

## CAUSE NO. 048-276347-15

**HARRIET NICHOLSON**  
*Plaintiff*

**V**

**NATIONSTAR MORTGAGE, LLC**  
*Defendant*

§     **IN THE DISTRICT COURT OF**  
 §  
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 §  
 §  
 §     **TARRANTCOUNTY, TEXAS**  
 §  
 §  
 §  
 §  
 §     **48TH JUDICIAL DISTRICT**

**AFFIDAVIT OF HARVEY LAW GROUP**

STATE OF TEXAS     §  
                               §  
 COUNTY OF HARRIS     §

Before me, the undersigned authority, personally appeared Kelly J. Harvey who, being by me duly sworn, deposed as follows:

1.     “My name is Kelly J. Harvey. I am of sound mind, over the age of twenty-one (21) years, capable of making this affidavit, and have personal knowledge of the facts herein stated, which are true and correct. I am the managing attorney employed by the Harvey Law Group and one of its custodian of records.

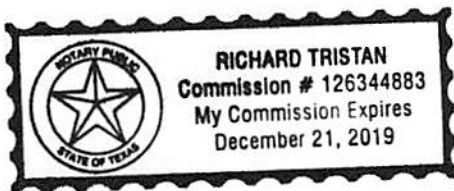
2.     Attached hereto as Exhibit “A” is a true and correct copy of the Rescission of Acceleration of the Maturity of Indebtedness (“Notice of Rescission”), regarding the indebtedness therein stated, dated April 19, 2016, which according to our records was sent by our firm on April 19, 2016, via regular and certified mail, return receipt requested, postage pre-paid, to the Plaintiff, Harriet H. Nicholson. Attached hereto as Exhibit “B” is a true and correct copy of the post-marked Postal Form 3877 (“Firm Mailing Book”) indicating the acceptance of the certified mail containing the Notice of Rescission and shipment by the United States Postal Service.

3. The attached Exhibits "A" through "B" are records that are kept by the Harvey Law Group in the regular course of business, and it was the regular course of business of the Harvey Law Group for an employee or representative of the Harvey Law Group, with knowledge of the act, event, condition, opinion, or diagnosis that was recorded, to make this record or to transmit the information to be included in this record. The records were made at or near the time or reasonably soon after the act, event, condition, opinion, or diagnosis that was recorded.


4. Further Affiant sayeth naught."

  
\_\_\_\_\_  
Kelly J. Harvey

SUBSCRIBED AND SWORN TO BEFORE ME on this 20<sup>th</sup> day of April, 2016, to certify which witness my hand and seal of office.



[SEAL]

  
\_\_\_\_\_  
Notary Public in and for said the State of Texas

My Commission Expires: 12/21/19

Personally known ✓ or  
Produced Identification \_\_\_\_\_

Type of identification produced  
\_\_\_\_\_



KELLY HARVEY P.C.

P.O. Box  
131407

Houston, Texas  
77219

P:(832) 922-  
4000

F:(832) 922-  
6262

April 19, 2016

Via Certified and Regular Mail

Harriet H. Nicholson  
2951 Santa Sabina Drive  
Grand Prairie, TX 75052

RE: Indebtedness evidenced by Note in the original principal amount of \$125,048.00, originally payable to the order of Mid America Mortgage, Inc., dated January 16, 2001, and modified by the Amended and Restated Note in the principal amount of \$146,335.14 executed by Harriet H. Nicholson and payable to Countrywide Home Loans, Inc., secured by property with the address of 2951 Santa Sabina Drive, Grand Prairie, TX 75052

Last 4 Digits of Loan No. 1724

**RESCISSION OF ACCELERATION OF MATURITY OF INDEBTEDNESS**

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

This law firm represents the current lienholder and Nationstar Mortgage LLC, the mortgage servicer, with respect to the above referenced Indebtedness.

As you may be aware prior demand was made to cure the default in regard to the above referenced Indebtedness. In the event the default was not cured, the letter gave notice of intent to accelerate the entire amount due and owing under the Note. The Note was subsequently accelerated on April 24, 2012 by notice of acceleration.

Pursuant to Section 16.038 of the Texas Civil Practice and Remedies Code ("Section 16.038"), Nationstar Mortgage LLC and the lienholder have elected to rescind the acceleration of the maturity of the Indebtedness. A notice served under Section 16.038 does not affect a lienholder's right to accelerate the maturity of the debt in the future nor does it waive past defaults.

Please see the additional information below that may be applicable to this Indebtedness.

Sincerely,  
Harvey Law Group

EXHIBIT "A"

**ADDITIONAL IMPORTANT INFORMATION THAT MAY BE APPLICABLE**

**\*If you have received a bankruptcy discharge** - *If you have filed bankruptcy and received a discharge of the above referenced debt, and if the debt was not reaffirmed in the bankruptcy case, the foregoing Notice is not an attempt to collect or offset the debt but is sent for information only and to proceed with foreclosure of the lien securing the debt.*

**\*\*If your loan is a Texas Home Equity or Reverse Mortgage Loan** - *If your loan is a Texas home equity loan or reverse mortgage, Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the loan is given without personal liability against each owner of the property and against the spouse of each owner unless the owner or spouse obtained the loan by actual fraud. This means that, absent such actual fraud, the lender may enforce its rights under the security instrument solely against the property securing the loan and it may not seek a deficiency judgment against the owner of the property or the spouse of an owner. Therefore, if your loan is a Texas home equity loan or reverse mortgage, the foregoing Notice is not an attempt to collect the debt against you personally but is provided for information only and to proceed with foreclosure of the lien securing the debt. However, the lender reserves its right to seek a deficiency in the event of actual fraud in obtaining the loan. If you have received any notice concerning this loan from anyone that claims the lender may seek a deficiency without a finding of actual fraud, this notice shall act as a "cure" of such notice.*

**\*\*\* If you are not a borrower, obligor or guarantor** - *If you have received the foregoing Notice and you are not a borrower, guarantor or an obligor under the terms of the loan, the notice is being sent for informational purposes only.*

Harvey Law Group  
P. O. Box 131407  
Houston TX 77219



PS Form 3877

Type of Mailing: CERTIFIED  
04/19/2016



Firm Mailing Book ID: 0122.2156

Line	Article Number	Name, Street & P.O. Address	Postage	Fee	R.R.Fee	Reference	Rest.Del.Fee Contents
✓							
✓							
✓							
✓							
✓							
✓							
✓							
8	9314 8699 0430 0022 4827 41	Harriet H. Nicholson 2951 Santa Sabina Drive Grand Prairie TX 75052	\$0.68	\$3.30	\$1.35	rit/0215-184 deaccel	\$0.00
Totals:			\$6.07	\$26.40	\$10.80		\$0.00
Grand Total:							\$43.27



List Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster:  
Name of receiving employee

Dated:

8 ✓

EXHIBIT "B"