practices, Washington, DC 20580. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with a name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road

Altoona, PA 16602
888-511-2227

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

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

MILSTEAD & ASSOCIATES, LLC
BY Chrisovalante P. Fliakos, Esquire
ID No. 94620
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff
File 9.05882

**Nationstar Mortgage, LLC f/k/a Centex
Home Equity Company, LLC,**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

No.: 2007-00449-CD

Erik S. Ellenberger,

**Praecipe to Dismiss the Mortgage
Foreclosure Action without Prejudice**

and

Suzanne L. Ellenberger,

Defendant(s).

TO THE PROTHONOTARY:

Kindly dismiss the above captioned Mortgage Foreclosure Complaint without Prejudice.

MILSTEAD & ASSOCIATES, LLC

Chrisovalante P. Fliakos, Esquire
Chrisovalante P. Fliakos, Esquire
Attorney ID No. 94620

FILED 1CC&1
6/11/2007 Cert of
JUN 22 2007 disc issued
(m) to Atty.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

copy

Nationstar Mortgage, LLC
Centex Home Equity Company, LLC

Vs.

No. 2007-00449-CD

Erik S. Ellenberger
Suzanne L. Ellenberger

CERTIFICATE OF DISCONTINUATION

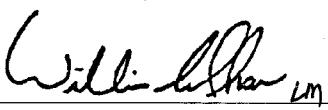
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 22, 2007, marked:

Dismissed the Mortgage Foreclosure Action without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Milstead & Associates LLC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of June A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102593
NO: 07-449-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONSTAR MORTGAGE, LLC f/k/a
vs.
DEFENDANT: ERIK S. ELLENBERGER and SUZANNE L. ELLENBERGER

SHERIFF RETURN

NOW, March 23, 2007 AT 12:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ERIK S. ELLENBERGER DEFENDANT AT 648 SOUTH MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ERIK ELLENBERGER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
07-3-15 BY
JUL 13 2007
WAP

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102593
NO: 07-449-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONSTAR MORTGAGE, LLC f/k/a

vs.

DEFENDANT: ERIK S. ELLENBERGER and SUZANNE L. ELLENBERGER

SHERIFF RETURN

NOW, March 23, 2007 AT 12:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUZANNE L. ELLENBERGER DEFENDANT AT 648 SOUTH MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ERIK ELLENBERGER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102593
NO: 07-449-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONSTAR MORTGAGE, LLC f/k/a
vs.
DEFENDANT: ERIK S. ELLENBERGER and SUZANNE L. ELLENBERGER

SHERIFF RETURN

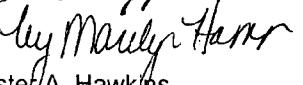
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	31740	20.00
SHERIFF HAWKINS	MILSTEAD	31740	42.43

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


by 
Chester A. Hawkins
Sheriff