

08-782-CD

JP Morgan vs James Pedersen et al

RICHARD F. STERN, ESQUIRE (03315)  
STEVEN K. EISENBERG, ESQUIRE (75736)  
BRADLEY D. SISLEY, ESQUIRE (200040)  
STERN AND EISENBERG, LLP  
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261 OLD YORK ROAD, SUITE 410  
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(COUNSEL FOR PLAINTIFF)

**FILED** *Atty. pd.*  
*m/2:2764*  
**APR 28 2008** *695.00*  
*2cc Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF PENNSYLVANIA  
FOR CLEARFIELD COUNTY**

JP Morgan Chase Bank, N.A., as Trustee for the  
Structured Asset Securities Corporation Mortgage  
Pass-Through Certificates Series 1998-8, by its  
attorney in fact, Ocwen Loan Servicing, LLC

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

v.

James M. Pedersen and Jane C. Pedersen  
3955 Stiffler Hill Road  
Cherry Tree, PA 15724

Defendant(s)

Civil Action Number:

*08-782-CD*

COMPLAINT IN  
MORTGAGE FORECLOSURE

**CIVIL ACTION - MORTGAGE FORECLOSURE**

**This is an attempt to collect  
a debt and any information obtained  
will be used for that purpose.**

**NOTICE**

You have been sued in Court. If you wish to defend the claims set forth in the following pages, you must take action within twenty (20) days after this Civil Action and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense 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 Civil Action or for any other claim or relief requested by the plaintiff. You may lose money or property of other rights important to you.

YOU SHOULD TAKE THIS PAPER TO A 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Keystone Legal Services  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
(800)326-9177

## NOTICE

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

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

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

RICHARD F. STERN, ESQUIRE (03315)  
STEVEN K. EISENBERG, ESQUIRE (75736)  
BRADLEY D. SISLEY, ESQUIRE (200040)  
STERN AND EISENBERG, LLP  
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TELEPHONE: (215) 572-8111  
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(COUNSEL FOR PLAINTIFF)

**IN THE COURT OF COMMON PLEAS OF PENNSYLVANIA  
FOR CLEARFIELD COUNTY**

JP Morgan Chase Bank, N.A., as Trustee for the  
Structured Asset Securities Corporation Mortgage  
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attorney in fact, Ocwen Loan Servicing, LLC

1661 Worthington Road, Suite 100  
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v.

James M. Pedersen and Jane C. Pedersen  
3955 Stiffler Hill Road  
Cherry Tree, PA 15724

Defendant(s)

Civil Action Number:

**COMPLAINT IN  
MORTGAGE FORECLOSURE**

**COMPLAINT**

**CIVIL ACTION - MORTGAGE FORECLOSURE**

1. Plaintiff is JP Morgan Chase Bank, N.A., as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-8, by its attorney in fact, Ocwen Loan Servicing, LLC (hereinafter referred to as "JP Morgan Chase Bank, N.A.") with offices located at 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409.
2. Defendant(s) are James M. Pedersen and Jane C. Pedersen, adult individuals with a last-known address of 3955 Stiffler Hill Road, Cherry Tree, PA 15724.
3. Under date of 04/25/1998, defendants executed and delivered to Ameriquest Mortgage Company a mortgage upon the premises Road #2 Box 244, Cherry Tree, PA (the "Property") to secure the payment of the sum of \$32,400.00. The said mortgage is

recorded in the Office for the Recording of Deeds in and for Clearfield County on 05/08/1998 at Book 1930, Page 503 and is incorporated herein by reference as though set forth at length herein. A copy of the legal description of the premises is attached hereto and made a part hereof as Exhibit "A".

4. The said mortgage was assigned to JPMorgan Chase Bank, N.A., the within Plaintiff, by Assignment which has been duly recorded or is in the process of being recorded.
5. Ocwen Loan Servicing LLC, successor to Ocwen Federal Bank FSB is the attorney in fact authorized to act for Plaintiff.
6. Said Defendant(s) are the real owners of premises Road #2 Box 244, Cherry Tree, PA 15727.
7. In accordance with Act 91 of 1983, as amended, a combined notice providing the information required by §403 of Act No. 6 of 1974, and Act 91, aforesaid, was sent to the defendants and no response was made in the appropriate period of time. A true and correct copy of the aforesaid notice is attached hereto and made a part hereof as Exhibit "B".
8. The said loan is in default as a result of the failure to pay the monthly installments of \$284.10 due on December 1, 2007 and on the same day of each month thereafter.
9. The following is due on the loan:

PRINCIPAL BALANCE .....	\$29,421.58
INTEREST accrued thru 04/23/2008 of .....	\$1,399.78
Interest after 04/23/2008 shall accrue at the per diem rate of \$8.11.)	
LATE CHARGES accrued thru 04/23/2008 of .....	\$716.10
Late charges after 04/23/2008 shall accrue at the monthly rate of \$17.05.)	
ESCROW ADVANCES .....	\$92.43
FEES BILLED .....	\$2,195.44
COSTS .....	300.00
ATTORNEY'S FEE .....	\$1,600.00
LESS SUSPENSE (If any) .....	(\$38.14)
TOTAL .....	\$35,687.19

The attorney 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 Sale, reasonable attorney fees will be charged based on work actually performed.

WHEREFORE, Plaintiff, JP Morgan Chase Bank, N.A. requests this Court to enter judgment for foreclosure of the mortgaged property for the sum of \$29,421.58 plus interest thereon of \$1,399.78 plus \$8.11 per day from 04/23/2008 until judgment is paid in full, late charges of \$716.10, plus late charges of \$17.05 per month from 04/23/2008 until judgment is paid in full, escrow advances of \$92.43, fees billed of \$2,195.44, costs of \$300.00, attorney's fees of \$1,600.00 and all other amounts set forth above, less any suspense as set forth above, together with record costs and any other amounts to which Plaintiff is entitled to recover.

STERN AND EISENBERG LLP

BY: 

RICHARD F. STERN, ESQUIRE  
STEVEN K. EISENBERG, ESQUIRE  
BRADLEY D. SISLEY, ESQUIRE  
Attorney for Plaintiff

Date: April 23, 2008

### **VERIFICATION**

**ANNA V. JIMENEZ-REYES** is the Foreclosure Facilitator of OCWEN LOAN SERVICING LLC successor to Ocwen Federal Bank and is authorized to sign this Verification on behalf of same, and states that she verifies the foregoing Civil Action-Mortgage Foreclosure against James M. Pederson & Jane C. Pedersen and avers the statements of fact therein contained are made subject to the penalties of 18 PA C.S. Section 4904 relating to the unsworn falsification to authorities, and that same are true upon the signer's personal knowledge or information and belief.



ANNA V. JIMENEZ-REYES  
Foreclosure Facilitator

Date: 4/23/08



All that certain lots or pieces or parcels of ground situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows;

The First thereof;

First; Beginning at a post on the Northeast side of a public road leading from Cherry Tree to Gettysburg; thence by line of lot of ground conveyed to Raymond J. Ross, et ux, by deed of Wilmer Richard Hevner, et ux, dated April 5, 1955, North 41 degrees East 180 feet to post; thence by a public alley 20 feet wide North 56 degrees West 41 ½ feet to a point; thence by line of land of J.R. Nisewonger and Pearl Nisewonger, his wife, South 41 degrees West 180 feet to a post; thence by said public road South 56 degrees East 41 ½ feet to the place of beginning. Having erected thereon a one and one half story brick building.

Excepting and reserving that portion of the above described premises conveyed to Joseph H. Hevner and Doll E. Hevner, his wife, by Wilmer Richard Hevner by deed dated April 5, 1955, which said premises are described as follows;

Beginning at a post on the North east side of a public road leading from Cherry Tree to Gettysburg; thence by line of lot of ground of Joseph H. Hevner North 41 degrees East one hundred eighty (180) feet to a post; thence by public alley twenty (20) feet wide North 56 degrees West two (2) feet to a post; thence by residue of lot of which this is a part South 41 degrees West one hundred eighty (180) feet to a post; thence by said public road South 56 degrees East two (2) feet to the place of beginning.

Second; All that certain parcel of ground situate in the Township of Burnside, County of Clearfield and State of Pennsylvania, bounded and described as follows;

Beginning at a corner of lot of Joseph H. Hevner and Doll Hevner, his wife, of the Borough of Cherry Tree, County of Indiana and State of Pennsylvania; on line of Public Road leading from Cherry Tree to Gettysburg; thence along line of said Road West (3) feet to a point; thence along land of J.R. Nisewonger by a line (3) three feet from and parallel with the line between lot now or formerly of Raymond J. Ross and Dorothy E. Ross, his wife, one hundred eighty (180) feet North to an alley (said alley being twenty (20) feet in width); thence East along the line of said alley three(3) feet to corner of land of Joseph H. Hevner and Doll E. Hevner; thence South along line of land of Joseph H. Hevner and Doll E. Hevner one hundred eighty (180) feet to public road and place of beginning.

Bearing Tax Parcel Identification No. 108-A15-312-20.

Both Parcels are subject to all prior exceptions and reservations.

The Second thereof;

A certain piece, or lot of land situate in the Township of Burnside, County of Clearfield, State of Pennsylvania, being 206 ½ feet along the west side, and 132 feet along the north side, 132 feet along the south side, and 203 feet on the east side, and being bounded on the North of land of Robert Nelson et ux, formerly the land of E.R. King, on the South by a public alley, on the West by land of Irma Forney, formerly the Johnson Estate, and on the east by Edward Johns et ux.

Bearing Tax Identification No. 108-A15-312-23.

The Third thereof:

Beginning at a point on the Southern side of a twenty foot alley and being the Northwestern corner of lands now or formerly of Pearl Sinclair and George W. Sinclair; thence along the Southern side of said alley North 56 degrees West 51 feet to a point; thence South 41 degrees West 37 feet to a point; thence South 56 degrees East 51 feet at a point; thence North 41 degrees East 37 feet to a point and place of beginning.

Bearing Tax Parcel Identification No. 108-A15-312-25.

Being the same premises which Alice E. Smith, a/k/a Alice Smith, widow, by Deed dated January 14, 1997, and recorded January 17, 1997, in Book 1815, Page 371, granted and conveyed unto James M. Pedersen and Jane C. Pedersen, husband and wife, in fee.



STERN AND EISENBERG, LLP  
410 THE PAVILION  
261 OLD YORK ROAD  
JENKINTOWN, PA 19046  
(215) 572-8111

Date: March 18, 2008

## ACT 6 and ACT 91 TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

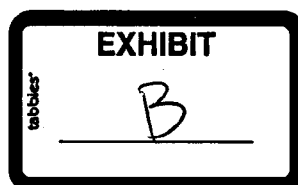
The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 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.



**HOMEOWNER'S NAME(S):** James M. Pedersen and Jane C. Pedersen

**PROPERTY ADDRESS:** Road #2 Box 244, Cherry Tree, PA.

**MAILING ADDRESS:** 3955 Stiffler Hill Road, Cherry Tree, PA 15724

**LOAN ACCT. NO.:** 31897218

**ORIGINAL LENDER:** Ameriquest Mortgage Company

**CURRENT LENDER/SERVICER:** JP Morgan Chase Bank, N.A., as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-8, by its attorney in fact, OCwen Loan Servicing, LLC

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this letter, this firm will send you the name and address of the original creditor if different from above.**

## **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend 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 MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of 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 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: Road #2 Box 244 , Cherry Tree, PA.

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments of \$284.10 due on  
December 1, 2007 through and  
including March 18, 2008, in the amount of.....\$1,136.40

Other charges (explain/itemize):

Late charges: .....\$716.10  
Fees billed.....\$2,073.94

**TOTAL AMOUNT PAST DUE: .....\$3,926.44**

**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 \$3,926.44, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Stern & Eisenberg, LLP  
The Pavilion  
261 Old York Rd., Suite 410  
Jenkintown, PA 19046  
215-572-8111

**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 mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings

are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 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.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** JP Morgan Chase Bank, N.A., as Trustee, by its attorney in fact, OCwen Loan Servicing, LLC

**Address:** 1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

**Phone Number:** 1-877-596-8580

**Contact Person:** Performing Collections Dept.

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

**ASSUMPTION OF MORTGAGE** -- You      may or  X  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 or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT  
OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR  
BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE  
THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY  
CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE  
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE  
DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH  
ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**(See Attached Page)**

Sincerely,

STERN & EISENBERG

BY:

  
BRADLEY D. SISLEY

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND REGULAR MAIL

## 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.**

Royal Remax Plaza

917 A Logan Boulevard

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



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

DOCKET # 104102  
NO: 08-782-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, NA as Trustee  
vs.  
DEFENDANT: JAMES M. PEDERSEN and JANE C. PEDERSEN

**SHERIFF RETURN**

NOW, May 06, 2008 AT 3:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES M. PEDERSEN DEFENDANT AT 3955 STIFFLER HILL ROAD, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES M. PEDERSEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
03:20 LM  
AUG 13 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 104102  
NO: 08-782-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, NA as Trustee  
vs.  
DEFENDANT: JAMES M. PEDERSEN and JANE C. PEDERSEN

**SHERIFF RETURN**

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NOW, May 06, 2008 AT 3:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JANE C. PEDERSEN DEFENDANT AT 3955 STIFFLER HILL ROAD, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES PEDERSEN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104102  
NO: 08-782-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, NA as Trustee  
VS.  
DEFENDANT: JAMES M. PEDERSEN and JANE C. PEDERSEN

SHERIFF RETURN

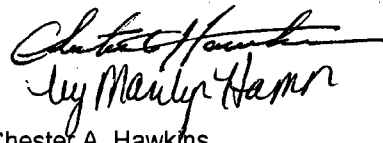
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	STERN	10967	20.00
SHERIFF HAWKINS	STERN	10967	60.36

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

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

KEVIN P. DISKIN, ESQUIRE  
STERN AND EISENBERG LLP  
The Pavilion  
261 Old York Road, Suite 410  
Jenkintown, PA 19046  
(215) 572-8111  
I.D. #86727

JP Morgan Chase Bank, N.A., as Trustee for the  
Structured Asset Securities Corporation Mortgage  
Pass-Through Certificates Series 1998-8, by its  
attorney in fact, Ocwen Loan Servicing, LLC

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

v.

James M. Pedersen and Jane C. Pedersen  
3955 Stiffler Hill Road  
Cherry Tree, PA 15724  
Defendant(s)

**FILED** 1cc + 1 Cert of  
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William A. Shaw  
Prothonotary/Clerk of Courts

Civil Action Number: 08-782-CD

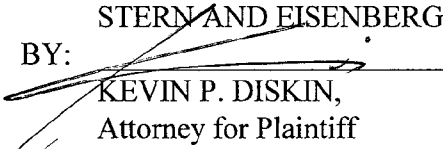
COMPLAINT IN  
MORTGAGE FORECLOSURE

**ORDER TO SETTLE, DISCONTINUE AND END WITHOUT PREJUDICE**

To the Prothonotary:

Kindly mark the above captioned matter as settled, discontinued and ended, without  
prejudice, upon payment of your costs only.

9/26/2008

STERN AND EISENBERG LLP  
BY:   
KEVIN P. DISKIN,  
Attorney for Plaintiff

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

**CIVIL DIVISION**

COPY

**JP Morgan Chase Bank, N.A.  
Structured Asset Securities Corporation Mortgage  
Ocwen Loan Servicing, LLC**

**Vs.**

**No. 2008-00782-CD**

**James M. Pedersen  
Jane C. Pedersen**

**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 September 29, 2008, marked:

Settled, discontinued and ended without prejudice

Record costs in the sum of \$95.00 have been paid in full by Richard F. Stern Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of September A.D. 2008.



LM

William A. Shaw, Prothonotary